

WP ANDERSON CITY PARK

**Bid #2023-046
CDBG 4-SP-22-005**

January 2024

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SECTION I

BID/PROPOSAL SCHEDULE

PROJECT NO.: 2023-046 PURCHASE ORDER NO.: _____

FILE NO.: _____ PROJECT MANAGER: Kevin Bronson

AD FOR (BIDS) (PROPOSALS): January 24, 2024

PRE-BID CONFERENCE: February 12, 2024 on site @ 1:00 P.M.

DEADLINE FOR RECEIVING (BIDS): March 1, 2024 @ 1:00 P.M.

OPENING BIDS: March 1, 2024 @ 12:00 P.M.

TENTATIVE START DATE: April 3, 2024

COMPLETION DATE: September 30, 2024

LIQUIDATED DAMAGES: \$250.00/day

(CONTRACTOR COST/DAY FOR LATE COMPLETION

See enclosed documents for details.)

SECTION II

INFORMATION AND CONDITIONS FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED FROM THE CITY OF WESTMINSTER.

1. Preparation of Bid Forms. The City of Westminster, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as “City”) invites bids on the forms included in this bid package (the “Bid Package”) to be submitted at the time and place stated in the Notice Calling for Bids (the “Notice”). Bids shall be submitted on the prescribed Bid Forms, which, along with all other documents in the Bid Package, must be completed in full. Bidders must complete a base bid or alternate bid for each project but not necessarily both. The award will be based on the lowest total cost of the project. All labor, material, equipment, overhead, direct, indirect costs and profit are to be included in prices submitted in bids. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. In the case of discrepancies for a line item due to rounding, the unit price times the estimated quantity shall determine the line-item cost. In the case of discrepancies between the individual bid forms and the summary form the individual forms shall govern. The signatures of all persons shall be in long hand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids. The bid must conform and be responsive to all requests in the bid documents and shall be made on the Bid Form provided, and the complete bid, together with all additional materials required in the Bid Package, shall be enclosed in a sealed envelope, and addressed and hand delivered or mailed to the Office of the City of Westminster, 100 East Windsor Street, Westminster SC 29693 and must be received on or before the time set forth in the Notice for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder’s name, the project designation and the date and time for the opening of bids. It is the bidder’s sole responsibility to ensure that its bid is received prior to the bid deadline. Any bid received after the scheduled closing time for receipt of bids shall be disposed of unopened. At the time set forth in the Notice for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice.

The City of Westminster requests that all bidders respond with an actual bid or written “No Bid”. This provision guards against receiving an insufficient response to the Advertisement of Bids.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier’s check or bid bond in the amount of not less than five percent (5%) of the total bid price payable to the City and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Contractor’s Agreement, in substantially similar form to the Contractor’s Agreement in Section V of this Bid Package (the “Contractor’s Agreement”), within seven (7) days after mailing of the Notice of Award of Contract, and will furnish prior to the execution of the

Contractor's Agreement, a satisfactory Faithful Performance Bond in an amount not less than One Hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than One Hundred percent (100%) of the total bid price in accordance with state law and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions of the Contractor's Agreement (the "General Conditions"). The Faithful Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions. In case of refusal or failure to timely execute the Contractor's Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the City.

4. Signature. The Bid Form, all bonds, the Designation of Subcontractors Form, all Information Required of Bidder, Workers Compensation Certificate, Drug Free Workplace Certification, Non-Collusion Affidavit, the Contractor's Agreement when executed, and any and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the bidder is a joint venture, partnership or limited liability company, there shall be submitted with the bid a statement signed by authorized officers of each of the parties to the joint venture, partnership or limited liability company, naming the individual who shall be the agent of the joint venture, partnership or limited liability company, who shall sign all necessary documents for the joint venture, partnership or limited liability company and, should the joint venture, partnership or limited liability company be the successful bidder, who shall act in all matters relative to the Contractor's Agreement for the joint venture, partnership or limited liability company. If bidder is an individual, his or her signature shall be placed on all such documents.

5. Modifications. Changes in or additions to any of the documents contained in the Bid Package, alternative proposals, or any other modifications, which are not specifically called for by the City, may result in the City's rejection of the bid as not being responsive. No oral or telephonic modifications of any bid will be considered. Prior to the opening of bids, a written modification signed by bidder postmarked and received by City prior to the opening of bids or a facsimile modification duly signed by bidder received prior to the opening of bids may be considered by the City.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the bid. In the event of inconsistencies between words and figures in the bid, words shall control figures. In the event that the City determines that any bid is unintelligible, illegible or ambiguous, the City may reject such bid as not being responsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents contained in the Bid Package; visit the sites and determine the local conditions which may in any way affect the performance of the work, including, but not limited to, the general prevailing rate of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required

for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment required; and correlate its observations, investigations, and determinations with all requirements of the work and project contemplated herein (hereinafter referred to as the "Project"). The City is not making any warranties regarding any conditions of the sites or information contained in the bid documents. The City shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the bid documents and the actual conditions revealed or which should have been revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has fully and adequately inspected and evaluated the Project and has complied with all the requirements of this paragraph.

8. Withdrawal of Bids. Any bid may be withdrawn by written request, or by email transmission confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned to the withdrawing bidder. No bid may be withdrawn for a period of ninety (90) calendar days after bids are opened.

9. Agreement and Bonds. The successful bidder (hereinafter referred to as the "Contractor") will be required to furnish a faithful performance bond in the amount of One Hundred percent (100%) of the total contract price, and certificates of insurance as required in the Contractor's Agreement, prior to execution of the Contractor's Agreement. The Contractor's Agreement, which the Contractor will be required to execute, and the performance bond, which the Contractor will be required to furnish prior to execution of the Contractor's Agreement, shall contain language requiring that the Payment (Labor and Material) bond shall be in the amount of not less than One Hundred percent (100%) of the amount of the total contract price of the successful bid as required by state law.

10. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the Bid Package, or finds discrepancies in, or omissions from any drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the City. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued by the City, and a copy of such addendum will be hand delivered or mailed or emailed to each bidder known to have received a Bid Package. All such addenda shall become part of the Bid Package and all bidders shall be bound by such addenda, whether or not received by all bidders. No person is authorized to make any oral modification of any provision in the bid documents, nor shall any oral modification be binding upon the City. If discrepancies on drawings, or in plans or specifications, or conflicts between drawings, plans, specifications, terms or conditions exist, the interpretation of the City shall prevail. Bidder shall become familiar with the plans, specifications, and drawings, if any. SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND DRAWINGS; THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE

COMPLETED ACCORDING TO THE CITY'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULES TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE CITY'S TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the City. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. The City reserves the unqualified right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. Bidders must complete a base bid or alternate bid for the Project but not necessarily both. The award will be based on the lowest total cost of the Project. In the case of discrepancies for a line item due to rounding, the unit price times the estimated quantity shall determine the line item cost. In the case of discrepancies between the individual bid forms and the summary form, the individual forms shall govern. If two identical low bids are received from responsive and responsible bidders, the City may elect to determine the Contractor by following the City's Code of Ordinances. The award of the contract, if made by the City, will be by action of the City Administrator and/or City Council. In the event an award of the contract is made to the low bidder, and such bidder fails or refuses to execute the Contractor's Agreement or fails to provide the required bond documents within seven (7) days after mailing of Notice of the Award of contract to the successful bidder, the City may award the contract to the next lowest responsive and responsible bidder or, at City's sole discretion, release all bidders.

13. Alternatives. If alternate bids are called for, the contract may be awarded at the election of the City to the responsive and responsible bidder on the base bid, or on the base bid and any alternate and any deductive, or base bid and any combination of alternates and any deductives. The award will be based on the lowest total cost of the Project.

14. Listing Sub-Contractors. Each bidder shall submit with its bid a list of any proposed subcontractors it intends to use on this Project. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid.

15. Contractor's License. If, at the time of the bid opening, bidder is not properly licensed to perform the services required for this Project in accordance with state law, such bid shall be rejected as non-responsive. No payment shall be made for work or materials under the contract unless and until the S.C. Department of Labor, Licensing and Regulations verifies to the City that the bidder was properly licensed at the time the bid was opened and at the time the Contractor's Agreement was executed. Any bidder not so licensed is subject to penalties under the law and the Contractor's Agreement, if executed, shall be void.

16. Anti-Discrimination. It is the policy of the City that in connection with all work performed under City contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful bidder agrees to require like compliance by any authorized subcontractors employed on the work by such bidder.

17. Hold Harmless. The Contractor, awarded the contract, shall indemnify and hold harmless the City, its council members, officers, agents, and employees from every claim or demand made,

and every liability, loss, damage, or expense, including but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:

(a)(1) Death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor, its officers, agents, employees, or subcontractor's and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active gross negligence or willful misconduct of the City.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property, arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off City property, except for liability resulting from the sole active gross negligence or willful misconduct of the City.

The Contractor, at Contractor's own expense, cost, and risk shall defend, at City's request, any and all actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the City, its council members, officers, agents, or employees in any action, suit or other proceedings as a result thereof.

18. Presumption of Surety Qualifications. All surety companies with a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Contractor, Oldwick, New Jersey 08858 and qualified to do business in South Carolina shall be presumed to be satisfactory to the City for the issuance of insurance and bonds.

19. Liquidated Damages. All work must be completed within the time limits set forth in the Agreement. It is agreed that damages for the failure to complete the Project within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the City, in the amounts set forth in the Contractor's Agreement.

20. Non-Collusion Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized, a copy of which is attached hereto as Exhibit A.

21. Change Orders. All change order requests must be submitted on the Change Order form, a copy of which is attached as an addendum to the Contractor's Agreement. Material, labor, equipment, indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit cannot exceed local rental/contract rates. Other charges greater than those locally available will not be allowed.

22. Invoicing Provisions. All invoices are to be mailed or emailed to the following address: City of Westminster, 100 East Windsor Street, Westminster SC 29693, Attention: Kevin Bronson.

1. The Contractor shall provide signed payment request forms to all subcontractors.
2. Each invoice will be date stamped when received by the City. Payments will be processed from the date received within 30 days.

Incorrect invoices will be returned to Contractor. The 30-day processing period will not begin until the corrected invoice is received. All invoicing or billing questions should be directed to: Kevin Bronson at kbronson@westminstersc.org

23. Public Information and South Carolina Freedom of Information Act Requests. The City will make available to the public all public records of bids and contracts after award of the contract. Copies of said public records may be made in City Hall at the cost of the requesting party. All bids become a matter of public record at the time of the bid openings. By submitting a response to the Bid Package, bidders specifically assume any and all risks and liability associated with all information, including any information marked confidential, in the response and the release of information. The City, under no circumstances, shall be liable to any bidder or any other party for the legally mandated disclosure of any information submitted by any party making a Bid whether marked "Trade Secret" or otherwise marked as confidential. The City reserves the right not to consider bids in which all, or portions, of the bid is marked "Trade Secret" or otherwise marked as confidential.

24. Equal Opportunity. All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.

25. Costs for Bid Preparation. Costs incurred in the preparation of the bid and subsequent demonstrations or any other activities related to the bid will be borne solely by the bidder. The rejection of any bid in whole or in part will not render the City liable for any cost or damage to any bidder.

26. Property of the City. All bids will become the property of the City and will not be returned. Any information disclosed to the City in the bid solicitation and bid process will be considered an integral part of the bid.

27. City's Right to Accept or Reject Bid. The City reserves the unqualified right to accept or reject any or all of the bids submitted. The City reserves the right to accept or reject any or all quotes or parts thereof and to award the contract as is determined to serve the City's best interest. The City reserves the right to contract with other firms at the City's sole discretion. The City reserves the sole right to decide whether a bid does or does not comply with the requirements of the Bid Package, and to accept, reject or negotiate modifications of bids.

28. Small, Women-Owned and Minority-Owned Business Enterprise.

To promote free competition and equal opportunity, the City of Westminster is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the City. The City of Westminster encourages and invites small, woman, and/or minority owned businesses located inside and outside of the City to participate in the City's procurement process. It is the policy of the City to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

BY EXECUTION HEREOF, the Bidder acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

BIDDER

Print Name of Entity or Corporation

By: _____

Print Name: _____

Its: _____

ATTEST: _____

Print Name: _____

Its: _____

EXHIBIT A

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PERSONALLY appeared before me _____,
being first duly sworn, who deposes and states that he or she is _____
of _____, the party making the foregoing bid, that the bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, Contractor,
association, organization, limited liability Contractor or corporation; that the bid is genuine and
not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other
bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder,
or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to
secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true; and, further, that the bidder has
not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, Contractor, association, organization, bid depository, or to any member
or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

SWORN to before me this _____ day
of _____, 20__

(L.S.)
NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____.
(Attach Notary Seal)

SECTION III

INFORMATION REQUIRED OF PARTY MAKING THE BID

THIS SECTION MUST BE FULLY COMPLETED

The party making and submitting the Bid shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional pages may be attached if necessary. "You" or "Your" as used herein refers to the company and any of its owners, officers, directors, shareholders, members, parties or principals of the party making the Bid. The City has discretion to request additional information depending on the scope of the Project.

1. Contractor name and address:

2. Telephone No.: _____

3. Type of Entity: (check one) Individual Partnership Corporation
Limited Liability Company Other _____

4. License No. (if any): _____

Class: _____

Name of license holder: _____

5. Have you or any of your principals ever been licensed under a different name or different license number? Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: _____

6. Names and titles of all principals of the Proposer:

_____	_____
_____	_____

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____

If the answer is "Yes," please provide dates, names and address of surety and details. _____

9. Have you or any of your principals been assessed damages for any project in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a project during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, provide name of public agency and details of the dispute. _____

11. Have you or any of your principals ever failed to complete a project in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If so, give project's name and details: _____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with anyone who you knew then or know now to be an official, employee or consultant of the City? _____

If so, please elaborate. _____

13. List of References:

Include contracts of similar nature within the last three (3) years. City has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and
Completion of Project: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and
Completion of Project: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and
Completion of Project: _____

Contract Amount: _____

14. Contractor Profile and Experience:

The Contractor Profile should contain an overview of your organization and qualifications to provide the requested services. Be sure to include any relevant comparisons to the size, structure, timing, etc.

Place Profile Here:

15. In addition to this overview, detailed profile information should be provided in **bold type** underneath each of the following questions:

a. Where is your nearest office to Westminster, SC?

b. Name(s) and bios of person(s) who will serve as our contact.

c. How many employees are in your company? _____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Bid provided by me herein is true and correct. Executed this ____ day of _____, 20__.

(Name of Corporation or Entity)

By: _____

Name: _____

Title: _____

SECTION IV

BID FORM

WP ANDERSON CITY PARK

Name of Party making the Bid: _____

To: City of Westminster

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid Package, the undersigned bidder, having become familiarized with the Agreement, provided in Section V of the Bid Package, and having conducted a thorough inspection and evaluation of the Specifications, drawings (if any) and General Conditions contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement and agrees to perform, within the time stipulated, the work to be performed hereunder at the pricing set forth herein, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in connection with the following project:

WP Anderson City Park

All in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section V of the Bid package, a copy of which shall be maintained at the City of Westminster for the following Bid items:

Bid for the Work is set forth on the Bid Form attached as Addendum A

1. Each individual Bid has been determined from visiting the worksite, reviewing the requirements and Specifications and all other portions of the Bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Agreement and all Bid documents, whether or not expressly listed or designated.

2. It is understood that the City reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Calling for Bids. The required (5%) Bid security is attached. The Agreement which the successful bidder will be required to execute, and the performance and payment bonds which the Contractor shall be required to furnish prior to execution of the Agreement shall contain language requiring that the Payment (Labor and

Material) bond shall be in the amount not less than One Hundred percent (100%) of the contract sum of the successful bid as required by state law. The Contractor shall also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract sum and certificates of insurance as required in the Agreement, prior to execution of the Agreement.

3. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the bidder after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the bidder will execute and deliver to the City the Agreement and provide the required payment and performance bond and certificates of insurance within seven (7) days of mailing of said notice. The bidder further agrees that the work under the Agreement shall be commenced by the bidder, if awarded the contract, on or before the seventh (7th) day following receipt of City's Notice to Proceed, and shall be completed by the bidder in the time specified by the City in the Agreement.

4. Communications conveying acceptance of Bid, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name(s) of all persons interested in the Bid as principals are as follows:

6. It is understood and agreed that should the bidder fail or refuse to return executed copies of the Agreement, Payment and Performance Bonds, Workers Compensation Certificate, and required insurance certificates, to the City within the time specified, the Bid security shall be forfeited to the City.

7. The undersigned hereby warrants that the bidder has all required licenses, if any, that such licenses entitle the bidder to provide the work, that such licenses will be in full force and effect throughout the duration of performance under the Agreement, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

8. It is understood and agreed that if requested by the City, the bidder shall furnish a notarized financial statement, references, and other information required by the City sufficiently comprehensive to permit an appraisal of the bidder's ability to perform the contract.

9. The undersigned hereby warrants that all work shall achieve Substantial Completion within 120 calendar days from the state date, and Final Completion within 180 calendar days from start date. The undersigned agrees that failure to complete the work within the time set forth shall result

in the imposition of liquidated damages for each separate calendar day (or part thereof) of delay in the amount of \$ 250.00 for each day the work is not completed as set forth in the Contractor's Agreement.

10. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

11. It is understood and agreed that all change order requests must be submitted in the form set forth as an Addendum to the General Conditions of the Contractor's Agreement. The amount of allowable charges submitted pursuant to a change order shall be limited to the rental charges in and around the City of Westminster. Indirect, consequential and incidental costs, overhead, administrative costs and profit and other charges not normally expected will not be allowed. If Change Order work involves work items already agreed upon by unit process, the unit price will be the only allowable charge per each unit of work.

12. The undersigned hereby declares that all of the representations of this Bid are made under penalty of perjury under the laws of the State of South Carolina.

Print Name of Corporation or Entity

By: _____
Print Name: _____
Title: _____

Date: _____

ATTEST:

Print Name: _____
Title: _____

BID FORM

Name of Party submitting the Bid: _____

To: City of Westminster

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #2023-046 WP Anderson City Park

BASE BID-LUMP SUM:

Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Studio Main, LLC, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, services, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc., according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID

\$ _____ Dollars

Total Cost of Base Bid in Words

BASE BID + ALTERNATES

\$ _____ Dollars

Total Cost of Base Bid + Alternate in Words:

If applicable, please place a check mark beside the addendum(s) you received.

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

	QUANTITY	UNITS	UNIT COST	SUBTOTAL
<u>CDBG grant eligible:</u>				
Playground (Structure and Surface)	1	LS.		
Shade Structures	2 (16'x16')	EA.		
FENCING	260	LF.		
General Conditions	1	LS.		
<u>Non- CDBG eligible:</u>				
Erosion Control	459	LF.		
Fine Grading	25,346	SF.		
Temporary Grassing	1	LS.		
Concrete Sidewalk	395	SY.		
Asphalt	124	TONS		
Subbase	735	SY.		
	1	LS.		
Striping/Regulatory Signage	1	LS.		
Canopy Trees	11	EA.		
Sod	11658	SF.		
Misc Landscape Allowance (Irrigation, Mulch, Etc.)	1	LS.		
<u>BASE BID TOTAL:</u>				
<u>Alternates:</u>				
Relocated Playground Equipment	1	LS.		
Trash Receptacles	10	EA.		
Benches	6	EA.		
Picnic Tables	8	EA.		
Dumpster Enclosure	1	LS.		
<u>Base Bid + Alternates:</u>				

**SECTION IV
WP Anderson City Park**

PROPOSED SUBCONTRACTOR'S

Company Name: _____

Address and Telephone: _____

Type of Work _____

Company Name: _____

Address and Telephone: _____

Type of Work _____

Company Name: _____

Address and Telephone: _____

Type of Work: _____

Company Name: _____

Address and Telephone: _____

Type of Work: _____

SECTION V

ARBITRATION NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION

PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (SC CODE §15-48-10 ET SEQ.) AND ANY AMENDMENTS THERETO, AS MODIFIED HEREIN.

CONTRACTOR'S AGREEMENT

THIS CONTRACTOR'S AGREEMENT FOR THE SANCTIFIED HILL PARK PHASE ONE PROJECT (the "Agreement") has been made and entered into this ___ day of _____, 20___, by and between the City of Westminster, South Carolina (the "City"), and _____ ("Contractor").

WHEREAS, the City issued an Invitation to Bid for the WP Anderson City Park Project ("Invitation to Bid"), advertised on January 24, 2024, for a Contractor to provide improvements at WP Anderson City Park. within the City of Westminster; and,

WHEREAS, the Contractor has complied with all requirements set forth in the Invitation to Bid and was the successful bidder; and,

WHEREAS, the City desires to allow the Contractor, a legal entity properly registered under the laws of the State of South Carolina, to provide the services sought by the Invitation to Bid; and,

WHEREAS, the Contractor desires to provide the construction services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Performance by Contractor.

The Contractor shall fully perform and execute all of the work (the "Work") described in the scope of work/specifications and drawings attached hereto as **Exhibit A and Addendum C**.

2. Commencement and Term of Agreement.

a. *Term of Agreement.*

The date of commencement shall be 15 days from mailing of the Notice to Proceed to the Contractor and the Work is to be achieve Substantial Completion within 120 calendar days from the state date, and Final Completion within 180 calendar days from start date.

b. *Investigation by Contractor Prior to Submission of Proposal.*

The Contractor represents that it has investigated the conditions for the Work prior to submitting its proposal and any delays or damages caused by adverse conditions which were capable of being identified prior to the submission of the Contractor's proposal, shall be at the sole risk of the Contractor.

c. *Non-completion of Work.*

In the event the Contractor is unable to complete the Work by the Completion Date, Contractor shall pay to City, as liquidated damages, **\$250.00 per day** until all Work is completed to the satisfaction of City. Such damages shall be deducted from any payment due or to become due to the Contractor.

3. Contract Sum.

For the Work performed hereunder, the Contractor shall be paid by the City the contract sum of _____ Dollars (the "Contract Sum"). The Contract Sum is subject to adjustment as payments due hereunder are based on a per unit price as set forth in the Bid Form contained in the Bid Package and incorporated herein by reference. The Contract Sum set forth above shall be used for the purposes of setting values of any and all bonds required herein.

4. Payments.

a. *City Payment of Contract Sum.*

The City shall make payment of the Contract Sum, as adjusted by unit pricing of actual quantities of work, in the form of progress payments based upon applications for payment submitted by the Contractor to the City on a monthly basis, subject to a retainage as set forth herein. The amount of the progress payment shall be calculated on a per unit basis, less a retainage of ten (10%) percent. The City shall be responsible for making a full and final payment of the Contract Sum, as adjusted, to the Contractor no later than thirty (30) days after completion of all the Contractor's Work under this Agreement and inspection and acceptance by the City.

b. *Application for Payment by Contractor.*

The Contractor shall submit all applications for payment to: City of Westminster, 100 East Windsor Street, Westminster SC 29693, Attention: Kevin Bronson. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Incorrect applications for payment will be returned to the Contractor. All invoicing or billing questions should be directed to: Kevin Bronson at kbronson@westminstersc.org.

5. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and incorporated herein by reference (the "General Conditions"). The General Conditions, together with the Bid Documents, this Agreement, and all exhibits, shall collectively constitute the "Contract Documents."

6. Inspections.

City shall have the right to inspect the Work to evaluate the Contractor's compliance with the Contract Documents for City's sole benefit and said right to inspection shall not make City responsible for the compliance with the terms of the Contract Documents.

7. Authority to Act.

If Contractor is a corporation or limited liability company, the undersigned hereby represents and warrants that the said entity is duly formed and registered and in good standing in the State of South Carolina and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Contractor and the City have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

By: _____
Print Name: _____
Its: _____

CONTRACTOR

(Name of Corporation or Entity)

By: _____
Print Name: _____
Its: _____

EXHIBIT A
WP Anderson City Park
SCOPE OF WORK & SPECIFICATIONS

General:

Project is located at East North Avenue, Westminster, SC 29693. The property is owned and managed by the City of Westminster as a park serving the City. The park has no existing development where this project will be installed.

This project will provide construction of ADA compliant walkway, parking spaces, playground, fencing, electrical, and related work as shown on the design plans.

Contractor will provide necessary MUTCD closure signs, safety fencing, barricades and barrels, and secure the site when work is not being performed. Waste is to be controlled daily and contained in a contractor supplied container or truck. Nails and other harmful objects to the public must be removed throughout worksite using best management practices.

Project Scope and Specifications:

If no specification is provided follow the SCDOT Standard Specifications for Highway Construction, current edition, for material specifications and construction standards.

In a safe environment, the following work is required of the contractor:

- Surveying – Contractor responsible for construction surveying and staking. As-built survey is required for project closeout.
- BMP's for Disturbed Areas – Install silt socks and inlet protection to effectively control disturbed area sediment runoff. Install surge stone construction entrance if necessary to control mud tracking onto parking lot. Establish and remove temporary concrete washout area.
- Demolition- Saw cut and remove asphalt pavement, sidewalk, curbing and striping.
- Earthwork and Drainage – Strip existing topsoil for re-use, prune surface tree roots, grade for positive drainage and compact subgrade to 95% maximum density.
- Concrete Paving – Install specified pavement to meet ADA compliance. Pavement must cure a minimum of one week before any further construction activity on it.
- Signage/Striping- Reinstall existing signage and install new signage per plans. Stripe and restripe parking lot per plan.
- Concrete Sidewalk – The sidewalk shall be installed per the design and shall meet ADA compliance.
- Permanent Seeding – Install permanent seed and side slope reinforcement per plan set seeding requirements to establish minimum 70% grass cover.
- Playground equipment, shade structures – The playground equipment and shade structures shall be installed per the design and shall meet ADA compliance.

(SEE ATTACHED SPECIFICATIONS/DRAWINGS)

EXHIBIT B

GENERAL CONDITIONS

1. City's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

2. City's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

3. Supervision and Construction Procedures.

3.1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, pursuant to the Contract Documents. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and shall not proceed with that portion of the Work without further written instructions from the City. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the City shall be responsible for any resulting loss or damage.

3.2. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

4. Labor and Materials.

4.1. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

4.3. The Contractor warrants to the City that the services, materials and equipment furnished under the Contract will be of good quality, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage.

4.4. The Contractor shall store construction materials offsite due to the limited and constrained space, inside the park.

4.5. The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor.

5. Permits, Fees and Notices.

5.1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when bids are received or negotiations concluded.

5.2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

5.3. If the Contractor performs Work knowing it to be contrary to laws, statues, ordinances, building codes, and rules and regulations without such notice to the City, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

6. Cleaning Up.

6.1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

6.2. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so and the cost thereof shall be charged to the Contractor.

7. Limitation on Liability, Release and Indemnification. THE CONTRACTOR HEREBY RELEASES THE CITY FROM ANY CLAIM OR LIABILITY FOR DAMAGES THAT THE CONTRACTOR MAY HAVE ARISING OUT OF THE CONTRACT DOCUMENTS FOR PROPERTY DAMAGE, INJURY OR DEATH. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and council members, officers, agents and employees of City from and against all claims, damages, penalties, losses, costs and expenses, including but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, except for liability resulting from the sole active gross negligence or willful misconduct of the City. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. Contractor shall assume all risks and responsibilities for losses of every description in connection with the Contract Documents, specifically including, without limitation, the Work, that can be attributed either directly or indirectly to the Contractor. All indemnification and release provisions in favor of the City shall survive the expiration or sooner termination of the Contract Documents.

8. Claims for Additional Time.

8.1. If the Contractor wishes to make Claim for an increase in the time to complete the Work, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

8.3 City shall evaluate the claims for additional time and provide a response to the claim within ten (10) days.

9. Mediation.

9.1. If the parties are unable to resolve any Claims between them, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

9.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oconee County, South Carolina, unless another location is mutually agreed upon, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10. Arbitration.

10.1. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

10.2. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

10.3. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. Subcontractual Relations. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor and the City by terms of the Contract Documents, and to assume toward the Contractor and the City all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the City. Each subcontract agreement shall preserve and protect the rights of the City with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the

Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City provided that:

(a) assignment is effective only after termination of the Contract by the City for cause and only for those subcontract agreements which the City accepts by notifying the Subcontractor and Contractor in writing; and

(b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

13. Changes in the Work.

13.1. General

13.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order only in the form attached hereto as Addenda A, and incorporated herein by reference.

13.1.2. A Change Order shall be based upon agreement among the City and Contractor.

13.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

13.2. Change Orders. A Change Order is a written instrument (*see Addenda A*) prepared by the City and signed by the authorized City official and Contractor stating their agreement upon all of the following:

(a) change in the work;

(b) the amount of adjustment, if any, in the Contract Sum; and

(c) the extent of the adjustment, if any, in the Contract Time.

13.3. Minor Changes in the Work. The City will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly.

14. Protection of Persons and Property.

14.1. Safety Precautions. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

14.2. Safety of Persons and Property.

14.2.1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(a) employees performing the Work and other persons who may be affected thereby;

(b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

(c) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

14.3. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

14.4. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and user of adjacent sites and utilities.

14.5. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

14.6. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts of omissions of the City and not attributable to the fault or negligence of the Contractor.

15. Insurance. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Contractor shall obtain any other insurance coverage as may be required by law.

15.1. General Liability Insurance:

- 15.1.1. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.
- 15.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
- 15.1.3. Pollution Endorsement: Said policy shall have a pollution endorsement against claims or claim expenses arising from the Work.

15.2. Workers' Compensation and Employers' Liability Insurance:

- 15.2.1. Limits of Liability: Workers' Compensation - Statutory Limits.
Employers' Liability - Statutory Limits.
- 15.2.2. Other States' coverage and South Carolina endorsement.

15.3. Professional Liability Insurance (if available):

- 15.3.1. Limit of Liability: \$2,000,000 per occurrence

15.4. Automobile Liability Insurance:

- 15.4.1. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- 15.4.2. Coverage: Owner, non-owned and hired vehicles.

15.5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The City requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the City at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the City no later than thirty (30) days after the effective date of the policy.

15.6. With the exception of the Automobile Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the City as additional insured party thereunder; and a provision that at least thirty (30) days prior written notice be given to the City in the event coverage is canceled or non-renewed or coverage is reduced.

15.7. If the Contractor desires to self-insure any or all of the coverages listed in this section, it shall provide to the City documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

15.8. The City reserves the right to review categories and levels of insurance coverage held by the Contractor in an ongoing program of risk management. The selected firm will be notified, in writing, of coverage requirements as determined by this review and the Contractor agrees to secure such requested coverage.

15.9. If the Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies.

15.10. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

15.11. Performance Bond and Payment Bond.

15.11.1. The City requires the Contractor to furnish a bond covering faithful performance of the Contract and a bond covering payment of all obligations arising thereunder in the full amount of the Contract Price, as specifically required in the Contract Documents and by state law, on the date of execution of the Contract.

15.11.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

16. Correction of Work.

16.1. Before or After Substantial Completion. The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether discovered before or after Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and expenses made necessary thereby, shall be at the Contractor's sole expense.

16.2. After Substantial Completion. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established hereunder, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the City fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City, the City may correct it at Contractor's sole cost.

16.3. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Completion by the period of time between Completion and the actual performance of the Work.

16.4. The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to the preceding paragraph.

16.5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

16.6. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 17.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

16.7 Acceptance of Nonconforming Work: If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

17. Termination by the City for Cause.

17.1. The City may terminate the Contract if the Contractor:

- (a) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) otherwise is guilty of a material breach of a provision of the Contract Documents.

17.2. When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor,
- (b) accept assignment of subcontracts; and

(c) finish the Work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

17.3. When the City terminates the Contract for one of the reasons stated in the preceding paragraph, the Contractor shall not be entitled to receive further payment until the Work is finished.

17.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the City which have not been expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation of payment to the Contractor or City, as the case may be, shall survive termination of the Contract.

18. Suspension by the City for Convenience.

18.1. The City may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine.

18.2. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- (b) that an equitable adjustment is made or denied under another provision of the Contract.

19. Termination by the City for Convenience.

19.1. The City may, at any time, terminate the Contract for the City's convenience and without cause.

19.2. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

19.3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

20. Parking Restrictions. Contractor warrants that it shall not allow its employees, agents, subcontractors or any other party affiliated with Contractor to park vehicles or equipment on any private property without first receiving consent to such activity from the owner of said property.

21. Side Jobs. Contractor warrants that, during the term of this Agreement, neither it nor any of its employees, agents, subcontractors or any other party affiliated with Contractor shall engage in the provision of any related services for any party other than the City on properties adjoining any of the roads on which Work is being performed hereunder.

22. Contractor Assurance of Good Standing. Contractor warrants that it is not in arrears to the City upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the City.

23. Status of Contractor as Independent Contractor. It is expressly agreed that Contractor's status hereunder is that of an independent contractor and is neither agent, employee, servant, partner, nor joint venturer of the City. Contractor is exclusively responsible for and in control of performance of Contractor's duties hereunder. Neither Contractor nor any person hired by Contractor shall be considered employees of the City for any purpose.

24. Limitations on Assignment of the Contract Documents. Contractor will not assign or transfer any interest in the Contract Documents without the prior written consent of the City, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Contractor's obligations in the Contract Documents.

25. Termination by the City for Non-Appropriation. The Contractor hereto agrees that payments due from the City, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the City may terminate the Contract Documents in whole or in part without further obligation to the Contractor.

26. Federal Excise and South Carolina Sales Tax. The City, as a political subdivision of the State of South Carolina, may be exempt from Federal Excise Taxes and South Carolina Sales Taxes. When applicable, net prices as shown in the proposal shall exclude such Federal and State Tax amounts.

27. No Liens. South Carolina law provides that no lien may be attached to public property.

28. Notice to Contractor and the City. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the

Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to City, addressed to:
City of Westminster
100 East Windsor Street
Westminster SC 29693
Attn: Kevin Bronson

If to Contractor, addressed to:

Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

29. Compliance with the Immigration Reform and Control Act. Neither the Contractor nor any of its subcontractors may knowingly obtain the labor or services of an alien not legally authorized to work in the United States. The Contractor or its subcontractors, and not the City, must verify eligibility for employment of its employees as required by the Immigration Reform and Control Act of 1986 (“IRCA”). The Contractor hereby warrants and certifies that at all times during the performance of services hereunder, it and any of its subcontractors shall be in full compliance with the provisions of IRCA in the hiring of its employees, and the Contractor will indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims, including, but not limited to City’s attorney’s fees arising out of the Contractor’s failure to comply strictly with IRCA. It is agreed that if the Contractor fails to strictly comply with the IRCA, the Contractor shall pay the City the sum of five thousand dollars (\$5,000) per violation in liquidated damages.

30. Compliance with the Davis-Bacon Act. The Contractor acknowledges that all construction contracts exceeding \$2,000 on Federal-aid participation jobs are subject to the provisions of the Davis-Bacon Act, 29 CFR, Parts 1, 3 and 5.

31. Undue Influence. Contractor agrees not to hire any City personnel who may exercise or has exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from City service.

32. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Contractor from the prompt payment of any fee or other charge required of Contractor except as may be expressly provided elsewhere in the Contract Documents.

33. Compensation Terms and Conditions.

33.1 The Contractor shall be compensated for the Work as described above by payment of the Contract Sum. Contractor's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Contractor.

33.2 The City will not make payment on behalf of the Contractor to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason.

34. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable, the remaining portions of the Contract Documents shall remain in full force and effect.

35. No Waiver of Breach. No failure by either the City or Contractor to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

36. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

37. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

38. Applicable Law to the Contract Documents. The Contract Documents shall at all times be construed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

CITY

In the presence of:

By:

Name: _____

Its: _____

As to City

CONTRACTOR

By:

Name: _____

Its: _____

As to Contractor

EXHIBIT C

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the _____ undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Westminster, South Carolina as Owner, in the penal sum of _____ Dollars _____ Cents (\$), _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20__.

The condition of the above obligation is such that: Whereas, the Principal has submitted to the City of Westminster, South Carolina a certain Bid, attached hereto and by reference made a part hereof, to enter into a contract in writing for the City of Westminster Park Improvements project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void; otherwise the same shall remain in force and effect - it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

(Corporate Seal)

BY: _____ (L.S.)

Surety

(Corporate Seal)

BY: _____ (L.S.)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bond must be countersigned by a South Carolina resident agent. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

EXHIBIT D

**SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name (“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 City of Westminster (“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: _____

EXHIBIT E

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-SP-22-005

Name of Participant: _____

Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
---	-----------	------

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

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.

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.

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.

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.

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.

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).

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.

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.

EXHIBIT F- SECTION 3 DOCUMENTS

Section 3 Information Sheet for Contractors/Businesses

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulation, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What is a Section 3 worker?

Section 3 workers are:

- Any worker who currently or when hired (within the past five years) is below documented to fit at least one of the below categories:
 - The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
 - The worker is employed by a Section 3 business concern.
 - The worker is a YouthBuild participant.

What is a Targeted Section 3 Worker

- A worker employed by a Section 3 business concern; or
- A worker who currently fits or when hired (within the past 5 years) is documented to fit at least one of the following categories:
 - Living within the service area or the neighborhood of the project, meaning; or
 - A YouthBuild participant

What is Section 3 Business Concern?

A Section 3 Business Concern meets one of the following criteria:

- Is 51 percent or more owned and controlled by low- or very low-income persons.
- Over 75 percent of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
- Is at least 51 percent owned and controlled by current public housing residents; residents who currently live in Section 8-assisted housing.

What types of economic opportunities should be made available under Section 3?

- Job training
- Employment
- Contracts

Examples of Opportunities include:

Accounting	Cement/Masonry	Florists
Architecture	Computer/Information	Heating
Appliance repair	Demolition	Iron Works
Bookkeeping	Drywall	Janitorial
Bricklaying	Electrical	Landscaping
Carpentry	Elevator Construction	Machine Operation
Carpet Installation	Engineering	Manufacturing
Catering	Fencing	Marketing

Painting
Payroll Photography
Plastering
Plumbing

Printing Purchasing
Research
Surveying
Tile setting

Transportation
Word processing

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent.
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 workers to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

- Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.
- Grantees and contractors are encouraged to have Section 3 workers make up at least 25 percent and targeted workers make up 5 percent of their permanent, full-time staff.
- A Section 3 worker who has been employed for 5 years may no longer be counted towards meeting the 25 percent for section 3 and 5 percent for targeted section 3 worker requirements. This encourages recipients to continue hiring Section 3 and targeted Section 3 workers when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 and targeted workers, business concerns, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 workers and awarding contracts to Section 3 business concerns.

Section 3 Business Concern Self-Certification

BASIC INFORMATION

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Telephone Number: _____ Fax Number: _____

Email address: _____

4. Contractor's License: Class A ___ B ___ C ___ N/A ___ License Number: _____

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 workers*; or

Yes ___ No ___

Attach list of Section 3 owners and income certifications

2. Over 75% of the labor hours over the previous 3-month period are performed by Section 3 workers; or

Yes ___ No ___

Attach list of employees, Section 3 employees, and self-certifications

3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing.

Yes ___ No ___

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

***Section 3 Worker and Targeted Section 3 Worker definitions can be found in the "Section 3 Definitions" document.**

Section 3 Resident Certification Form

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I _____, (Print Name) am a resident of _____ (City, County, State) and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by family size as published at the bottom of this form*.

Name: _____ Telephone: _____

Address: _____ (will be verified)

FY 2012 – HOUSEHOLD INCOME GUIDELINES

Place a Check on the line that is applicable	Family Size	Low Income *
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

* Circle the appropriate column based on household size and income – income limits are attached and/or can be downloaded from the www.cdbgSC.com website.

I hereby certify that the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Print Name

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
Anderson Park Improvements

Project Title
4-SP-22-005

CDBG Grant Number

Name of Person Completing Form

Date

CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

(Note: This report must be submitted at the conclusion of construction and identify the actual subcontractors used on the project and if they are Section 3 qualifying.)

Project Number: 4-SP-22-005 Total Dollar Amount of Contract _____

Name of Prime Contractor: _____ Address: _____ Federal Identification No: _____

Name of Subcontractor or vendor	Sec. 3 Bsns.*	Address and Phone No.	Trade/Service Supply	Contract Amount	Award Date	Competitive Negotiated Bid	Federal Identification No.

* Check if a Section 3 business concern.

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$ _____

Section 3 Business Concern:

- 1) A business that is 51% or more owned by section 3 residents, or
- 2) A business whose permanent full time work force is at least 30% section 3 residents or,
- 3) A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2

CONTRACTOR'S SECTION 3 NEW HIRES REPORT

(Note: This report must be submitted at the conclusion of construction and identify any new construction hires for the project and if any of those positions were filled with Section 3 residents.)

Job Category	Total Positions Employed on the Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of positions Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq. Sales/Rental Mgmt.				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
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
Anderson Park Improvements

Project Title
4-SP-22-005

CDBG Grant Number

Name of Person Completing Form

Date

EXHIBIT G

"General Decision Number: SC20240017 01/05/2024

Superseded General Decision Number: SC20230017

State: South Carolina

Construction Type: Building

Counties: Abbeville, Cherokee, McCormick, Oconee and Union Counties in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

- 4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

EXHIBIT H

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual), hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____
Dollars _____ Cents _____
(\$ _____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain Contract with the Owner dated the _____ day of _____, 20____, a copy of which is
hereto attached and made a part hereof for the construction of the:

(Project Name)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said Contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract
and fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
reason failure to do so, and shall reimburse and repay the Owner all outlay and expense which the
Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extensions of time, alteration or addition to the terms of the Contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time
alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Signed, sealed and delivered in
the presence of:

Principal-Contractor

By: _____

As to Principal

Title

Surety

By: _____

Attorney- In- Fact
(Power of Attorney to be Attached)

As to Surety

Resident Agent

Resident Agent Company Address

NOTES:

Date of Bond must not be prior to date of Contract.

If Contractor is a Partnership, all partners should execute bond.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**EXHIBIT I
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual), hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars _____ Cents _____

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the:

(Project Name)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Contract or to the work to be

performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

Principal-Contractor

By: _____

As to Principal

Title

Surety

By: _____

Attorney- In- Fact
(Power of Attorney to be Attached)

As to Surety

Resident Agent

Resident Agent Company Address

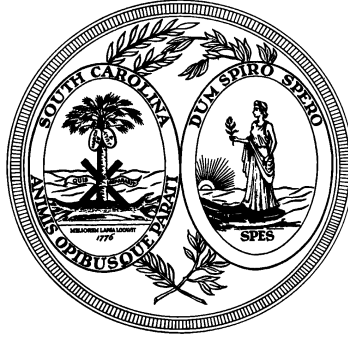
NOTES:

Date of Bond must not be prior to date of Contract.

If Contractor is a Partnership, all partners should execute bond.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

EXHIBIT J
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.

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. 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, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds 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 with regard to such activities, 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. Exceptions may be granted by the State on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, contractor, subcontractor, employee 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 appropriate. 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.

13. 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.

14. 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. Termination for Convenience:** This Contract may be terminated for convenience in accordance with 2 CFR Part 200.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

23. 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.

24. 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 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 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 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.

(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 1010, 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 subparagraph (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.

EXHIBIT K

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	<ul style="list-style-type: none">• SHPO (letter 1.31.23) Notify if archaeological materials are encountered. Contact: John Sylvest / sylvest@scdah.state.sc.us / 803-896-6129• Catawba Indian Nation (letter 2.28.23) If cultural resources or human remains are encountered, stop project and notify Contact: Caitlin Rogers/ caitlinh@ccppcrafts.com / 803-328-2427 ext. 226

EXHIBIT L

**RELEASE AND WAIVER OF LIEN
CONTRACTOR**

WHEREAS, we the undersigned, are Contractor under the Contract designated as the _____, who has performed demolition, removal, and disposal work on the _____ at _____, on which the _____, a body politic and corporate and a political subdivision of the State of South Carolina, _____ (address) is the owner:

WITNESSETH:

That for and in consideration of the payment by the _____, South Carolina, of the sum of _____, which is the final payment due the undersigned for work performed under the above-mentioned Contract, and for other good and valuable consideration.

- I. The undersigned to remise, release, and forever discharge _____, South Carolina, and its successors and assigns, of and from all claims, demands, and causes of action which the undersigned have, might have, or could have against the _____, South Carolina, by reason of or arising out of our performance of work under the said Contract and do further remise, release, and forever waive any right to mechanics or other lien which the undersigned may or could have against the lands or personally in or upon said _____ as a result of performance of work under the said Contract.
- 2. The undersigned hereby certifies to the _____, South Carolina, that every person performing work or furnishing materials for said Contractor, or any lower tier Contractor, in connection with our work under the said Contract has been fully paid for all such work performed and materials furnished, and Contractor covenants and agrees to hold _____, South Carolina, harmless from any and all such claims, and at its expense to defend all claims and obtain discharge of any liens, claimed or asserted by employee of a lower tier Contractor.

IN WITNESS WHEREOF we have signed this instrument this ___ of _____, 20___

NAME OF COMPANY

BY: _____

TITLE: _____

COMPANY ADDRESS

WITNESS

WITNESS

ADDENDUM A



City of Westminster, South Carolina
General Conditions
Anderson Park Improvements Project

GENERAL CONDITIONS

1. **DEFAULT:** In the case of default by the Contractor, The City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting Contractor will be considered until the assessed charged has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATIONS:** The Contractor agrees to indemnify and hold harmless the City of Westminster and all City officers, agents and employees from claims, suites, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the City Administrator. Copies of all correspondence concerning this contract shall be sent to the City of Westminster, PO Box 399 Westminster, South Carolina 29693. All change orders must be authorized in writing by the City Administrator. The City of Westminster shall not be bound to any changes in the original contract unless approved in writing by the City Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual

capacity, fires, epidemics, quarantine restrictions, strikes, freight embargos, and usually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform is caused by default of a subcontractor if such defaults arise out of causes beyond the control of both the Contractor and subcontractor, unless the supplies are serviced in sufficient time to permit the contractor to meet the required delivery schedule.

6. PUBLICITY RELEASE: Contractor agrees to refer to award of this contract as commercial advertising in such a manner as to safely or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of contract may be used and then only with prior approval from the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City staff.
7. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the control and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Westminster.
10. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sexual orientation, national origin or physical handicap.
11. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The City reserves the right to make additional purchases at the submitted bid prices, during the specific period.
12. S.C. SALES TAXES: A sales tax will be added to all orders; however, lump sum bids shall include sale tax in price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B)***

of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the City your compliance.

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue of the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A) (3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of revenue. Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form or approved equal. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. There will be no exceptions to these payment terms unless approval is obtained in writing from the City of Westminster.
14. **BID REQUIREMENTS:** Bid requirements on the materials and equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The City of Westminster will determine if minor deviations from these features are acceptable.
15. **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviation, if any, is required but will not be construed as waiving any requirements of the specification. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by the City of Westminster, along with a written purchase order and signed contract form, shall constitute a contract equally binding between the successful offeror and the City of Westminster. No different or additional terms will become a part of this contract, with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Westminster.

18. AMENDMENTS: All Amendments to and interpretation of this solicitation shall be in writing and issued by the City of Westminster. The City of Westminster shall not be legally bound by any amendments or interpretation that is not in writing.
19. BID EVALUATIONS: Bids received will be evaluated by the City Administrator or his designee. The award shall be made only to the lowest, responsive and responsible contractor who possess the ability or have access to resources to perform successfully under the terms and conditions. Consideration must be given to such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
20. ARBITRATION: Under no circumstances and with no exception will the City of Westminster act as arbitrator between the Contractor and any subcontractor.
21. SHIPPING: All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collection shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the City. Any claims for loss or damage shall be between the Contractor and the carrier.
22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business

within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____

ADDENDUM B

CITY OF WESTMINSTER

CHANGE ORDER NO: _____

Project: _____

To: _____

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

Original Contract Price: \$ _____

Change Order Amount: \$ _____

New Contract Price: \$ _____

Original Completion Date: _____

New Completion Date: _____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the City. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

CITY OF WESTMINSTER

By: _____

Print Name: _____

Its: City Administrator

Date: _____