REQUEST FOR BIDS
ASBESTOS ASSESSMENT, PROJECT DESIGN & AIR MONITORING
Town of Pinewood Demolition CDBG #4-CE-21-016

BACKGROUND:

The Town of Pinewood has received a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development through the South Carolina Department of Commerce to demolish approximately eleven (11) privately owned vacant, blighted houses in the within the town limits (list attached). The houses are of moderate size and are located in a concentrated target area within the Town.

The Town of Pinewood is requesting quotes from SCDHEC-licensed firms to prepare initial asbestos assessment of each property and the abatement plans ("Project Design" if required by SCDHEC Regulation #61 – 86.1) and air monitoring services during the abatement process. This project is funded in part by the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG). All federal CDBG program requirements will apply to the contract. **All contractors and subcontractors are required to be actively registered (providing proof) and maintained throughout the grant period, in the federal System for Award Management (SAM).**

The grant period for the project is **November 22, 2021, to November 30, 2023**

SCOPE OF WORK:

INITIAL ASBESTOS ASSESSMENT

Asbestos inspections shall be in accordance with SCDHEC Asbestos Regulation #61 – 86.1. The retained Contractor shall test all suspect materials for asbestos of the existing structures (interior and exterior) and provide a detailed report of the findings. A separate report is required for each structure (approximately 21 structures). Should asbestos be found, and if required by SCDHEC Asbestos Regulation #61 – 86.1, an "Asbestos Project Design" per structure shall be required.

ABATEMENT PLAN (PROJECT DESIGN)

The "Asbestos Project Design" shall be a written plan prepared by a certified asbestos project designer specifying how the asbestos abatement project will be performed (for each house) including, but not limited to, a scope of work and technical specifications. The project design must comply with 40 CFR 763.90 (9) Federal Register and SCDHEC regulations. The scope of work of this project design shall, at a minimum, address the following:

- Preparation of each asbestos-related work area
- Establishment of each containment
- Establishment of each decontamination unit and procedures for use
- Evaluation and selection of various fiber release control options
- Establishment, maintenance, and monitoring of negative air pressure within each containment

- Regulated Asbestos Containing Material (RACM) enclosure, removal, encapsulation, or repair work practices
- Visual inspection procedures for each asbestos abatement containment area completed and received by Owner no more than 45 days after the actual inspection
- Clean-up and final clearance procedures
- Air monitoring, including analysis documentation, and any other required record keeping
- Respiratory protection and personal protective equipment requirements
- Procedures for on-site storage, handling, and disposal of Asbestos-Containing Materials (ACM) and project waste
- Procedures for maintaining personnel licenses and training certificates on-site

The project designer shall be on SCDHEC's Asbestos Hazard Emergency Response Act (AHERA) Certified list of Project Designers. ***Documentation of such certification shall be included with the submission of the quote.***

AIR MONITORING:

This request for bids also includes the procurement of air monitoring services to be provided by SCDHEC certified and licensed Asbestos Air Samplers to perform air sampling in accordance with SCDHEC Regulation #61-86.1 during asbestos abatement activities at each project site in Sumter County. This includes a visual clearance and Transmission Electron Microscopy (TEM) clearance with a possible variance for Phase Contrast Microscopy (PCM) monitoring since the structures are to be demolished.

Asbestos air monitoring will be required during demolition activities if structures are demolished with asbestos in place due to unsafe work conditions. The quotes shall be based on a per day rate assuming a 40-hour week and no work on weekends.

SCDHEC licensed asbestos firms interested in bidding on the Asbestos Assessment, Project Design and Air Monitoring Request should return:

ATTACHMENT A - Request for Bids to:

Bids are due no later than Tuesday, August 9, 2022, 3:00 p.m.

Bids will be opened on Tuesday, August 9, 2022, 3:00 p.m., at Santee Lynches Regional Council of Governments, 2525 Corporate Way, Suite 200, Sumter SC, 29154 by the Town of Pinewood and Santee-Lynches Regional Council of Governments representatives, in the presence of one or more witnesses. A tabulation of offers (bid tab) will be made available for public record. Except as otherwise provided by law, information furnished by a bidder shall not be disclosed without written consent of the bidder until such time as a contract is awarded. Bidders must mark as proprietary any information they would not want released to the public.

The lowest responsible and responsive bidder that meets time constraints will be selected. In the event of a tie bid, Town of Pinewood procurement policy procedures shall prevail. The Town of Pinewood reserves the right to reject any or all bids.

All questions addressing the bid packet should be sent in writing only, to Tammy Smith, tsmith@slcog.org no later than Wednesday, August 3, 2022, by 4:00 pm.

ATTACHMENT A - REQUEST FOR BIDS

ITEM: Asbestos Assessment, Project Design and Air Monitoring for the Town of Pinewood Demolition Project (CDBG #4-CE-19-008).

QUOTATION DUE TO **Santee Lynches Regional Council of Governments, 2525 Corporate Way, Suite 200, Sumter SC 29154, Tuesday, August 9, 2022, by 3:00 p.m. EST.**

QUALIFICATIONS: All personnel shall be licensed and certified according to SCDHEC guidelines.

ASBESTOS ASSESSMENT
(Unit price for all materials, tools, sample shipment, equipment, labor, and professional services necessary to complete the asbestos inspections, EXCLUDES laboratory analysis)

Total cost per unit (parcel) for Asbestos Assessment and Report $_____

LABORATORY ANALYSIS
Total cost for PLM sample analysis per house
(Up to 30 samples inclusive of all layers) $_____

Total cost for TEM Bulk analysis per house (up to 10 layers analyzed) $_____

PROJECT DESIGN

Total cost **per house** for detailed Project Design (if required by SCDHEC Regulation #61 – 86.1) including labor and all associated Travel expenses and costs $_____

Total cost **per house** for Detailed Project Design, including labor and all associated travel expenses and costs for **inaccessible structure that is "assumed" to contain ACM's or planned demolition with "in-place asbestos"** $_____

ASBESTOS AIR MONITORING

Daily rate for air monitoring according to SCDHEC regulations, including clearance testing and report and all travel expenses. **Estimated number of days**_____

$_____

SUBTOTAL $_____

Additional services (if required based on Asbestos Testing):
Cost per sample (all layers) for PLM analysis $_____

Cost per layer for TEM Bulk analysis $_____

Total cost for TEM Air Clearance sampling per house
(Required number of samples with 24-hour turn-around time) $_____

TOTAL BID $_____

Duration of time needed for the site visit(s), testing, and issuing report. Due to grant duration, adhering to the grant timeline is imperative. ***Ability to meet time limit is not negotiable.***	**Reports received no later than 45 days after actual testing**
Availability date to perform actual testing and submission of report. Due to grant duration, adhering to the grant timeline is imperative. ***Ability to meet time limit is not negotiable.***	**Available to start No later than 14 days after the Notice to Proceed**

Submittal of this bid packet confirms the understanding and adherence of the significant timeline expectations.

Bid Submitted by:

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

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

Name of person submitting this Quotation: _____

Signature of person submitting this Quotation: _____

Telephone number of person submitting this Quotation: (____) _____

Email address of person submitting this Quotation: _____

Attach licenses/certification (documentation) for staff that will complete the work.

Attach a list of similar projects.

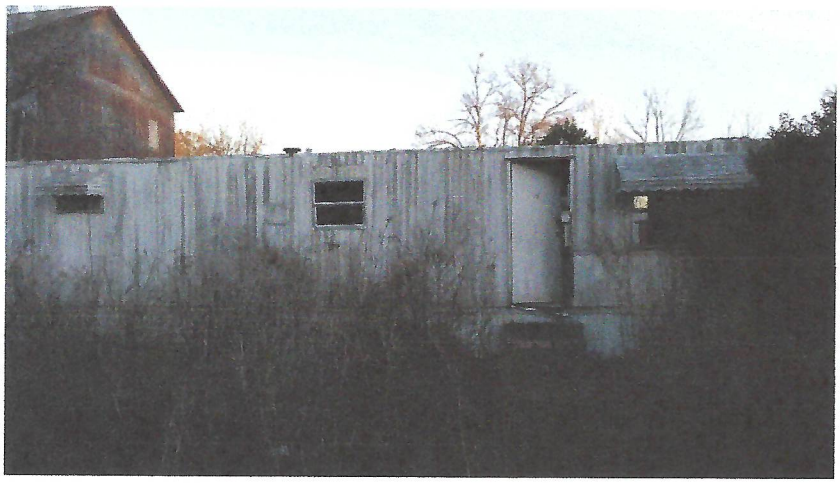
Dilapidated Structures to be Evaluated for Asbestos
Town of Pinewood, SC

	Parcel ID #	Address
1	1681002032	W. Fulton-Manning Rd
2	1680001009	125 W Fulton Manning Rd
3	1680902025	S. Columbia St
4	1681002030	S. Sumter St
5	1681002030	S. Sumter St
6	1681002030	S. Sumter St
7	1680701018	208 James St
8	1680701017	212 James St
9	1681602024	410 Ballpark Rd
10	1690201007	35 Morris St
11	1680701014	211 Nelson St

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

2. Parcel #: 1680001009 – 125 W. Fulton-Manning Road

3. Parcel #: 1680902021 – S. Columbia Street



4. Parcel #: 1681002030 – S. Sumter Street (1990 Est.)

5. Parcel #: 1681002030 – S. Sumter Street (2010 Est.)

6. Parcel #: 1681002030 – S. Sumter Street (2015 Est)

7. Parcel #: 1680701018 – 208 James Street

8. Parcel #: 1680701017 – 212 James Street

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

10. Parcel #: 1690201007 – 35 Morris Street

11. Parcel #: 1680701014 – 211 Nelson Street

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.**

BIDDER'S PROPOSED SECTION 3 CONTRACT/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Total Approx. Dollar Amt.	Estimated No. of Contracts to Section 3 Businesses	Est. Dollar Amt. 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 above.

Company
Town of Pinewood Demolition

Project Name
CDBG #4-CE-21-016

Project Number

Person Completing Form

Date

Rev 10/2017

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:				
Journeymen				
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
Town of Pinewood Demolition

Project Title
CDBG #4-CE-21-016

CDBG Grant Number

Name of Person Completing Form

Date

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: CDBG #4-CE-21-016 **Name of Participant:** _____

Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Rev 10/2016

(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: CDBG #4-CE-21-006 **Total Dollar Amount of Contract** _____

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

Name of Subcontractor or Vendor	Sect. 3 Bsns. *	Address and Phone No.	Trade/Service or Supply	Contract Amount	Award Date	Competitive or 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 above.**

Rev 10/2016

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:				
Journeymen				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Apprentices				
Trainees				
Others				

Section 3 Resident

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
Town of Pinewood Demolition

Project Name
CDBG #4-CE-21-006

Project Number

Person Completing Form

Date

DEPARTMENT OF COMMERCE
GRANTS ADMINISTRATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Subrecipient Agreement
Standard Provisions

The following CDBG Provisions should be used with all subrecipient agreements where CDBG funds are being used in whole or in part.

STANDARD PROVISIONS

1. **Definitions:** For purposes of this Agreement, the following terms shall have the meanings set forth below:

   (a) "Agreement" means the agreement between the Grantee and the Subrecipient to which these Subrecipient Agreement Standard Provisions have been incorporated and made a part thereof.

   (b) "Assistance" means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.

   (c) "CDBG" means Community Development Block Grant.

   (d) "Grantee" means each entity designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.

   (e) "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.

   (f) "Project" means the project for which the services of the Subrecipient have been retained pursuant to the contract to which these Subrecipient Agreement Standard Provisions are incorporated and which are funded, in whole or in part, with CDBG funds.

   (g) "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.

   (h) "Subrecipient" means the subrecipient of the CDBG grant funds as designated by an agreement with the Grantee.

2. **Subrecipient Responsibilities:** The Subrecipient assumes responsibility for the compliance and enforcement of laws and regulations under this Agreement. The Grantee may designate the Subrecipient to be the sole point of contact with regard to contractual matters. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.

3. **Federal and State Laws:** The Subrecipient 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. **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.

5. **Copyright:** Except as otherwise provided in the terms and conditions of this Agreement, the Subrecipient paid through this Agreement is free to copyright any books, publications or other copyrightable materials developed in the course of and under this Agreement. However, the 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 Agreement; and

(b) any rights of copyright to which a Subrecipient 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 Subrecipient agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the Grantee, the State or HUD. 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 Agreement shall be made available for audit and inspection at any time by the Grantee, the State, or HUD 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 State's allocation is closed out with HUD. 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 Subrecipient under this Agreement, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the State or the Grantee, as applicable.

10. **Reporting of Fraudulent Activity:** If at any time during the term of this Agreement anyone has reason to believe by whatever means that, under this Agreement 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 Agreement or any other contract, such information shall be immediately reported to the appropriate authorities.

11. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Agreement 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.

    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 Subrecipient 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 of South Carolina 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, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving the CDBG funds awarded to the Grantee any other CDBG funds, 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 Agreement is also made under and shall be construed in accordance with the laws of the State. By execution of this Agreement, the Subrecipient 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 Agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.

14. **Limitation of Liability:** The Subrecipient 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 Grantee.

15. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

16. **Agreement:** If any provision in this Agreement 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 Agreement, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

    The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

    Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Subrecipient shall be notified in writing of any applicable changes when they

occur and they shall be incorporated in writing into this Agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this Agreement and then they shall be incorporated upon notification to the Subrecipient.

17. **Amendments:** Any changes to this Agreement affecting the scope of work of the Project must be approved, in writing, by the Grantee and the Subrecipient and shall be incorporated in writing into to this Agreement. Any amendments of the original contract must have written approval by the State prior to execution.

18. **Termination for Convenience:** This Agreement may be terminated for convenience in accordance with 2 CFR Part 200.

19. **Sanctions:** If the Subrecipient fails or refuses to comply with the provisions set forth herein, then the State or the Grantee may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Agreement, or refrain from extending any further funds to the Subrecipient until such time as the Subrecipient is in full compliance.

20. **Subcontracting:** If any part of the work covered by this Agreement is to be subcontracted, the Subrecipient shall identify the subcontracting entity and the contractual arrangements made therewith to the Grantee and the State. All subcontracts must be approved by the Grantee and the State to insure they are not debarred or suspended by the Federal or State government and to insure the Grantee understands the arrangements. All subcontracts will include terms and conditions to ensure compliance with all applicable CDBG program requirements or other federal or state laws.

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 (A) – (E) above.

22. **Debarment Certification:** The Subrecipient must comply with Executive Order 12549 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 Subrecipient 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 Subrecipient and any contractors 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 Subrecipient 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 Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient 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 Subrecipient 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 Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Subrecipient shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project.

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

The Subrecipient will include the above provisions in every subcontract 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 subrecipient or vendor.

The Subrecipient 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 Subrecipient'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 Subrecipient may be declared ineligible for further State 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 Subrecipient agrees there shall be no bias or age discrimination as to benefits and participation under this Agreement.

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 pursuant to this Agreement.

27. **Section 504 of the Rehabilitation Act of 1973:** The Subrecipient 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, in 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 Agreement 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 Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

    The Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
    The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

The Subrecipient agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement 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 Subrecipient 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 Subrecipient 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 Agreement 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., 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 Subrecipient 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 Subrecipient 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 Subrecipient that the Subrecipient will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this Agreement, in every nonexempt subcontract and requiring that the subcontractor will take such action as the State may direct as a means of enforcing such provisions.

    In no event shall any amount of 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:** The Project to which the work covered by this Agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of $2,000 or residential rehabilitation contracts involving more than eight units entered into by the Subrecipient. The Subrecipient shall include the required federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract Work and Safety Standard Acts in any such contract.