

INVITATION FOR BIDS



DEMOLITION Columbia Apartments

DUE DATE:

**November 7, 2023
2:00 PM Local Time**

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of Columbia, South Carolina** (Columbia Housing or CH) is seeking bids from qualified Contractors for the demolition of Columbia Apartments located at 2211 Read Street, Columbia. Upon completion of the work, the Contractor must provide a stabilized, clean, and buildable site.

Columbia Housing intends to enter into a fixed-price contract with a qualified Demolition Company (Contractor) to provide demolition design services, salvage removal and disposal services, environmental remediation services, demolition services, infrastructure removal, and site stabilization services in accordance with all federal, state and local requirements.

Work under this solicitation includes the demolition of all residential and non-residential buildings, basements, foundations, footings, slabs, sidewalks, parking areas, mailbox clusters, lights, dumpster pads, retaining walls, site walls, asphalt paved areas, removal of underground utilities and all related piping, erosion control, grading, and site stabilization upon completion of all demolition and removal work.

The Contractor will be responsible for hiring a consultant to develop all necessary design and engineering plans. The Contractor shall coordinate and obtain the necessary design professionals required to accomplish the design services.

The Contractor will be responsible for all documents needed to secure permits under the project, including local and state permits as required by the City of Columbia and the South Carolina Department of Health and Environmental Control (DHEC).

The Contractor will remove and dispose of all items within the units prior to the commencement of any remediation or demolition work. This includes the removal of all household items, furnishings, personal belongings, appliances, appurtenances, and any other non-permanent fixtures.

The Contractor shall provide all required supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, subcontractors, and project administration.

Columbia Housing invites experienced Demolition Companies to respond to this solicitation and encourages firms to seek Minority, Women, and Disadvantaged Business Enterprise (M/W/DBE) firms to actively participate in the work under this solicitation.

1.2 BACKGROUND

Columbia Housing - The Housing Authority of the City of Columbia, SC, was created under the 1937 Housing Act for the purpose of providing decent, safe, and sanitary housing to the low and moderate-income residents of the City of Columbia. Today, Columbia Housing is the largest housing authority in the State of South Carolina, serving nearly 6,500 low-income households and over 16,000 individuals throughout the City of Columbia, Cayce, and Richland County.

Columbia Housing and its affiliates own and manage a variety of affordable housing units and administer Housing Choice Vouchers along with a myriad of supportive service programs for its residents.

A seven-person Board of Commissioners authorized by laws of the State of South Carolina and appointed by the Mayor of Columbia is responsible for the development of housing policy and the authorization of expenditures.

As with many urban Public Housing Authorities, Columbia Housing has encountered the difficulties of managing an aging housing stock with diminishing federal funding. In an effort to change the face and character of traditional public housing in the City of Columbia, Columbia Housing has embarked on an aggressive plan for the revitalization of its public housing portfolio.

Columbia Apartments was taken offline in early 2022 due to structural and other issues which made the property infeasible for rehabilitation. The U.S. Department of Housing and Urban Development approved the property for demolition in July 2023.

PART II – PROJECT SCOPE

2.1 GENERAL REQUIREMENTS

This solicitation includes but is not limited to the following tasks. The selected Contractor must complete all work necessary to provide Columbia Housing with a stabilized, clean, and buildable site.

- Demolition design and engineering, as applicable.
- Removal and disposal, **prior to commencement of demolition**, of all items within the units, including all household items, furnishings, personal belongings, appliances, appurtenances, and any other non-permanent fixtures.
- Environmental remediation in accordance with the Asbestos Containment Assessment and the Lead-Based Paint Screening reports, as applicable.
- Demolition of all residential and non-residential buildings, basements, foundations, footings, slabs, sidewalks, parking areas, mailbox clusters, lights, dumpster pads, retaining walls, site walls, and asphalt paved areas.
- Removal of underground utilities and tapping utilities at mains.
- Removal and disposal in an appropriate landfill of all demolished material and related debris.
- Grading, seeding, erosion control, and site stabilization upon completion of all demolition and removal work.

Existing Conditions – All residential structures are out of service, and no legal residents are authorized to be on the site. If an individual is found in a unit or on-site, the contractor shall request the individual to immediately vacate and shall coordinate with local law enforcement if such action is necessary. After the project has begun, the Contractor is responsible for the condition of structures to be demolished. The Owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for proposal purposes.

Permitting - The Contractor shall prepare all documentation required for permitting of the project and is responsible for securing all necessary permits from the City of Columbia and the State of South Carolina Department of Health and Environmental Control (DHEC) as needed to perform the work in accordance with the specification set forth herein and industry standards for

this type of work.

Security - The Contractor shall provide safe and secure storage of equipment and supplies while on site and shall ensure that all work meets the federal OSHA standards. The Contractor is responsible for securing the site throughout the duration of the project. The site includes all structures and the surrounding ground. The Contractor must provide a security plan to CH prior to commencement of work outlining the details of how the site will be secured.

Signage - The Contractor is responsible for posting all appropriate signage regarding labor laws. "No dumping" and "no trespassing" signs must be installed and maintained along the perimeter of the fence and at each gate entrance throughout the project.

Grounds - The Contractor shall maintain the curb appearance throughout the project duration, assuring that grounds are maintained in current conditions.

Resident Peaceful Enjoyment – Surrounding residential housing may be occupied during the demolition activities. The contractor shall take appropriate measures to keep noise and dust to a minimum and shall properly control the same to prevent inconvenience and hardship to homeowners and neighborhood residents.

Utilities - The Contractor will be responsible for the provision and cost of water, electricity, or any other needed utilities at the site during the project. If hydrants are required, the contractor must meter the connection and pay for all usage.

Debris - The Contractor shall properly dispose of all debris in accordance with specified requirements. The Contractor shall keep the site free of debris throughout the duration of environmental remediation and demolition activities.

Weather Delays - The contract completion date may be adjusted for weather delays as determined by CH. Weather delays are defined as days where the Contractor cannot perform work due to the severity of the weather. The Contractor shall maintain a log of days not worked due to weather and provide CH with a written explanation of why work cannot be performed. CH, at its discretion, will determine if the delay is warranted due to weather and will notify the Contractor of its decision.

Warranty - The Contractor will be responsible for providing CH with a general one (1) year warranty for work performed as part of the project. The warranty will include all measures to ensure site stabilization and compliance with applicable erosion control requirements.

Other - The Contractor shall comply with all terms outlined in HUD 5369 Instructions to Bidders and HUD 5370 General Conditions attached to this document. Davis Bacon Wage Rates apply to this contract as well as Section 3 requirements. Information is included in the exhibits to this solicitation.

2.2 DESIGN AND ENGINEERING

The selected Contractor will be responsible for subcontracting for all required services related to the design and engineering of the project. All subcontractors proposed for this contract shall be listed in the submittals, and Columbia Housing reserves the right to reject any subcontractor who has been barred by the U.S. Department of Housing and Urban Development. The

Contractor shall complete the following tasks associated with the design and engineering of the proposed demolition work.

Building Plans – Columbia Housing purchased this property from a previous owner. Available building plans can be found in Exhibit A.

Columbia Housing Approval - All designs, plans, technical specifications, and drawings shall be submitted to CH for review and approval prior to the commencement of any work on the site.

Site Analysis – The Contractor shall perform an in-depth site analysis to determine the most secure and appropriate method for demolition and provide CH with an engineering certification confirming that the selected methodology is the most feasible and secure and will protect the integrity of the structures in the surrounding area.

Remediation Plans and Specifications – The contractor shall prepare all plans and technical specifications for remediation and removal of all environmental conditions as detailed in the D3G Phase I Environmental Report attached as Exhibit B.

Demolition Plans and Specifications – The Contractor shall prepare all demolition plans, drawings, and technical specifications for the demolition and removal of the building structures, foundations, slabs, footings, concrete sidewalks, blacktop parking areas, and underground utilities to the main feeds servicing the buildings.

Erosion Control and Site – The Contractor shall detail in the plans and specifications all requirements to return the land to a clean and buildable site, including density testing, grading requirements, and compaction and backfilling details. Erosion control requirements must comply with all provisions set forth by South Carolina DHEC and the City of Columbia.

Utilities – The Contractor coordinates with all utility providers and details in the plans and specifications the requirements to disconnect and cap all utility services to the site.

Tree Protection – All trees shall remain on the site and must be protected in accordance with the City of Columbia Tree Protection Standards. The contractor must engage a certified Arborist to provide a detailed tree protection plan. The plan shall include a tree survey identifying all trees and a detailed protection plan that will ensure the protection of trees and their root systems throughout the entire construction period. The contractor shall be required to replace any damaged trees during the construction period and for one year thereafter.

Soil Materials – The contractor shall detail the soil material and compaction standards to be used for backfill. All soil material must be pre-approved by Columbia Housing prior to use. Materials shall be free of rock or gravel larger than 2” in any dimension, debris, waste, vegetable, or other deleterious matter. Topsoil shall be a minimum of 4 inches throughout the site and comply with all soil erosion requirements of the City of Columbia and SC DHEC. Excavated material may be temporarily stockpiled and stored on-site if approved by CH as satisfactory material to be used for fill prior to completion of the project.

2.3 ENVIRONMENTAL REMEDIATION

The selected Contractor shall be responsible for the abatement and removal of all asbestos and lead-based paint-containing materials from the buildings to be demolished as identified in the Environmental report attached as Exhibit B.

Drawings, and general provisions of the contract, including general and supplementary conditions and bonding requirements, shall apply to the environmental remediation and removal work of this project. The contract documents show the work to be done under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on the use of the site, coordination with other work, and the phasing of the work.

In the event the Asbestos and/or Lead Abatement Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Owner for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without obtaining guidance from the Owner shall become the sole risk and responsibility of the Asbestos Abatement Contractor.

Quantities of Material – The Asbestos Containing Assessment and Lead-Based Paint Screening reports provide an estimate of the quantities of materials to be abated. The quantities are for informational purposes only and are based on the best information available at the time of the environmental material inspections. The Environmental Remediation Contractor shall satisfy themselves as to the actual quantities to be abated. Nothing in any document provided by CH may be interpreted as limiting the extent of work otherwise required by this contract and related documents.

Removal, Clean-up and Disposal of Environmental Materials - The selected Contractor shall be required to perform all work tasks to properly remediate environmental materials as required, including:

- Pre-abatement activities including pre-abatement meeting(s), inspection(s), notifications, permits, submittal approvals, work-site preparations, emergency procedures arrangements, and standard operating procedures for asbestos-containing material abatement work.
- Abatement activities include removal, clean-up, and disposal of waste, recordkeeping, security, monitoring, and inspections.
- Cleaning and decontamination activities, including final visual inspection and certification of decontamination.

2.4 PRE-DEMOLITION

The selected Contractor shall be responsible for coordination of all activities related to this project with Columbia Housing, the City of Columbia, and local businesses and neighbors within a two-block vicinity of the site.

Project Plan and Timeline – Within 10 days of selection, the Contractor shall provide CH with a detailed project timeline identifying all project tasks with start dates and completion dates.

Public Notice and Communication – Columbia Housing will work with the Contractor to identify key points in the timeline when public communication will be required and the manner in which such communication will occur. The Contractor may be required to participate in public meetings or presentations to provide technical information related to the demolition work.

Police and Fire Training – The Housing Authority may provide access to the site and buildings for use by the Columbia Police and Fire Departments for training exercises. Prior to commencement of demolition, the selected Contractor shall coordinate additional use of the building with the Columbia Police and Fire Department for continued training. More details of training will be provided to the Contractor upon selection.

Neighborhood Conditions – The Contractor shall inspect, to the extent possible, all residential and commercial buildings in the immediate vicinity (the square city block on which the site is located) and document current conditions with photos and written inspection reports. The purpose of these inspections is to determine current conditions to minimize post-claims of damage related to the demolition activity.

Easements and Street Closures – The Contractor shall determine the need for temporary easements on adjacent properties and temporary closure of adjacent streets and shall identify the dates and times of such closures in the Master Project Timeline. The Contractor shall be responsible for securing access to temporary easements and coordinating street closures with the City of Columbia.

Miscellaneous Appurtenances - The Housing Authority has removed all equipment, materials, and supplies desired from the buildings. Any remaining equipment, materials, supplies, or debris shall be removed and disposed of by the Contractor prior to commencement of demolition.

Utilities – The Contractor shall be responsible for the coordination of utility disconnections and capping utility lines prior to the commencement of demolition. All precautions must be taken to ensure that there are no interruptions to utility services for neighboring houses or businesses during the demolition process.

2.5 DEMOLITION

The selected Contractor shall be responsible for the demolition and/or removal of all identified structures from the site; removal and capping of all overhead and underground utility lines to the main supply and service; removal of all concrete walks and blacktop from parking areas; and grading, fill and seeding of all land to provide a clean and buildable site for redevelopment.

Deconstruction and Removal – The Contractor may choose to deconstruct and recycle any building components in the structures to be demolished. All such decisions shall be the sole responsibility and liability of the Contractor. If material is salvaged and sold, 50% of sales proceeds will be provided to Columbia Housing in the form of a credit for the total contract costs.

Demolition - The Contractor shall demolish all structures in accordance with the agreed upon and approved plans and specifications prepared in the design and engineering phase of the project. All demolition activity shall be completed in accordance with all provisions set forth in the permitting applications to the State of South Carolina and the City of Columbia and industry standards for demolition activity.

Slabs and Foundations – The Contractor shall remove all concrete slabs, foundations, footings, and piles located on the site, as applicable. Piles, if existing, shall be cut to a minimum of 12 feet below grade.

Site Restoration – The Contractor shall remove all permeable surface material, including concrete walkways, blacktops, parking areas, and any other pavement on the site. The site shall be restored to the grade of all surrounding land. Fill provided to grade the site must be free from any hazardous conditions, and soil shall be properly compacted. Fill and grading work must be completed under the direction of a geotechnical engineer, and CH has the right to inspect and approve all fill material prior to installation on site. The site must be seeded in accordance with the DHEC-approved erosion control plan and related requirements.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION

Columbia Housing is asking qualified and experienced Contractors to submit bids for the work described in this solicitation. The selected respondent shall be responsible for safety planning and all environmental compliance requirements related to the demolition of the buildings. Completed work shall consist of providing the Housing Authority with a “clean and buildable” site for redevelopment.

It is the intent of Columbia Housing to select a single Contractor based on the lowest responsible bid.

It should be noted that the dates listed are estimated and may be changed based on the needs of Columbia Housing. Changes in dates will be issued via an addendum to this solicitation.

CONTRACTOR SELECTION SCHEDULE	ESTIMATED DATE
Availability of RFP Package	Wednesday October 18, 2023
Virtual Pre-Bid Conference Columbia Housing Board Room 1917 Harden Street First Floor	Wednesday, October 25, 2023 2:00 PM
Deadline for Submission of Questions	October 27, 2023
Issuance of Response to Questions	October 30, 2023
Proposal Due Date and Time	November 7, 2023 – 2:00 PM Local Time
Recommendation of Contract Award to Board of Commissioners	November 16, 2023
Contract Start Date	December 1, 2023

3.2 CONTENT OF SUBMISSION

Respondents shall submit the following documentation in the order listed, which will serve as the response to the bid and enable Columbia Housing to determine “responsible” bidders.

- Experience** - Provide a brief description of previous demolition experience. Provide a listing of all demolition projects in progress or completed over the past five years with the following information: name and location of project; description and size of buildings demolished; method of demolition (deconstruction, demolition, or implosion); total project demolition costs; and name, address, email and telephone number of client/owner for each demolition project listed.
- Demolition Team** – List the names and a brief bio/background of key personnel who will constitute the Demolition Team under this request, including all subcontractors to be used. Provide the address of the principal office of each entity listed. Identify the Project Manager to be assigned to this contract. Identify if any firm listed is a Minority/Woman/Disadvantaged Business Enterprise.
- References**– Provide five (5) current or recent references for demolition projects similar in size and scope the Respondent has completed within the past five years.

4. **Bid Amount Insurance** – Complete the bid form attached in Exhibit C of this document and provide a certificate of insurance identifying all insurance coverage and amounts of each type of coverage. Provide a letter from a bonding company indicating the respondent’s ability to secure a 100% payment and performance bond.
5. **Forms** – Complete all forms, sign, date, and notarize as applicable, all forms found as Attachment to this solicitation.

3.3 DIRECTIONS FOR SUBMISSION

Optional Pre-Bid Conference - A pre-bid conference will be held on **Wednesday, October 25, 2023, at 2:00 PM Eastern Standard Time**. The pre-bid conference is **not mandatory** and will be held at the central office of Columbia Housing, 1917 Harden Street, first-floor boardroom. Enter the first door to the building off Harden Street.

Site Visits – Contractors may make individual arrangements to visit the site by contacting Julia Gibbs, Sr. Project Manager, at jgibbs@columbiahousing.org or (803)365-5742. A letter authorizing Contractors to be on the site for the day and times confirmed will be provided via e-mail. The buildings are currently boarded, but doors will be opened for site tours. Contractors should ensure they have sufficient lights for touring the buildings.

Submission Requirements - The bid package shall be submitted via e-mail to: rmapp@columbiahousing.org at any time prior to the due date and time. The subject line of the e-mail must state:

Bid Package – Columbia Apartments

The electronic file shall be a single PDF document and shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission (Sections 1 through 5 as identified above.).

Formal communication, such as requests for clarification and/or information concerning this solicitation, shall be submitted via e-mail to Rhonda Mapp, Special Projects Coordinator, at rmapp@columbiahousing.org by the date stated in the above schedule. Responses to inquiries will only be provided in writing via issuance of an addendum to this solicitation by the date stated in the schedule detailed above. All addenda will be issued on Columbia Housing’s website.

PART IV – SELECTION PROCESS

4.1 DETERMINATION OF RESPONSIVENESS

An initial review process will be conducted by Columbia Housing staff to establish responsiveness. Responsiveness will be confirmed through determining if the Respondent(s) have met all mandatory requirements outlined in this Request. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive.”

4.2 BID AWARD

The bid shall be awarded to the lowest responsible bidder. Columbia Housing will review respondents experience, staff, references, and insurance to determine whether the low bidder is responsible and capable of carrying out all tasks under this solicitation.

PART V - GENERAL CONDITIONS

5.1 CONFLICT OF INTEREST

- a. The respondents warrant that to the best of their knowledge and belief, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual, or other interests are such that:
 1. Respondents may have an unfair competitive advantage; or
 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondents shall disclose such conflict of interest fully in the proposal submission.
- b. The respondents agree that if, after award, he, she, or it discovers an organizational conflict of interest with respect to this solicitation, he, she, or it shall make an immediate and full disclosure in writing to Columbia Housing that shall include a description of the action, which the respondents have taken or intends to take to eliminate or neutralize the conflict. CH may, however, disqualify the respondents or, if a contract has been entered into with the respondents, terminate the said contract at its sole discretion.
- c. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to CH, Columbia Housing may disqualify the respondents.
- d. The provisions of Section 5.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondents.
- f. No member, officer, or employee of CH, no member of the governing body of the locality in which the project is situated, no member of the governing body in which CH was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondents selected to perform the services described above shall, during the term of their contract or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

5.2 COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondents.

5.3 AWARD

A contract shall be awarded in accordance with the terms and conditions of this RFP. CH reserves the right to negotiate and award any element of this RFP, to reject any or all proposals, or to waive any minor irregularities or technicalities in proposals received.

5.4 PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, a list of firms submitting proposals will be furnished upon written request only and will not be provided by telephone. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm.

5.5 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein shall be made through the execution of a duly authorized contract prepared by CH. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer, or representative of CH concerning the award until a contract agreement is executed.

5.6 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify CH in writing specifying the regulation which requires alteration. CH reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to CH.

5.7 NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

Services will be inspected for compliance with specifications. Services not conforming to specifications will not be accepted. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement costs may be charged against the firm.

5.8 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of CH. Claims for sums of money due or to become due from CH pursuant to the contract may be assigned to a bank, trust company, or other financial institution. CH is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining CH's prior written consent.

5.9 AVAILABILITY OF RECORDS

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), CH, and any duly authorized representative of each, shall have full and free access to and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

5.10 PATENTS – LICENSES AND ROYALTIES

The successful firm shall indemnify and save harmless CH, their employees, and consultants from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process, or article manufactured or used in the performance of the contract, including its use by CH. If the vendor uses any design, device, or material covered by letters, patents, or copyrights, it is mutually agreed and understood that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work. Further, all residual rights to Patents, Licenses, and Royalties (e.g., software and license to use same purchased) shall revert to CH at the end of the Agreement.

5.11 PERMITS AND LICENSES

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold CH harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the firm.

5.12 TAXES

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold CH harmless in every respect against tax liability.

5.13 ADVERTISING

In submitting a proposal, the firm and their consultants agree not to use the results as a part of any commercial advertising.

5.14 INSURANCE

- a. **Insurance**. The selected firm shall maintain at its expense during the term of the Contract the following insurance.
 - (1) Worker's Compensation Employer's Liability in the amount of \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for each disease/each employee.
 - (2) Automobile Liability Insurance (covering all owned, hired, and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Georgia No-Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
 - (3) Errors and Omissions Insurance in the amount of \$2 million.
 - (4) Professional Liability Insurance in the amount of \$1 million.
 - (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

CH shall be named as additional insured on all policies.

- b. **Waiver.** The selected firm shall not hold CH liable for any personal injury incurred by their respective employees, agents or consultants, contractors, or subcontractors while working on these projects. The firm agrees to hold CH harmless from any such claim by its employees, agents, consultants, contractors, or subcontractors unless a Court having jurisdiction finds there is gross negligence of an employee of CH while acting within the scope of their employment.
- c. **Qualification.** The insurance company covering the firm must be licensed to do business in the State of South Carolina and have a Best's Guide rating of "A+" or higher.

5.15 PROOF OF LIABILITY INSURANCE

The successful firm shall furnish to CH a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with CH for the duration of the contract and no less than one year thereafter.

5.16 STANDARDS OF CONDUCT

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. All employees shall wear a photo identification card while working on-site at CH property.

5.17 REMOVAL OF EMPLOYEES

CH may request the successful firm to immediately remove from assignment to CH and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- (3) Theft, vandalism, immoral conduct, or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment at CH.

5.18 SUPERVISION

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified supervisor and one or more alternates shall be designated in writing to CH prior to contract start. The firm or its designated representative shall be readily available to meet with CH personnel. The successful firm shall provide the telephone numbers where its representative(s) can be reached.

5.19 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of CH weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

5.20 DISPUTES

- a. **Issues Causing Protest.** Any respondents which dispute the reasonableness, necessity, or competitiveness of the terms and conditions of this solicitation or who have been adversely affected by a decision concerning a notice of intended or actual award may file a written notice of protest with the CH Executive Director.
- b. **Filing the Protest.** The respondents must first advise CH's Executive Director in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - (1) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by CH's notice of intended or actual award.
 - (2) A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
 - (3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - (4) A concise statement of the ultimate facts alleged, as well as CH's policies, which entitle the Respondents filing the protest to relief.
 - (5) A demand for relief the Respondents deem they are entitled.
 - (6) Any other information, which the Respondents contend, is material.
- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process or award process will be stopped until the protest is resolved. The CH Executive Director may set forth in writing particular facts and circumstances which require the continuance of the solicitation process on an emergency without the above-mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety, or welfare. This written documentation will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.
- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the Executive Director will attempt to resolve the protest on an informal basis. The Executive Director will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.
- f. **Resolution.** The Executive Director may request such information pertaining to the matter as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondents making the protest of his/her decision.

5.21 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The firm shall provide such financial and programmatic information as required by CH to comply with all Federal, State, and local law reporting requirements.

5.22 NONDISCRIMINATION

The firm agrees that it will abide by Federal, State, and Local Laws and City ordinances incorporated by reference herein.

5.23 SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include the submittal of reports applicable to Section 3 requirements.

5.24 PROJECT PERSONNEL

Except as formally approved by CH, the key personnel identified in the accepted proposal shall be the individuals who will actually complete the work at the proposed levels of effort. Changes in staffing must be proposed in writing to CH and approved.

5.25 PAYMENT

Periodic payments for services shall be provided as negotiated and outlined in the contract document.

5.26 NOTICES

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to CH shall be addressed as provided in the contract.

5.27 CANCELLATION

Irrespective of any default hereunder, CH may also, at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

5.28 LAWS

The laws of the State of South Carolina and applicable federal law shall govern the contract.

EXHIBITS

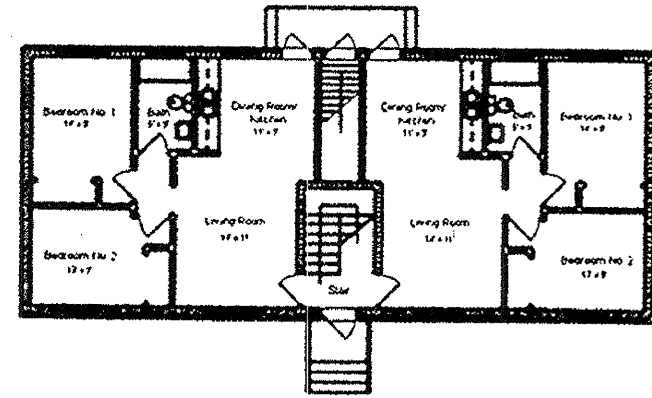
- A. Columbia Apartment Building Plans
- B. Environmental Part 58 Assessment and Phase I Report
- C. Bid Form

ATTACHMENTS

- 1. HUD Form 5369 – Instruction to Bidders
- 2. HUD Form 5369A – Representations, Certifications of Bidders
- 3. HUD Form 5370 – General Conditions Construction
- 4. Non-Collusive Affidavit
- 5. Piggy-back Clause
- 6. Section 3 Policy and Procedures
- 7. Davis Bacon Fact Sheet and Wage Rates

NOTE: GENERAL CONTRACTOR TO SECURE ADDRESSES TO THE FRONT OF EACH BUILDING. THE APARTMENT NUMBER SHALL BE SECURED AT EACH MAIL BOX AND EACH APARTMENT ENTRANCE DOOR.

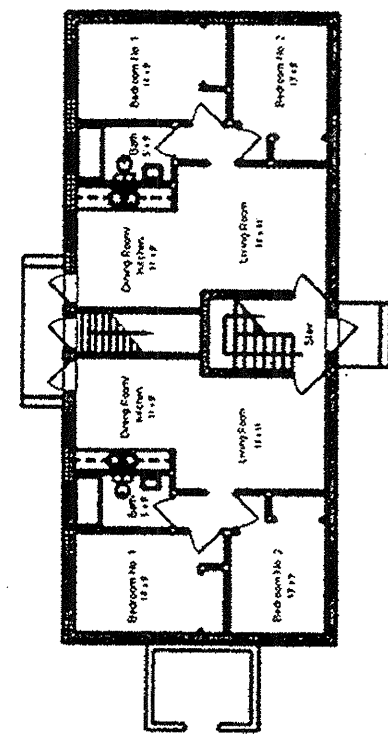
2131 I,J,K,L



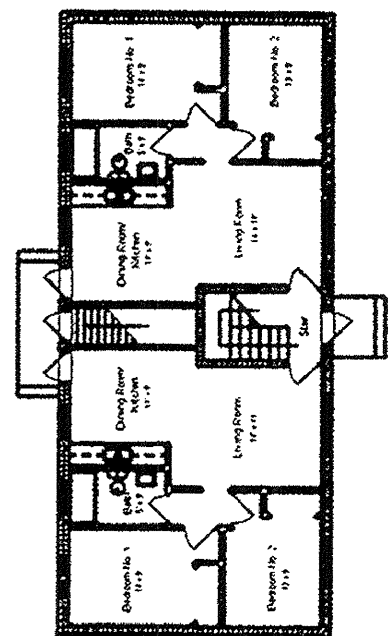
Columbia Apartments Site Schematic

not to scale

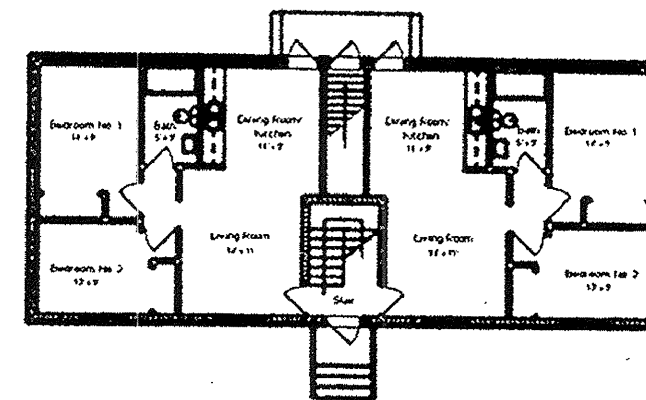
2131 E,F,G,H



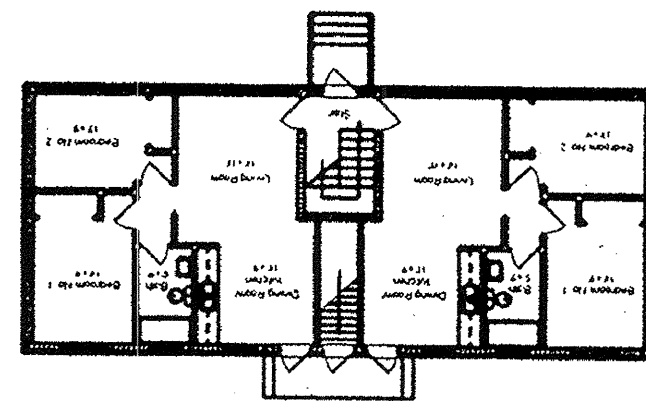
2131 A,B,C,D



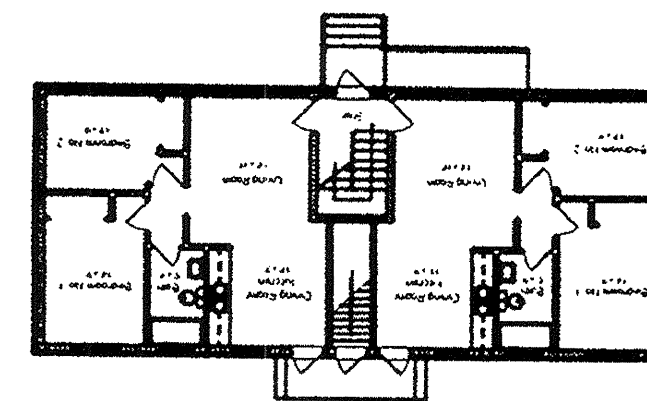
2151 A,B,C,D



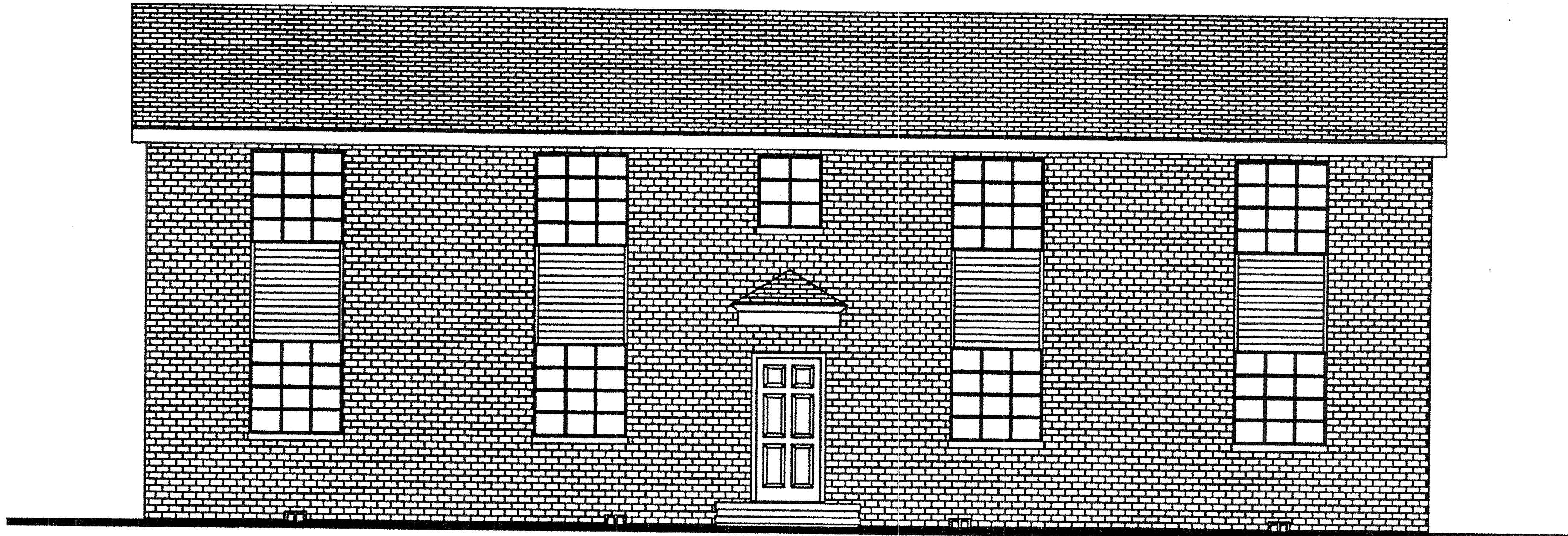
2149 E,F,G,H



2149 A,B,C,D

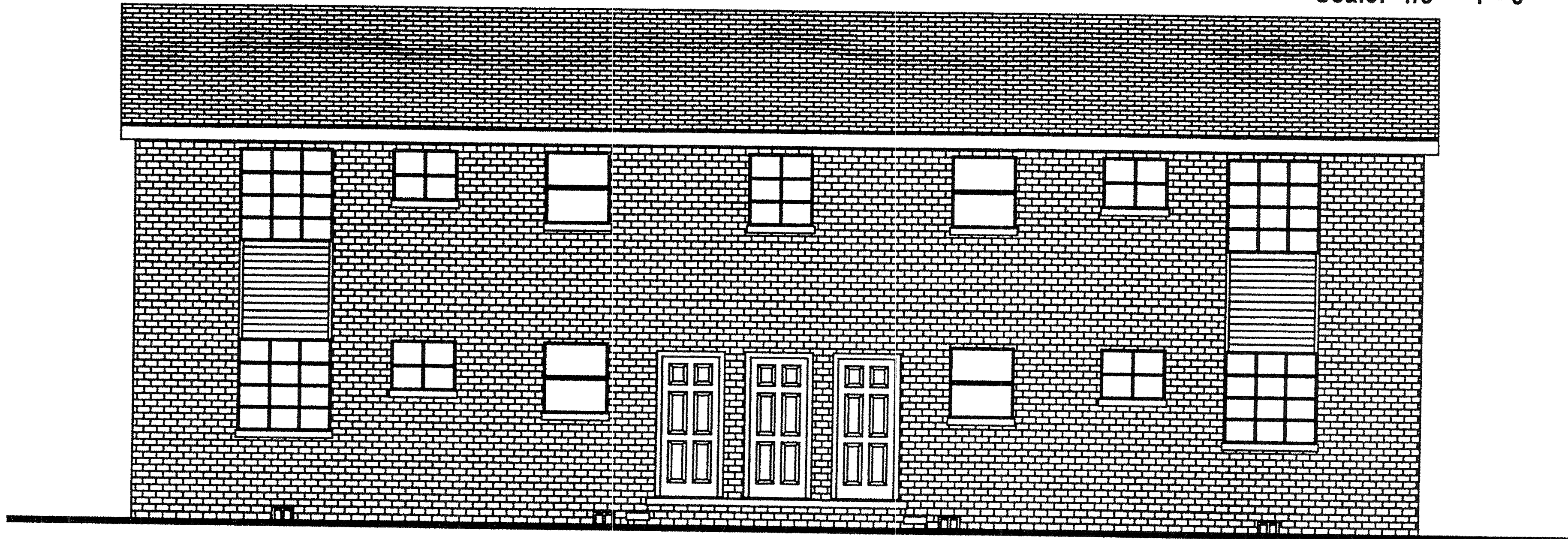


Slighs Avenue



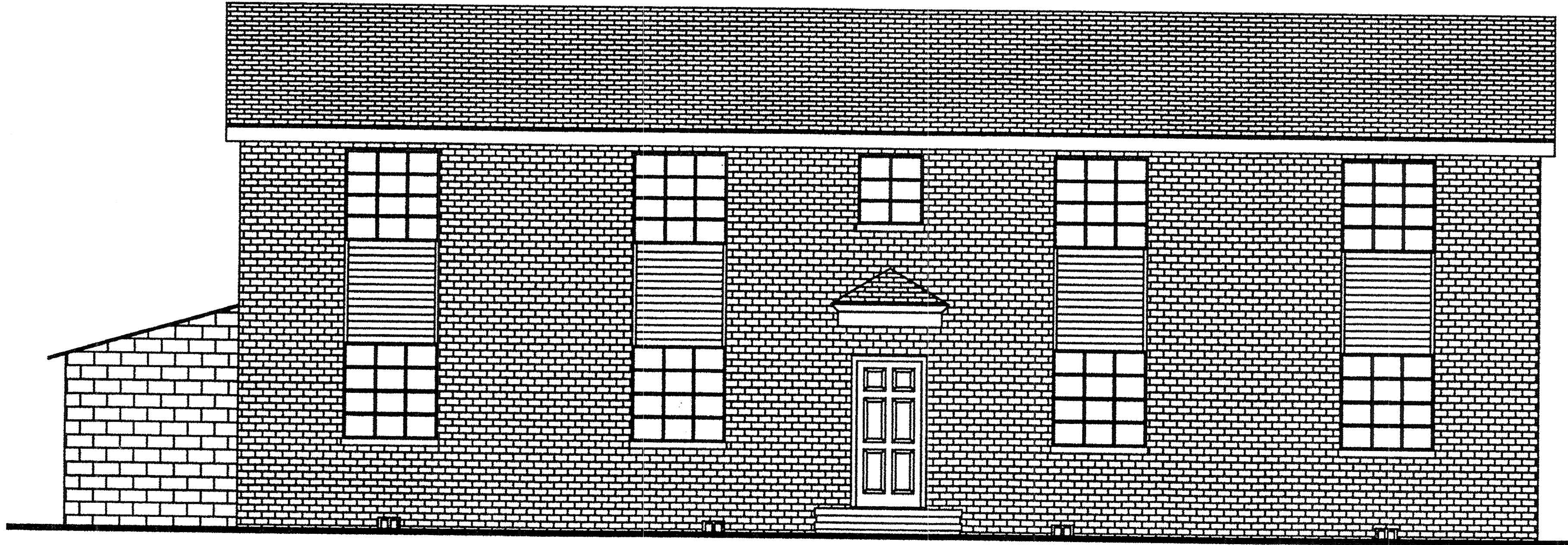
Front Elevation
Scale: 1/8" = 1' - 0"

Rear Elevation
Scale: 1/8" = 1' - 0"



2131 A-D Slighs Avenue
Columbia Apartments
Celia Saxon



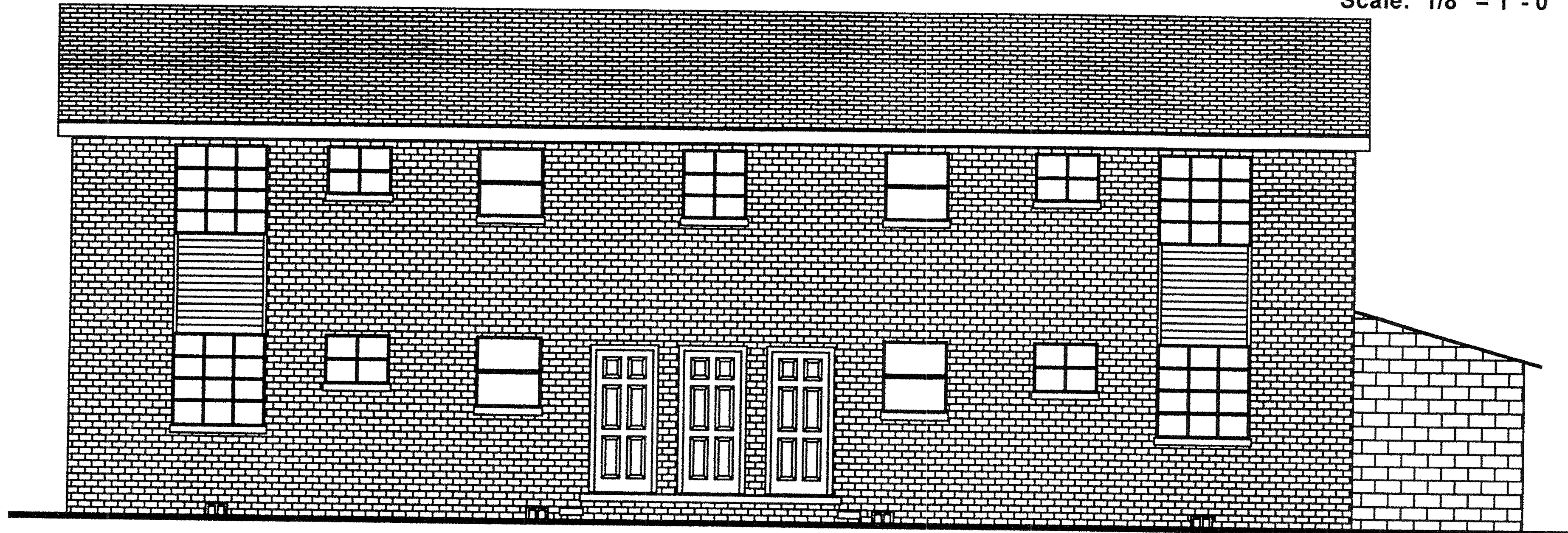


Front Elevation

Scale: 1/8" = 1' - 0"

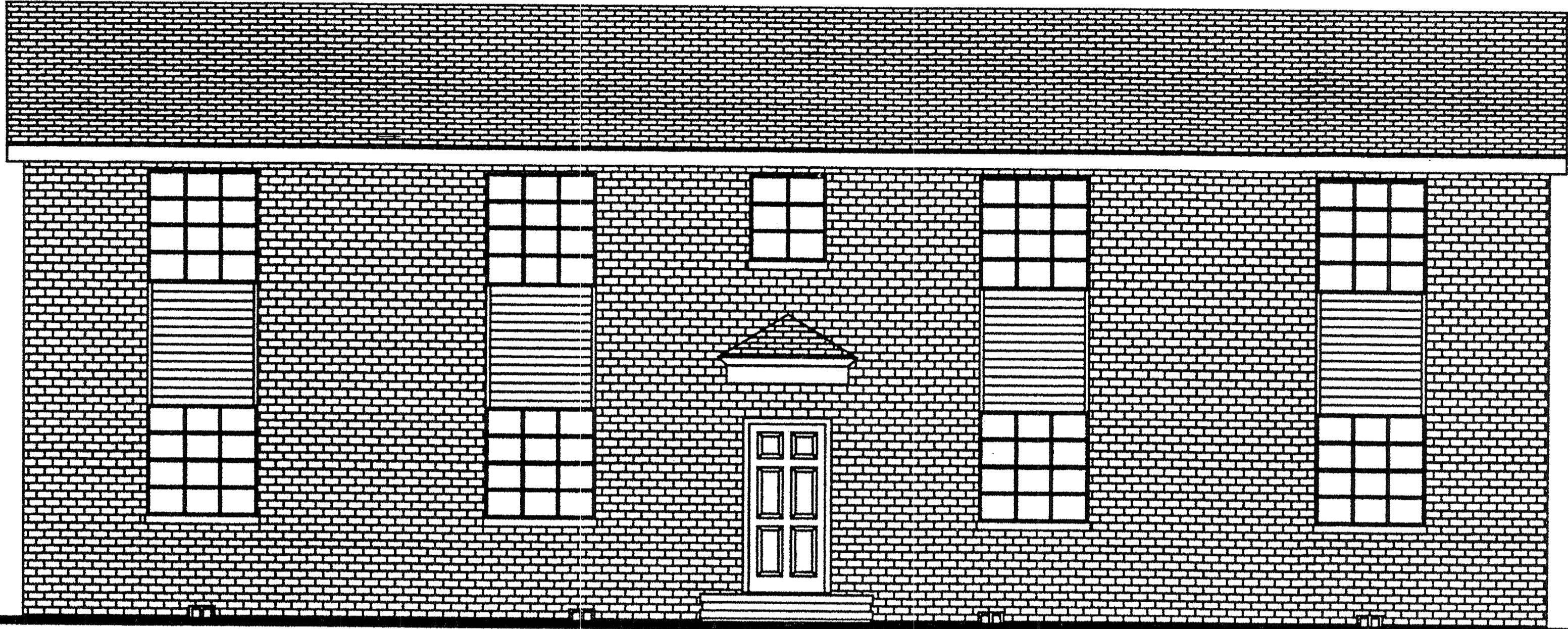
Rear Elevation

Scale: 1/8" = 1' - 0"



2131 E-H Slighs Avenue
Columbia Apartments
Celia Saxon



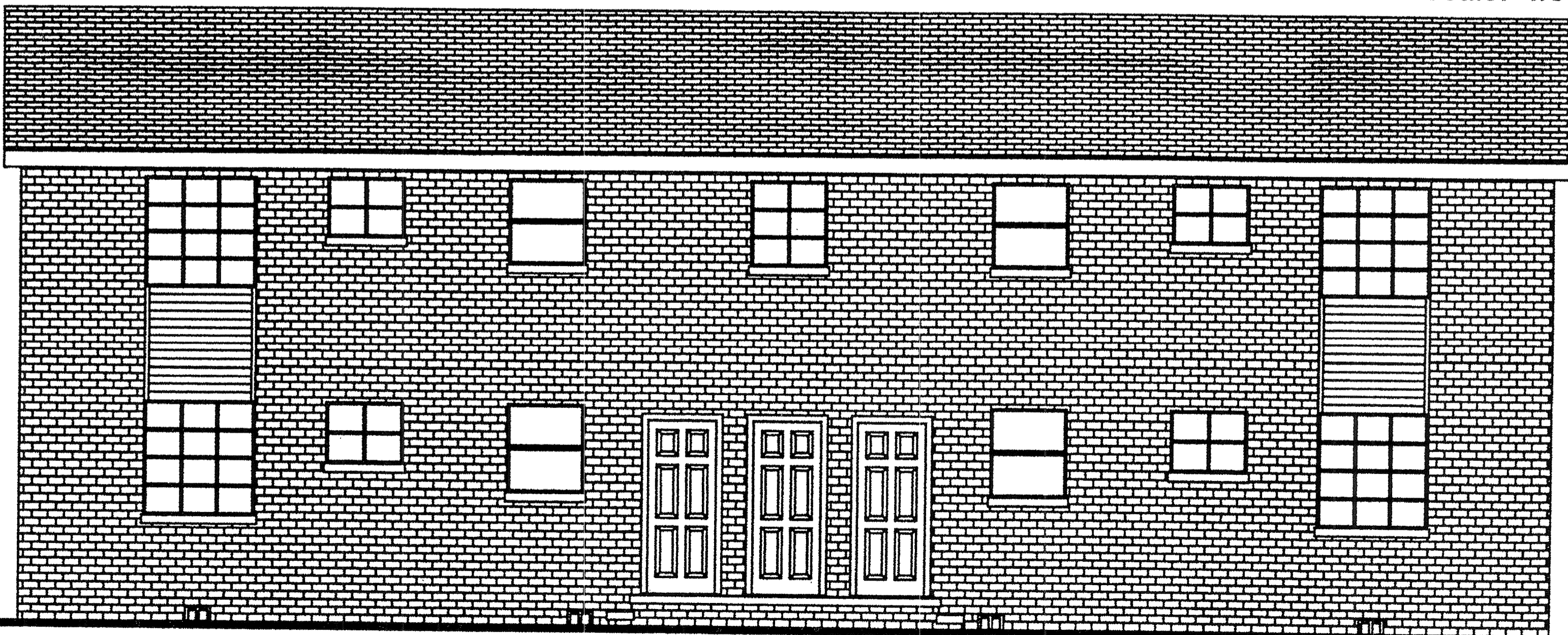


Front Elevation

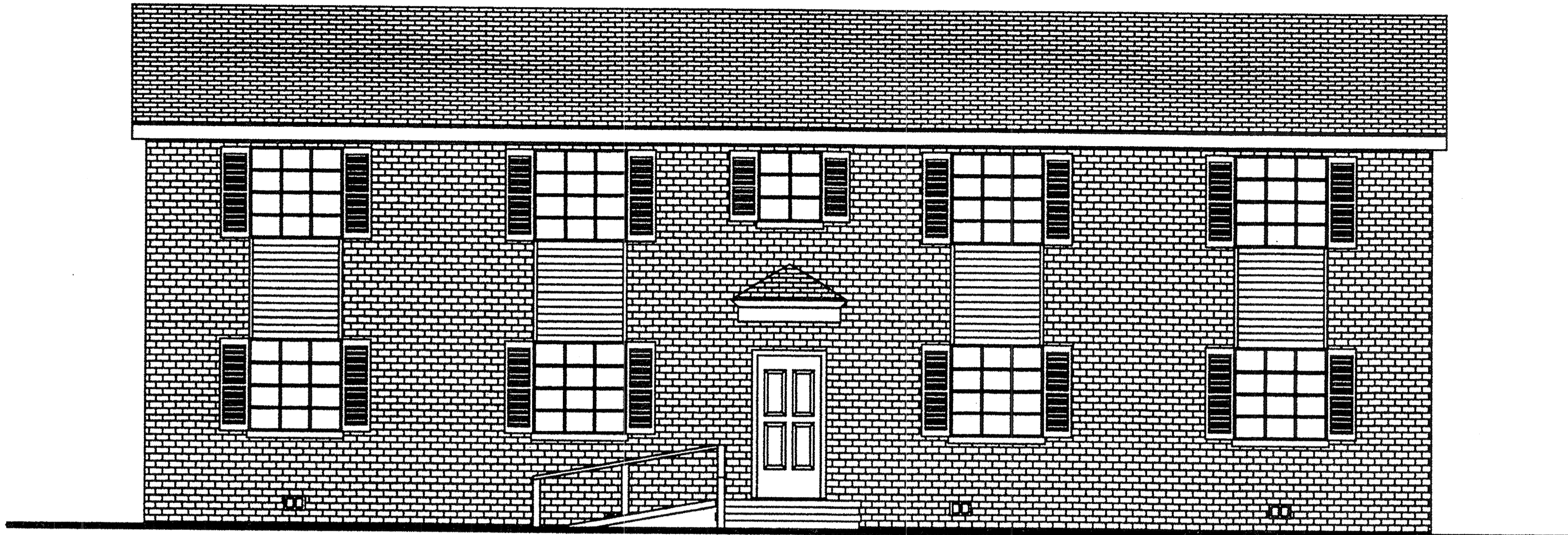
Scale: 1/8" = 1' - 0"

Rear Elevation

Scale: 1/8" = 1' - 0"



2131 I-L Slighs Avenue
Columbia Apartments
Celia Saxon

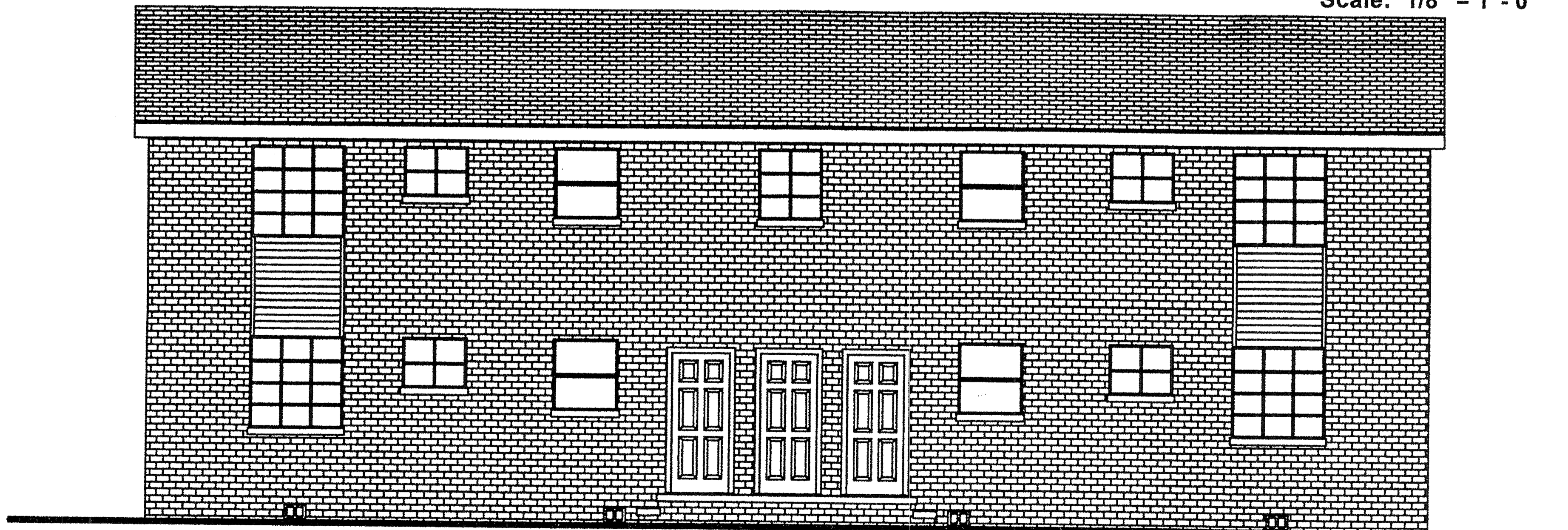


Front Elevation

Scale: 1/8" = 1' - 0"

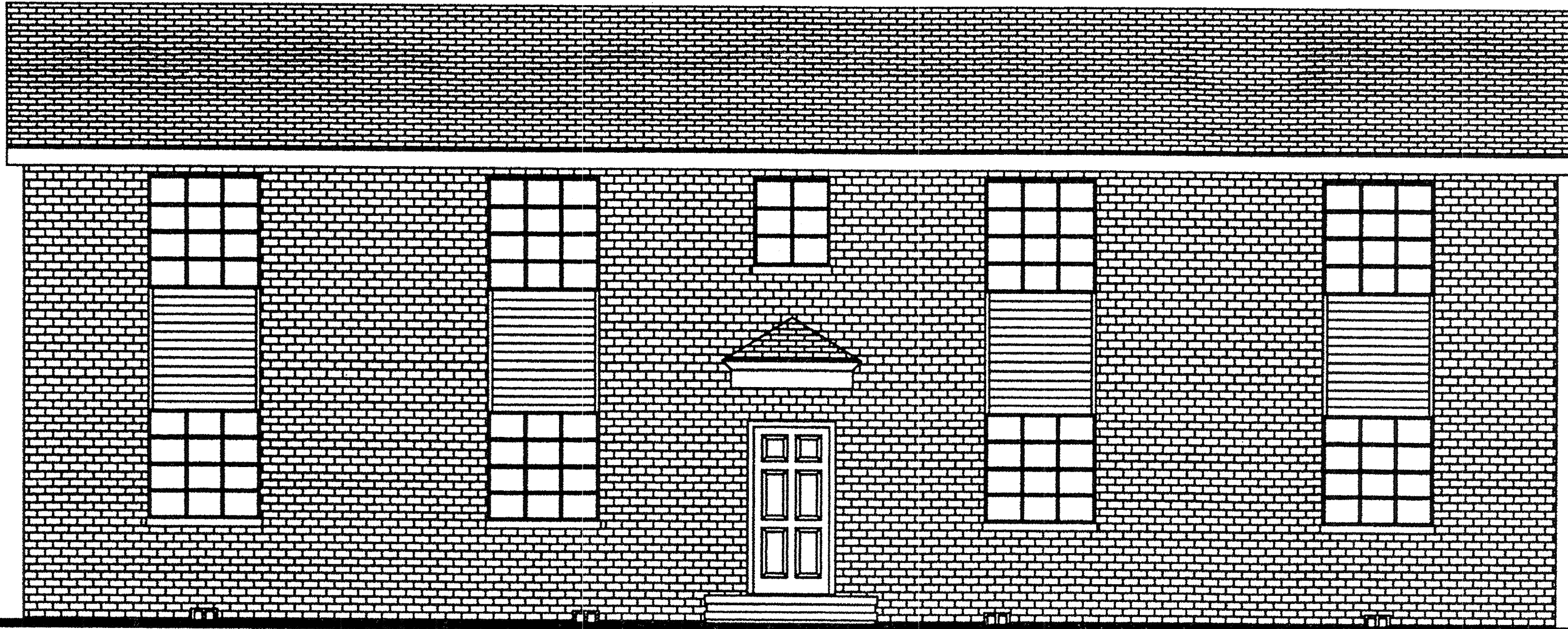
Rear Elevation

Scale: 1/8" = 1' - 0"



2149 A-D Slighs Avenue
Columbia Apartments
Celia Saxon

67

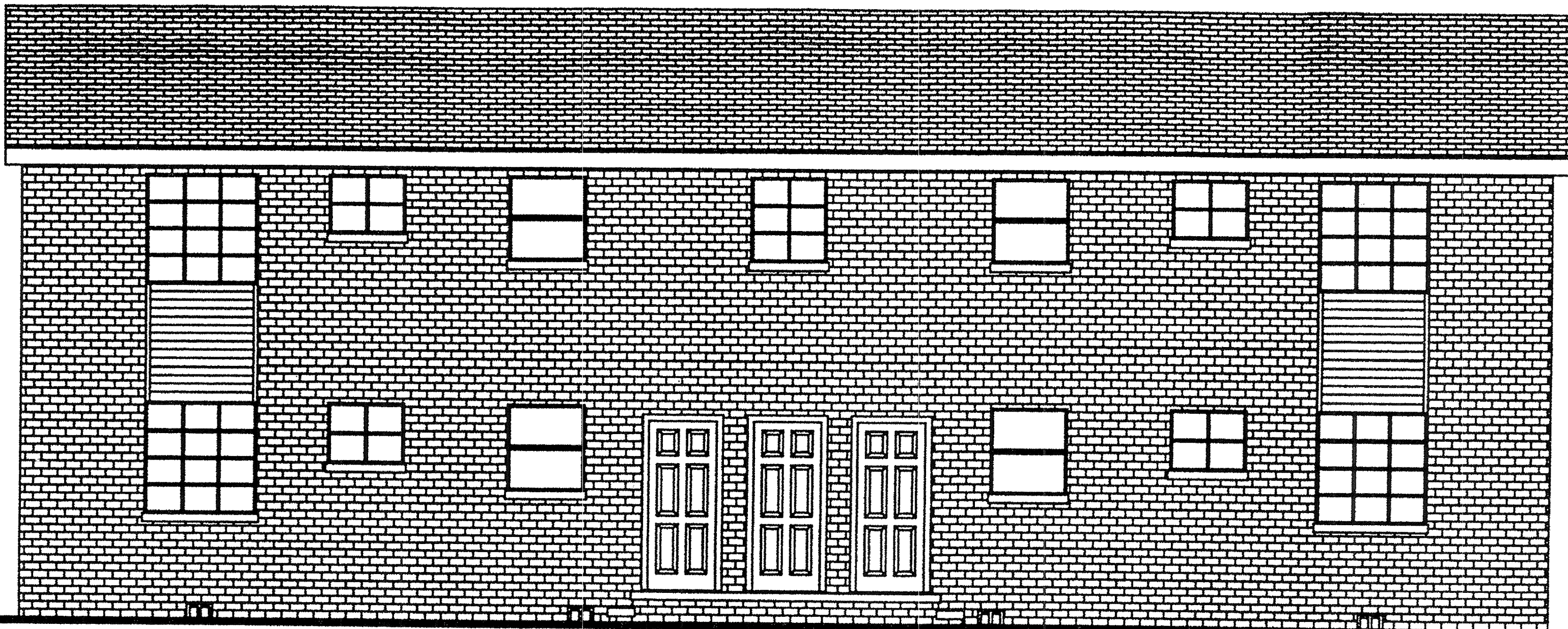


Front Elevation

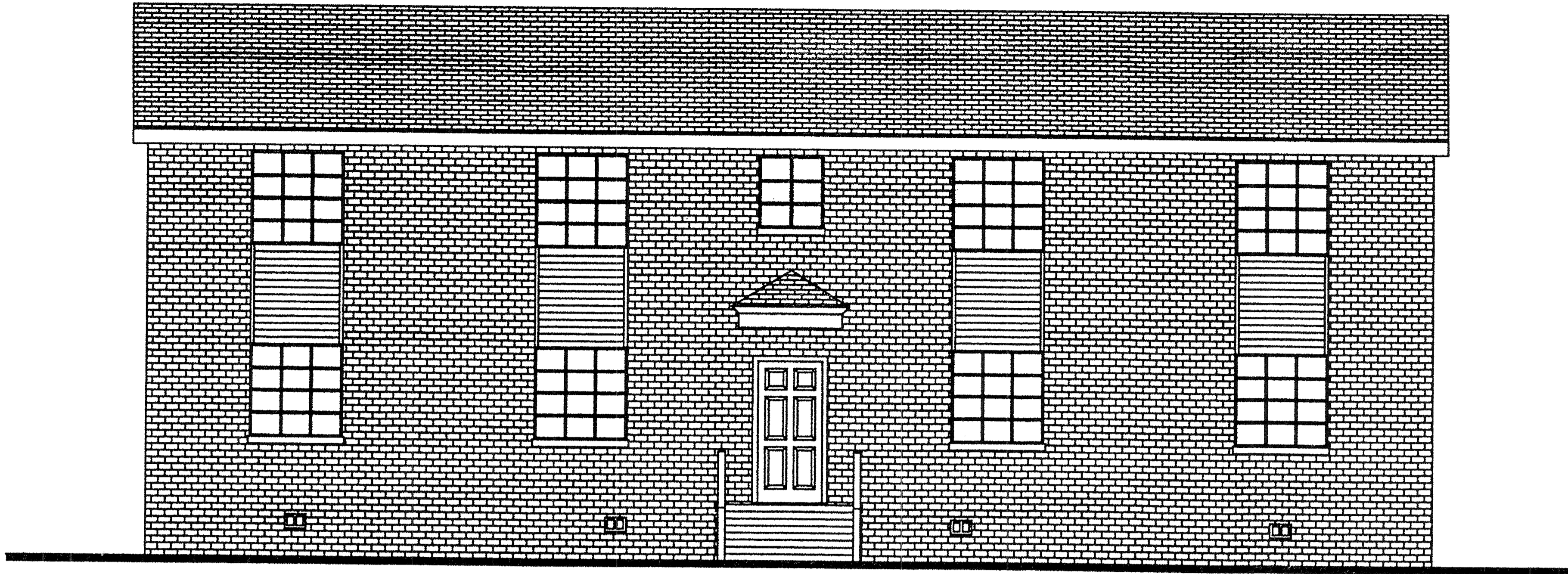
Scale: 1/8" = 1' - 0"

Rear Elevation

Scale: 1/8" = 1' - 0"



2149 E-H Slighs Avenue
Columbia Apartments
Celia Saxon

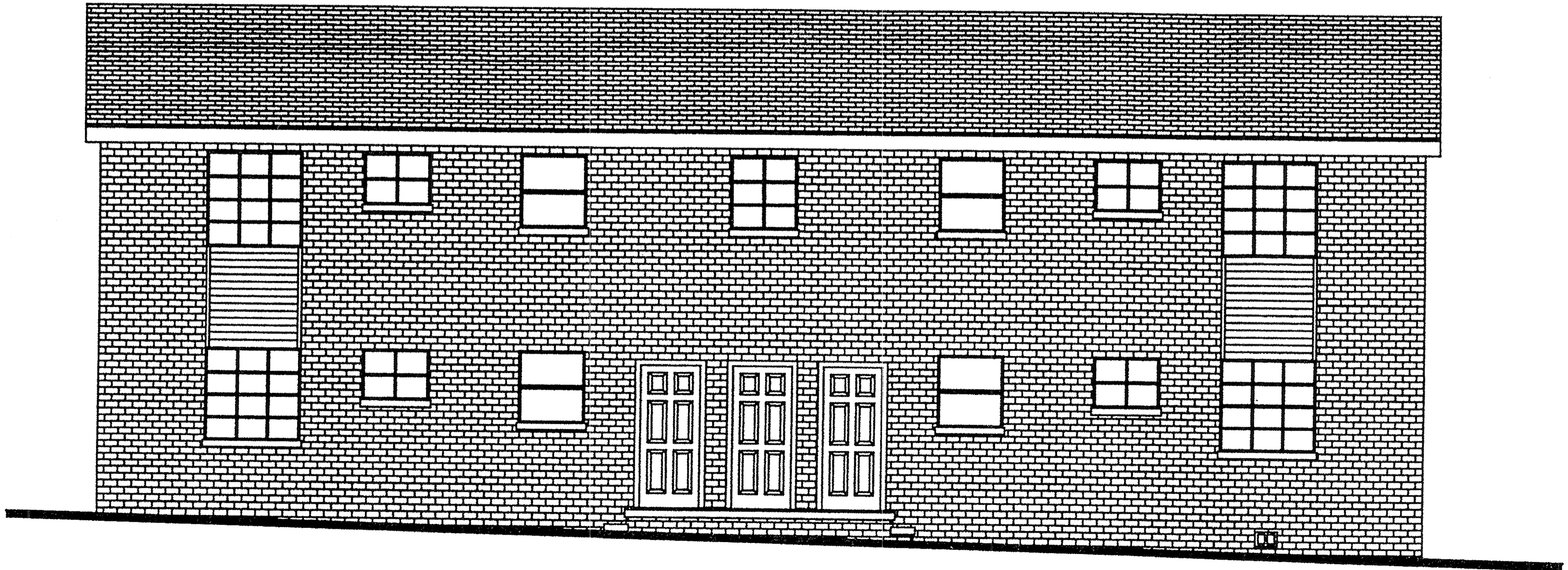


Front Elevation

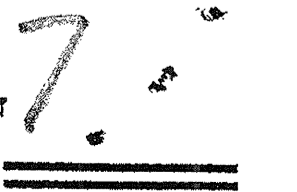
Scale: 1/8" = 1' - 0"

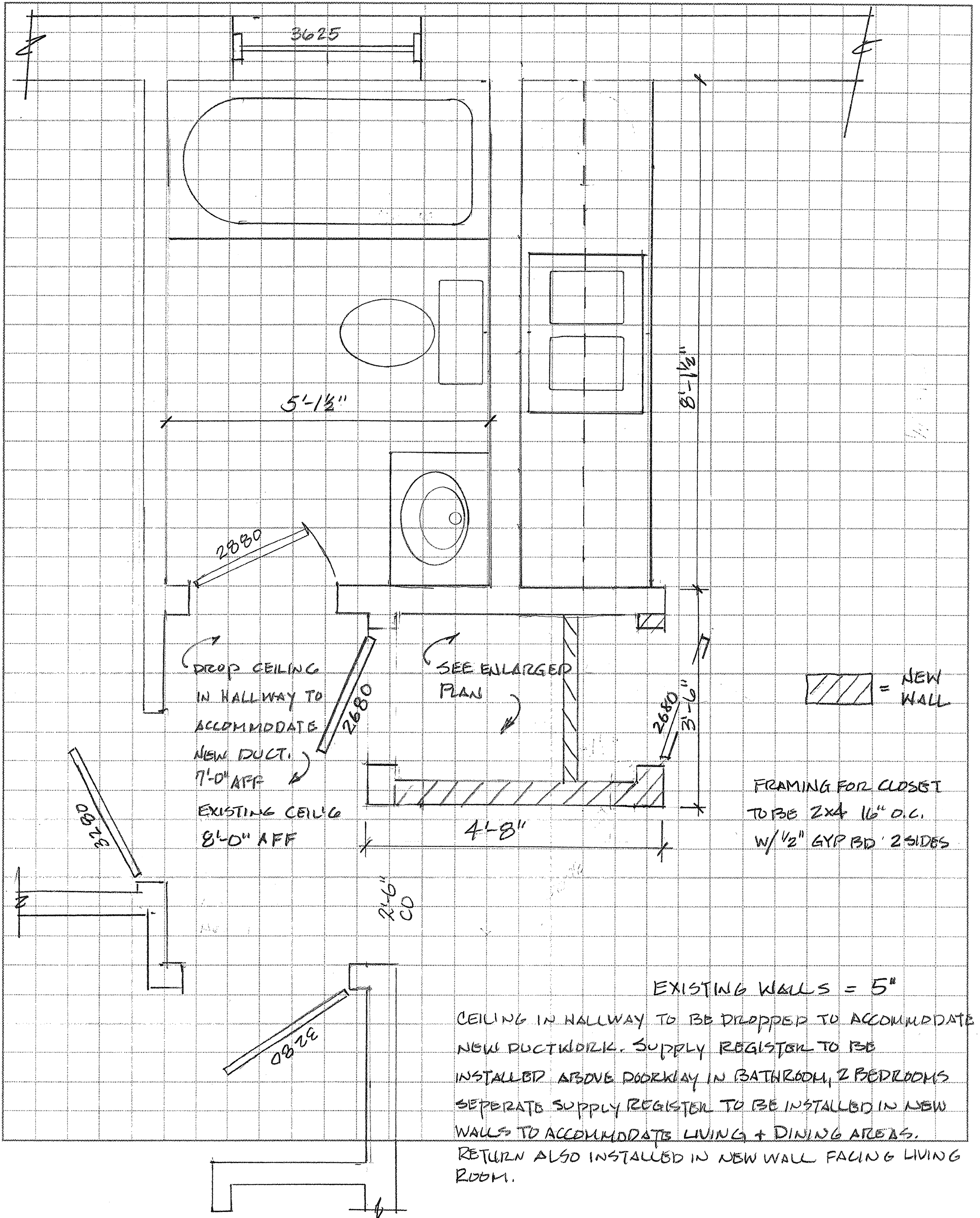
Rear Elevation

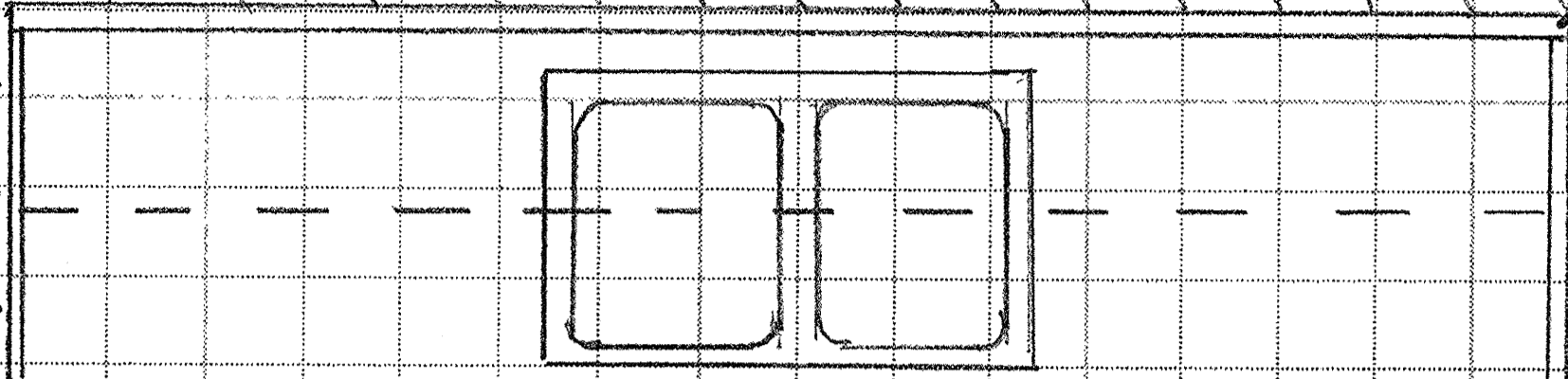
Scale: 1/8" = 1' - 0"



2151 A-D Slighs Avenue
Columbia Apartments
Celia Saxon



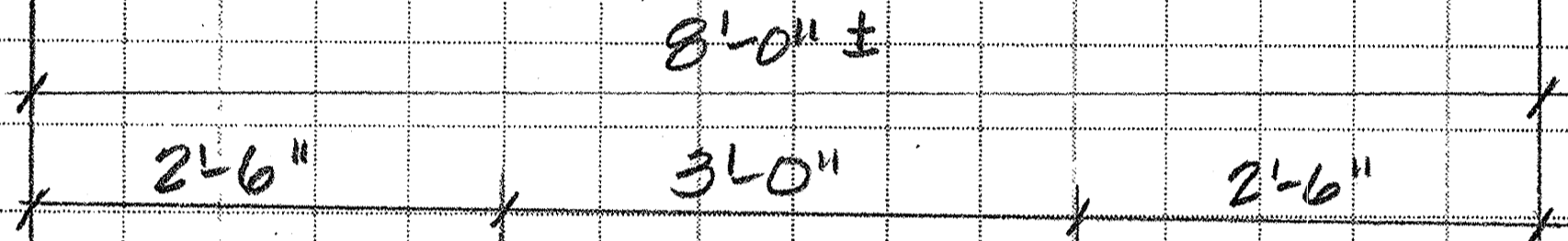




8'-0" ±

PLAN KITCHEN CABINETS

NTS



2'-6"

8'-0" ±

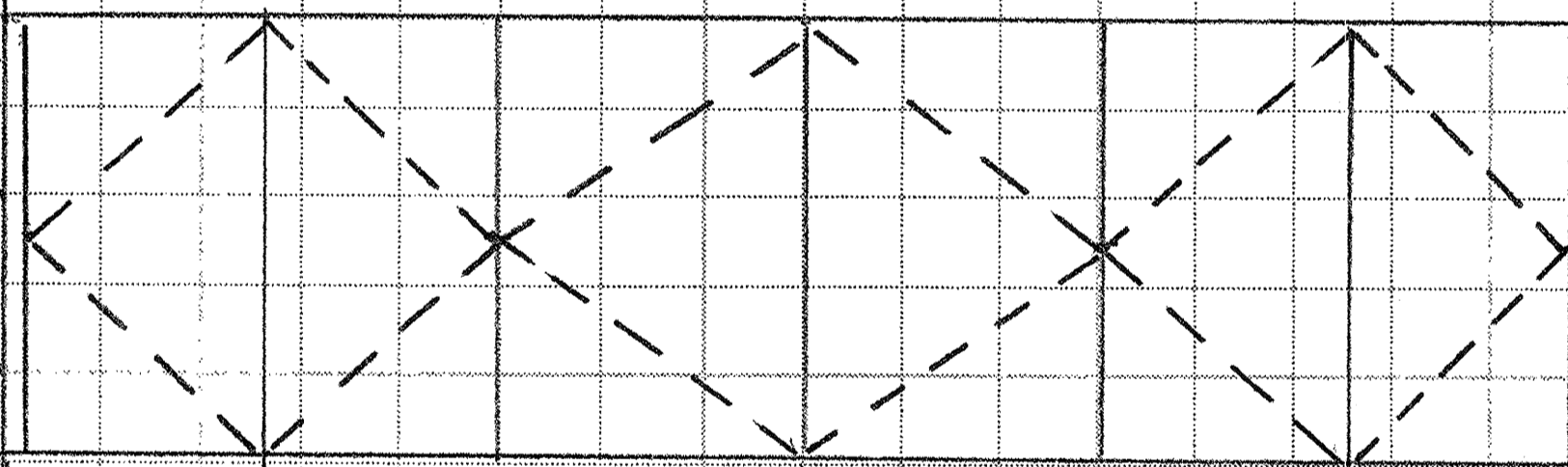
3'-0"

2'-6"

PRO-MANUFACTURED ALL WOOD CABINETS BY ARMSTRONG "CORONET" SERIES OR EQUAL

COUNTERTOP TO BE POST-FORMED W/ DRIP EDGE & 4" BACKSPLASH AND 2 END SPLASH. COLOR TO BE SELECTED BY OWNER

CEILING



1'-0"

2'-6"

1'-6"

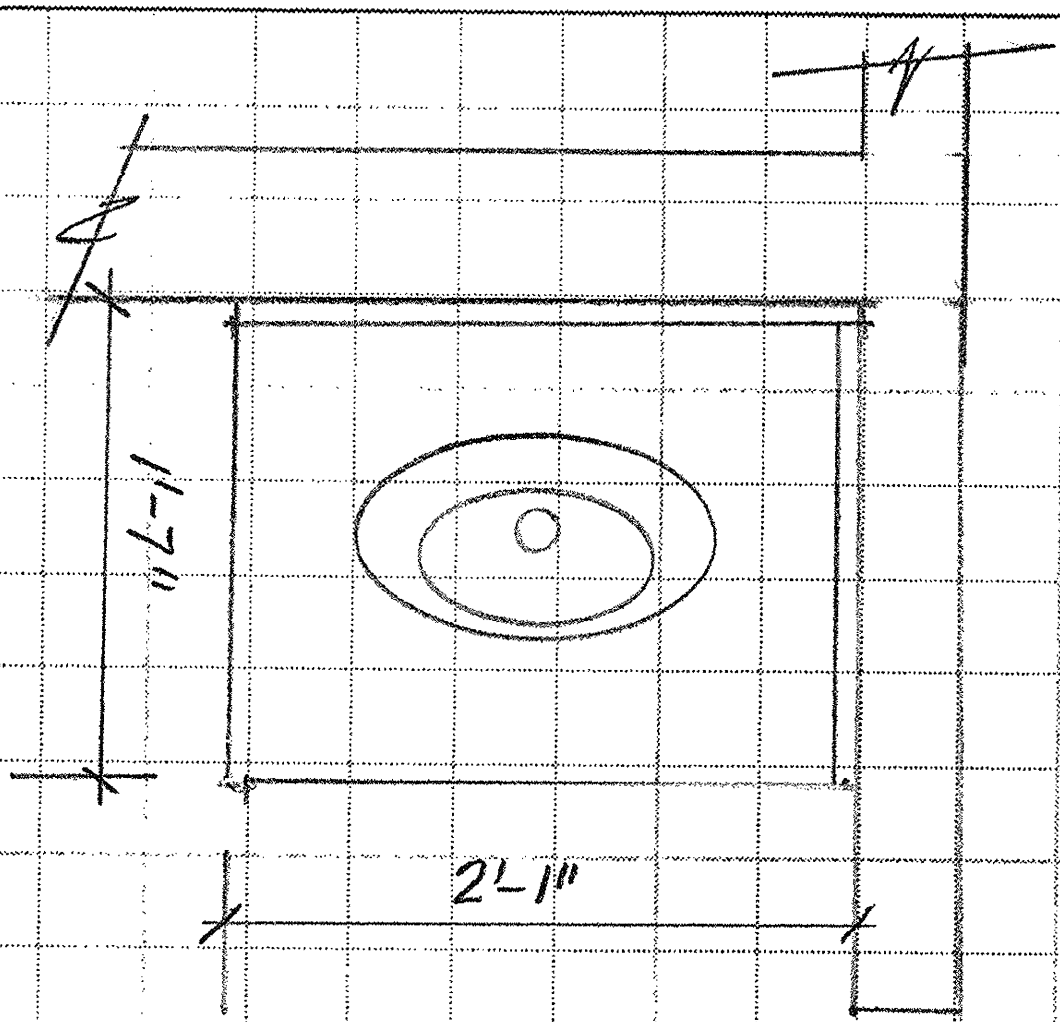
3'-0"

8'-0"

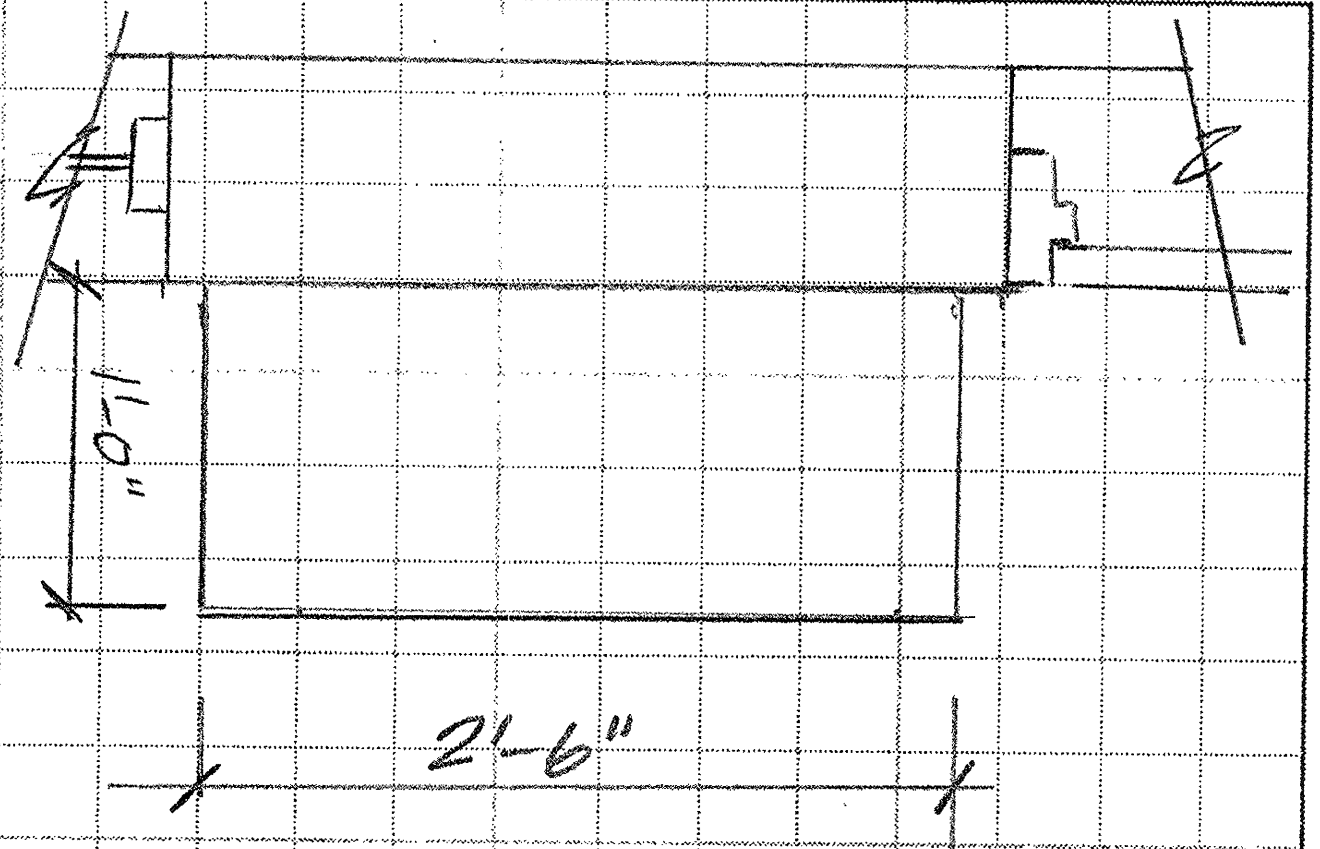
DWR DWR FALSE FRONT DWR DWR

ELEVATION KITCHEN CABINETS

NTS



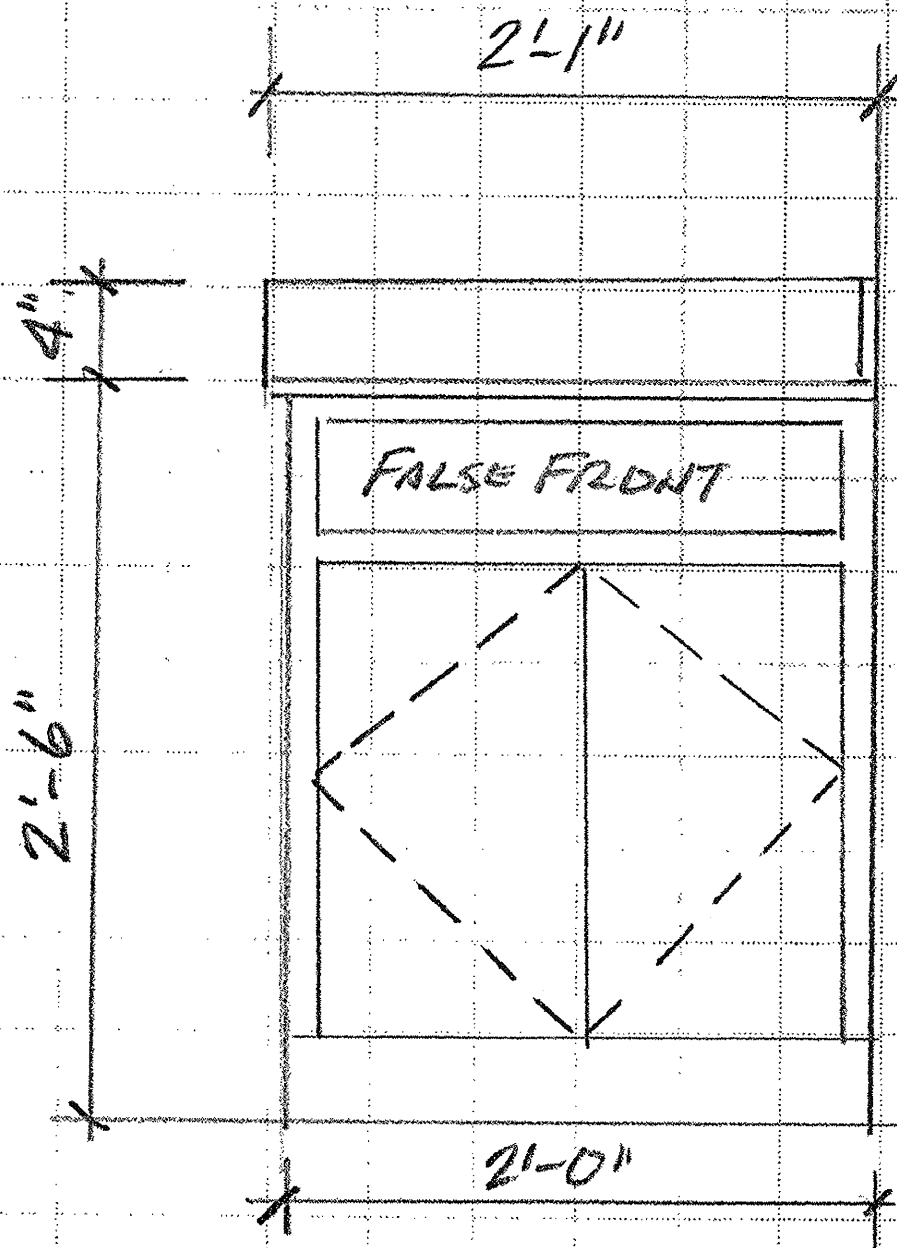
VANITY - PLAN



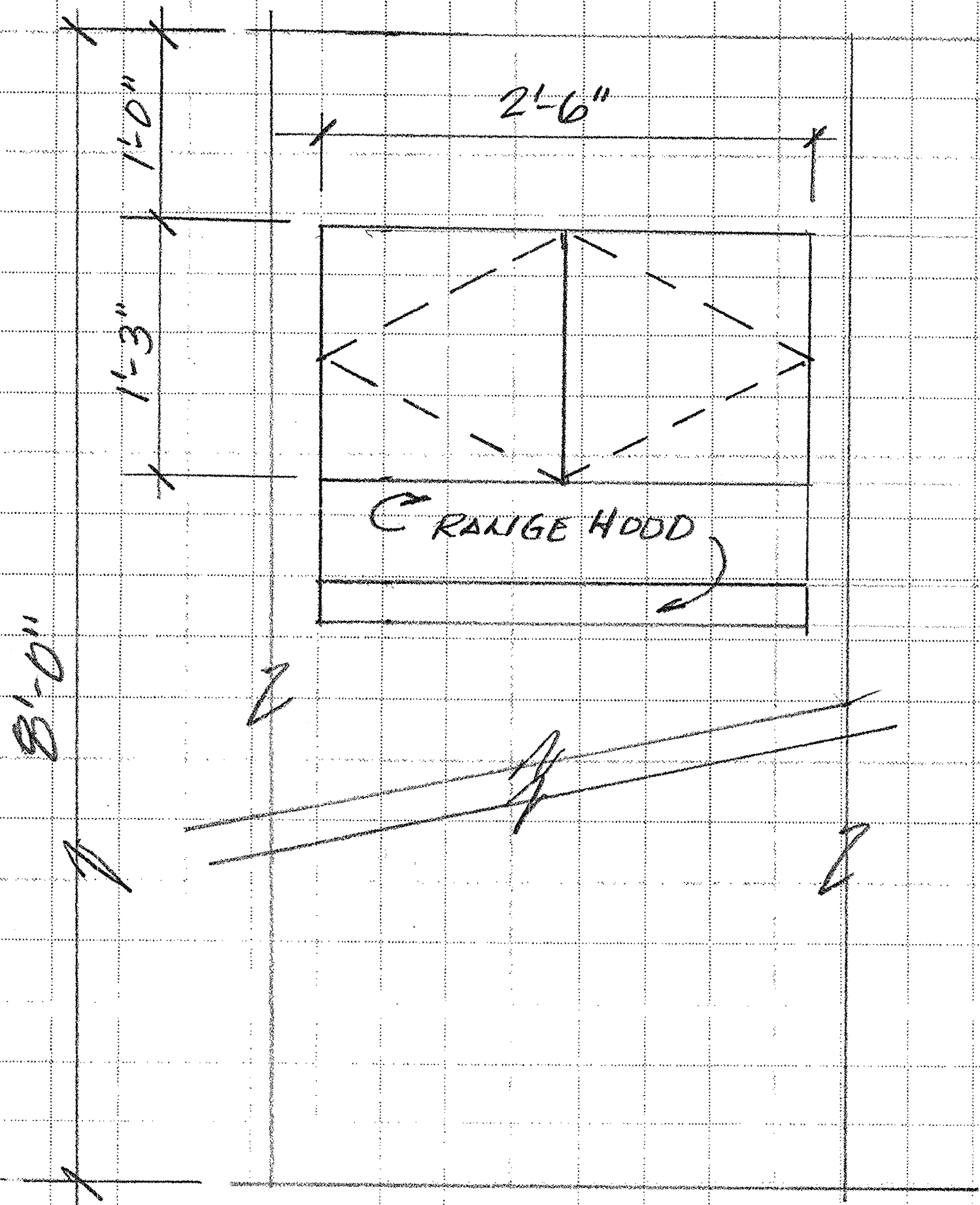
WALL CABINET OVER RANGE

PRE-MANUFACTURED ALL WOOD CABINET
BY ARMSTRONG-CORNING OR EQUAL

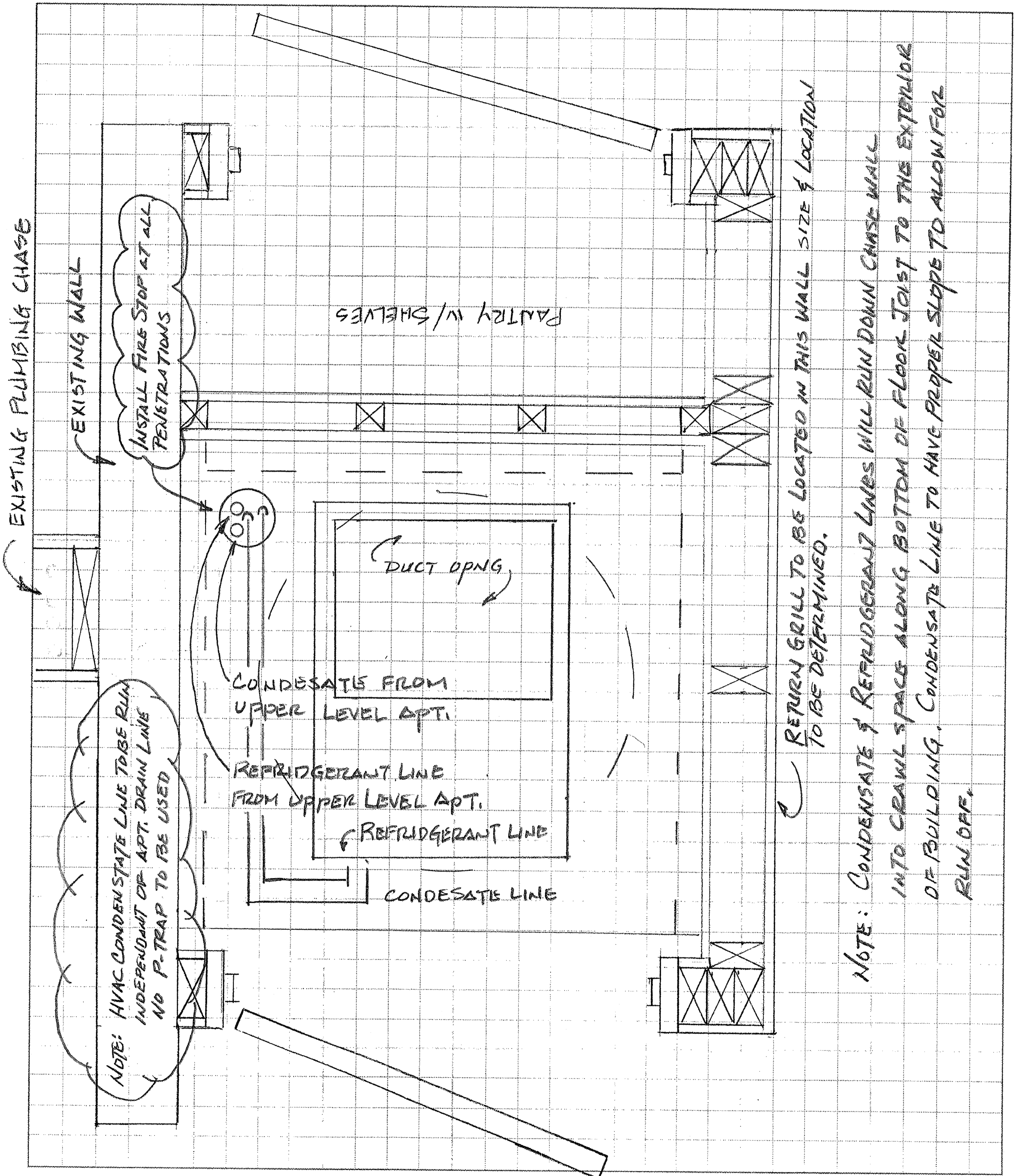
COUNTERTOP FOR VANITY TO BE
CULTURED MARBLE W/ INTEGRAL BOWL
W/ 4" BACKSPLASH + 4" SIDESPLASH



ELEVATION OF VANITY



ELEVATION @ WALL CABINET



EXISTING PLUMBING CHASE

EXISTING WALL

INSTALL FIRE STOP AT ALL PENETRATIONS

NOTE: HVAC CONDENSATE LINE TO BE RUN INDEPENDANT OF APT. DRAIN LINE NO P-TRAP TO BE USED

PAINTRY W/ SHELVES

DUCT OPNG

CONDENSATE FROM UPPER LEVEL APT.

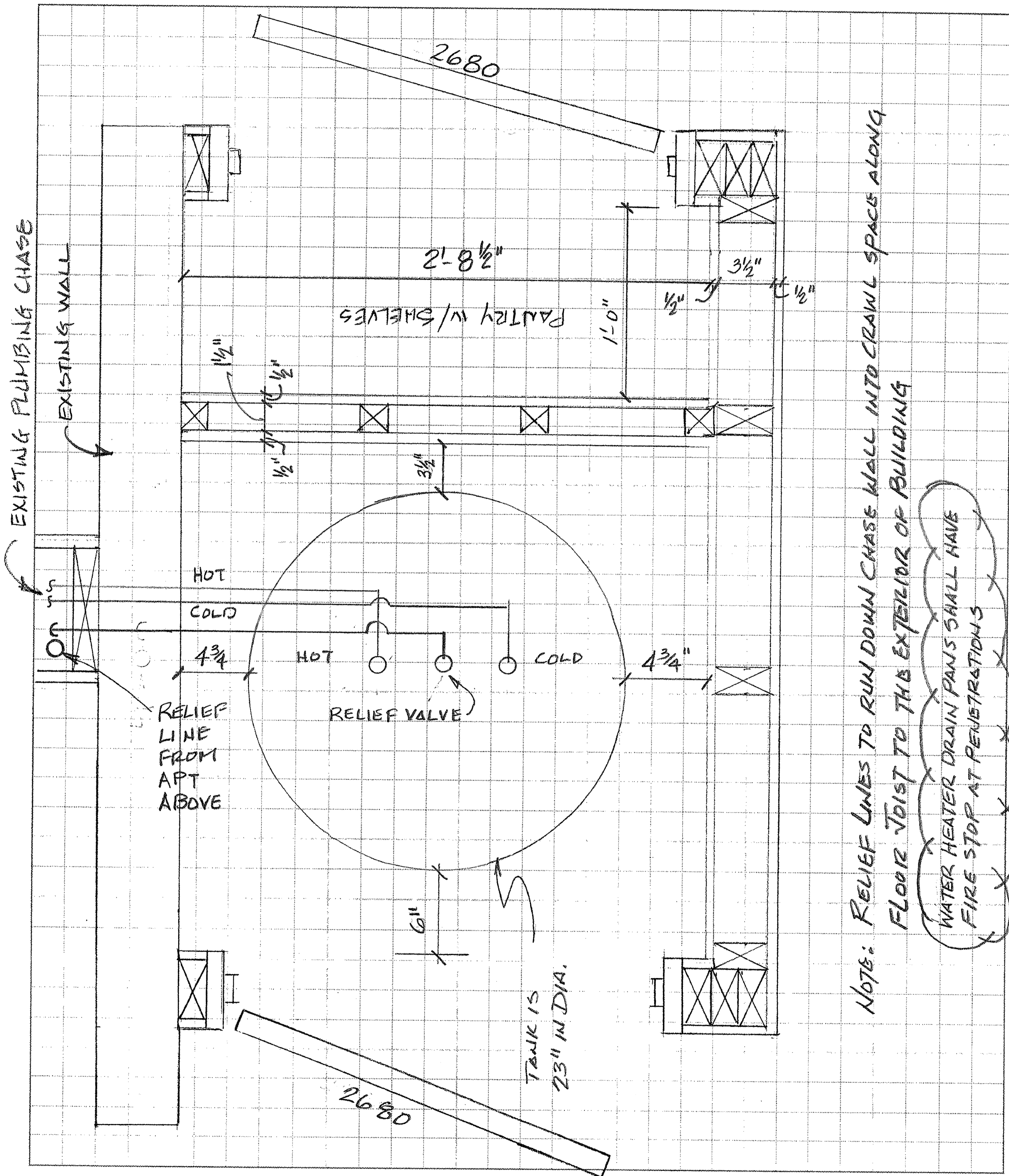
REFRIGERANT LINE FROM UPPER LEVEL APT.

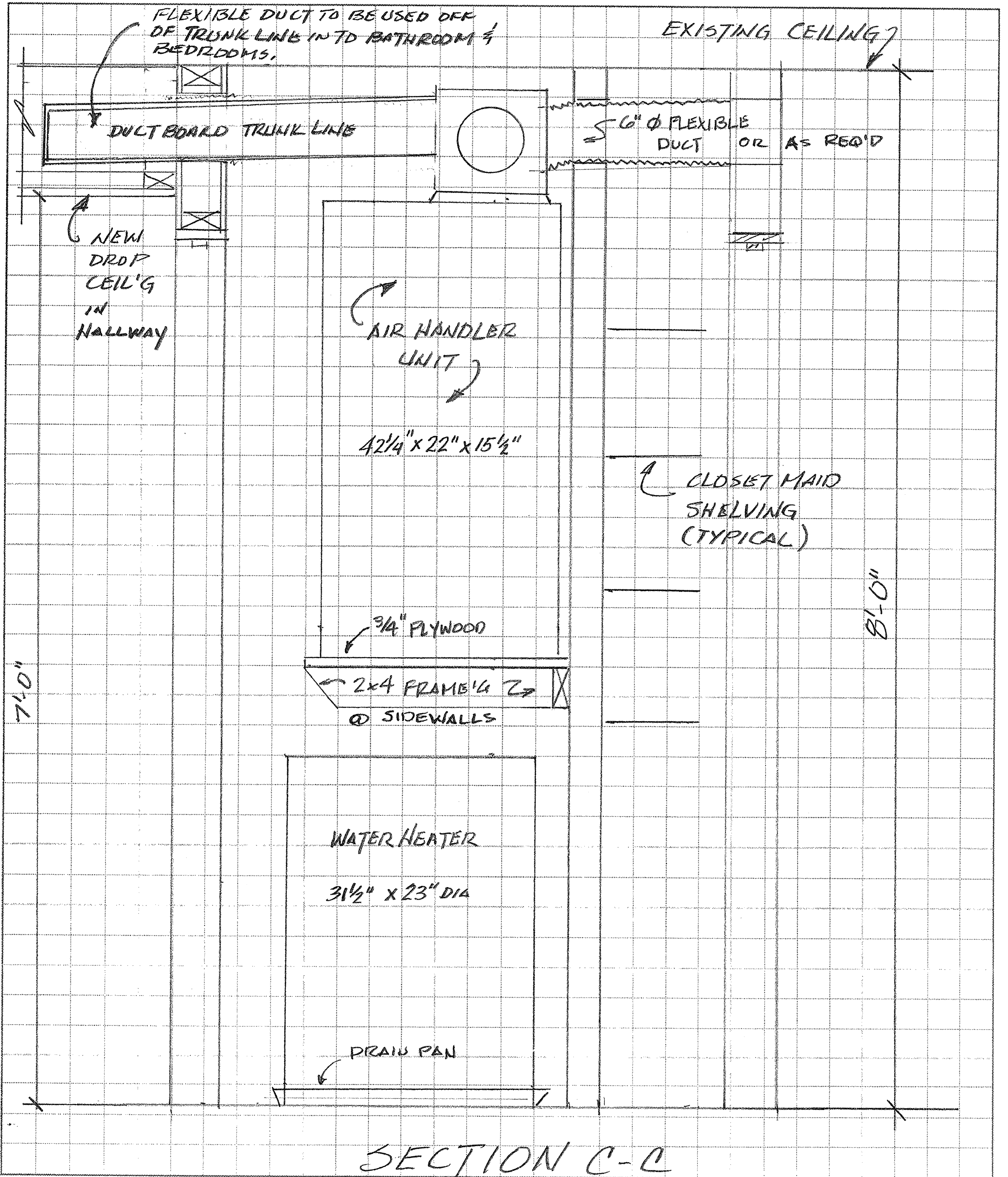
REFRIGERANT LINE

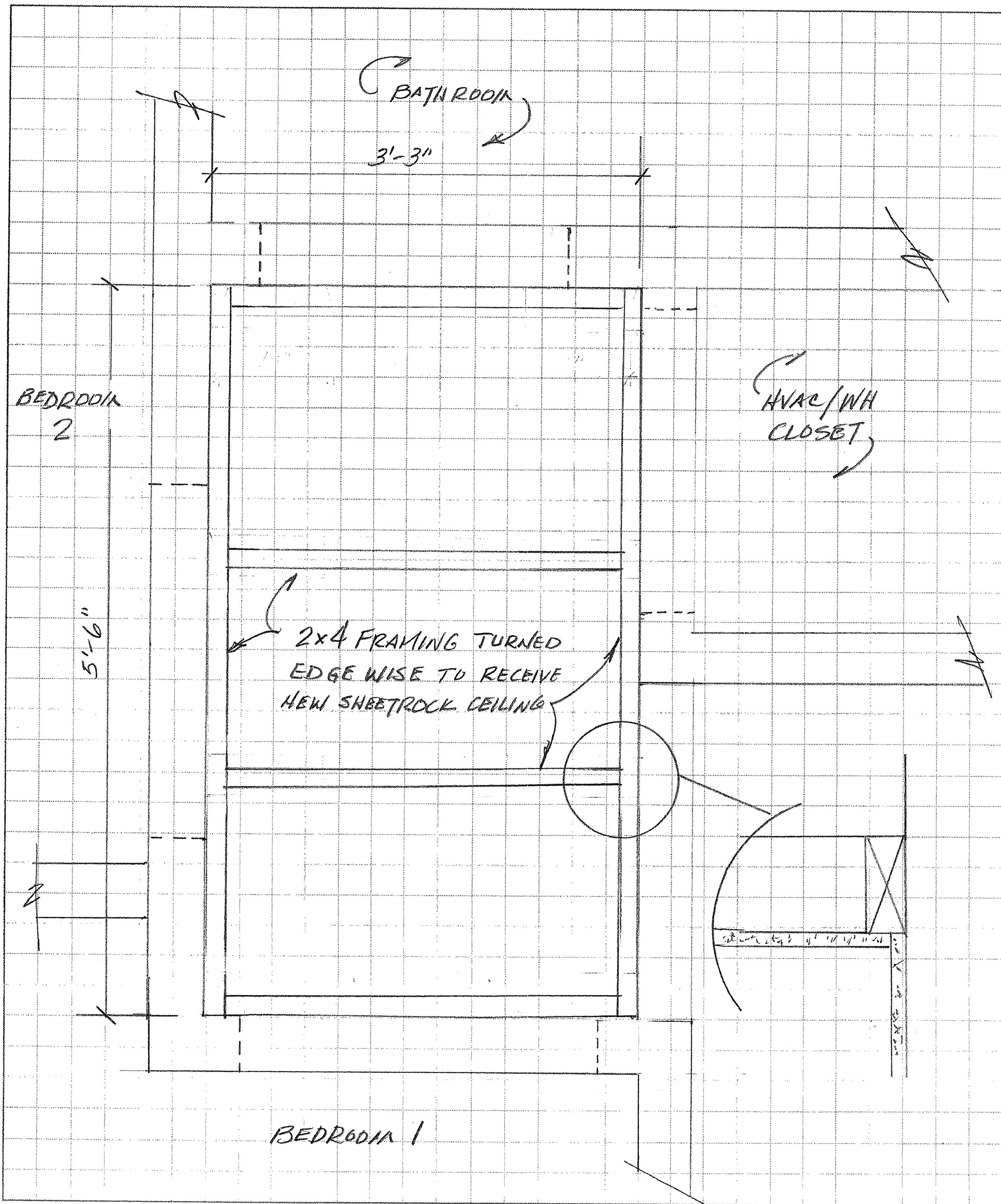
CONDENSATE LINE

RETURN GRILL TO BE LOCATED IN THIS WALL SIZE & LOCATION TO BE DETERMINED.

NOTE: CONDENSATE & REFRIGERANT LINES WILL RUN DOWN CHASE WALL INTO CRAWL SPACE ALONG BOTTOM OF FLOOR JOIST TO THE EXTERIOR OF BUILDING. CONDENSATE LINE TO HAVE PROPER SLOPE TO ALLOW FOR RUN OFF.

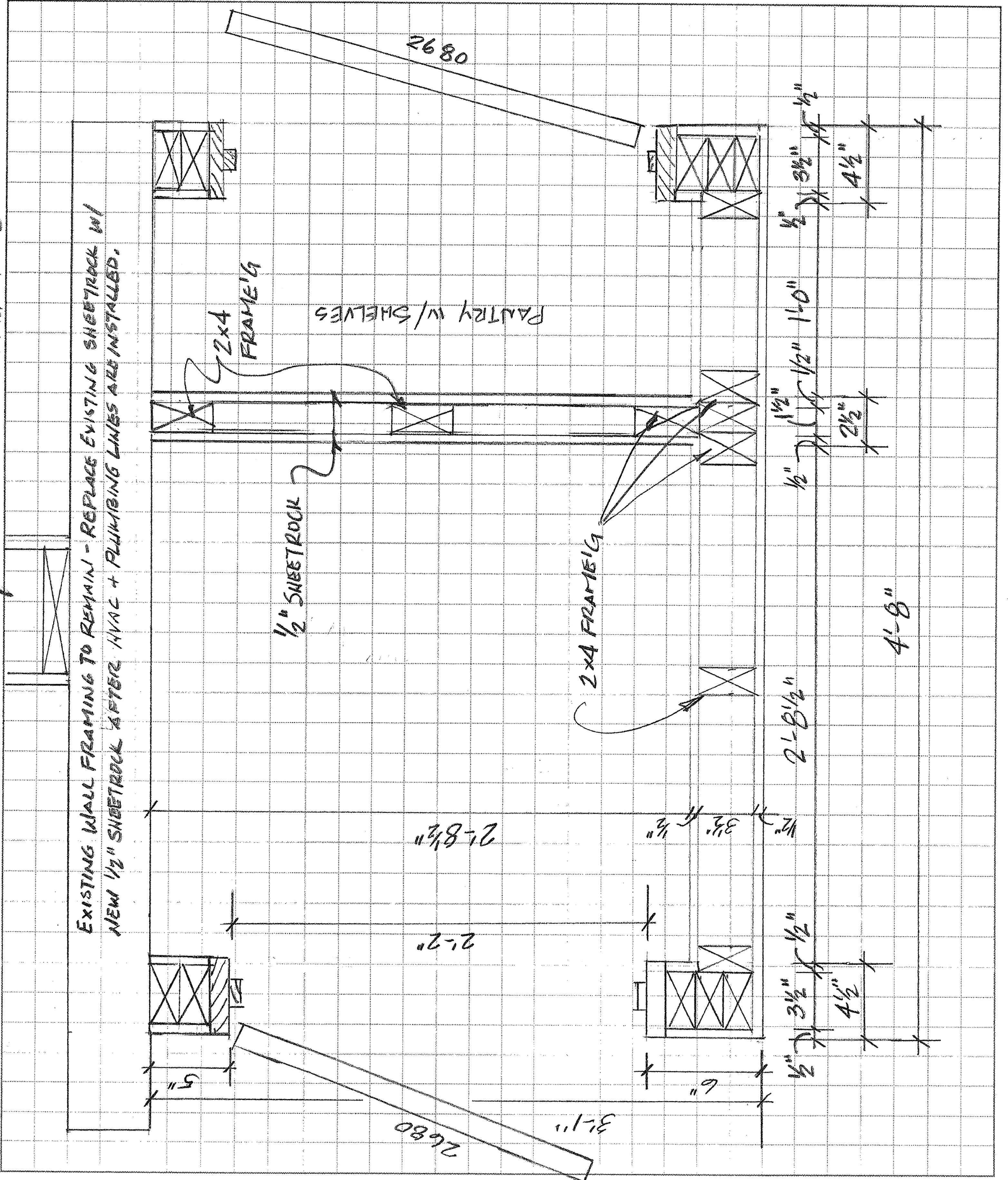


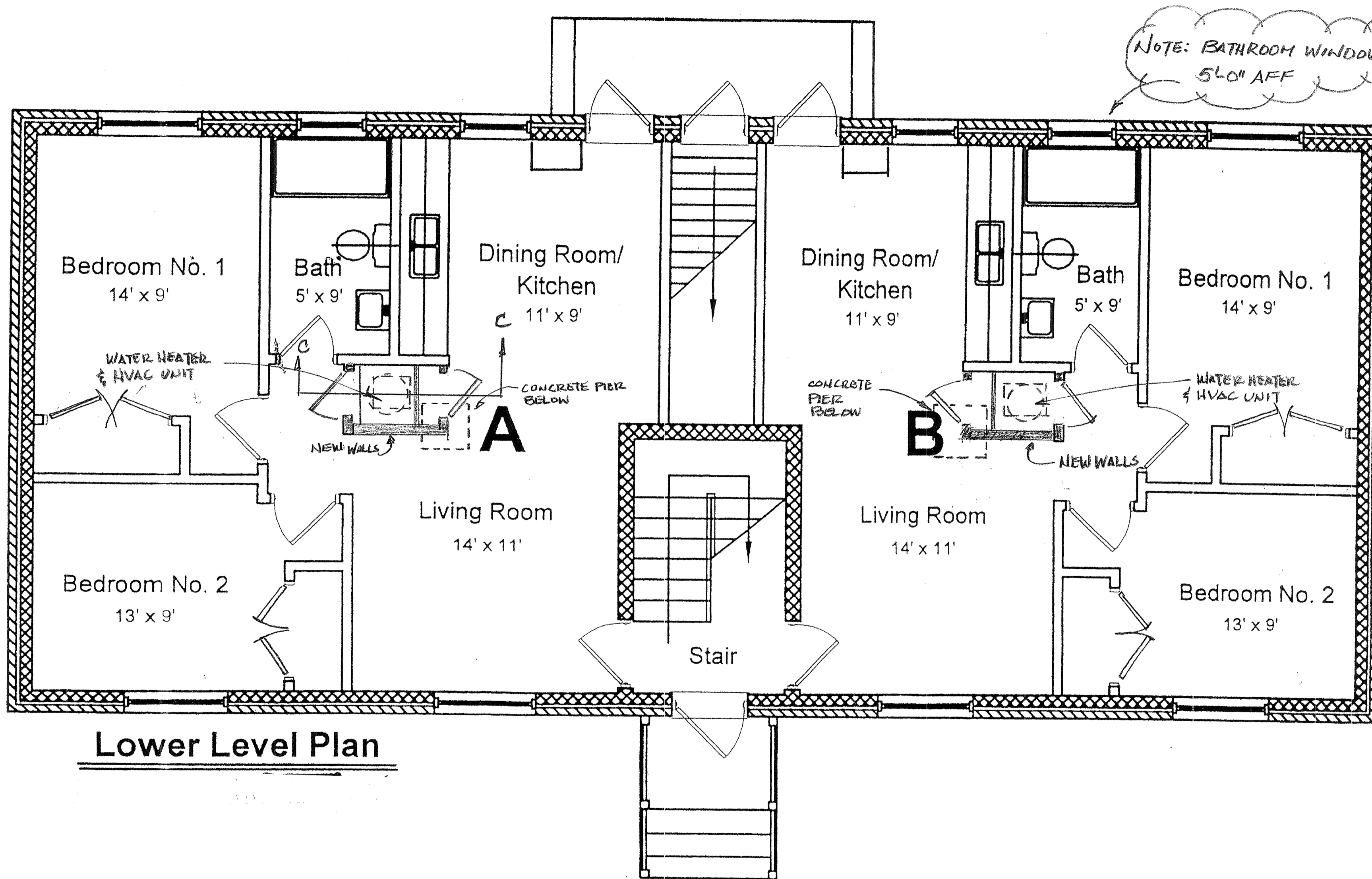




EXISTING PLUMBING CHASE

EXISTING WALL FRAMING TO REMAIN - REPLACE EXISTING SHEETROCK W/
NEW 1/2" SHEETROCK AFTER HVAC + PLUMBING LINES ARE INSTALLED.



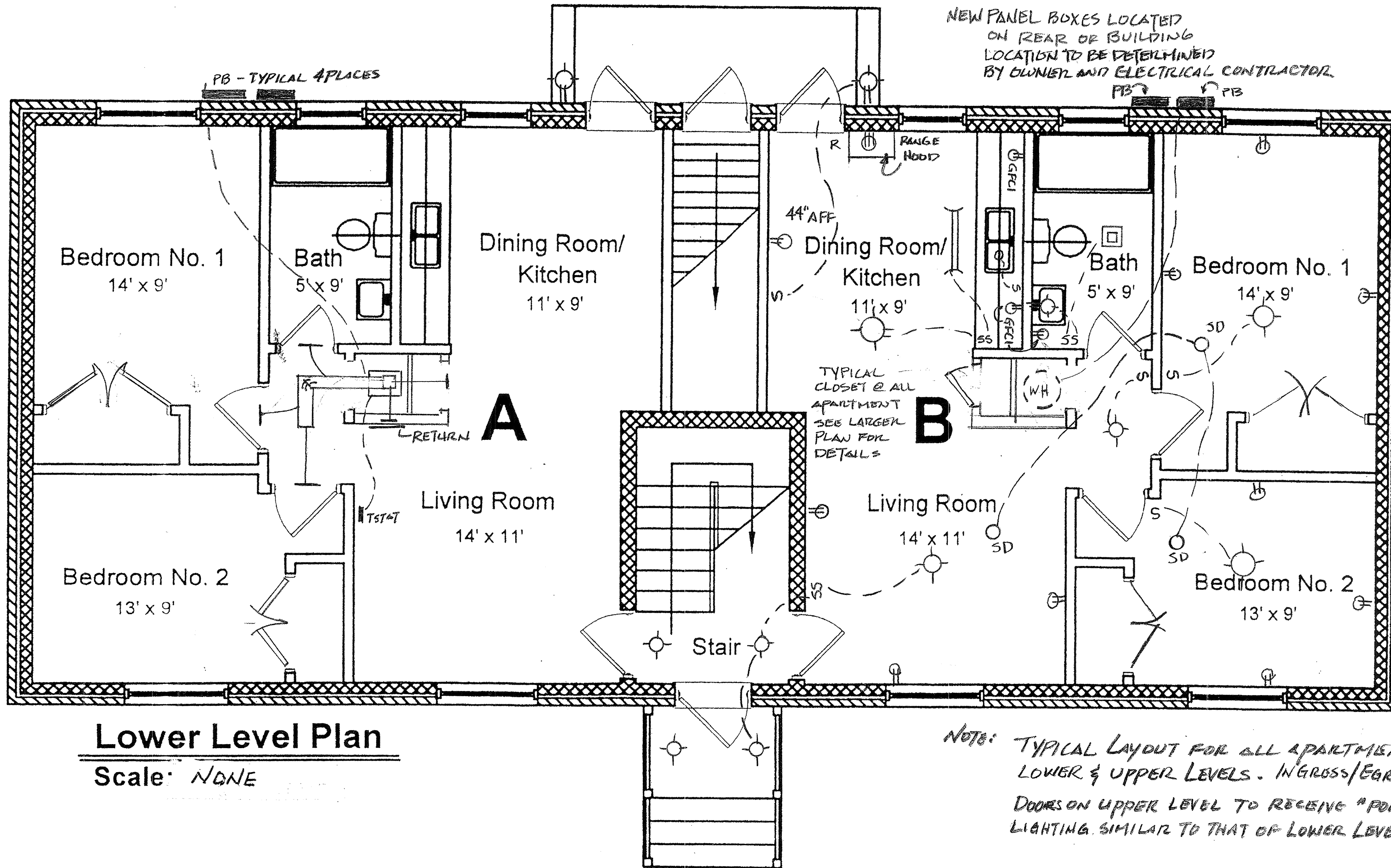


NOTE: BATHROOM WINDOWS ARE 5'-0" AFF

■ = NEW WALLS

ALL APARTMENTS TO RECEIVE NEW CABINETS, PLUMBING FIXTURES, HVAC UNITS, WATER HEATERS, DOORS, CLOSET DOORS TO BE PRE-HUNG. REMAINING DOORS TO USE EXISTING FRAMES. ALL PRODUCTS ARE SPECIFIED IN THE SPECIFICATIONS. ALL PRODUCTS ARE OR EQUAL UNLESS NOTED OTHERWISE

Lower Level Plan



Lower Level Plan

Scale: NONE

NOTE: TYPICAL LAYOUT FOR ALL APARTMENTS LOWER & UPPER LEVELS. IN GROSS/EGROSS DOORS ON UPPER LEVEL TO RECEIVE "PORCH" LIGHTING. SIMILAR TO THAT OF LOWER LEVEL

TYPICAL ELECTRICAL LAYOUT ALL APARTMENTS, SMOKE DETECTOR, WATER HEATER, & HVAC



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Disposition of Public Housing – Columbia Apartments

Responsible Entity: City of Columbia, South Carolina

Grant Recipient (if different than Responsible Entity): Housing Authority of the City of Columbia, SC

State/Local Identifier: SC002

Preparer: Dominion Due Diligence Group (D3G)

Certifying Officer Name and Title: Teresa Wilson, Columbia City Manager (803-545-3026, Teresa.Wilson@columbiasc.gov)

Grant Recipient (if different than Responsible Entity): Housing Authority of the City of Columbia, SC

Consultant (if applicable): Dominion Due Diligence Group (D3G)

Direct Comments to: Dollie Bristow, Community Development Administrator (City of Columbia), Dollie.Bristow@columbiasc.gov

Project Location: 2131 Slighs Avenue, Columbia, Richland County, South Carolina

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:
The project involves the demolition of the existing Columbia Apartments.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:
Section 18 disposition of public housing.

Existing Conditions and Trends [24 CFR 58.40(a)]:

The subject property consists of six (6) two-story multi-family apartment structures and one (1) laundry facility structure constructed in 1960. The subject property structures contain a total of twenty-four (24) residential dwelling units and are situated on 1.44 acres of land. Exterior property improvements include landscaped regions and asphalt parking areas. The subject property is serviced by electricity, natural gas, and municipally supplied water and sewer. The site is located in an area of residential and light commercial development bounded by Slighs Avenue and Barhamville Road.

Funding Information

Grant Number	HUD Program	Funding Amount
SC16002501-18	Public Housing Capital Funds	\$50,000

Estimated Total HUD Funded Amount: \$50,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	According to Federal Aviation Administration (FAA) information accessed at https://oeaaa.faa.gov/oeaaa/external/searchAction.jsp?action=showCircleSearchAirportsForm and http://nepassisttool.epa.gov/nepassist/entry.aspx , there are no civil airport runways within 2,500 feet and no military airports within 15,000 feet of the subject property. As such, the proposed action is in compliance with Airport Hazard regulations and no mitigation measures nor further investigations are warranted. A copy of the Airport Hazards supporting documentation is located in Appendix C.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the Coastal Barrier Resource System Mapper accessed at https://www.fws.gov/CBRA/Maps/Mapper.html, the subject property is not located within an existing Coastal Barrier Resource System or draft Coastal Barrier Resource System. Therefore, the project is in compliance with Coastal Barrier Resource Systems regulations and no mitigation measures nor further investigations are warranted.</p> <p>See the Coastal Barrier Resources Systems Maps in Appendix D.</p>
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to FEMA Flood Insurance Rate Map (FIRM) #45079C-0244L, dated December 21, 2017, the subject property is located in unshaded Zone X, designated as an area outside the 100 and 500-year flood zones and the flood potential for the subject property is minimal.</p> <p>According to the FEMA Flood Map Service Center accessed at https://msc.fema.gov/portal/home, there are no preliminary or pending FIRMs for the subject property.</p> <p>Per the National Flood Insurance Program (NFIP) Community Status Book accessed at https://www.fema.gov/national-flood-insurance-program-community-status-book, the subject property is located in Community ID #450172 which is a participating community in the NFIP. As no structures are located within a Special Flood Hazard Area (100-year flood zone), flood insurance is not required to be carried under the provisions of the NFIP.</p> <p>A copy of the Flood Insurance supporting documentation is located in Appendix E.</p>
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the EPA Greenbook accessed at http://www.epa.gov/airquality/greenbk/ancl.html and the NEPAassist Website accessed at www.epa.gov/nepa/nepassist, the subject property is not located within Non-attainment or Maintenance area of the State of South Carolina. Therefore, the proposed undertaking will be in compliance with Clean Air Regulations and the State Implementation Plan, and no mitigation measures nor further investigations are warranted.</p> <p>A copy of the Clean Air supporting documentation is located in Appendix F.</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the South Carolina Coastal Management Program website accessed at https://scdhec.gov/environment/your-water-coast/ocean-coastal-management/coastal-zone-management/south-carolina, Richland County is not located within a Coastal Management Zone. Therefore, the proposed undertaking has no potential to impact a Coastal Management Zone and no mitigation measures nor further investigations are warranted.</p> <p>A copy of the Coastal Zone Management supporting documentation is located in Appendix G.</p>
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	<p>Dominion Due Diligence Group performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-13 of the Columbia Apartments located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina. Any exceptions to, or deletions from, this practice are described in Section 2.4 of this report. This assessment has revealed no evidence of recognized environmental conditions (RECs) or controlled recognized environmental conditions (CRECs) in connection with the subject property.</p> <p>A copy of the Phase I ESA is provided under separate cover.</p> <p>In addition, D3G evaluated the following ASTM Non-Scope Considerations, including, but not limited to, asbestos-containing materials (ACMs), lead-based paint (LBP), radon gas and mold. As outlined within the Phase I ESA, no current environmental concerns related to LBP or radon gas were identified that could affect the health and safety of occupants or conflict with the intended utilization of the property. However, the following discussion related to ACMs was included:</p> <ul style="list-style-type: none"> Asbestos-Containing Materials (ACMs) The facility was constructed in 1960, during a time of asbestos-containing material (ACM) usage; therefore, ACMs are suspected to be present at the subject property. Presumed asbestos-containing materials (PACMs) at the subject property may include but are not limited to: piping insulation and associated wrap, wall and ceiling materials, flooring materials and associated mastics, kitchen sink undercoating materials, caulking, and roofing materials. However, the facility has not been inspected by an appropriately licensed asbestos inspector.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		<p>Upon SAC approval and prior to subsequent demolition activities, a comprehensive asbestos survey is required to be conducted in accordance with 40 CFR 61 Subpart M and State of South Carolina asbestos regulations. Identified ACMs should be removed by a licensed asbestos abatement contractor in accordance with applicable regulations prior to demolition activities.</p> <ul style="list-style-type: none"> <u>Moisture Intrusion and Mold</u> The subject property was visually inspected for the presence of mold growth during the site investigation. During the site visit on March 18, 2020 evidence of moisture intrusion and/or mold was observed in various buildings and units throughout the property. An inspection of exterior areas of the property did not identify evidence of standing water, or improper site drainage characteristics. <p>Upon SAC approval, the subsequent demolition activities will effectively mitigate the safety concerns associated with the moisture intrusion and mold at the subject property. If the intended future use of the subject property involves residential housing, then mitigation measures related to the moisture intrusion and mold may be required to be implemented.</p>
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>An Official Species List was generated for the subject property by utilizing the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) System accessed at http://ecos.fws.gov/ipac/. According to the List, five (5) federally listed species have the potential to be located within the project area. However, according to a Clearance Letter produced on May 30, 2019 by the U.S. Fish and Wildlife Service, the following types of projects occurring in the State of South Carolina have been evaluated by the Service in accordance with ESA and NEPA, including but not limited to: the construction, expansion, maintenance, removal, replacement, or rehabilitation of structures on developed or otherwise disturbed areas. Based on the forgoing information, fact that the subject property structures were constructed in 1960, and that the subject property structures are proposed to be demolished, the proposed undertaking will have No Effect on federally listed species or critical habitats and no mitigation measures nor further investigations are warranted.</p> <p>A copy of the Endangered Species supporting documentation is located in Appendix I.</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
<p>Explosive and Flammable Hazards 24 CFR Part 51 Subpart C</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>According to a review of NEPAassist accessed at https://nepassisttool.epa.gov/nepassist/nepamap.aspx and visual observations during the site visit conducted by D3G on March 18, 2020, there are no facilities handling explosive or fire-prone materials such as liquid propane, gasoline, or other storage tanks as defined by 24 CFR 51.201 located on-site, adjacent to, or visible from the subject property.</p> <p>D3G reviewed the state-regulated Aboveground Storage Tank (AST) database, compiled by EDR, for ASTs within one (1) mile of the subject property. In addition, there were no extraordinary explosive ASTs observed via EDR Lightbox within one (1) mile of the subject property, with the exception of the unregulated ASTs included in the Table 1 - Explosive and Flammable Hazards Evaluation (discussed below). D3G additionally submitted a request to the City of Columbia Fire Department (803-545-3045) for any current or recent (w/in the past year) permits issued for thermal/explosive hazards (ASTs > 100 gallons) located within a one (1) mile radius of the subject property. However, as of the date of this report, a response has not yet been received.</p> <p>D3G evaluated all in-service ASTs, utilizing the HUD ASD Electronic Assessment Tool accessed at https://www.hudexchange.info/environmental-review/asd-calculator/. As detailed in the attached Table 1, all ASTs are located at acceptable separation distances from the subject property.</p> <p>It should be noted that worst-case ASTs' sizes, contents, statuses, facility locations, and worst-case scenario ASD calculations are provided within Table 1. Facility locations provided in the "DIST (ft)" column of Table 1 are actual distances from the nearest edge of the subject property to nearest edge of the vicinity property, based on measurements obtained utilizing EDR Lightbox. Field verification of ASTs' sizes, contents, and locations were conducted, as necessary. In the event that any worst-case scenario ASD exceeds the actual distance listed in the "DIST (ft)" column, further evaluation and documentation would be provided. In addition, applicable ASD calculation worksheets are provided immediately following Table 1.</p> <p>A copy of the Explosive and Flammable Hazards supporting documentation is located in Appendix J.</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
<p>Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>According to the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey website accessed at http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx, the subject property is not identified as “prime farmland.” In addition, per the U.S. Census Bureau Urbanized Area Map, accessed at http://tigerweb.geo.census.gov/tigerweb/, the subject property is located within an urbanized area; therefore the subject property is already in an area committed to urban development and is exempt from compliance with the Farmland Protection Policy Act.</p> <p>A copy of the Farmlands Protection supporting documentation is located in Appendix K.</p>
<p>Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>According to FEMA Flood Insurance Rate Map (FIRM) #45079C-0244L, dated December 21, 2017, the subject property is located in unshaded Zone X, designated as an area outside the 100 and 500-year flood zones.</p> <p>According to the FEMA Flood Map Service Center accessed at https://msc.fema.gov/portal/home, there are no preliminary or pending FIRMs for the subject property.</p> <p>A copy of the Floodplain Management supporting documentation is provided in Appendix E.</p>
<p>Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>A review of the National Register of Historic Places and the South Carolina ArchSite Map, accessed at http://www.scarchsite.org/PublicView.aspx, indicates that the subject property structures and the vicinity properties within the APE are not listed on the National Register of Historic Places; are not located within, or adjacent to, a Historic District; and are not listed as local landmarks. Based on the date of construction (1960), the subject property structures maybe eligible for listing on the National Register. However, property owners have indicated that the property’s location in low terrain has caused regularly standing water which has led to moisture intrusion and mold which is a significant tenant safety concern. In addition, the on-site structures do not appear to be comprised of materials that possess architectural significance. Furthermore, given the property’s historic disturbance it is unlikely that any archaeological resources are present.</p> <p>Based on the foregoing information, D3G respectfully submits that, pursuant to 36CFR800.4(b), the proposed undertaking will have No Effect on historic properties or archaeological resources.</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		<p>D3G submitted a consultation request to the appropriate State Historic Preservation Officer (SHPO). According to a response dated April 28, 2020 from Mr. John D. Sylvest, the proposed undertaking will have No Effect on historic resources. However, should any archaeological resources be encountered during project activities, the SHPO should be notified immediately.</p> <p>In addition, it should be noted that the Responsible Entity is responsible for contacting the Tribal Historic Preservation Officer (THPO) and any affected tribes.</p> <p>A copy of the Historic Preservation supporting documentation is located in Appendix L.</p>
<p>Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The subject property is located within 1,000 feet of Barhamville Road and Slighs Avenue/Chestnut Street; within fifteen (15) miles of the Columbia Metropolitan Airport and the McEntire Joint National Guard Base; and within 3,000 feet of a Norfolk Southern railway line. Five (5) different noise assessment locations (NALs) were evaluated to better define the noise levels at the subject property. The projected DNL values for all noise sources for the buildings range from 67 dB to 68 dB. Pursuant to 24 CFR 51.101(a)(5), the composite DNL between 65 and 75 dB is “normally unacceptable”. The requirements set out in Section 51.104(a) are designated to ensure that interior levels do not exceed the established 45 dB level. If the structures are to be renovated rather than demolished, mitigation will be required for buildings within the “normally unacceptable” areas of the site. The following is a summary of the projected DNL values for all noise sources for each of the evaluated NALs associated with the buildings, the acceptability categories and the minimum amount the combined wall, window and door STC ratings required to reduce the interior noise levels, accounting for the 3 dB margin of error as stipulated in the HUD Noise Guidelines.</p> <p>NAL #1 – 68 dB – Normally unacceptable – at least 26 dB worth of attenuation required NAL #2 – 68 dB – Normally unacceptable – at least 26 dB worth of attenuation required NAL #3 – 67 dB – Normally unacceptable – at least 25 dB worth of attenuation required NAL #4 – 67 dB – Normally unacceptable – at least 25 dB worth of attenuation required NAL #5 – 67 dB – Normally unacceptable – at least 25 dB worth of attenuation required</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
		<p>Upon SAC approval, the subsequent demolition activities will effectively mitigate noise concerns. If the intended future use of the subject property involves residential housing, mitigation measures related to noise may be required to be implemented.</p> <p>A copy of the Noise Abatement and Control supporting documentation is located in Appendix M.</p>
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the Sole Source Aquifer layer obtained from EPA NEPAassist accessed at http://nepassisttool.epa.gov/nepassist/entry.aspx, the subject property is not serviced or supplied by a protected aquifer system. Therefore, the proposed undertaking has no potential to impact a Sole Source Aquifer and no mitigation measures nor further investigations are warranted.</p> <p>A copy of the Sole Source Aquifers supporting documentation is located in Appendix N.</p>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the USFWS National Wetlands Inventory Layer accessed at http://nepassisttool.epa.gov/nepassist/entry.aspx and visual observations, there are no mapped wetland areas on the subject property. Therefore, the proposed undertaking will be in compliance with Executive Order (EO) 11990, Protection of Wetlands, as well as the requirements of Federal Register 24 CFR Parts 50, 55 and 58.</p> <p>A copy of the Wetlands Protection supporting documentation is located in Appendix O.</p>
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the National Wild & Scenic Rivers website accessed at www.rivers.gov/wildriverslist.html and the Nationwide Rivers Inventory (NRI) accessed at https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm, there are no Wild and Scenic Rivers or NRI segments within one (1) mile of the subject property. Therefore, the proposed undertaking has no potential to impact these resources and no mitigation measures nor further investigations are warranted.</p> <p>A copy of the Wild and Scenic Rivers supporting documentation is located in Appendix P.</p>

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance Determinations
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>According to the NEPAassist website accessed at https://nepassisttool.epa.gov/nepassist/nepamap.aspx, the subject property is not located in a low-income area within the City of Columbia, as 56.58% of the population in the area surrounding the subject property is above the poverty level. However, the subject property is located within a predominately minority area within the City of Columbia, as the percent minority for the subject property and its surrounding area is 82%. However, D3G does not believe that the project site or neighborhood suffer from disproportionately adverse environmental effects on minority and low-income populations relative to the community-at-large as there are no adverse environmental impacts identified on the subject property nor immediately surrounding areas.</p> <p>A copy of the Environmental Justice supporting documentation is located in Appendix Q.</p>

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

A copy of the Environmental Assessment Factors and Analysis supporting documentation is located in Appendix R.

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	(2)	The subject property consists of six (6) two-story multi-family apartment structures and one (1) laundry facility structure constructed in 1960, which is proposed for demolition. According to the City of Columbia Zoning District map accessed at https://tinyurl.com/sbquc9a , the subject property is currently zoned RM-2 (Residential Mixed) and is in compliance with local zoning ordinances.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	(2)	Based on visual observations, there is no evidence of soil problems or unstable conditions on the subject property. According to the USGS Topographic Quadrangle: <i>Columbia North, South Carolina</i> 2017, the topography of the site slopes to the west. On-site drainage at the subject property is suspected to consist of flow along the asphalt parking areas to strategically located storm drains and surface percolation in the unpaved areas.
Hazards and Nuisances including Site Safety and Noise	(2)	No "nuisances" or "hazards" were observed at the subject property or surrounding properties during the site inspection. The proposed demolition activities will not result in any significant noise generation levels within the neighborhood, nor will it result in the neighborhood being exposed to noise levels in excess of General Plan policies. Construction phase noise will be mitigated by standard procedures.
Energy Consumption	(1)	Based on the fact that the proposed demolition will result in decreased energy consumption at the subject property, the proposed project would not have unusual energy needs and is not expected to have a negative impact on energy consumption.

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	(1)	According to U.S. Census Bureau American Community Survey (ACS) 2013-2017 data obtained from the EPA NEPAassist accessed at http://nepassisttool.epa.gov/nepassist/entry.aspx , approximately 51% of population were listed as employed, the per capita income was \$18,832, and 56.58% of the population in the area was above the poverty level. Based on the fact that the proposed subject property demolition will enhance the infrastructure of the surrounding area and provide employment opportunities in the community, no impact is anticipated.
Demographic Character Changes, Displacement	(3)	The site is located in a residentially and light commercially developed area. The proposed demolition of the subject property units is compatible with the surrounding neighborhood, no demographic character changes; however, displacement will occur given that the subject property structures with some occupied units are proposed to be demolished. The Housing Authority of the City of Columbia, SC will determine if there will be relocations out of the area.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	(2)	Based on research of the subject property and surrounding area, there are sufficient educational and cultural facilities located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Commercial Facilities	(2)	Based on research of the subject property and surrounding area, there are sufficient commercial facilities located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Health Care and Social Services	(2)	Based on research of the subject property and surrounding area, there are sufficient health care and social service facilities located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Solid Waste Disposal / Recycling	(2)	Based on research of the subject property and surrounding area, there are sufficient solid waste/recycling facilities located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Waste Water / Sanitary Sewers	(2)	Based on research of the subject property and surrounding area, there are sufficient waste water/sanitary sewer services available, of which no impacts are anticipated from the proposed demolition.
Water Supply	(2)	Based on research of the subject property and surrounding area, there are sufficient water services available, of which no impacts are anticipated from the proposed demolition.
Public Safety - Police, Fire and Emergency Medical	(2)	Based on research of the subject property and surrounding area, there are sufficient police, fire, and emergency medical services located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Parks, Open Space and Recreation	(2)	Based on research of the subject property and surrounding area, there are sufficient parks and recreation facilities located in the vicinity, of which no impacts are anticipated from the proposed demolition.
Transportation and Accessibility	(2)	Based on research of the subject property and surrounding area, reasonable accessibility to vicinity public transportation facilities is available in the vicinity, of which no impacts are anticipated from the proposed demolition.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	(2)	Based on research of the subject property and surrounding area, no unique natural features or water resources are located in the vicinity, and no impacts are anticipated from the proposed rehabilitation.
Vegetation, Wildlife	(2)	Based on the fact that the subject property is currently developed and the surrounding area consists of residential and light commercial development, no impact is anticipated to the vegetation and/or wildlife of the subject property and surrounding area.
Other Factors	NA	No other factors have been identified.

Additional Studies Performed:

- Phase I ESA performed by D3G dated, July 23, 2020 (Provided Under Separate Cover)

Field Inspection (Date and completed by):

Site visit completed by Shawn Hughes, BPI-MFBA on March 18, 2020

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:

- City of Columbia Fire Department
- Richland County Environmental Health Department and Assessor
- South Carolina Coastal Zone Management, accessed at <https://scdhec.gov/environment/your-water-coast/ocean-coastal-management/coastal-zone-management/south-carolina>,
- Environmental Data Resources Inc. (EDR) Report, dated March 12, 2020
- FEMA Flood Insurance Rate Map (FIRM) #45079C-0244L, dated December 21, 2017
- National Flood Insurance Program (NFIP) Community Status Book accessed at <https://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book>
- Delorme Street Atlas USA® 2015
- Google Earth and EDR – aerial photographs
- Web Soil Survey accessed at <http://websoilsurvey.nrcs.usda.gov/app/>
- USGS Topographic Quadrangle – *Columbia North, South Carolina* 2017
- CBRA information: <http://www.fws.gov/CBRA/Maps/index.html>
- U.S. EPA NEPAassist access at <http://nepassisttool.epa.gov/nepassist/entry.aspx>

Below provides basic descriptions for the data included in the mapping layers available through NEPAassist that were utilized in this Phase I ESA

- USFWS National Wetlands Inventory map accessed at <http://www.fws.gov/wetlands/Data/Mapper.html>
- The Airport Polygons layer includes airport boundaries and airport runways within the United States. Source: National Transportation Atlas Database
- The Sole Source Aquifer layer includes information on the sole source aquifers (SSA) designated by EPA under section 1424(e) of the Safe Drinking Water Act of 1974. Source: <http://catalog.data.gov/dataset>
- The Wild and Scenic Rivers layer includes segments of the National Wild and Scenic River System for the United States. Source: <http://www.rivers.gov/mapping-gis.php>
- The National Register of Historic Places - National Register layer is downloaded from the NPS National Register of Historic Places KML files. Source: <http://focus.nps.gov/nrhp/Download?path=/natreg/docs/Download.html>
- Demographic Information is obtained from the Census Bureau data from the full 2000 Census Summary File 3 (SF3) estimates, the 2010 Census Summary File 1 (SF1) 100% count data, and the annual American Community Survey (ACS) estimates using the 2013-2017 ACS 5-Year Summary database. Please note that all variables that show the percent rather than count were derived from count-based Census variables using the standard approach of count divided by total population of the population in question.

- National Park Service National Rivers Inventory accessed at <http://www.nps.gov/nrc/programs/rtca/nri/index.html>
- U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPaC) System, accessed at <http://ecos.fws.gov/ipac/>
- National Oceanic and Atmospheric Administration - Ocean and Coastal Resource Management accessed at <https://coast.noaa.gov/czm/mystate/>
- Federal Aviation Administration website accessed at <https://oeaaa.faa.gov/oeaaa/external/searchAction.jsp?action=showCircleSearchAirportsForm>
- EPA Green Book – Current Nonattainment Counties for All Criteria Pollutants: <http://www3.epa.gov/airquality/greenbk/ancl.html>
- U.S. Census Bureau TIGERweb Geography Division website accessed at <http://tigerweb.geo.census.gov/tigerweb/>

List of Permits Obtained:

No permits required.

Public Outreach [24 CFR 50.23 & 58.43]:

Public outreach, outside of potential Section 106 Review public meetings, was not included.

Cumulative Impact Analysis [24 CFR 58.32]:

The proposed demolition of the subject property structure will help to reduce human contact with the environmental concerns associated with the subject property.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

Alternative #1: This property could be sold to another private developer for other uses. This action, however, would not reduce human contact with the environmental concerns associated with the subject property.

No Action Alternative [24 CFR 58.40(e)]:

The no-action alternative would not achieve any of the benefits attributed to the proposed activities. It would not satisfy the current need for the demolition of the subject property units or address the environmental issues at the subject property. Therefore, the No-Action alternative is not considered to be a viable option.

Summary of Findings and Conclusions:

Dominion Due Diligence Group performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-13 of the Columbia Apartments located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina. Any exceptions to, or deletions from, this practice are described in Section 2.4 of this report. This assessment has revealed no evidence of recognized environmental conditions (RECs) or controlled recognized environmental conditions (CRECs) in connection with the subject property.

Based on the findings of this EA, the following Environmental Related Laws and Authorities were identified in connection with the subject property that require further compliance documentation:

- Asbestos-Containing Materials (ACMs)

The facility was constructed in 1960, during a time of asbestos-containing material (ACM) usage; therefore, ACMs are suspected to be present at the subject property. Presumed asbestos-containing materials (PACMs) at the subject property may include but are not limited to: piping insulation and associated wrap, wall and ceiling materials, flooring materials and associated mastics, kitchen sink undercoating materials, caulking, and roofing materials. However, the facility has not been inspected by an appropriately licensed asbestos inspector.

Upon SAC approval and prior to subsequent demolition activities, a comprehensive asbestos survey is required to be conducted in accordance with 40 CFR 61 Subpart M and State of South Carolina asbestos regulations. Identified ACMs should be removed by a licensed asbestos abatement contractor in accordance with applicable regulations prior to demolition activities.

- Moisture Intrusion and Mold

The subject property was visually inspected for the presence of mold growth during the site investigation. During the site visit on March 18, 2020 evidence of moisture intrusion and/or mold was observed in various buildings and units throughout the property. An inspection of exterior areas of the property did not identify evidence of standing water, or improper site drainage characteristics.

Upon SAC approval, the subsequent demolition activities will effectively mitigate the safety concerns associated with the moisture intrusion and mold at the subject property. If the intended future use of the subject property involves residential housing, then mitigation measures related to the moisture intrusion and mold may be required to be implemented.

The following Environmental Related Laws and Authorities compliance documentation is pending and is required prior to making a determination of findings:

- City of Columbia Fire Department – Explosive Hazards Request

Based on the above information and selected mitigation measures outlined below, the proposed project as designed will not result in a significant impact on the quality of the human environment.


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
<p>Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)</p>	<p>Upon SAC approval and prior to subsequent demolition activities, a comprehensive asbestos survey is required to be conducted in accordance with 40 CFR 61 Subpart M and State of South Carolina asbestos regulations. Identified ACMs should be removed by a licensed asbestos abatement contractor in accordance with applicable regulations prior to demolition activities.</p> <p>Upon SAC approval, the subsequent demolition activities will effectively mitigate the safety concerns associated with the moisture intrusion and mold at the subject property. If the intended future use of the subject property involves residential housing, then mitigation measures related to the moisture intrusion and mold may be required to be implemented.</p>

Determination:

- Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.
- Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature: 

Name/Title/Organization: John Exley/Environmental Professional/Dominion Due Diligence Group

Date: July 23, 2020

Responsible Entity Agency Official Signature:

Name/Title:

Date:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



**PHASE I
ENVIRONMENTAL SITE ASSESSMENT
COLUMBIA APARTMENTS
2131 SLIGHS AVENUE
COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA**

**D3G PROJECT NUMBER:
2020-0366**


**FINAL REPORT ISSUE DATE:
JULY 23, 2020**

**INSPECTION DATE:
MARCH 18, 2020**

**PROJECT START DATE:
FEBRUARY 20, 2020**


**PREPARED FOR:
THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S.C.
1917 HARDEN STREET
COLUMBIA, SOUTH CAROLINA 29204**

Shawn Hughes, BPI-MFBA
Site Assessor



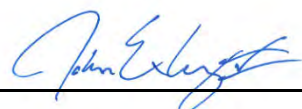
Signature

Brandon Vidra
Project Manager



Signature

John Exley
Environmental Professional



Signature

EXECUTIVE PROPERTY DESCRIPTION

Property: Columbia Apartments
2131 Slighs Avenue
Columbia, Richland County, South Carolina

Site Description: The subject property consists of six (6) two-story multi-family apartment structures and one (1) laundry facility structure constructed in 1960. The subject property structures contain a total of twenty-four (24) residential dwelling units and are situated on 1.44 acres of land. Exterior property improvements include landscaped regions and asphalt parking areas. The subject property is proposed for demolition. The subject property is serviced by electricity, natural gas, and municipally supplied water and sewer. The Sponsor is submitting this project under the HUD SAC Program, consisting of the demolition of the existing apartment complex.



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1.0 EXECUTIVE SUMMARY

The following table summarizes the conclusions and opinions representing Dominion Due Diligence Group's (D3G's) best professional judgment based on information accessed during the course of this investigation. D3G performed a Phase I Environmental Site Assessment that included subject property observations of the Columbia Apartments on March 18, 2020 located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina.

EVALUATED CONDITIONS	SECTION REFERENCE	ACCEPTABLE	RECOMMENDED RESPONSE ACTION
STANDARD ENVIRONMENTAL RECORDS REVIEW	5.1	√	
UNREGULATED UNDERGROUND STORAGE TANK(S) (UST)	6.3	√	
PAST INDUSTRIAL/DETRIMENTAL OPERATIONS	5.4 5.5	√	
VAPOR ENCROACHMENT CONDITION	5.6	√	
STORED HAZARDOUS MATERIALS	6.3 6.4	√	
POLYCHLORINATED BIPHENYLS (PCBS)	6.3 6.4	√	
ABOVEGROUND STORAGE TANK(S) (AST)	6.3 6.4	√	
DUMPING, LANDFILLS	6.3	√	
HAZARDOUS RUN-OFF	6.3	√	
ASBESTOS-CONTAINING MATERIALS	8.1		(1)
LEAD-BASED PAINT	8.2	√	
RADON GAS	8.3	√	
OTHER: MOISTURE INTRUSION AND MOLD	8.4		(2)

(√) = there are no environmental concerns associated with the evaluated condition

- (1) Upon SAC approval and prior to subsequent demolition activities, a comprehensive asbestos survey is required to be conducted in accordance with 40 CFR 61 Subpart M and State of South Carolina asbestos regulations. Identified ACMs should be removed by a licensed asbestos abatement contractor in accordance with applicable regulations prior to demolition activities.
- (2) Upon SAC approval, the subsequent demolition activities will effectively mitigate the safety concerns associated with the moisture intrusion and mold at the subject property. If the intended future use of the subject property involves residential housing, then mitigation measures related to the moisture intrusion and mold may be required to be implemented.



2.0 INTRODUCTION

2.1 Purpose

The Housing Authority of the City of Columbia, S.C. contracted Dominion Due Diligence Group (D3G) to perform a Phase I Environmental Site Assessment (ESA) of the Columbia Apartments located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina. As such, The Housing Authority of the City of Columbia, S.C. is considered the “User” of this report as defined under ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process Designation: E 1527-13 (ASTM E 1527-13). HUD is an authorized user of this Phase I ESA.

The purpose of the Phase I ESA is to provide all appropriate inquiry into the previous ownership and uses of the subject property and to identify recognized environmental conditions (RECs), which are the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. In addition, the Phase I ESA includes the identification of controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), and de minimis conditions. CRECs are RECs resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). HRECs involve a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls. De minimis conditions generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. For the purposes of this reporting, D3G defines “environmental concerns” as de minimis conditions and non-scope considerations for which further action is recommended.

As per the U.S. Housing and Urban Development (HUD) Multifamily Accelerated Processing Guide, as amended, the Phase I ESA provides an initial determination of the overall Department’s environmental responsibilities pursuant to 24 CFR 50.3(i). In addition, this report assesses non-scope considerations as directed by the client. Factual information regarding on-site business operations, conditions, and historical data provided to D3G is assumed to be correct and complete.



This investigation was conducted in accordance with ASTM E 1527-13 published guidelines, 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries: Final Rule, U.S. Housing and Urban Development (HUD) Multifamily Accelerated Processing Guide, as amended, and accepted Phase I ESA industry standards.

2.2 Detailed Scope of Services

The ASTM E 1527-13 scope of work for this Phase I ESA consisted of the following:

- site reconnaissance of the subject property and a visual survey of the adjacent properties to evaluate the potential for RECs;
- review of applicable and reasonably ascertainable information about the subject property, including aerial photography, USGS topographic map, state and federal databases, Sanborn maps, property assessment information and other governmental sources that are publicly available, practically reviewable, and obtainable within reasonable time and cost constraints;
- interviews with selected individuals knowledgeable about the subject property and vicinity properties; and
- if provided, a review of existing environmental reports documenting previous assessment and remediation efforts completed at the subject property.

D3G also evaluated the following ASTM Non-Scope Considerations in accordance with the U.S. HUD Multifamily Accelerated Processing (MAP) Guide, as amended, including, but not limited to, Tier 1 Vapor Encroachment Screening in general compliance with ASTM Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions Designation: E 2600-15, asbestos-containing materials, lead-based paint, and radon gas. In addition, it should be noted that the HUD Environmental Review Record Related Federal Laws and Authorities Worksheets are included under separate cover.

This Phase I ESA did not include the collection or analysis of soil or groundwater samples.

2.3 Significant Assumptions

Factual information regarding on-site business operations, conditions, and historical data provided to D3G is assumed to be correct and complete. D3G assumes no responsibility for hidden or latent conditions or misrepresentation by the property owner, its representatives, public information officials or any authority consulted in connection with the compilation of this report.

D3G assumes that all information provided by Environmental Data Resources Inc. (EDR) regarding the regulatory status of facilities within the approximate minimum search distance is complete, accurate and current.



2.4 Limitations and Exceptions

D3G encountered the following limitations, exceptions, and/or data gaps during the performance of this Phase I ESA:

- Our on-site observations pertain only to specific locations at specific times on specific dates. This report and conclusions herein are based upon data collection between February 20, 2020 and April 15, 2020. Our observations and conclusions do not reflect variations in conditions that may exist, in unexplored areas of the subject property, or at times other than those represented by our observations.
- In order for the prospective purchaser to claim protection from CERCLA liability as an innocent landowner, bona fide prospective purchaser, or contiguous property owner, the acquisition of the subject property should be completed within 180 days after the subject property inspection date.
- According to 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries: Final Rule, CERCLA liability rests with the owner or operator of a property and not with an environmental professional hired by the prospective landowner and who is not involved with the ownership or operation of the property.
- This report meets the requirements set forth in 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries: Final Rule. However, in order to qualify for certain landowner liability protections under CERCLA, Bona Fide Prospective Purchasers, Contiguous Property Owners, and/or Innocent Landowners must meet additional requirements in 101(35)(B) of CERCLA (42 U.S.C. 9601(35)) of the Federal Register.
- No significant data gaps in historical information were identified that would impact D3G's ability to identify RECs. Collectively the sources considered and consulted during the course of this assessment allowed D3G to adequately determine the subject property history. Therefore, these data gaps are not considered to be significant.
- Historical information was not reasonably ascertainable prior to 1938; however, this did not affect the conclusions in this report because the subject property consisted of undeveloped wooded land in 1938. Therefore, this limitation is not significant.

2.5 Special Terms and Conditions

This investigation was conducted in accordance with ASTM E 1527-13 published guidelines and 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries: Final Rule. In addition, Non-Scope items are addressed in accordance with the U.S. HUD Multifamily Accelerated Processing (MAP) Guide, as amended.

2.6 User Reliance

This report has been prepared for, and can be relied upon by the Client, The Housing Authority of the City of Columbia, S.C., and the United States Department of Housing and Urban Development (HUD). This report is not to be relied upon or reproduced, either in whole or in part, without written consent from D3G.



3.0 SUBJECT PROPERTY DESCRIPTION

3.1 Location and Legal Description

The subject property is located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina and contains a total of 1.44 acres of land. The subject property is situated at an elevation of approximately 275 - 285 feet above mean sea level and is located at Latitude, 34.021954 and Longitude, -81.018947.

SUBJECT PROPERTY MUNICIPAL IDENTIFICATION	
TMS NUMBER	R11506-09-57
SOURCE - Richland County assessment documents	

A copy of the tax card and a map illustrating the legal property boundary is included in Appendix A of this report.

3.2 Site and Vicinity General Characteristics

The subject property is located in an area of residential and light commercial development and undeveloped land.

3.3 Current Use of the Subject Property

The subject property is currently utilized as a multi-family apartment complex.

3.4 Description of Structures, Roads, and Other Improvements

The following section describes general conditions and features as noted during D3G's inspection:

GENERAL SUBJECT PROPERTY DESCRIPTION AND IMPROVEMENTS	
SUBJECT PROPERTY ACREAGE	1.44 acres
BUILDING(S) DESCRIPTION	Six (6) two-story multi-family apartment structures and one (1) laundry facility structure
ADJOINING ROADS	Slighs Avenue and Barhamville Road
CONSTRUCTION DATE(S)	1960
EXTERIOR IMPROVEMENTS	Landscaped regions and asphalt parking areas
UNIMPROVED AREAS	NA

D3G was provided a Plat Map prepared by Cox and Dinkins, Engineers – Surveyors dated January 23, 2007, which depicts the subject property boundaries, acreage, structures, exterior improvements, easements, legal description, and general vicinity characteristics. A copy of the Plat Map is included in Appendix B.



3.4.1 Subject Property Utilities

SUBJECT PROPERTY UTILITIES	
ELECTRICITY	Dominion Energy
NATURAL GAS	NA
WATER	City of Columbia
SANITARY SEWER	City of Columbia
INDUSTRIAL WASTEWATER	NA
SOLID WASTE	Advance

HEATING SOURCE	AGE
Electricity	1960 - current

COOLING SOURCE	AGE
Electricity	1960 - current

3.5 Current Uses of Adjoining Properties

DIRECTION	LAND USAGE
NORTH	Undeveloped wooded and grassland, single-family residential homes, and the Fantasy Island Infant & Child Center
SOUTH	Slighs Avenue and single-family residential homes
EAST	Barhamville Road and single-family residential homes
WEST	Undeveloped wooded and grassland

See Appendix B for a copy of the Site Plan, which identifies subject property structure(s) and general vicinity characteristics.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

OWNER	PURCHASE DATE	DEED BOOK/PAGE
Housing Authority of the City of Columbia	07/12/2001	Unknown
Unknown	Unknown	Unknown
SOURCE - Richland County assessment documents		

Due to the nature of the tax assessment documents and deed records, a thorough chain-of-title was not reasonably ascertainable.



4.2 Environmental Liens or Activity and Use Limitations (AULs)

It is the User's responsibility to provide D3G with information pertaining to environmental liens or AULs. According to information provided in the completed User Questionnaire, there are no environmental liens or AULs associated with the subject property.

4.3 Specialized Knowledge

According to the completed User Questionnaire, the Current Landowner Representative did not indicate to D3G that they were aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the subject property. The Current Landowner Representative was unaware of any environmental liens or activity use limitations (AULs) encumbering the property or in connection with the subject property.

4.4 Commonly Known or Reasonably Ascertainable Information

The Current Landowner Representative did not indicate to D3G, in the completed User Questionnaire, that they were aware of commonly known or reasonably ascertainable information within the local community about the property that is material to recognized environmental conditions in connection with the property.

4.5 Valuation Reduction for Environmental Issues

According to the completed User Questionnaire, the Current Landowner Representative indicated the subject property is being demolished; therefore, valuation reduction for environmental issues is not applicable.

4.6 Owner, Property Manager, and Occupant Information

The subject property is currently owned by the Housing Authority of the City of Columbia and the Current Landowner questionnaire is discussed further in Section 7.2. Mr. Adam Dalenburg with the Columbia Housing Authority is the current Key Site Manager and the questionnaire is discussed further in Section 7.4.

4.7 Reason for Performing Phase I ESA

The user informed D3G that the Phase I ESA is being performed because the subject property is being demolished under the HUD SAC Program.

4.8 Previous Environmental Reports

D3G was not provided additional information from the user.



5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

5.1.1 State Regulatory Records

DATABASE	SEARCH DISTANCE
STATE AND TRIBAL LEAKING STORAGE TANK DATA (LUST/LAST)	0.50 Mile
STATE AND TRIBAL STORAGE TANK DATA (UST/AST)	0.25 Mile
STATE AND TRIBAL VOLUNTARY CLEANUP PROGRAM SITES (VCP)	0.50 Mile
STATE AND TRIBAL BROWNFIELD SITES (BROWNFIELDS)	0.50 Mile
STATE AND TRIBAL HAZARDOUS WASTE SITES (SHWS)	1.00 Mile
STATE AND TRIBAL INSTITUTIONAL/ENGINEERING CONTROLS (IC/EC)	0.125 Mile
STATE AND TRIBAL REGISTERED SOLID WASTE LANDFILLS (SWL)	0.75 Mile
Source - State of South Carolina governmental records accessed by Environmental Data Resources Inc. (EDR)	

The LUST incidents and UST, SHWS, VCP, and BROWNFIELDS facilities are not located on-site or adjacent and are not of environmental concern to the subject property. The closest record is located approximately 0.22 miles south and presumed hydrogeologically cross-gradient from the subject property. Based on the listed distances, presumed hydrogeologic relationships, and/or current regulatory statuses, the vicinity state-regulated facilities are not suspected to present environmental concerns to the subject property.

5.1.2 Federal Regulatory Records

DATABASE	SEARCH DISTANCE
EPA NATIONAL PRIORITIES LISTING (NPL – SUPERFUND)	1.00 Mile
EPA NATIONAL PRIORITIES LISTING (NPL – DELISTED SITES)	0.50 Mile
EPA SUPERFUND ENTERPRISE MANAGEMENT SYSTEM (SEMS)	0.50 Mile
EPA SEMS ARCHIVED SITES (SEMS-ARCHIVE)	0.50 Mile
EPA RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)	0.25 Mile
EPA RCRA TREATMENT, STORAGE, AND DISPOSAL (TSD)	0.50 Mile
FEDERAL INSTITUTIONAL/ENGINEERING CONTROLS (IC/EC)	0.125 Mile
EPA EMERGENCY RESPONSE NOTIFICATION-SITES (ERNS)	0.15 Mile
EPA RCRA CORRECTIVE ACTION REPORT (CORRACTS)	1.00 Mile
SOURCE – Environmental Protection Agency records accessed by Environmental Data Resources Inc. (EDR)	

No federally-regulated facilities were identified in the EDR Report.



5.1.3 Non-Geocoded Sites

In addition, three (3) non-geocoded sites were listed in the EDR Report. After reviewing the three (3) non-geocoded sites, it was determined that they are not located on-site or adjacent from the subject property and are therefore, not suspected to present environmental concerns to the subject property.

5.2 Additional Environmental Record Sources

Five (5) additional environmental records were identified in the EDR Report. The additional environmental records were not located on-site, adjacent and are not of environmental concern to the subject property. Based on the listed distances, topographic relationships, and/or current regulatory statuses, the vicinity additional environmental records are not suspected to present environmental concerns to the subject property.

5.3 Physical Setting Sources

5.3.1 Topography and Regional Surface Water

TOPOGRAPHY AND REGIONAL SURFACE WATER	
ELEVATION (feet above mean sea level)	275 - 285
SLOPE	West
APPROXIMATE GROUNDWATER FLOW	Northwest
REGIONAL SURFACE WATER	Smith Brook is located approximately 0.23 miles to the northwest of the subject property and flows to the west.
SOURCE - USGS Topographic Quadrangle - North Columbia, South Carolina 2017	

Located in Appendix A is a topographic map depicting subject property elevations and drainage patterns. Depth to groundwater fluctuates depending on hydrological and weather conditions.

On-site drainage at the subject property is suspected to consist of flow along the asphalt parking areas to strategically located storm drains and surface percolation in the unpaved areas.

5.3.2 Soil Characteristics

SOIL CHARACTERISTICS	
SOIL TYPES	<i>Pelion-Urban land complex, 2 to 10 percent slopes (PnC):</i> This map unit consists of gently to moderately sloping, moderately well-drained soils on marine terraces on sandhills. The available water capacity is low and shrink-swell potential is low. This soil does not meet hydric criteria.
SOURCE - Web Soil Survey accessed at http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx	



5.4 Historical Use Information on the Subject Property

5.4.1 Review of Aerial Photographs

D3G reviewed aerial photographs from 1938, 1943, 1951, 1955, 1964, 1966, 1971, 1983, 1989, 1994, 2006, 2009, 2017, and 2018. According to the reviewed information, the subject property was originally depicted as undeveloped wooded land, prior to conversion to the existing land use as a multi-family residential apartment complex in 1960. No environmental concerns were identified on the subject property based upon a review of the aerial photography.

A copy of the aerial photography is included in Appendix D of this report.

5.4.2 Fire Insurance Maps

Sanborn Maps generally cover areas of urban and industrial development from the 1800s to the 1990s. According to the Certified Sanborn Map Report prepared by EDR, the subject property and surrounding properties are not included in Sanborn Map coverage. A copy of the Certified Sanborn Map Report is included in Appendix D.

5.4.3 Other Historical Sources

No additional historical sources were reasonably ascertainable.

5.4.4 Summary of Subject Property History

According to the reviewed subject property historical information, the subject property consisted of undeveloped wooded land since at least 1938, prior to the construction of the current subject property in 1960.

5.5 Historical Use Information on Adjoining Properties

5.5.1 Review of Aerial Photographs

D3G reviewed aerial photographs from 1938, 1943, 1951, 1955, 1964, 1966, 1971, 1983, 1989, 1994, 2006, 2009, 2017, and 2018. According to the reviewed information, the adjacent properties have consisted of undeveloped wooded and grassland, and residential and commercial properties. No environmental concerns were identified on the adjacent properties based upon a review of the aerial photography.

A copy of the aerial photography is included in Appendix D of this report.



5.5.2 Fire Insurance Maps

Sanborn Maps generally cover areas of urban and industrial development from the 1800s to the 1990s. According to the Certified Sanborn Map Report prepared by EDR, the subject property and surrounding properties are not included in Sanborn Map coverage. A copy of the Certified Sanborn Map Report is included in Appendix D.

5.5.3 Other Historical Sources

No additional historical sources were reasonably ascertainable.

5.6 Tier 1 Vapor Encroachment Screening

D3G performed a Tier 1 Vapor Encroachment Screen (VES) in compliance with ASTM E 2600-15 "ASTM Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions" as amended. The purpose of the Tier 1 VES is to conduct an initial screen to determine if a Vapor Encroachment Condition (VEC) exists in connection with the subject property. A VEC is defined as the presence or likely presence of chemical(s) of concern (COC) vapors in the subsurface (vadose zone) of the subject property caused by the release of vapors from contaminated soil and/or groundwater either on or near the subject property, as identified by Tier I and/or Tier II procedures.

The VES process is a two (2)-tiered screening process. The Tier 1 VES is based upon information typically collected during an ASTM Standard E 1527 Phase I ESA and is typically focused on known or suspected contaminated properties that may exist within the area of concern (AOC). D3G reviewed standard environmental record sources including, but not limited to, local, state, tribal and/or federal (LSTF) government records, as reported in the regulatory database report; chemical use and historical records of prior uses on the subject property and within proximity of the subject property; soil characteristics; geological characteristics; contaminant characteristics and plume migration data (if this data is readily available); significant conduits that that might provide preferential pathways for vapor migration; and groundwater depth and groundwater flow data to identify known or suspected sources of contamination within the AOC.



According to ASTM E 2600-15, the AOC is defined by the approximate minimum search distance which is based upon the chemical of concern (i.e. petroleum hydrocarbons vs. non-petroleum hydrocarbons) and the location of a known or suspected source of contamination with respect to the subject property. The Tier 1 screening includes: (1) a search distance test to determine whether there are any known or suspect contaminated properties within the AOC; and (2) COC Test to determine for those known or suspect contaminated properties within the AOC whether COCs are likely to be present in order to evaluate the likelihood that a VEC exists at the subject property. If information related to the boundaries of a contaminant plume from known contaminated properties is available, a critical distance test may be conducted. The critical distance is defined as the lineal distance between the nearest edge of the contaminant plume and the nearest subject property boundary. The critical distance is equal to one hundred (100) feet for COC or thirty (30) feet for dissolved petroleum hydrocarbon COCs. The critical distance for petroleum hydrocarbon COCs as light non-aqueous phase liquid (LNAPL), such as gasoline product(s), is one hundred (100) feet. If groundwater flow direction can be estimated, the AOC in the down-gradient direction may be reduced to the area within the critical distance during the Tier 1 screening. Additionally, the cross-gradient direction may be reduced to the critical distance plus one half of a reasonable estimation of the contaminated plume width or three hundred sixty-five (365) feet. It is not necessary to obtain information regarding the contaminant plume dimensions for down-gradient and cross-gradient contaminated properties, as the critical distance is measured from the nearest subject property boundary directly to the source on the off-site down-gradient property that is the origin of the contamination (with the contamination migrating away from the subject property).

For a contaminated property located up-gradient of the subject property, the critical distance determination requires knowledge of the length and depth of the groundwater contaminant plume. Such information is required to determine the lineal distance from the groundwater contaminant plume edge to the nearest existing or planned structure on the subject property, or the nearest subject property boundary if there are no existing or planned structures on the subject property. Data related to contaminant plume characteristics and dimensions associated with off-site contaminated properties is not typically available during the Tier 1 screening process and is typically obtained during the Tier 2 screening process. If it is not possible to conservatively estimate contaminant plume dimensions, then the AOC cannot be reduced in up-gradient directions during the Tier 1 screening process. Data regarding site-specific soil characteristics may also be used to adjust the AOC. Low permeability cohesive soils, such as soils high in clay and/or silt percentage content, generally tends to restrict soil gas movement, as may soil with high moisture content. Conversely, high porosity in soil tends to enhance soil gas movement. If known, this data may be utilized as a basis to either expand or reduce the AOC by the environmental professional.



The conclusions from the Tier 1 screening is: (1) a VEC exists or (2) a VEC does not exist. If a VEC does not exist, then the VES process is considered complete in accordance with the guidelines set forth under ASTM Standard E 2600-15. If a VEC exists at the subject property, the environmental professional should determine if the VEC represents a Recognized Environmental Condition (REC). If the VEC represents a REC, then further action or investigation may be recommended, including but not limited to a Tier 2 (invasive and/or non-invasive) screening and/or mitigation. If a VEC exists as determined by the Tier 1 screening process, then a more refined Tier 2 VES (non-invasive) may be completed in order to further evaluate the VEC. Tier 2 (non-invasive) focuses on characteristics of the contaminant plume associated with contaminated properties and the proximity of said contaminant plume to the subject property. This data is not typically available during the Tier 1 screening process and is typically obtained from state regulatory files and may also be obtained from other available documents and/or may be collected via sampling. Tier 2 (invasive) applies numeric screening criteria to existing or newly collected soil, soil gas, and/or groundwater testing results to further evaluate and/or validate the potential VEC.

Subject Property

Based on a review of the EDR Report, the subject property is not identified in the State Records Search or in the Federal Records Search. In addition, according to a review of subject property historical use information that is reasonably ascertainable, there are no known or suspect potentially contaminated sources having chemicals of concern (petroleum hydrocarbons or non-petroleum hydrocarbons) associated with the subject property. Therefore, a Vapor Encroachment Condition (VEC) does not exist at the subject property.

Contaminated Properties within the Area of Concern

Based on a review of the EDR Report and a review of adjacent historical use information that is reasonably ascertainable, there are no records identified within the area of concern. Therefore, a Vapor Encroachment Condition (VEC) does not exist at the subject property from an off-site source.

6.0 SITE RECONNAISSANCE

6.1 Methodology and Limiting Conditions

D3G's subject property inspection consisted of visual observations along boundaries and various transects throughout the subject property. On the interior, common areas such as lobbies, hallways, utility rooms, recreation areas, maintenance and repair areas, and a representative sample of occupant spaces were observed. The adjacent properties were observed from the subject property and the boundaries of the subject property and public right-of-ways.



6.2 General Site Setting

The subject property consists of six (6) two-story multi-family apartment structures and one (1) laundry facility structure constructed in 1960. The subject property structures contain a total of twenty-four (24) residential dwelling units and are situated on 1.44 acres of land. Exterior property improvements include landscaped regions and asphalt parking areas. The subject property is proposed for demolition. The subject property is serviced by electricity, natural gas, and municipally supplied water and sewer. The Sponsor is submitting this project under the HUD SAC Program, consisting of the demolition of the existing apartment complex.

6.3 Exterior Observations

EXTERIOR OBSERVATIONS	OBSERVED	NOT OBSERVED
HAZARDOUS MATERIALS AND PETROLEUM PRODUCTS		√
POLYCHLORINATED BIPHENYLS (PCBS)	(1)	
SUBJECT PROPERTY DUMPED MATERIALS/LANDFILLS	(2)	
SOLID WASTE DISPOSAL		√
SPILLS/STAINED SOILS/STAINED PAVEMENT/STRESSED VEGETATION		√
STORAGE TANKS NOT PREVIOUSLY LISTED		√
WELLS NOT PREVIOUSLY LISTED		√
HAZARDOUS RUNOFF		√
PITS, PONDS, OR LAGOONS*		√
ODORS		√

*Excludes stormwater drainage features

- (1) Located at exterior locations of the property are two (2) pole-mounted electrical transformers, which are owned and maintained by Dominion Energy. The on-site electrical transformers were not affixed with "Non-PCB" stickers and are therefore assumed to contain regulated levels of PCBs. However, leakage was not visually observed on or around the transformers and in their current physical condition they are not believed to present environmental concerns to the subject property.
- (2) Located in a designated area of the property is one (1) solid waste dumpster. No staining and/or visual signs of spillage were observed in the vicinity of the dumpster during the subject property visit.



6.4 Interior Observations

INTERIOR OBSERVATIONS	OBSERVED	NOT OBSERVED
HAZARDOUS MATERIALS AND PETROLEUM PRODUCTS		√
POLYCHLORINATED BIPHENYLS (PCBS)		√
STORAGE TANKS NOT PREVIOUSLY LISTED		√
ODORS		√
DRAINS AND/OR SUMPS	(1)	
POOLS OF LIQUID		√

(1) According to Mr. Adam Dalenburg with Columbia Housing Authority and the Key Site Manager, there are various sump pumps located in select crawl spaces throughout the property. According to Mr. Dalenburg, the sump pumps are plumbed into the municipal sanitary sewer system.

7.0 INTERVIEWS

7.1 Prospective Landowner/User Questionnaire

A Property Questionnaire was completed by Mr. Adam Dalenburg with the Columbia Housing Authority and the Current Landowner Representative and returned to D3G. Mr. Dalenburg indicated that he knows the past uses of the property, the property is being demolished, the property was purchased in July of 2001, and that he has been associated with the subject property for three (3) years. A copy of the completed Property Questionnaire is included in Appendix F.

7.2 Current Landowner Questionnaire

A User Property Questionnaire was completed by Mr. Adam Dalenburg with the Columbia Housing Authority and the Current Landowner Representative; therefore, an additional questionnaire is not warranted.

7.3 Previous Landowner Questionnaire

The current landowner has owned the property for more than two (2) years; therefore, a previous landowner questionnaire is not required.

7.4 Key Site Manager Questionnaire

A Property Questionnaire was completed by Mr. Adam Dalenburg with the Columbia Housing Authority and the Key Site Manager, and returned to D3G. Mr. Dalenburg indicated that he knows the past uses of the subject property and has been associated with the subject property for three (3) years. A copy of the completed Property Questionnaire is included in Appendix F.



7.5 Occupant Questionnaire

The subject property is currently utilized for residential purposes; therefore, an Occupant Questionnaire is not necessary for this investigation pursuant to ASTM E 1527 13 Section 10.5.2.1.

7.6 Local Agencies Contacted

D3G contacted the City of Columbia Fire Department on February 25, 2020 for a review of their environmental records (i.e. USTs, hazardous materials storage, and spills) for the subject property. As of the date of this report, D3G has not received a response to this inquiry. Upon receipt of the agency response, D3G will forward this information as an addendum to this report. If no response is received or no material information is identified, our report will not be modified. A copy of the correspondence is located in Appendix F of this report.

D3G contacted the Richland County Environmental Health Department on February 26, 2020 for a review of their environmental records including regional environmental health issues, on-site wells and/or septic system records for the subject property. According to Ms. Julia Derrick, Administrative Specialist with Environmental Health in Richland County, there are no records on file for the subject property or regional environmental health issues. A copy of the correspondence is located in Appendix F of this report.

7.7 Additional Persons Interviewed

No additional persons were interviewed.

8.0 INVESTIGATION FOR NON-SCOPE CONSIDERATIONS

8.1 Asbestos-Containing Materials

The facility was constructed in 1960, during a time of asbestos-containing material (ACM) usage; therefore, ACMs are suspected to be present at the subject property. Presumed asbestos-containing materials (PACMs) at the subject property may include but are not limited to: piping insulation and associated wrap, wall and ceiling materials, flooring materials and associated mastics, kitchen sink undercoating materials, caulking, and roofing materials. However, the facility has not been inspected by an appropriately licensed asbestos inspector.

Recommendations are listed in Section 11.0 of this report.



8.2 Lead-Based Paint

The facility was constructed in 1960, prior to the 1978 ban on lead-based paint (LBP); therefore, lead-based paint may be present on interior and exterior painted components. At the time of D3G's site inspection on March 18, 2020, the painted components were observed to be in fair condition with some areas of deteriorated paint. Components identified as containing lead in any concentration are required be handled in accordance with 29 CFR 1926.62, the OSHA "Lead Exposure in Construction" Standard (OSHA does not define LBP). All generated debris containing lead-based paint is to be appropriately disposed of in accordance with applicable EPA RCRA requirements.

8.3 Radon Gas

U.S. EPA RADON DATA	
ZONE	3
ZONE DEFINITION	Average reading less than 2 picocuries/liter (pCi/L)
SOURCE - U.S. EPA Radon Map	

Radon gas sampling was not included within D3G's Scope of Services. Depending on the end financing and/or continued use of the property, radon testing may be required to be conducted in accordance with HUD regulations.

8.4 Moisture Intrusion and Mold

The subject property was visually inspected for the presence of mold growth during the site investigation. During the site visit on March 18, 2020 evidence of moisture intrusion and/or mold was observed in various buildings and units throughout the property. An inspection of exterior areas of the property did not identify evidence of standing water, or improper site drainage characteristics.

Recommendations are listed in Section 11.0 of this report.



9.0 FINDINGS

This Phase I ESA was prepared in accordance with ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process Designation: E 1527-13, 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries: Final Rule, U.S. Housing and Urban Development (HUD) Multifamily Accelerated Processing Guide, as amended, and accepted Phase I ESA industry standards. This assessment has revealed the following findings, consisting of RECs, CRECs, HRECs, and environmental concerns, based on the subject property inspection, interviews, and review of available records:

EVALUATED CONDITIONS	ON-SITE	ADJACENT
STANDARD ENVIRONMENTAL RECORDS REVIEW	No	No
UNREGULATED UNDERGROUND STORAGE TANK(S) (UST)	No	No
PAST INDUSTRIAL/DETRIMENTAL OPERATIONS	No	No
VAPOR ENCROACHMENT CONDITION	No	No
STORED HAZARDOUS MATERIALS	No	NA
POLYCHLORINATED BIPHENYLS (PCBS)	No	NA
ABOVEGROUND STORAGE TANK(S) (AST)	No	No
DUMPING, LANDFILLS	No	No
HAZARDOUS RUN-OFF	No	No
ASBESTOS-CONTAINING MATERIALS	Yes	NA
LEAD-BASED PAINT	No	NA
RADON GAS	No	NA
OTHER: MOISTURE INTRUSION AND MOLD	Yes	NA

NA = Not Applicable

10.0 OPINION

Recognized Environmental Conditions (RECs)

As defined in ASTM E 1527 13, RECs are the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. **Based on the findings of this Phase I ESA, no RECs were identified.**

Controlled Recognized Environmental Conditions (CRECs)

As defined in ASTM E 1527 13, CRECs are RECs resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). **Based on the findings of this Phase I ESA, no CRECs were identified.**



Historical Recognized Environmental Conditions (HRECs)

As defined in ASTM E 1527 13, HRECs involve a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls. **Based on the findings of this Phase I ESA, no HRECs were identified.**

Environmental Concerns

D3G defines “environmental concerns” as de minimis conditions and non-scope considerations for which further action is recommended. As defined in ASTM E 1527 13, de minimis conditions generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Non-scope considerations include assessed environmental issues or conditions beyond the scope of ASTM E 1527 13 as stated in Section 2.2 and/or discussed below.

Based on the findings of this Phase I ESA, no environmental concerns were identified, except for the following:

- **Asbestos-Containing Materials (ACMs)**

The facility was constructed in 1960, during a time of asbestos-containing material (ACM) usage; therefore, ACMs are suspected to be present at the subject property. Presumed asbestos-containing materials (PACMs) at the subject property may include but are not limited to: piping insulation and associated wrap, wall and ceiling materials, flooring materials and associated mastics, kitchen sink undercoating materials, caulking, and roofing materials. However, the facility has not been inspected by an appropriately licensed asbestos inspector.

- **Moisture Intrusion and Mold**

The subject property was visually inspected for the presence of mold growth during the site investigation. During the site visit on March 18, 2020 evidence of moisture intrusion and/or mold was observed in various buildings and units throughout the property. An inspection of exterior areas of the property did not identify evidence of standing water, or improper site drainage characteristics.



11.0 CONCLUSIONS

Dominion Due Diligence Group performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-13 of the Columbia Apartments located at 2131 Slighs Avenue in Columbia, Richland County, South Carolina. Any exceptions to, or deletions from, this practice are described in Section 2.4 of this report. This assessment has revealed no evidence of recognized environmental conditions (RECs) or controlled recognized environmental conditions (CRECs) in connection with the subject property.

D3G has performed a Phase I ESA at the subject property. Based on the identified environmental concerns discussed in Section 10.0, D3G recommends the following:

- Asbestos-Containing Materials (ACMs)
Upon SAC approval and prior to subsequent demolition activities, a comprehensive asbestos survey is required to be conducted in accordance with 40 CFR 61 Subpart M and State of South Carolina asbestos regulations. Identified ACMs should be removed by a licensed asbestos abatement contractor in accordance with applicable regulations prior to demolition activities.
- Moisture Intrusion and Mold
Upon SAC approval, the subsequent demolition activities will effectively mitigate the safety concerns associated with the moisture intrusion and mold at the subject property. If the intended future use of the subject property involves residential housing, then mitigation measures related to the moisture intrusion and mold may be required to be implemented.

12.0 DEVIATIONS

There are no deviations from the ASTM standard Phase I ESA except for those outlined in Section 2.4 of this report.

13.0 ADDITIONAL SERVICES

No additional services were contracted between the User and D3G.



14.0 REFERENCE MATERIALS

- City of Columbia Fire Department
- Richland County Environmental Health Department and Assessor
- Web Soil Survey accessed at <http://websoilsurvey.nrcs.usda.gov/app/>
- USGS Topographic Quadrangle – *Columbia North, South Carolina* 2017
- Environmental Data Resources Inc. (EDR) Report, dated March 12, 2020
- Delorme Street Atlas USA® 2015
- Google Earth and EDR Inc. – aerial photographs
- EDR Certified Sanborn Map Report
- EPA Radon Map
- Plat Map prepared by Cox and Dinkins, Engineers – Surveyors dated January 23, 2007



15.0 SIGNATURE OF ENVIRONMENTAL PERSONNEL

Data presented in this report is factual to the best of our knowledge. Available sources of data were comprehensively researched to provide a complete Phase I ESA of the subject property. The Phase I ESA was prepared in accordance with ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Designation E 1527-13), 40 CFR Part 312 Standards and Practices for All Appropriate Inquiry: Final Rule, and portions of the U.S. Department of HUD MAP Guide protocols, as amended. In addition, it should be noted that the HUD Environmental Review Record Related Federal Laws and Authorities Worksheets are included under separate cover.

D3G understands that this Phase I ESA will be used by the User to document to the U.S. Department of HUD that the MAP Lender's application for FHA multifamily mortgage insurance was prepared and reviewed in accordance with HUD MAP requirements. D3G certifies that the review was in accordance with the HUD MAP requirements applicable on the date of the review and that D3G has no financial interest or family relationship with the officers, directors, stockholders or partners of the Borrower, the general contractor, any subcontractors, the buyer or seller of the proposed property or engage in any business that might present a conflict of interest.

D3G is employed under contract for this specific assignment and has no other side deals, agreements, or financial considerations with the MAP Lender or others in connection with this transaction.

Shawn Hughes, BPI-MFBA
Site Assessor




Signature

Brandon Vidra
Project Manager



Signature

John Exley
Environmental Professional



Signature

I hereby certify under penalty of perjury that all of the information I have provided on this form and in any accompanying documentation is true and accurate. I acknowledge that if I knowingly have made any false, fictitious, or fraudulent statement, representation, or certification on this form or on any accompanying documents, I may be subject to criminal, civil, and/or administrative sanctions, including fines, penalties, and/or imprisonment under applicable federal law, including but not limited to 12 U.S.C. § 1833a; 18 U.S.C. §§1001, 1006, 1010, 1012, and 1014; 12 U.S.C. §1708 and 1735f-14; and 31 U.S.C. §§3729 and 3802.



16.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

John Exley qualifies as an **Environmental Professional** as defined in 40 CFR Part 312.10(b). Mr. Exley has numerous years of extensive training and experience with regards to environmental issues. He received an undergraduate B.S. degree in Geography and Urban Planning as well as a minor in Environmental Studies from Virginia Commonwealth University and has inspected, managed and designed numerous environmental projects throughout the United States. Mr. Exley also has extensive knowledge of the ASTM E 1527 Phase I Environmental Site Assessment regulations as well as the EPA 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries regulations. Mr. Exley qualifies as an Environmental Professional as defined under ASTM E 1527 Section 4.3 and Appendix X2 with over ten (10) years of experience performing investigations of surface and subsurface environmental conditions. Mr. Exley's duties as a Team Manager for Dominion Due Diligence Group include coordinating, conducting, writing, and reviewing Phase I/II Environmental Site Assessments (HUD, Freddie Mac, Fannie Mae, and ASTM E 1527) throughout the United States as well as coordinating, conducting and reviewing comprehensive lead-based paint and asbestos-containing material investigation/remediation projects. Mr. Exley has additionally performed numerous HUD noise assessments and assisting with HUD 8-Step Processes throughout the United States.

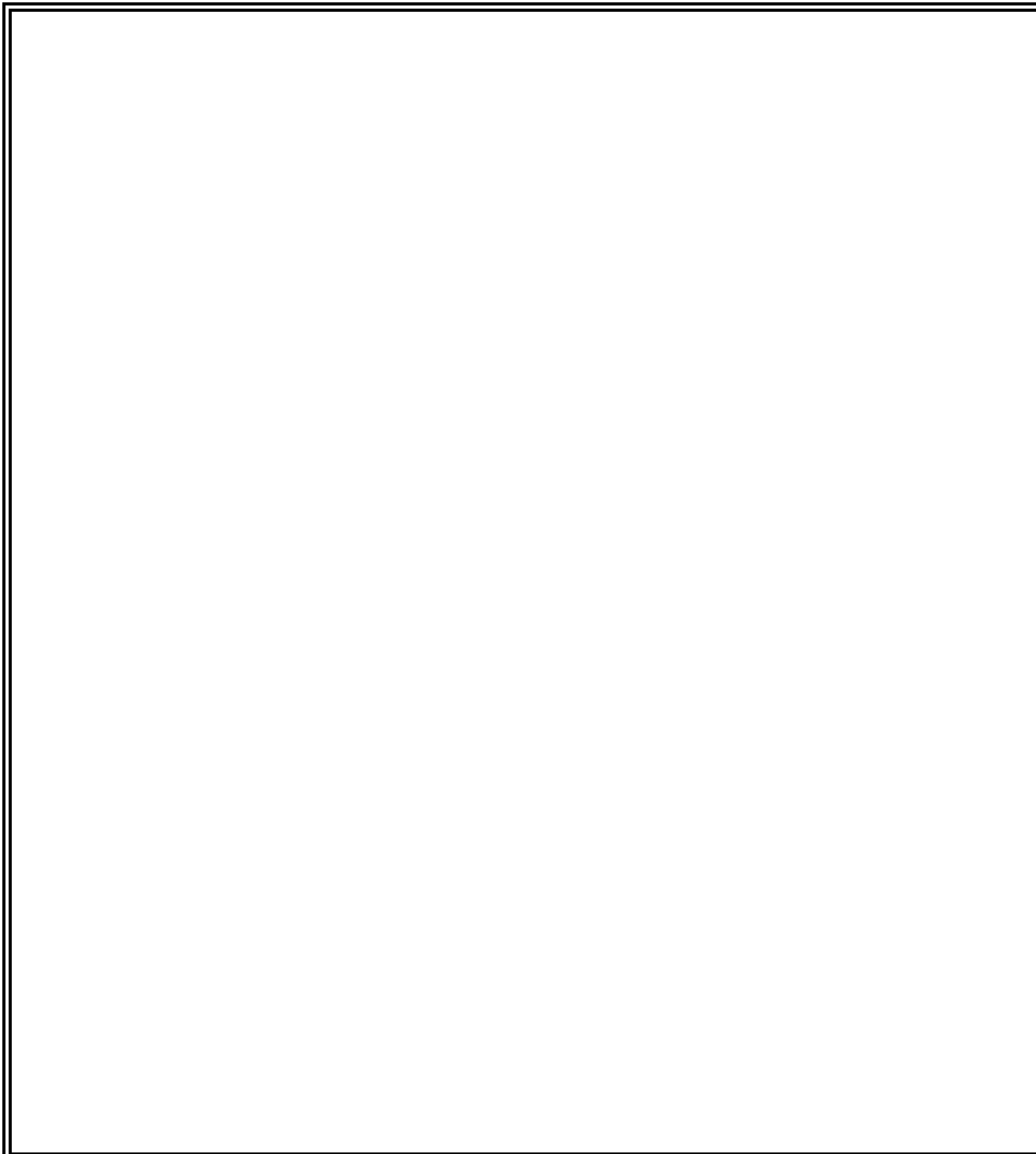


17.0 APPENDICES

Appendix A:	Site (Vicinity) Maps
Appendix B:	Site Plan
Appendix C:	Site Photographs
Appendix D:	Historical Research Documents
Appendix E:	Regulatory Records Documentation
Appendix F:	Interview Documentation
Appendix G:	Special Contractual Conditions Between User and Environmental Professional
Appendix H:	Qualifications of the Environmental Professionals
Appendix I:	Certificate of Liability Insurance







Appendix A
Tax Map

↑
N

**DOMINION
DUE DILIGENCE
GROUP**



Address

Address	2149A BARHAMVILLE RD
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.02192
Longitude	-81.01892
Elevation	276 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$12,797	\$11,823	\$11,094
Avg Home Value	\$73,900	\$55,000	\$43,600
Pop. Density (/sqmi)	10,677	5,980	9,151

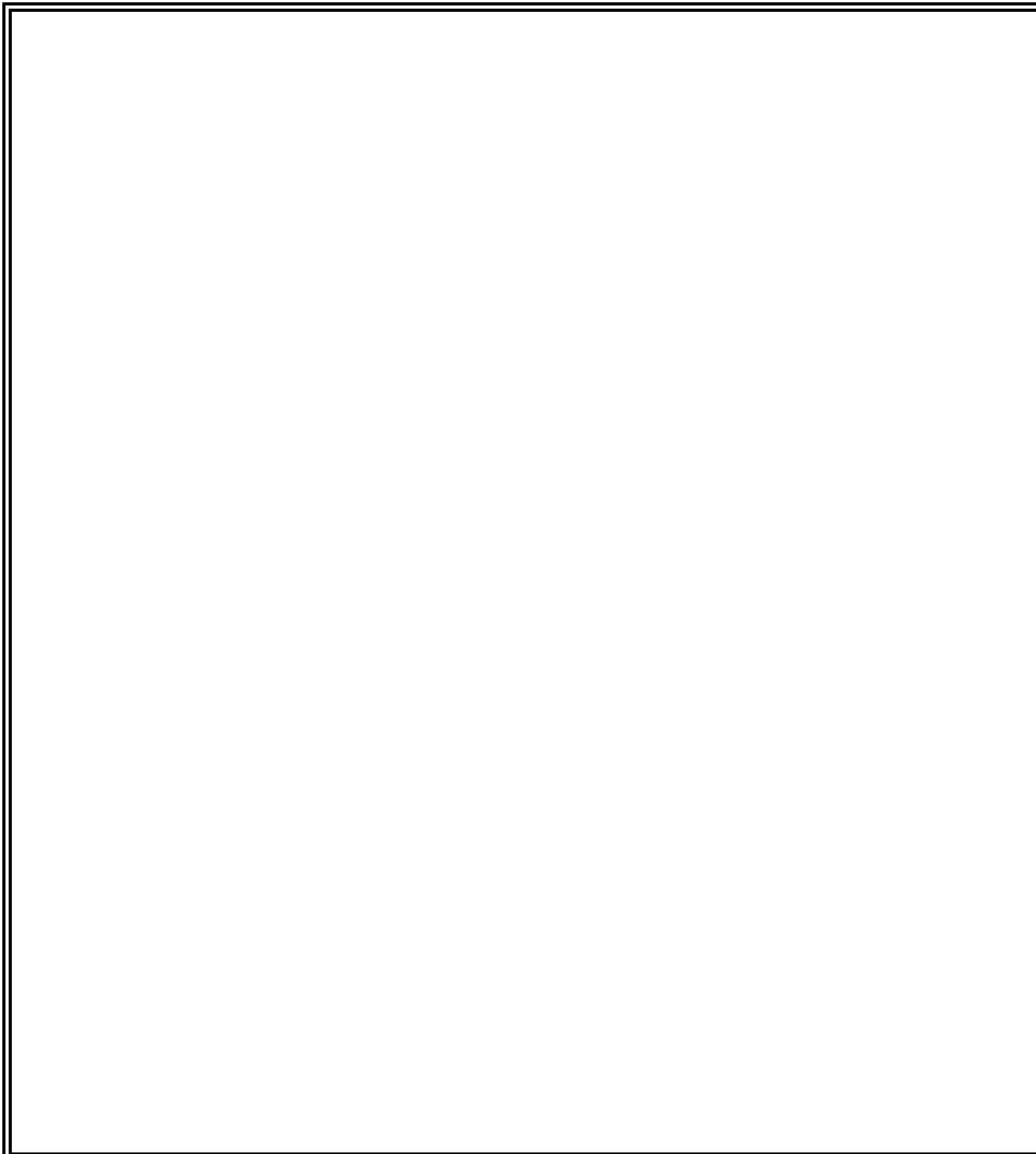
Property

TMS	R11506-09-57
Owner	HOUSING AUTHORITY OF THE CITY
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	1CC
Land Value	\$40,000
Building Value	\$0
Taxable Value	\$0
Market Value	\$40,000
Last Sale	\$0 (07/12/2001)
Zoning	RS-3
Secondary Zoning	
Owner Occupied	Exempt

Political

Voting Precinct	Ward 32
Voting Location	Charles R Drew Wellness
County Council Dist.	5
County Council Rep.	Allison Terracio
SC Senate Dist.	21
SC Senate Rep.	Darrell Jackson
SC House Dist.	74
SC House Rep.	J. Todd Rutherford
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	2

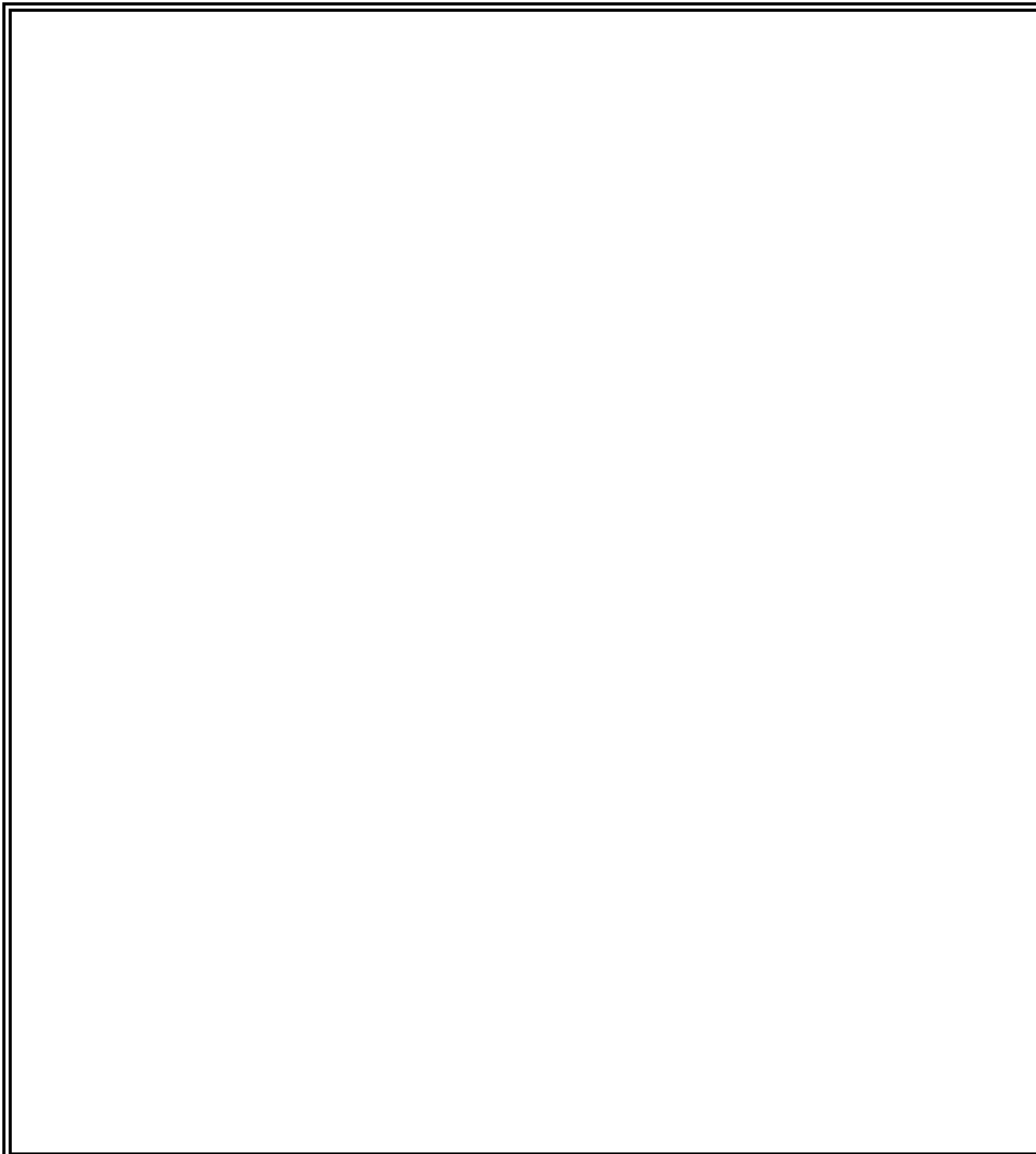
Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.



Appendix A
Site
Topographic
Map

↑
N

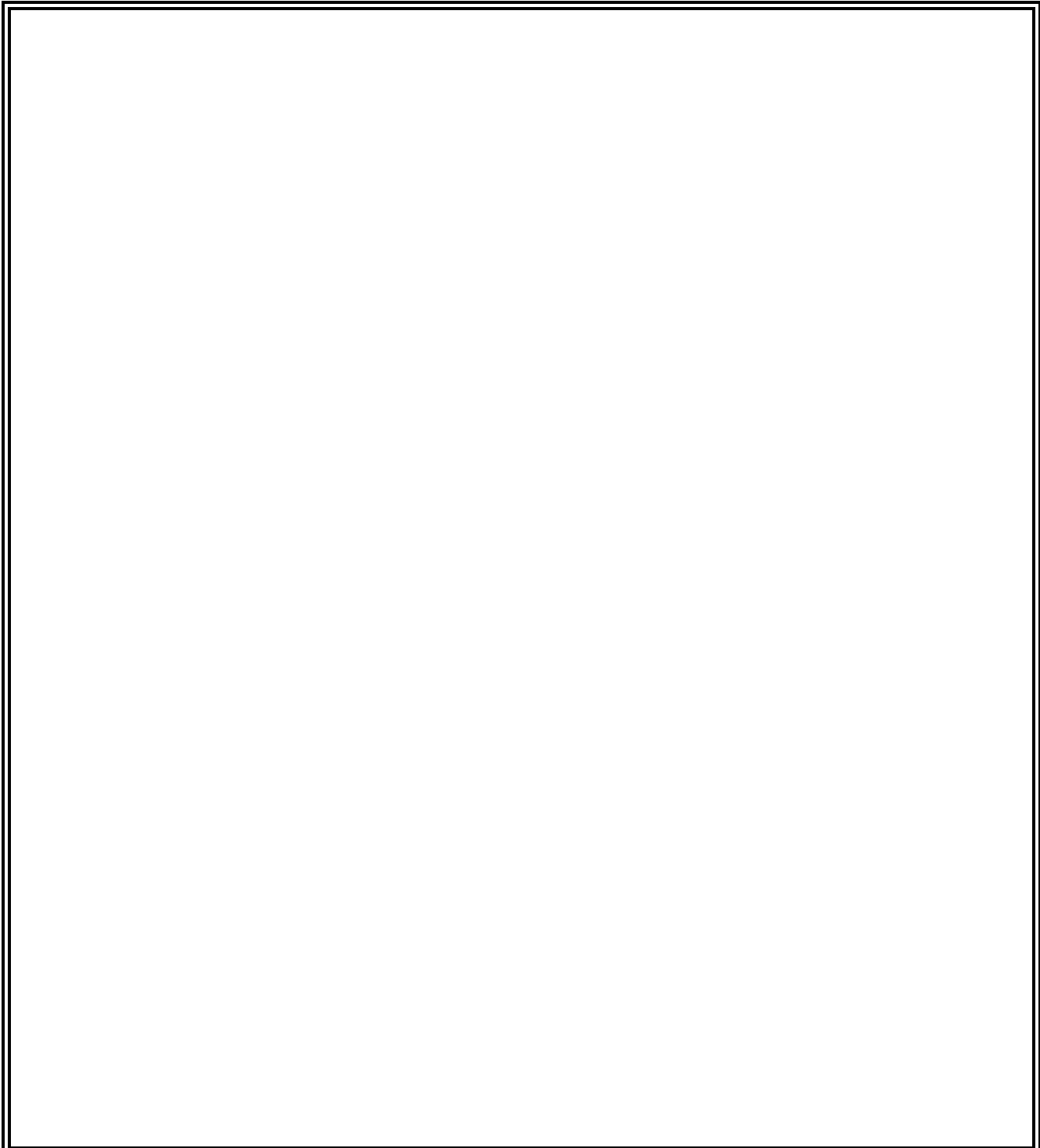
**DOMINION
DUE DILIGENCE
GROUP**



Appendix A
Site Locator
Map



**DOMINION
DUE DILIGENCE
GROUP**

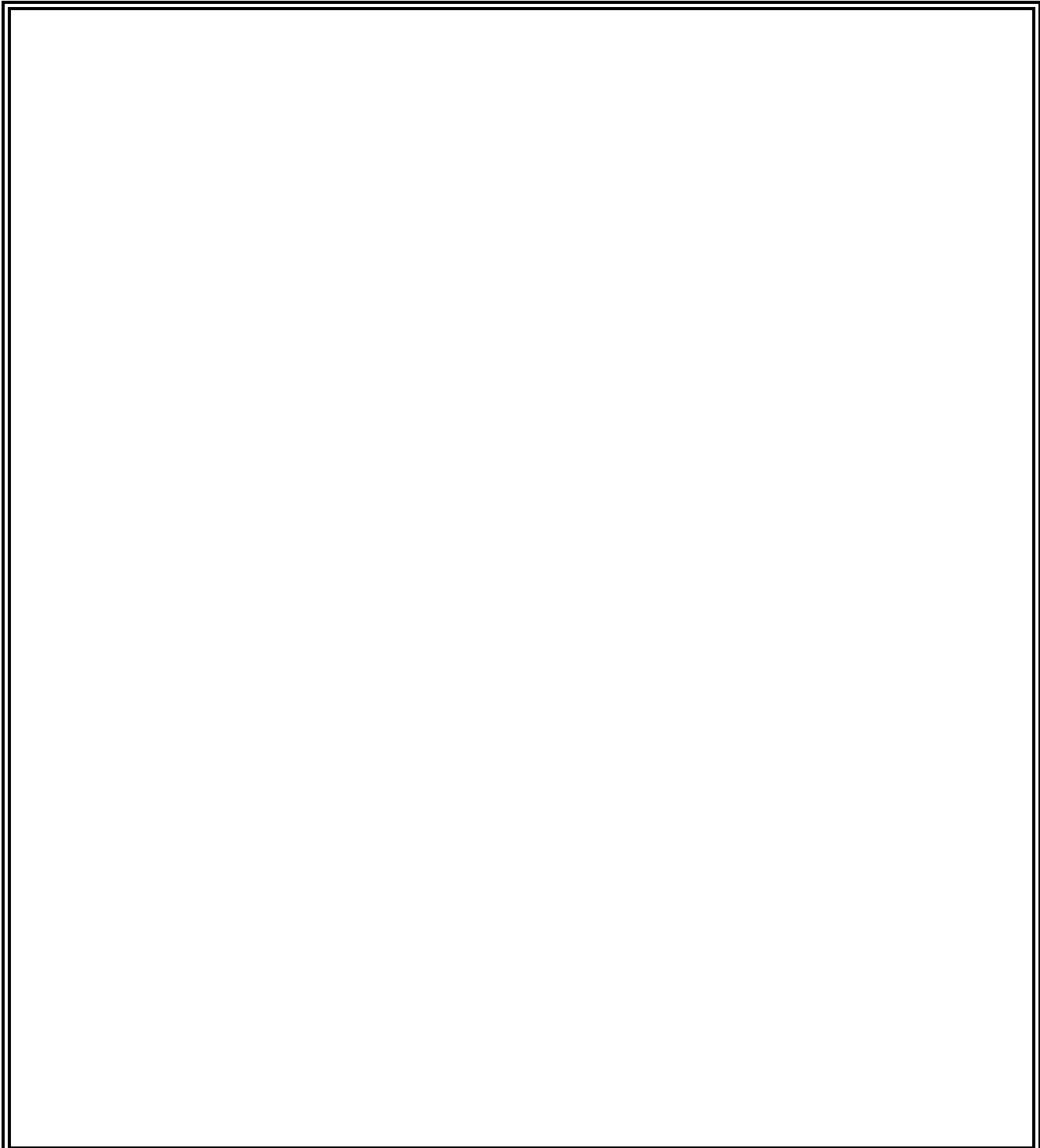


Appendix A
Site Soils Map

↑
N

**DOMINION
DUE DILIGENCE
GROUP**





Appendix B
Site Plan

↑
N

**DOMINION
DUE DILIGENCE
GROUP**

LINE	LENGTH	BEARING
L1	1.19'	S 29°20'32" W
L2	11.34'	S 29°13'10" W
L3	14.65'	N 61°26'45" W



NOW OR FORMERLY
GEORGE DAVID BROWN
TMS#11506-09-23

NOW OR FORMERLY
GEORGE D. BROWN
TMS#11506-09-24

NOW OR FORMERLY
PATRICIA A. SCOTT, II, INC.
TMS#11506-09-25

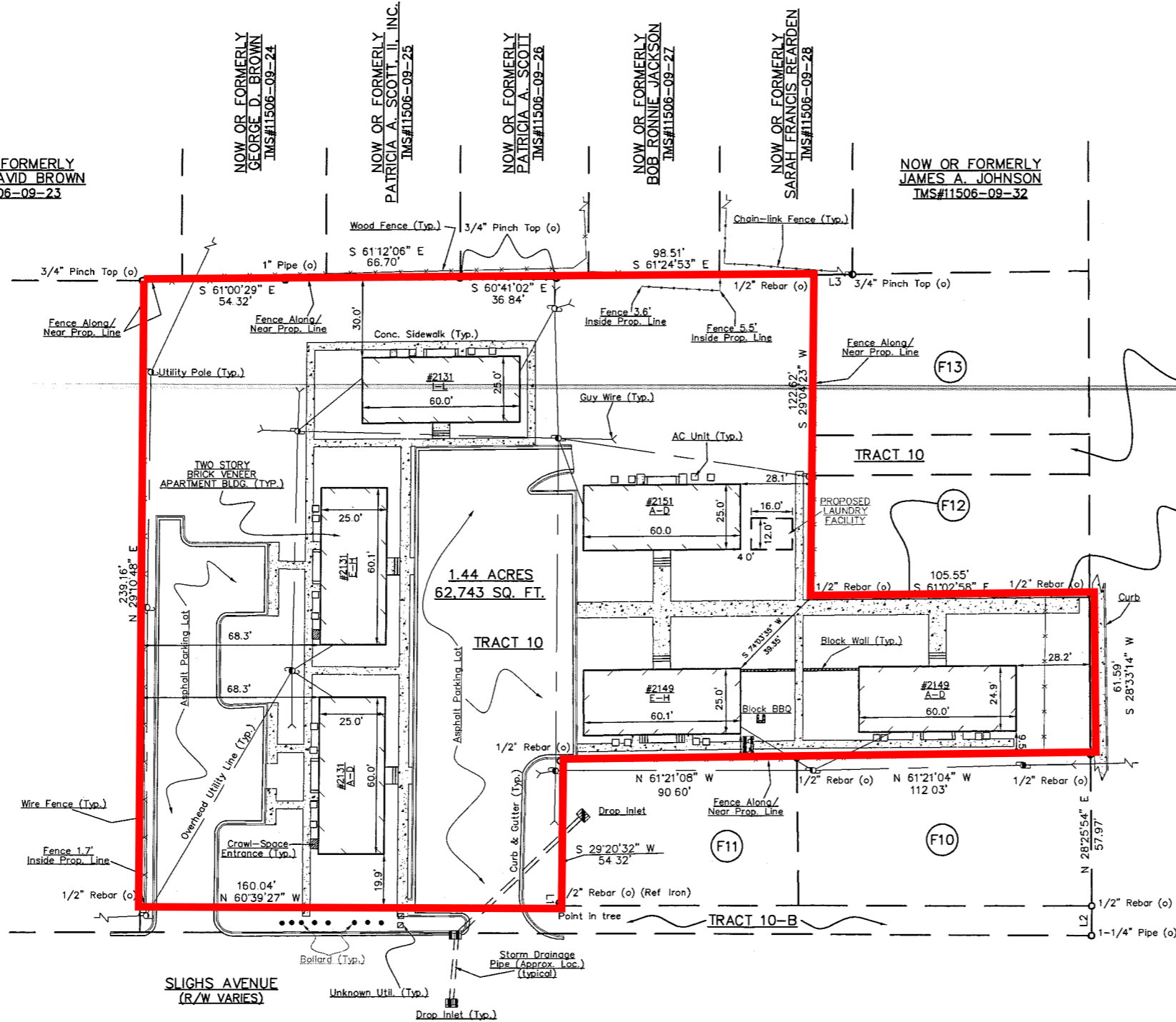
NOW OR FORMERLY
PATRICIA A. SCOTT
TMS#11506-09-26

NOW OR FORMERLY
BOB RONNIE JACKSON
TMS#11506-09-27

NOW OR FORMERLY
SARAH FRANCIS REARDEN
TMS#11506-09-28

NOW OR FORMERLY
JAMES A. JOHNSON
TMS#11506-09-32

NOW OR FORMERLY
NELLIE B. JENNINGS, et. al.
TMS#11506-09-39



This Former Portion of Tract 10
has been combined with lot F-12
(Per Reference Plat No. 2)

This Former Portion of Lot F-12
has been combined with Tract 10
(Per Reference Plat No. 2)



REVISIONS		
No.	DATE	DESCRIPTION
1	01 23 2007	REVISED TO ADD PROPOSED LAUNDRY FACILITY TO PLAT

COX AND DINKINS
ENGINEERS - SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: odino@coxanddinkins.com

PLAT

PREPARED FOR
COLUMBIA HOUSING AUTHORITY

RICHLAND COUNTY, COLUMBIA, S.C.

CERTIFICATION:

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

REFERENCES:

REFERENCES:
1) THE SAME BEING DESIGNATED AS A MAJOR PORTION OF TRACT 1D, AND A MINOR SOUTHERN PORTION OF OT F-12, ON A PLAT OF UPPER CELIA SAXON SUBDIVISION, BY CHAO AND ASSOCIATES, INC., DATED NOVEMBER 3, 2004, REVISED MAY 25, 2005, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 1040 PAGES 2204 & 2205.
2) REFERENCE IS ALSO MADE TO A PLAT PREPARED FOR SONNY SWEAT, BY COX AND DINKINS, INC., DATED JANUARY 9, 2007.

NOTES:

1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES IS UNKNOWN.

DATE:
JANUARY 12, 2007

SCALE:
1" = 30'

TAX MAP NUMBER:
11506-09-57

BOOK:
T56-16-19

CHK:
5

SP:
322

NO:
21

DWG:
7MT56-16rev.dwg

BY:
20

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Columbia Apartments
Columbia, South Carolina

PHOTO #1



View of the subject property

PHOTO #2



View of the subject property

PHOTO #3



View of the subject property

PHOTO #4



View of the subject property

PHOTO #5



View of a typical resident unit kitchen

PHOTO #6



View of a typical resident unit living room

PHOTO #7



View of a typical resident unit bedroom

PHOTO #8



View of a typical resident unit bathroom

PHOTO #9



View of the exterior of the on-site laundry structure

PHOTO #10



View of the laundry facilities

PHOTO #11



View of the on-site dumpster

PHOTO #12



View of the northern adjacent undeveloped wooded and grassland

PHOTO #13



View of the northern adjacent single-family residential homes

PHOTO #14



View of the northern adjacent Fantasy Island Infant & Child Center

Columbia Apartments
Columbia, South Carolina

PHOTO #15



View of the eastern adjacent single-family residential homes

PHOTO #16



View of the eastern adjacent single-family residential homes

Columbia Apartments
Columbia, South Carolina

PHOTO #17



View of the southern adjacent single-family residential homes

PHOTO #18



View of the southern adjacent single-family residential homes



Columbia Apartments

2118-2134 Slighs Ave

Columbia, SC 29204

Inquiry Number: 6006172.3

March 12, 2020

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

03/12/20

Site Name:

Columbia Apartments
2118-2134 Slighs Ave
Columbia, SC 29204
EDR Inquiry # 6006172.3

Client Name:

Dominion Environmental Group, Inc
201 Wylderose Drive
Midlothian, VA 23113
Contact: Brandon Vidra



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Certified Sanborn Results:

Certification # F10D-4C30-9349
PO # Team 3
Project 2020-000366



Sanborn® Library search results

Certification #: F10D-4C30-9349

UNMAPPED PROPERTY

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The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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Columbia Apartments

2118-2134 Slighs Ave

Columbia, SC 29204

Inquiry Number: 6006172.5

March 12, 2020

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

03/12/20

Site Name:

Columbia Apartments
2118-2134 Slighs Ave
Columbia, SC 29204
EDR Inquiry # 6006172.5

Client Name:

Dominion Environmental Group, Inc
201 Wylderose Drive
Midlothian, VA 23113
Contact: Brandon Vidra



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2017	1"=500'	Flight Year: 2017	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1994	1"=500'	Acquisition Date: January 22, 1994	USGS/DOQQ
1989	1"=500'	Flight Date: March 12, 1989	USGS
1983	1"=500'	Flight Date: March 03, 1983	USDA
1971	1"=500'	Flight Date: March 21, 1971	USGS
1966	1"=500'	Flight Date: February 19, 1966	USDA
1964	1"=500'	Flight Date: October 12, 1964	USGS
1955	1"=500'	Flight Date: March 29, 1955	USDA
1951	1"=500'	Flight Date: May 15, 1951	USDA
1943	1"=500'	Flight Date: May 22, 1943	USDA
1938	1"=500'	Flight Date: April 25, 1938	USDA

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INQUIRY #: 6006172.5

YEAR: 1938

— = 500'





INQUIRY #: 6006172.5

YEAR: 1943

— = 500'





INQUIRY #: 6006172.5

YEAR: 1951

— = 500'





INQUIRY #: 6006172.5

YEAR: 1955

— = 500'





INQUIRY #: 6006172.5

YEAR: 1964

— = 500'





INQUIRY #: 6006172.5

YEAR: 1966

— = 500'





INQUIRY #: 6006172.5

YEAR: 1971

— = 500'





INQUIRY #: 6006172.5

YEAR: 1983

— = 500'



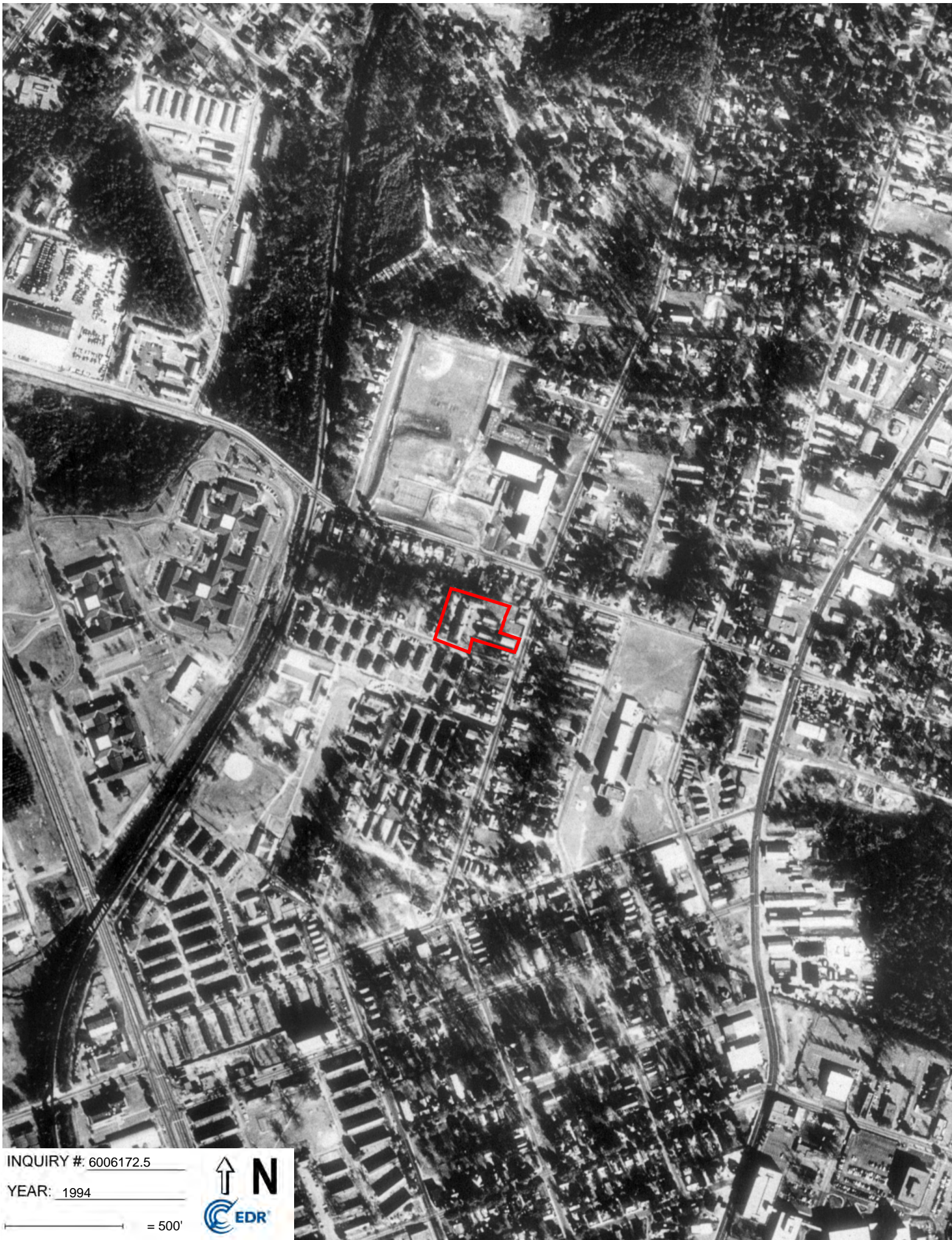


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YEAR: 1989

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INQUIRY #: 6006172.5

YEAR: 1994

— = 500'





INQUIRY #: 6006172.5

YEAR: 2006

— = 500'



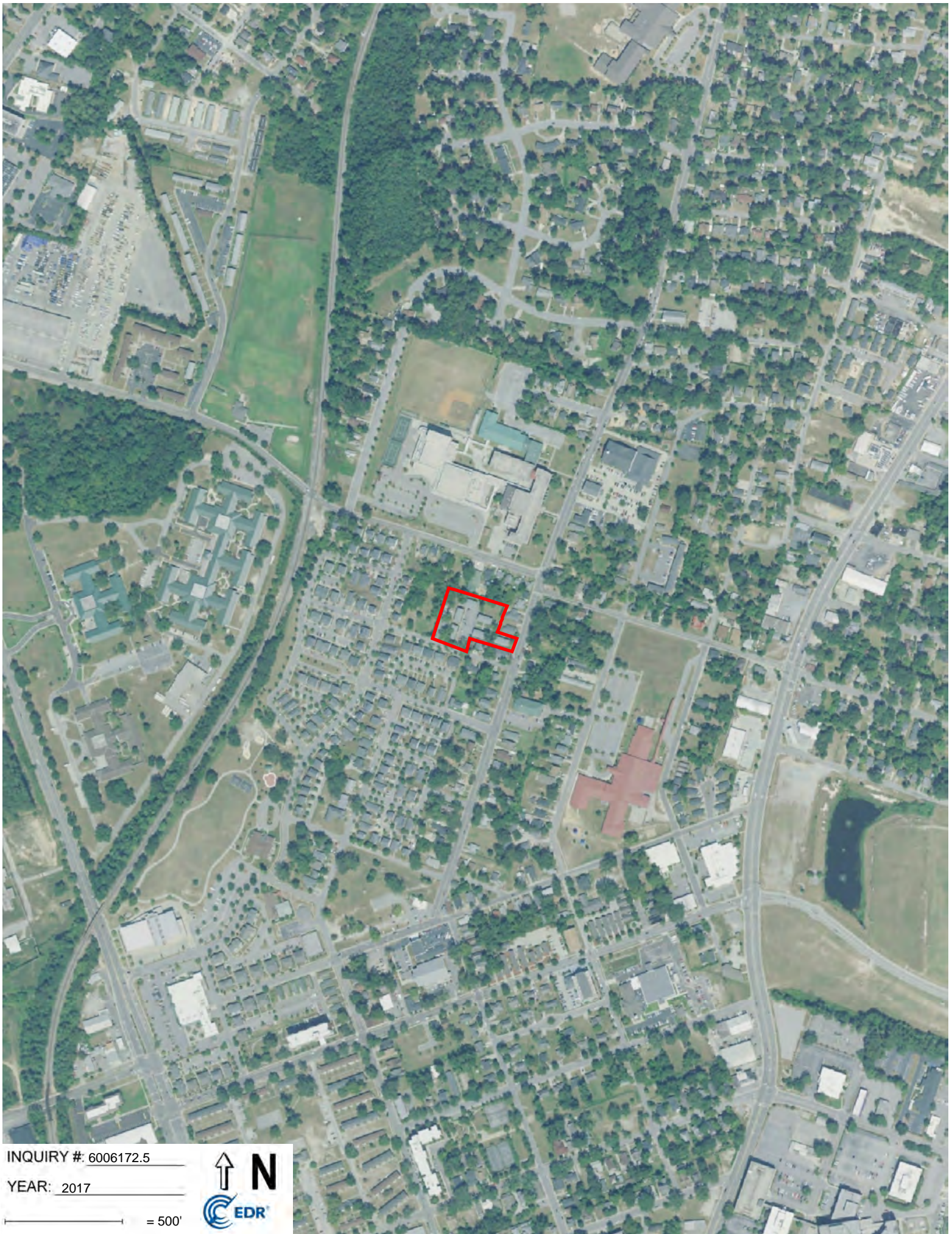


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YEAR: 2009

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INQUIRY #: 6006172.5


YEAR: 2017

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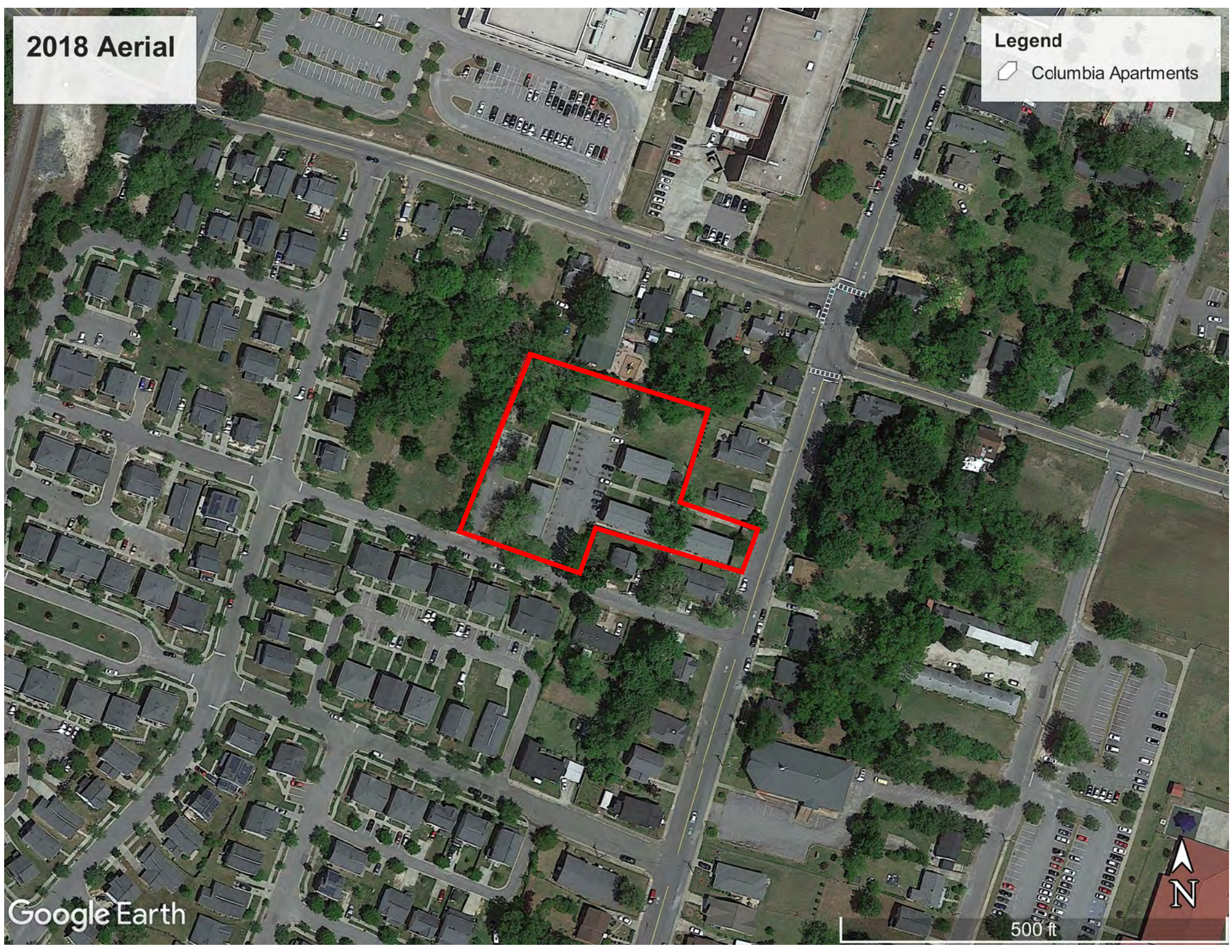
2018 Aerial

Legend

 Columbia Apartments

Google Earth

500 ft





Columbia Apartments
 2118-2134 Slighs Ave
 Columbia, SC 29204

Inquiry Number: 6006172.2s
 March 12, 2020

FirstSearch Report

Search Summary Report

TARGET SITE 2118-2134 SLIGHS AVE
 COLUMBIA, SC 29204

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	-	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	0	-	-	0	0
<i>Federal IC / EC</i>	Y	0	0	-	-	-	0	0
<i>ERNS</i>	Y	0	0	-	-	-	0	0
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	5	1	6
<i>State/Tribal SWL</i>	Y	0	0	0	0	0	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	4	5	-	1	10
<i>State/Tribal Tanks</i>	Y	0	0	5	-	-	0	5
<i>State/Tribal IC / EC</i>	Y	0	0	0	2	-	0	2
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other SWF</i>	Y	0	0	0	0	-	0	0
<i>Spills</i>	Y	0	0	-	-	-	0	0
<i>Other</i>	Y	0	0	5	-	-	1	6
- Totals --		0	0	14	7	5	3	29

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 Shelton, CT 06484
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 www.edrnet.com

Search Summary Report

TARGET SITE: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
NPL	NPL	01/30/2020	1.000	0	0	0	0	0	0	0
	Proposed NPL	01/30/2020	1.000	0	0	0	0	0	0	0
	NPL LIENS	10/15/1991	TP	0	-	-	-	-	0	0
NPL Delisted	Delisted NPL	01/30/2020	0.500	0	0	0	0	-	0	0
CERCLIS	FEDERAL FACILITY	04/03/2019	0.500	0	0	0	0	-	0	0
	SEMS	01/30/2020	0.500	0	0	0	0	-	0	0
NFRAP	SEMS-ARCHIVE	01/30/2020	0.500	0	0	0	0	-	0	0
RCRA COR ACT	CORRACTS	12/16/2019	1.000	0	0	0	0	0	0	0
RCRA TSD	RCRA-TSDF	12/16/2019	0.500	0	0	0	0	-	0	0
RCRA GEN	RCRA-LQG	12/16/2019	0.250	0	0	0	-	-	0	0
	RCRA-SQG	12/16/2019	0.250	0	0	0	-	-	0	0
	RCRA-VSQG	12/16/2019	0.250	0	0	0	-	-	0	0
Federal IC / EC	LUCIS	11/04/2019	0.125	0	0	-	-	-	0	0
	US ENG CONTROLS	11/22/2019	0.125	0	0	-	-	-	0	0
	US INST CONTROL	11/22/2019	0.125	0	0	-	-	-	0	0
ERNS	ERNS	12/16/2019	0.125	0	0	-	-	-	0	0
State/Tribal CERCLIS	SHWS	10/01/2019	1.000	0	0	0	0	5	1	6
State/Tribal SWL	SWF/LF	09/06/2019	0.750	0	0	0	0	0	0	0
State/Tribal LTANKS	LUST	10/23/2019	0.500	0	0	4	5	-	1	10
	INDIAN LUST	10/01/2019	0.500	0	0	0	0	-	0	0
State/Tribal Tanks	FEMA UST	08/27/2019	0.250	0	0	0	-	-	0	0
	UST	11/09/2019	0.250	0	0	5	-	-	0	5
	AST	03/25/2004	1.000	0	0	0	0	0	0	0
	INDIAN UST	10/01/2019	0.250	0	0	0	-	-	0	0
State/Tribal IC / EC	RCR	09/09/2019	0.500	0	0	0	2	-	0	2
	AUL	12/09/2019	0.125	0	0	-	-	-	0	0
State/Tribal VCP	INDIAN VCP	07/27/2015	0.500	0	0	0	0	-	0	0

Search Summary Report

TARGET SITE: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
	VCP	10/01/2019	0.500	0	0	0	0	-	0	0
ST/Tribal Brownfields	BROWNFIELDS	10/01/2019	0.500	0	0	0	0	-	0	0
US Brownfields	US BROWNFIELDS	12/02/2019	0.500	0	0	0	0	-	0	0
Other SWF	INDIAN ODI	12/31/1998	0.500	0	0	0	0	-	0	0
	ODI	06/30/1985	0.500	0	0	0	0	-	0	0
Spills	SPILLS	11/27/2019	0.125	0	0	-	-	-	0	0
Other	RCRA NonGen / NLR	12/16/2019	0.250	0	0	5	-	-	0	5
	RADINFO	07/01/2019	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2014	1.000	0	0	0	0	0	0	0
	LEAD SMELTERS	01/30/2020	TP	0	-	-	-	-	0	0
	AIRS	11/25/2019	TP	0	-	-	-	-	0	0
	DRYCLEANERS	01/08/2018	0.250	0	0	0	-	-	1	1
	- Totals --			0	0	14	7	5	3	29

Site Information Report

Request Date: MARCH 12, 2020 **Search Type:** COORD
Request Name: BRANDON VIDRA **Job Number:** TEAM 3

Target Site: 2118-2134 SLIGHS AVE
 COLUMBIA, SC 29204

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	81.018947	81.0189470 - 81° 1' 8.20"	Easting: 498250.7
Latitude:	34.021954	34.0219540 - 34° 1' 19.03"	Northing: 3764395.8
Elevation:	286 ft. above sea level		Zone: Zone 17

Demographics

Sites: 26	Non-Geocoded: 3	Population: N/A		
RADON				
Federal EPA Radon Zone for RICHLAND County: 3				
Note: Zone 1 indoor average level > 4 pCi/L				
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L				
: Zone 3 indoor average level < 2 pCi/L				
Federal Area Radon Information for Zip Code: 29204				
Number of sites tested: 5				
<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area - 1st Floor	0.640 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	0.067 pCi/L	100%	0%	0%
Federal Area Radon Information for RICHLAND COUNTY, SC				
Number of sites tested: 83				
<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area - 1st Floor	0.610 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	1.345 pCi/L	89%	11%	0%

Site Information Report

RADON					
State Database: SC Radon					
Radon Test Results					
<u>Zipcode</u>	<u>Average</u>	<u>Num Tests</u>	<u>Minimum</u>	<u>Maximum</u>	<u>% > 4 pCi/L</u>
29204	1.3	48	0.3	8.3	4.2

Target Site Summary Report

Target Property: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

JOB: TEAM 3

TOTAL: 29 GEOCODED: 26 NON GEOCODED: 3

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

Sites Summary Report

Target Property: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

JOB: TEAM 3

TOTAL: 29 GEOCODED: 26 NON GEOCODED: 3

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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1	UST --14328	BAXLEY GROCERY	2101 BARHAMVILLE ST COLUMBIA, SC	0.22 South	- 19	1
1	LUST --07/09/1992 --14328 --PETRO	BAXLEY GROCERY	2101 BARHAMVILLE ST COLUMBIA, SC	0.22 South	- 19	3
A2	RCRA NonGen / NLR RICHARDSON CLEANERS --SCD174329755		2201 TWO NOTCH RD COLUMBIA, SC 29204	0.23 East	+ 11	4
A3	RCRA NonGen / NLR ALLBEN CLEANERS --SCR000073486		2201 TWO NOTCH RD COLUMBIA, SC 29204	0.23 East	+ 11	6
A4	RCRA NonGen / NLR LEONARD GOFF SR PAINTING --SCR000775379		2203 TWO NOTCH RD COLUMBIA, SC 29204	0.23 East	+ 13	8
B5	UST --19769	CHEAPWAY 14	2053 TWO NOTCH RD COLUMBIA, SC	0.23 ESE	- 7	10
A6	RCRA NonGen / NLR ACTA FAX BUS MACHINES --SCD036104990		2205 TWO NOTCH ROAD COLUMBIA, SC 29204	0.24 East	+ 17	11
C7	RCRA NonGen / NLR OUTDOOR EAST --SCD987596608		2001 HARPER ST COLUMBIA, SC 29204	0.24 SE	- 24	13
C8	UST --12579	COLUMBIA OUTDOOR ADV INC	2001 HARPER ST COLUMBIA, SC	0.24 SE	- 24	16
C8	LUST --08/28/1995 --12579 --PETRO	COLUMBIA OUTDOOR ADV INC	2001 HARPER ST COLUMBIA, SC	0.24 SE	- 24	17
B9	UST --19159	BENEDICT COLLEGE PROPERTY	2046 TWO NOTCH RD COLUMBIA, SC	0.25 ESE	- 7	18

Sites Summary Report

Target Property: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

JOB: TEAM 3

TOTAL: 29 GEOCODED: 26 NON GEOCODED: 3

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
B9	LUST --08/07/2006 --19159	BENEDICT COLLEGE PROPERTY	2046 TWO NOTCH RD COLUMBIA, SC	0.25 ESE	- 7	19
B10	UST --18738	FORMER PEPSI COLA BOTTLING CO	TWO NOTCH & ELMWOOD COLUMBIA, SC	0.25 ESE	- 9	20
B10	LUST --07/02/2002 --18738 --PETROL	FORMER PEPSI COLA BOTTLING CO	TWO NOTCH & ELMWOOD COLUMBIA, SC	0.25 ESE	- 9	22
11	LUST --10/25/1995 --16650 --PETRO	DOWDY GARNER NH	2200 HARDEN ST COLUMBIA, SC	0.37 WSW	- 37	27
12	LUST --06/15/1989 --09734 --PETRO	U HAUL CENTER TWO NOTCH	2339 TWO NOTCH RD COLUMBIA, SC	0.40 ENE	+ 39	28
13	RCR	SC DEPT OF MENTAL HEALTH	PRESTON BUILDING COLUMBIA, SC 29201	0.42 WSW	- 39	29
D14	RCR	P&K ENTERPRISES INC	2013 HARDEN ST COLUMBIA, SC 29204	0.44 SW	- 44	30
D15	LUST --08/15/2012 --07924 --PETROL	P&K ENTERPRISES INC	2013 HARDEN ST COLUMBIA, SC	0.44 SW	- 44	31
16	LUST --01/21/2005 --16681 --PETRO	SCOTT SERVICE STATION	2000 HARDEN ST COLUMBIA, SC	0.44 SSW	- 41	32
D17	LUST --05/19/2000 --07322 --PETRO	COLUMBIA HOUSING AUTHORITY	1917 HARDEN ST COLUMBIA, SC	0.47 SW	- 42	33

Sites Summary Report

Target Property: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

JOB: TEAM 3

TOTAL: 29 GEOCODED: 26 NON GEOCODED: 3

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
18	SHWS --SCS123456983	PROVIDENCE ST PROPERTY/PROVIDE	1702 PROVIDENCE ST COLUMBIA, SC 29204	0.64 SE	+ 25	34
19	SHWS --SCS123457892	POPE-DAVIS TIRE COMPANY	2368 TAYLOR ST COLUMBIA, SC 29204	0.65 SSE	+ 3	35
20	SHWS --SCDRY0056541	RICHARD'S CARRIAGE CLEANERS	2601 TWO NOTCH RD. COLUMBIA, SC 29204	0.75 NE	+ 62	36
21	SHWS --SCDRY0056110	ED ROBINSON LAUNDRY & DRY CLEA	2551 FOREST DR COLUMBIA, SC 29204	0.77 SE	+ 22	37
22	SHWS --SCS123457147	SC DEPARTMENT OF MENTAL HEALTH	2100 BULL ST COLUMBIA, SC 29201	0.92 WSW	+ 4	38

Sites Summary Report

Target Property: 2118-2134 SLIGHS AVE
COLUMBIA, SC 29204

JOB: TEAM 3

TOTAL: 29 GEOCODED: 26 NON GEOCODED: 3

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
	SHWS --SCD981028699	COLUMBIA LANDFILL	SC-768 1/4 MILE FROM INT COLUMBIA, SC 29201	NON GC	N/A	N/A
	DRYCLEANERS --51772	FMR BURNETTES CLEANERS	COLUMBIA MALL TWO NOTCH COLUMBIA, SC	NON GC	N/A	N/A
	LUST --07/19/2004 --17185 --PETRO	SC DEPT OF MENTAL HEALTH	PRESTON BUILDING COLUMBIA, SC	NON GC	N/A	N/A

Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites. NPL LIENS - Federal Superfund Liens.

NPL Delisted: Delisted NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Delisted NPL - National Priority List Deletions

CERCLIS: FEDERAL FACILITY A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities. FEDERAL FACILITY - Federal Facility Site Information listing SEMS - Superfund Enterprise Management System.

NFRAP: SEMS-ARCHIVE SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site. SEMS-ARCHIVE - Superfund Enterprise Management System Archive

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-VSQG - RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators).

Federal IC / EC: LUCIS LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties. LUCIS - Land Use Control Information System US ENG CONTROLS - Engineering Controls Sites List. US INST CONTROL - Sites with Institutional Controls.

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

Database Descriptions

State/Tribal CERCLIS: SHWS State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - Site Assessment Section Project List

State/Tribal SWL: SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Permitted Landfills List

State/Tribal LTANKS: LUST Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. LUST - Leaking Underground Storage Tank List INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: FEMA UST A listing of all FEMA owned underground storage tanks. FEMA UST - Underground Storage Tank Listing UST - Comprehensive Underground Storage Tanks. AST - Aboveground Storage Tank List. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land.

State/Tribal IC / EC: RCR The Bureau of Land and Waste Management established this Registry to help monitor and maintain sites that have conditional remedies. A Conditional Remedy is an environmental remedy that includes certain qualifications. These qualifications are divided into two major categories: Remedies requiring Land Use Controls and Conditional No Further Actions. RCR - Registry of Conditional Remedies AUL - Land Use Controls.

State/Tribal VCP: INDIAN VCP R1 VCP - Voluntary Cleanup Sites. INDIAN VCP R7 - Voluntary Cleanup Priority Listing. Sites participating in the Voluntary Cleanup Program. Once staff and a non-responsible party have agreed upon an approved scope of work for a site investigation and/or remediation, the party enters into a voluntary cleanup contract. Staff oversees the cleanup efforts to ensure that activities are performed to our satisfaction. Upon completion of the negotiated work in the voluntary cleanup contract, the non-responsible party receives State Superfund liability protection. INDIAN VCP R7 - Voluntary Cleanup Sites

ST/Tribal Brownfields: BROWNFIELDS The Brownfields component of the Voluntary Cleanup Program allows a non-responsible party to acquire a contaminated property with State Superfund liability protection for existing contamination by agreeing to perform an environmental assessment and/or remediation. BROWNFIELDS - Brownfields Sites Listing

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Database Descriptions

Other SWF: INDIAN ODI Location of open dumps on Indian land. INDIAN ODI - Report on the Status of Open Dumps on Indian Lands ODI - Open Dump Inventory.

Spills: SPILLS Spills and releases of petroleum and hazardous chemicals reported to the Oil & Chemical Emergency Response division. SPILLS - Spill List

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators / No Longer Regulated FEDLAND - Federal and Indian Lands. PRP - Potentially Responsible Parties. RADINFO - Radiation Information Database. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. LEAD SMELTER 1 - Lead Smelter Sites. LEAD SMELTER 2 - Lead Smelter Sites. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. AIRS - Permitted Airs Facility Listing. DRYCLEANERS - Drycleaner Database. MINES MRDS - Mineral Resources Data System.

Database Sources

NPL: EPA
Updated Quarterly

NPL Delisted: EPA
Updated Quarterly

CERCLIS: Environmental Protection Agency
Varies

NFRAP: EPA
Updated Quarterly

RCRA COR ACT: EPA
Updated Quarterly

RCRA TSD: Environmental Protection Agency
Updated Quarterly

RCRA GEN: Environmental Protection Agency
Updated Quarterly

Federal IC / EC: Department of the Navy
Varies

ERNS: National Response Center, United States Coast Guard
Updated Quarterly

State/Tribal CERCLIS: Department of Health and Environmental Control
Updated Semi-Annually

State/Tribal SWL: Department of Health and Environmental Control
Updated Semi-Annually

State/Tribal LTANKS: Department of Health and Environmental Control
Updated Quarterly

State/Tribal Tanks: FEMA
Varies

Database Sources

State/Tribal IC / EC: Department of Health & Environmental Control
Varies

State/Tribal VCP: EPA, Region 1
Varies

ST/Tribal Brownfields: Department of Health & Environmental Control
Varies

US Brownfields: Environmental Protection Agency
Updated Semi-Annually

Other SWF: Environmental Protection Agency
Varies

Spills: Department of Health and Environmental Control
Updated Semi-Annually

Other: Environmental Protection Agency
Updated Quarterly

Street Name Report for Streets near the Target Property

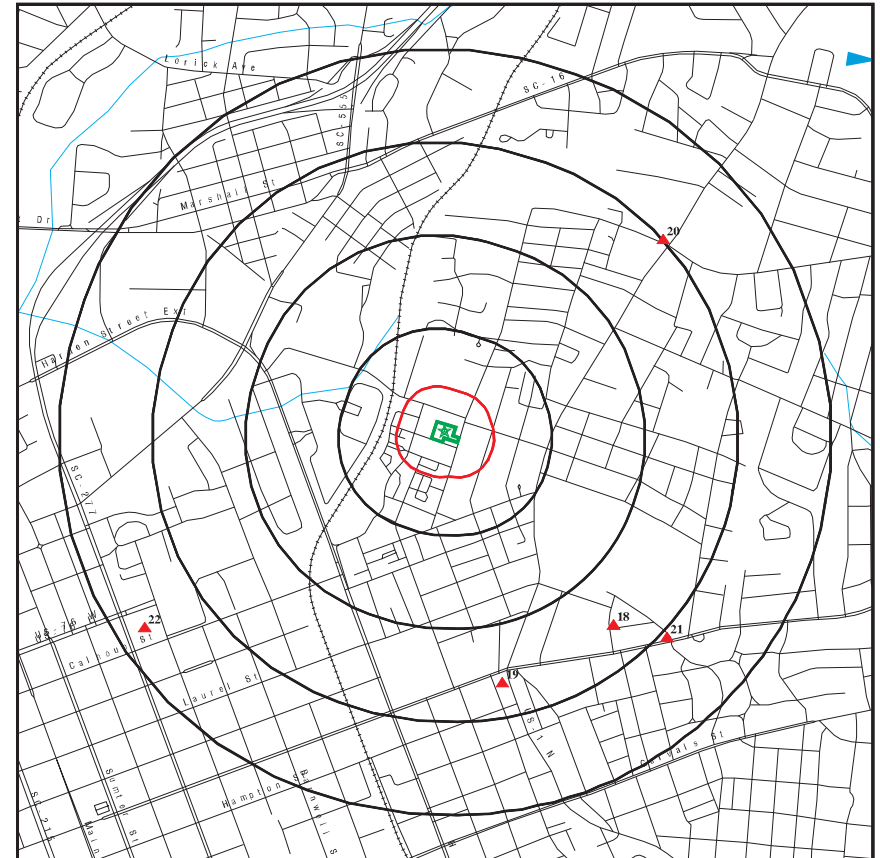


Target Property: 2118-2134 SLIGHS AVE
 COLUMBIA, SC 29204

JOB: TEAM 3

2118-2134 SLIGHS AVE COLUMBIA, SC 29204

Street Name	Dist/Dir	Street Name	Dist/Dir
Barhamville Rd	0.04 ESE		
Blue Jay Rd	0.18 WNW		
Bolden Cir	0.13 SSW		
Candwenn Ct	0.25 NNE		
Cardinal Dr	0.23 WNW		
Chestnut St	0.06 NNE		
Dart St	0.14 NW		
Dove Ter	0.20 WNW		
Elmira St	0.15 SSW		
Elmwood Ave	0.23 SSE		
Georgia Elam Ln	0.08 WNW		
Gordon St	0.20 NNE		
Harper St	0.20 ESE		
Ithica St	0.08 SSW		
Johnson Ct	0.20 NE		
Kenny Ct	0.22 ENE		
Marbrent Ct	0.24 SE		
Matthews St	0.22 SSW		
Oak St	0.09 SW		
Slighs Ave	0.03 SSW		
Walker Solomon Way	0.08 WNW		
Waverly St	0.12 ESE		
Willis St	0.24 SSE		



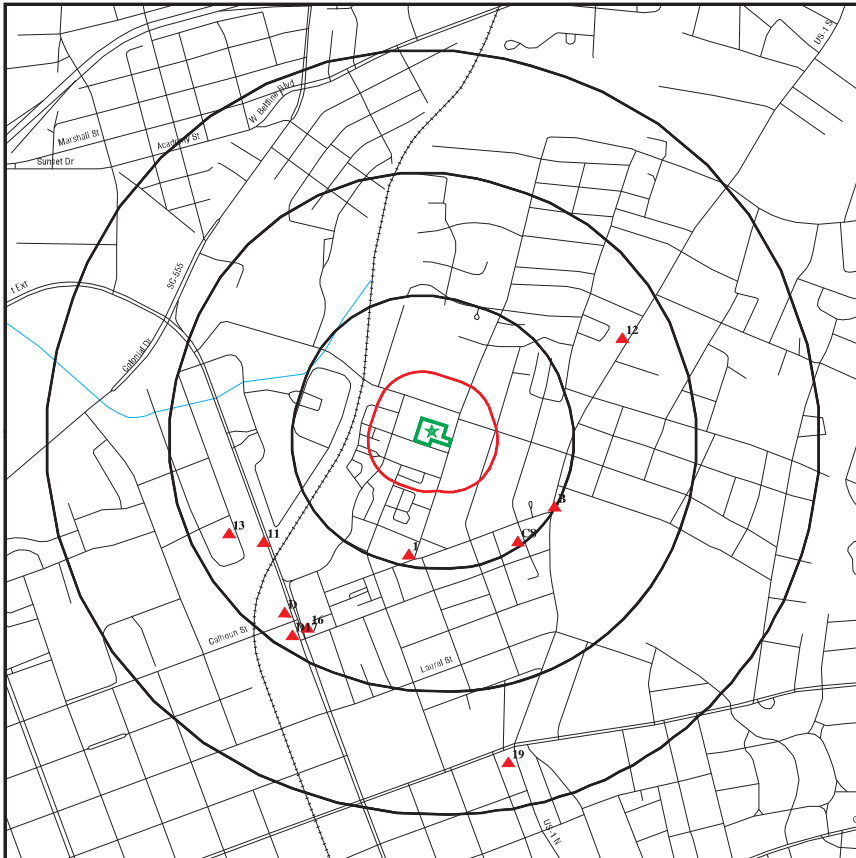
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 34.021954 Longitude: 81.018947)
- ▲ Identified Sites
- National Priority List Sites
- Indian Reservations BIA

Environmental FirstSearch
 0.750 Mile Radius
 ASTM MAP: CERCLIS, RCRATSD, LUST, SWL



2118-2134 SLIGHS AVE COLUMBIA, SC 29204



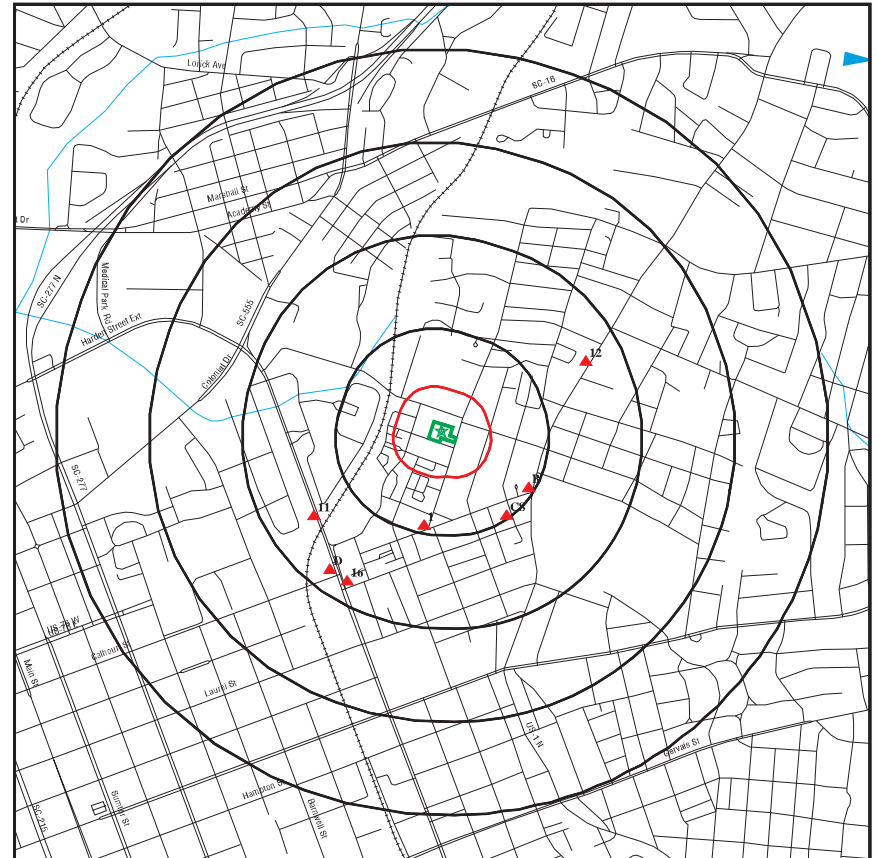
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 34.021954 Longitude: 81.018947)
- ▲ Identified Sites
- National Priority List Sites
- Indian Reservations BIA

Environmental FirstSearch
 1.000 Mile Radius
 ASTM MAP: RCRAGEN, ERNS, UST, FED IC/EC, METH LABS



2118-2134 SLIGHS AVE COLUMBIA, SC 29204



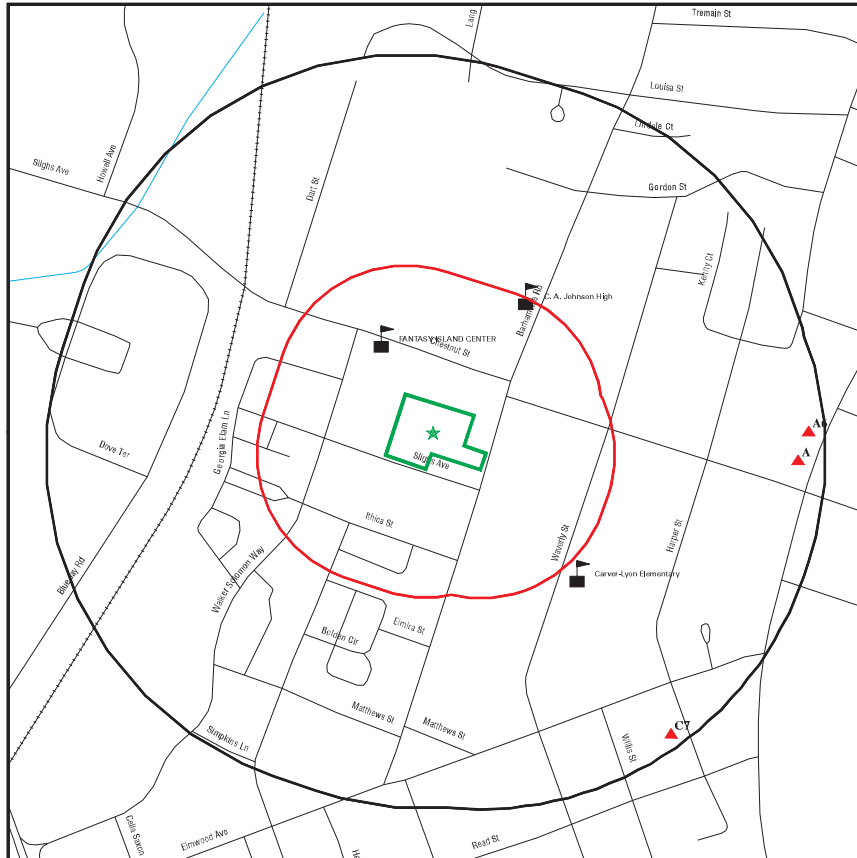
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 34.021954 Longitude: 81.018947)
- ▲ Identified Sites
- National Priority List Sites
- Indian Reservations BIA

Environmental FirstSearch
0.25 Mile Radius
Non ASTM Map, Spills, FINDS



2118-2134 SLIGHS AVE COLUMBIA, SC 29204



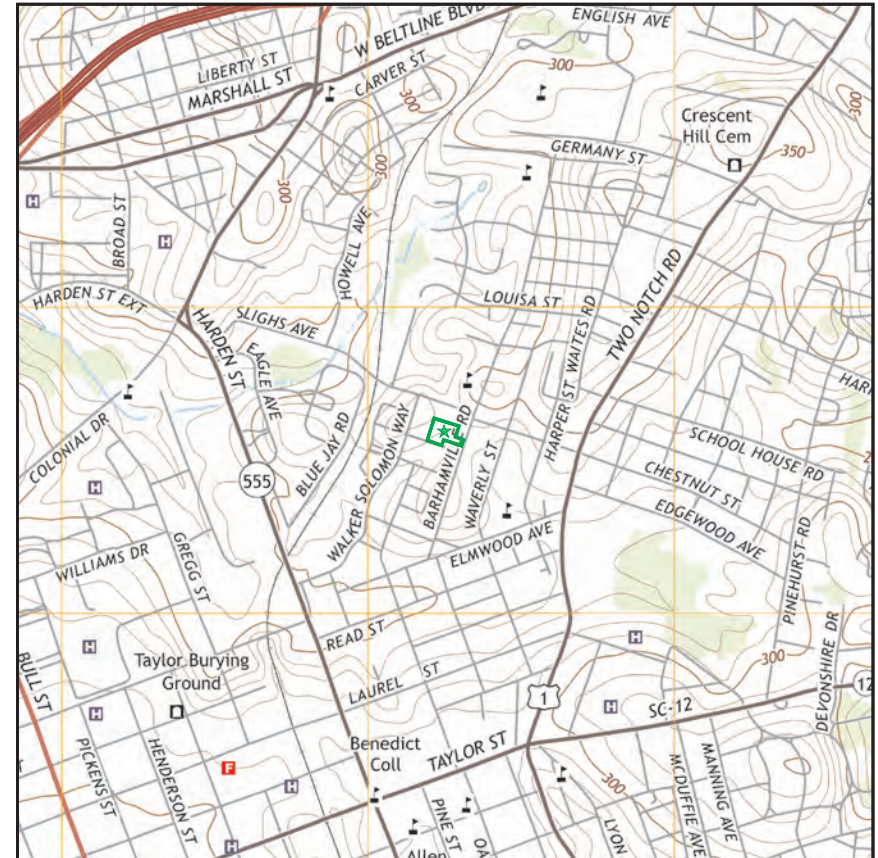
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 34.021954 Longitude: 81.018947)
- ▲ Identified Sites
- Ⓜ Sensitive Receptors
- 🚧 National Priority List Sites
- 🏠 Indian Reservations BIA

Site location Map
Topo: 0.75 Mile Radius



2118-2134 SLIGHS AVE COLUMBIA, SC 29204



Map Image Position: TP
Map Reference Code & Name: 6068324 Columbia North
Map State(s): SC
Version Date: 2014




USER QUESTIONNAIRE

SUBJECT PROPERTY NAME:	Columbia Apartments		
SUBJECT PROPERTY ADDRESS:	Slighs and Barhamville		
QUESTION	YES	NO	UNK
1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Did a search of recorded land title records (or judicial records where appropriate) identify any Activity and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are you aware of any pending, threatened, or past litigation and/or administrative proceedings relevant to hazardous substances or petroleum products, in, on or from the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Do you know the past uses of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you know specific chemicals that are present or once were present at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Do you know of spills or other chemical releases that have taken place at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Do you know of environmental cleanups that have taken place at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of releases at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Are you aware of fill dirt that has been brought onto the subject property that originated from a contaminated site or that is of an unknown origin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there existing or proposed stationary tanks containing explosive or fire-prone materials of 100 gallons or larger on the site or nearby the site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are there monitoring wells at the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16a. Does the purchase price being paid for this property reasonably reflect the fair market value of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16b. If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Has a title search been performed? If yes, please attach.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. What type of property transaction is being performed? i.e. sale, purchase, transfer, refinance?	Demo		
19. If you are also the current landowner, in what year did you purchase the subject property?	July 2001		
Please return to D3G: fax 804-358-3003 or mail it to 201 Wylderose Drive, Midlothian, VA 23113			
Adam Dalenburg		12 March 2020	
PRINT NAME	SIGNATURE	DATE	
Columbia Housing Authority	3		
TITLE/COMPANY	YEARS WITH PROPERTY		

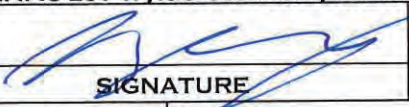


CURRENT LANDOWNER QUESTIONNAIRE

SUBJECT PROPERTY NAME:	Columbia Apartments		
SUBJECT PROPERTY ADDRESS:	Slighs Ave and Barhamville Rd		
QUESTION	YES	NO	UNK
1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?		✓	
2. Did a search of recorded land title records (or judicial records where appropriate) identify any Activity and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?		✓	
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?		✓	
4. Are you aware of any pending, threatened, or past litigation and/or administrative proceedings relevant to hazardous substances or petroleum products, in, on or from the subject property?		✓	
5. Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?		✓	
6. Do you know the past uses of the property?	✓		
7. Do you know specific chemicals that are present or once were present at the property?		✓	
8. Do you know of spills or other chemical releases that have taken place at the property?		✓	
9. Do you know of environmental cleanups that have taken place at the property?		✓	
10. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of releases at the property?		✓	
11. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?		✓	
12. Are you aware of fill dirt that has been brought onto the subject property that originated from a contaminated site or that is of an unknown origin?		✓	
13. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the subject property?		✓	
14. Are there existing or proposed stationary tanks containing explosive or fire-prone materials of 100 gallons or larger on the site or nearby the site?		✓	
15. Are there monitoring wells at the subject property?		✓	
16. Is the subject property served by a private well and or a private septic system?		✓	
17. What year did you purchase the subject property?	July 2001		
Please return to D3G: fax 804-358-3003 or mail it to 201 Wylderose Drive, Midlothian, VA 23113			
Adam Dalenburg			12 March 2020
PRINT NAME	SIGNATURE		DATE
Columbia Housing Authority	3		
TITLE/COMPANY	YEARS WITH PROPERTY		



KEY SITE MANAGER QUESTIONNAIRE

SUBJECT PROPERTY NAME:	Columbia Apartments		
SUBJECT PROPERTY ADDRESS:	Sligh and Barhamville		
QUESTION	YES	NO	UNK
1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Did a search of recorded land title records (or judicial records where appropriate) identify any Activity and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are you aware of any pending, threatened, or past litigation and/or administrative proceedings relevant to hazardous substances or petroleum products, in, on or from the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Do you know the past uses of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you know specific chemicals that are present or once were present at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Do you know of spills or other chemical releases that have taken place at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Do you know of environmental cleanups that have taken place at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of releases at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Are you aware of fill dirt that has been brought onto the subject property that originated from a contaminated site or that is of an unknown origin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there existing or proposed stationary tanks containing explosive or fire-prone materials of 100 gallons or larger on the site or nearby the site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are there monitoring wells at the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the subject property served by a private well and or a private septic system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please return to D3G: fax 804-358-3003 or mail it to 201 Wylderose Drive, Midlothian, Virginia 23113			
Adam Dalenburg		12 March, 2020	
PRINT NAME	SIGNATURE	DATE	
Columbia Housing Authority	3		
TITLE/COMPANY	YEARS WITH PROPERTY		





Fire

Contact: Fire Official

From: Jane Goins

Municipality: City of Columbia, SC

Department: City Clerk

Phone: (803) 545.3045

Fax: E-mail: cityclerk@columbiasc.net

Pages: 2

Date: 02/25/2020

Urgent For Review Please Comment Please Reply Please Recycle

To meet the financing requirements of the loan program, Dominion Due Diligence Group is requesting your assistance on behalf of:

The Housing Authority of the City of Columbia, S.C.
1917 Harden Street
Columbia, SC 29204

This information is required for the HUD re-financing report for the following property:

Columbia Apartments
4000 Plowden Road
Columbia, SC 29205

Please email completed letter to my attention at j.goins@d3g.com

If unable to send via email, please fax to me at 804-588-5758 before mailing a hard copy to my attention.

Thank you for your time,

Jane Goins

Compliance Manager

P: 804-665-2912 F: 804-588-5758 E: j.goins@d3g.com

**COMPLIANCE REQUEST:
Fire and Code Enforcement Verifications**

Date: 02/25/2020

Completed By: Name & Title: _____
Department: _____
Direct Contact Info: _____

Re: Property: Columbia Apartments
Address: 4000 Plowden Road
City, State & Zip: Columbia, SC 29205

Requestor: _____
The Housing Authority of the City of Columbia, S.C.
1917 Harden Street
Columbia, SC 29204

Dominion Due Diligence Group is requesting your assistance on behalf of the above referenced requestor. Please confirm whether the above noted subject property has any known outstanding fire code violations.

1. To the best of our knowledge, the property is free of any applicable code violations.

Yes No Reason: _____

2. Last Inspection Date: _____

If available, attach the inspection report. Please list the frequency in which inspections are required. If no inspections are required, please list municipality's policy:

3. Are any permits available for former or current underground storage tanks?

Yes If yes, please attach all related information.
 No If no, can you provide a department to contact for additional information.

4. Has the fire department responded to any hazmat spills at the property?

Yes If yes, please attach all related information.
 No If no, can you provide a department to contact for additional information.

5. Are there any current or recent (within the past year) permits issued for thermal/explosive hazards (aboveground storage tanks >100 gallons) located within a one (1) mile radius of the subject property?

Yes If yes, please attach a copy of all available information. No

Fire Official Signature

Date





April 3, 2020

Dominion Due Diligence Group (D3G)
201 Wylderose Drive
Midlothian, VA 23113

Attention: Ben Carson
U.S. Department of Housing & Urban Development
451 7th Street S.W.
Washington, DC 20410

Applicant: The Housing Authority of the City of Columbia, S.C.
1917 Harden Street
Columbia, SC 29204

Re: Columbia Apartments, 2131 Slighs Road, Columbia, SC 29205

I was advised by Julia Derrick, Administrative Specialist with Environmental Health in Richland County. She advised me there are no environmental-related permits, information associated with the property, any septic tanks or wells, or any permits for above/underground storage tanks and/or HAZMAT for 2131 Slighs Road, Columbia, SC 29205. There is no further research that can be done and any additional information is not reasonably ascertainable. She may be reached at (803) 896-0620 if there are any further questions.

Jane Goins
Compliance Manager
Dominion Due Diligence Group (D3G)
P: (804) 665-2912
F: (804) 588-5758
E: j.goins@d3g.com



To: Richland County Environmental Health Department
Attn: Administration/Environmental Health Division
Date: February 26, 2020
Re: Project: Columbia Apartments
Address: 4000 Plowden Road, Columbia, SC 29205
PIN: R09015-05-01

As part of the real estate screening that we are performing at the above-listed property, I am requesting assistance to locate any environmental-related permits and information associated with the property.

Please answer the following questions:

Is any information for former or current wells or septic tanks available for the property?

- Yes If yes, please attach all related information
 No

Are there any known Regional Health issues associated with this property?

- Yes If yes, please attach all related information
 No

Comments:

Signature

Printed Name, Title

Thank you for your time and effort in completing the above request for information. If any more information is needed from our company regarding the screening that we are performing on the above property, please contact me at **(804) 665-2912**. I will follow up directly due to the timeliness of need for this information. Please fax this form and any additional information to me at **(804) 588-5758**.

Thanks for your time,

Jane Goins
Compliance Manager
j.goins@d3g.com





There are no special contractual conditions between the User and Environmental Professional:

D3G has no financial interest or family relationship with the officers, directors, stockholders or partners of the Borrower, the general contractor, any subcontractors, the buyer or seller of the proposed property or engage in any business that might present a conflict of interest.

D3G is employed under contract for this specific assignment and has no other side deals, agreements, or financial considerations with the Lender or others in connection with this transaction.



SHAWN HUGHES, BPI MFBA

DEMOLITION-DISPOSITION SPECIALIST



EDUCATION

Spotsylvania Technical Education Center
ECPI of Richmond – Computer Electronics
Germanna Community College – Business and Economics
Virginia Army National Guard

CERTIFICATIONS/REGISTRATIONS/TRAINING

Building Performance Institute (BPI) Certified Multifamily Building Analyst Professional
HUD Multi-Family Accelerated Processing (MAP) Training (Cleveland, OH)
Master Electrician License (VA License # 2710016117)
Environmental Site Assessment (D3G Internal Training)
Fair Housing Act Accessibility Training (D3G Internal Training)
OSHA 10 and 30-hour Construction Safety
Integrated Pest Management in Multifamily Housing Course - National Healthy Homes Training Center
Basics of Elevator Inspections given by Sanjay Kamani, QEI, KP Property Advisors LLC
VHDA Universal Design Course

SUMMARY OF EXPERIENCE

Mr. Hughes is a Construction Inspector for Dominion Due Diligence Group. He is directly responsible for conducting and preparing Property Condition Reports, Project Capital Needs Assessments, and Phase I Environmental Site Assessments throughout the United States. Mr. Hughes has extensive experience with regards to commercial and residential construction and design issues, as well as state and federal contracts. Mr. Hughes has greater than 25 years experience in the construction and electrical field. Prior to joining Dominion Due Diligence Group, as a Construction Inspector, he was a General Superintendent for Gilbane Building Company. During his former employment he was responsible for design and planning, managing, training, inspecting, ordering materials, organizing and completing multiple projects throughout the State of Virginia. Mr. Hughes has attended specialized building and electrical code classes and has in depth understanding in regards to building construction and electrical concerns. The following sites are examples of multi-family and healthcare facility inspections in which Mr. Hughes has participated:

MULTIFAMILY INTRUSIVE PCNA

- Taunton Gardens - Taunton, MA
- The Villas Apartment Homes - Ypsilanti, MI
- Spring Chase Apartments - Stone Mountain, GA
- Buena Vista Tower - Elgin, IL
- Christopher Court - Bronx, NY
- Riva Apartment Homes - Orlando, FL
- Marble Hall Apartments - Tuckahoe, NY
- Campus Manor - Snyder, NY
- El Jardin Apartments - Hollywood, FL
- El Dorado Apartments - Orlando, FL
- Manchester Knolls Cooperative - North Chicago, IL
- Huntington Tower - Providence, RI
- Rockdale Commons - Northbridge, MA

HUD MAP 223(f)(a7)

- Villa Bella Senior Housing – Clinton Township, MI
- Cranbrook Tower – Ann Arbor, MI
- Bear Arbor Apartments – Burlington, WI
- Stonegate Apartments – Kenosha, WI

SHAWN HUGHES, BPI MFBA

DEMOLITION-DISPOSITION SPECIALIST



- Fieldcrest Apartments – Tuscaloosa, AL
- Perry Payne Apartments – Cleveland, OH
- Castlebury Apartments – Greencastle, IN
- Park Oak Apartments – Cleveland, TN
- Park Crest Apartments – Athens, TN
- Chasewood Downs Apartments – Blacksburg, VA
- Manati Plaza Apartments – Manati, Puerto Rico
- Eastland Village Apartments – Harper Woods, MI
- Cherokee Bend Apartments – Huntsville, AL
- Westlake Apartments – Huntsville, AL
- Woods of Eagle Creek Apartments Phase I – Indianapolis, IN
- 7500 York Cooperative – Edina, MN
- Independence Place Cooperative – Willmar, MN
- Eskaton Lincoln Manor – Placerville, CA
- Eskaton Wilson Manor – West Sacramento, CA
- Esperanza Village Apartments – Bronx, NY

HUD MAP LEAN 232/223(f)

- Douglas Nursing Home – Milan, TN
- Feridean Commons – Westerville, OH
- The Villas at Saint Therese – Columbus, OH
- Walton Manor Healthcare – Walton Hills, OH
- Via Christe Assisted Living Community – Omaha, NE
- Whispering Pines Lodge – Longview, TX
- Windermere Park Senior Community – Warren, MI
- Riverview Health and Rehabilitation Center – Detroit, MI
- Arch Plaza Nursing and Rehab Center – Miami, FL
- Jackson Plaza Nursing and Rehab Center – Miami, FL
- Regency Heights Rehabilitation Center – Norwich, CT
- Shoreland Healthcare and Retirement Center – Whiteville, NC

LIHTC

- Woodside Village Apartments – McKinney, TX
- Tarrant House Apartments – Plainville, CT
- Coweta Apartments – Coweta, OK

FREDDIE MAC

- Taylor Pointe Apartments – Chesapeake, VA

ASTM/AAI COMPLIANT

- Childhood Development Center – Lebanon, IN
- Community Action of Greater Indianapolis – Indianapolis, IN

CONSTRUCTION MONITORING

- Riverway Apartments – Brooklyn, NY
- Kingsport Apartments – Port Chester, NY
- Oakmeade Apartments – Highland Springs, VA

BRANDON VIDRA

ENVIRONMENTAL PROJECT MANAGER



EDUCATION

James Madison University, B.S. Integrated Science and Technology, May 2017

CERTIFICATIONS/REGISTRATIONS/TRAINING

HUD Multi-Family Accelerated Processing MAP) Training (D3G Internal Training)

Principles of Environmental Site Assessments - ASTM E 1527-13

HUD Web-based Instructional System for Environmental Reviews (WISER)

OSHA/AHERA Asbestos Awareness Training

24-Hour Lead-Based Paint Inspector Initial Training Course

24-Hour Asbestos Inspector Initial Training Course

SUMMARY OF EXPERIENCE

Brandon Vidra is an Environmental Project Manager for Dominion Due Diligence Group. Mr. Vidra is directly responsible for coordinating, conducting and preparing Phase I Environmental Site Assessments (HUD, NEPA, tax credit and ASTM E 1527-13) throughout the United States. Additionally, Mr. Vidra is responsible for performance and management of field projects, client contact and comprehensive report writing. The following sites are examples of projects in which Mr. Vidra has participated:

HUD MAP 221(d)(4) NC

- Proposed Piney Creek Apartments – Athens, AL
- Proposed Taylorsville Road Apartments – Louisville, KY
- Proposed Exchange at 1105 – LaGrange, GA
- Proposed Sage Tallahassee – Tallahassee, FL
- Proposed Duhon Road – Lafayette, LA
- Proposed FUTURA @ Nona Cove – Orlando FL
- Proposed Icon Apartment Homes at Hardin Valley – Knoxville, TN
- Proposed Lorick Place – Columbia, SC

HUD MAP 221(d)(4) SR

- Proposed Cedar Gardens – North Little Rock, AR
- Murraygate Village Apartments – Alexandria, VA

HUD MAP 223(f)

- Paradise Isles – Miami, FL
- Cutler Gardens – Miami, FL
- Southwinds Apartments – Moore, OK
- Normandy Green Apartments and Townhomes – Florence, KY
- Thomas Taylor Towers – Westland, MI
- Stratford West – Wichita, KS
- 555 Residential – Birmingham, MI
- Desert Wind and Silver Creek Apartments – Jacksonville, FL

HUD MAP 223f/241(d)(4) NC

- Walton on the Chattahoochee – Atlanta, GA
- East of Market Apartments – Frederick, MD

HUD RAD

- Lincolnwood (aka 28 Single Family Homes) – Springfield, IL
- Proposed Holt District Homes – North Little Rock, AR

ASTM/AAI COMPLIANT

- Proposed Boulder Lake Apartments – Richmond, VA
- Imani Mews Apartments – Richmond, VA
- Park View at Taylor – Baltimore, Maryland

TAX CREDITS

- Landings at Weyers Cave – Weyers Cave, VA (VHDA)
- Treesdale Apartments - Charlottesville, VA (VHDA)
- Cypress Manor Apartments (VHDA)
- Stratford East Apartments (OHFA)
- Lancaster Club Apartments (OHFA)
- Delta Pointe Apartments (ADFA)

JOHN EXLEY, EP

ENVIRONMENTAL TEAM MANAGER



EDUCATION

Virginia Commonwealth University – B.S. in Urban Planning and Geography (Minor, Environmental Science)

CERTIFICATIONS/REGISTRATIONS/TRAINING

ASTM Phase I and II Environmental Site Assessments for Commercial Real Estate

Screening for Potential Vapor Intrusion Problems under the ASTM E 2600 Standard – Presented by Anthony J

Buonicore, P.E., BCEE, QEP

HUD Multi-Family Accelerated Processing (MAP) Training

WISER Modules Completion

Virginia Asbestos Inspector License #3303 003628

RMD LPA-1 Lead Paint Inspection System

Virginia Lead Inspector License #3355 000727

DOT Hazmat Training in accordance with 49 CFR Part 172, Subpart H

SUMMARY OF EXPERIENCE

John Exley is an Environmental Team Manager for Dominion Due Diligence Group (D3G). Mr. Exley is directly responsible for coordinating, conducting, preparing, and reviewing Phase I Environmental Site Assessments (ASTM, HUD, and State Housing Tax Credit Programs) and HUD Environmental Reviews throughout the United States. Additionally, Mr. Exley is responsible for performance and management of field projects, client contact and comprehensive report writing. He has also worked as a professional environmental scientist/environmental consultant which included fieldwork and report writing involving wetland delineation, hydric soil identification/classification, wetland mitigation monitoring, monitoring well installation and monitoring, environmental site assessments, delineation submittals, and DEQ permit applications. He has also been employed as a well driller with experience in the drilling of multiple deep hole wells. Mr. Exley qualifies as an Environmental Professional as defined under ASTM E 1527-13 Section 4.3 and Appendix X2 with over nine (9) years of experience performing investigations of surface and subsurface environmental conditions. The following sites are examples of projects in which he has participated:

HUD MAP 223(f)

- Horizon Square Apartments – Cleveland, TN
- Pendleton Place Apartments – Memphis, TN
- Stone Oak Townhome Community – Harlingen, TX
- Carmel City Center I – Carmel, IN
- Westwood Village Apartments – Shreveport, LA

HUD MAP 221 (d)(4) NC

- Proposed Osprey Point Apartments – Bluffton, SC
- Proposed The Point on Fall Creek – Indianapolis, IN
- Proposed Mount Pleasant Apartments – Zachary, LA
- Proposed Ingleside Plantation Phase II – North Charleston, SC
- Proposed Bailes Ridge Apartments – Fort Mill, SC

HUD LEAN 232/223(f)

- Madison Health Care – Madison, OH
- The Bridges at Bent Creek – Mechanicsburg, PA
- Tendercare of Ludington – Ludington, MI
- Heritage Pointe – Cookeville, TN

JOHN EXLEY, EP

ENVIRONMENTAL TEAM MANAGER



HUD LEAN 232

- Discovery Nursing – Vancouver, WA
- Molalla SNF – Molalla, OR
- Harbor Care – Portland, OR

HUD LEAN 232 NC

- Proposed Sunnyside Manor – Manasquan, NJ
- Autumn Leaves of Oswego – Oswego, IL
- Proposed South Hill at Orland Hills – Orland Hills, IL

HUD LEAN 232 SR

- Hillcrest Assisted Living Facility – West Palm Beach, FL
- Hannah Duston Healthcare Center – Haverhill, MA

HUD MAP 220 NC

- The Villages at Odenton Station – Odenton, MD
- Proposed Summerhouse Apartments – Virginia Beach, VA

HUD MAP 202/223(f)

- Harrah Senior Apartments – Harrah, OK
- Hobart Jackson Estates – Reidsville, NC
- Luther Meadows – Tipton, PA

HUD MAP 221 (d)(4) SR

- Mayslake Manor – Oak Brook, IL
- Crescent Landing Apartments – Greenville, SC
- C. Bruce Rose & E.B. Jordan – Wilson, NC

ASTM/AAI COMPLIANT

- 1400 Spring Garden – Philadelphia, PA
- Proposed Reynolds Plant 64 – Winston-Salem, NC
- Glenwood Square Shopping Center – Chesapeake, VA
- Jiffy Lube – Forest, VA
- Pitt Plastics – Morrow, GA
- LoneStar Plastics – Prattville, AL

OTHER

- Twin Canal Village – Virginia Beach, VA (TCAP NEPA)
- Proposed Rich Creek ALF – Rich Creek, VA (HOME)
- Holland Homes – Winston-Salem, NC (HUD MAP 221 (d)(3) SR)
- Proposed Sonata Senior Living – Melbourne, FL (HUD MAP 232 NC)
- Mayslake Center – Oak Brook, IL (HUD MAP 202/231 SR)
- Casa Grande Regional Medical Center – Casa Grande, AZ (HUD LEAN 242 NC)
- Oakmeade Apartments – Highland Springs, VA (Freddie Mac)
- Hillside Apartments – Pearisburg, VA (VHDA/USDA)
- Clayton's Mark – Grand Prairie, TX (Fannie Mae)
- Clary Crossing Senior Villas – Greenwood, IN (Fannie Mae)
- Arbor Place Apartment Homes – Jacksonville, FL (Standard & Poor)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 4200 Innslake Drive, Suite 303 Glen Allen VA 23060	CONTACT NAME: Marion Caldwell PHONE (A/C, No, Ext): 804-237-5921 E-MAIL ADDRESS: mcaldwell@rcmd.com		FAX (A/C, No): 804-237-5901
	INSURER(S) AFFORDING COVERAGE		
INSURED Dominion Environmental Group, Inc dba Dominion Due 201 Wylderose Drive Midlothian VA 23113	INSURER A : Nautilus Insurance Company		NAIC # 17370
	INSURER B : American Casualty Company of Reading, PA		20427
	INSURER C : The Cincinnati Insurance Company		10677
	INSURER D : Continental Casualty Company		20443
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 552352627

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECPO152054119	9/1/2019	9/1/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA5099549028	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EXS0503127	9/1/2019	9/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC599549045	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab Contractors Poll Liab			ECPO152054119	9/1/2019	9/1/2020	Each Claim \$5,000,000 Each Pollution Condit \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Dominion Environmental Group Inc
 201 Wylderose Drive
 Midlothian VA 23113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Rhonda Mapp, Special Projects Coordinator
rmapp@columbiahousing.org

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract 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 its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination 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/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. 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 regular 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 in 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 for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, 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 therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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 or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) 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.
- (4) 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.

- (b) Withholding of funds. 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 Federally-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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her 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 OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the 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 stated in this paragraph, 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 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. 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the 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 in 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 in 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 in the wage determination for the classification of 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 in 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.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual 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 provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 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 provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (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 Federal contract with the same prime Contractor, 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 provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

NON-COLLUSIVE AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY

OF RICHLAND

_____, being first duly sworn, deposes and says:

THAT HE/SHE IS _____ (*a partner or officer of the firm of, etc.*) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual:

PARTNER, if the Bidder is a partnership:

OFFICER, if the Bidder is a corporation:

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

(Notary Public)

My Commission expires: _____

PIGGYBACK CLAUSE FORM

Piggybacking is when an existing contract is used by another governmental agency to acquire the same commodities or services at the same or lower price from another public entity contract.

Columbia Housing shall permit Piggybacking on all contracts resulting from a formal solicitation including a Competitive Bid; a Request for Proposals and/or a Request for Qualifications under the following provisions.

For the term of the contract period resulting from this solicitation and any mutually agreed upon extensions pursuant to this request for goods and/or services, at the option of the vendor, other Public Housing Authorities, any public corporation or agency, including any town, city, county, or state agency, may purchase or contract for the same goods and/or services identified upon the same terms and conditions or such terms and conditions as may be negotiated with the vendor pursuant to the applicable joint, permissive and interstate cooperative procurement statutes of the location in which such public corporation or agency is located.

Acceptance or rejection of this clause will not affect the outcome of this solicitation.

_____ *(Initial)* Vendor hereby grants the Piggyback option for this solicitation.

_____ *(Initial)* Vendor does not grant the Piggyback option for this solicitation.

Vendor: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____

SECTION 3 PLAN

SECTION 3 REQUIREMENTS

General - Section 3 is a provision of the Housing and Urban Development 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 regulations, 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.

Section 3 Worker - A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

Section 3 Targeted Worker - A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing;
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - c. A YouthBuild participant.

Section 3 Business Concern - A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

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

Applicable Income Limits – Section 3 eligible workers are low- and very low-income persons. Income limits are established at 80 percent (low) and 50 percent (very-low) of the area median individual income. Income limits are published annually by HUD. An eligible Section 3 worker must meet the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

YouthBuild - YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

Section 3 Benchmarks – The HUD required benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year. The 5 percent is included as part of the 25 percent threshold.

Threshold Amount - Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs; Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

Activities to Meet Benchmarks - If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in the Workforce Innovation and Opportunity Act

Materials Contracts - Section 3 does not apply to material only contracts or those that do not require any labor.

Project Based Voucher Contracts - Section 8 project-based voucher housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

Professional Services Contracts - Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation).

Section 3 Worker Capacity - Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

Temporary Versus Long Term Employment – PHA's, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project. Long term employment opportunities are encouraged but not required under Section 3.

Best efforts/Greatest Extent Feasible – Contractors/subcontractors are expected to use their best efforts to the greatest extent feasible to comply with all requirements set forth under Section 3 regulations and Columbia Housing's Section 3 Plan and Procedures. These terms are statutory and HUD uses both terms to track compliance. These terms are integral to the statutory intent and provide flexibility, rather than administrative burden. HUD does define the difference between these two terms but rather places emphasis on outcomes as a result of these efforts. Contractors/subcontractors reported results will be compared to the outcome metrics of the benchmark requirements.

SECTION 3 PROCEDURES

Qualified Applicants - Through its Resident Services Programs, Columbia Housing will work with Service Partners that offer job readiness programs and training in day-to-day employment skills and apprenticeship programs to establish a pool of qualified applicants for referral to contractors procured by Columbia Housing.

The Resident Services Staff will identify and maintain a list of Section 3 Residents interested in employment and training opportunities. Columbia Housing will conduct preliminary screening of all applicants referred to contractors. This screening shall include a criminal background check and a drug screening, as applicable. Columbia Housing will match applicant skills to the available Section 3 positions and issue a formal referral to the corresponding contractor.

Applicants for available positions shall be referred in the order listed below.

1. Current or former residents of the property where the work is to be performed. Former residents are defined as individuals listed on a CH lease agreement at the time the property was vacated.
2. Current residents of other properties owned by Columbia Housing.
3. Participants of the Housing Choice Voucher Program administered by Columbia Housing.
4. Other qualified Section 3 residents of the City of Columbia.
5. Other qualified Section 3 residents of Richland County.
6. Other qualified Section 3 residents of Lexington County.

Contractor Requirements - Contractors and subcontractors shall be required to submit a notice of intent to comply with the Section 3 regulations within all contracts. The notice is to be sent to Columbia Housing Resident Services Department. The notice is also to be posted 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. The notice shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the persons receiving the referrals for each of the positions, and the anticipated date the work shall begin.

The contractor shall, to the greatest extent feasible, give preference to Section 3 Residents when hiring any full-time employee for permanent, temporary or seasonal employment under the contract. Contracts in excess of \$250,000 shall have an establishment number of Section 3 positions to be created under the contract.

The contractor will be deemed to be in compliance with the training and employment requirements of the Section 3 Policy if 25% of all hours worked on the project are worked by Section 3 qualified individuals or employees of a Section 3 business concern including 5% of hours worked by targeted Section 3 workers. The contractor is responsible for complying with the requirements of this policy in its own operations and for assuring compliance in the operations of its subcontractors.

Contract Preference for Section 3 Business Concerns - The contractor shall, to the greatest extent feasible, give preference to Section 3 Business Concerns when entering into any contract for the work of the Project.

Certifications and Assurances - The form of contract executed by Contractors/Subcontractors will include the requirements set forth in this policy. The contractor shall be required to submit all documentation prior to payment for any services.

- **Notification of Section 3 Opportunity** – This notice may be submitted upon notification of contract award but no later than 30 days from the effective date of the contract. It may also be submitted at anytime during the term of the contract as additional Section 3 opportunities arise.
- **HUD Form 4736B Certification of Eligible Section 3 Worker** - A separate form is to be submitted for each Section 3 worker.
- **HUD Form 4736** – Certification of Targeted Section 3 Worker – A separate form is to be completed by each applicable worker. Columbia Housing will verify and certify that the individual is a Targeted Section 3 Worker.
- **HUD Form 4737A** – Utilization Tracker Section 3 Labor Hours – A single form is to be submitted listing all Section 3 workers as noted on the form.
- **Section 3 Business Concern** – Submit this form if the contractor/subcontractor is a qualified Section 3 Business Concern as defined above.

Marketing Efforts

Columbia Housing will market the Section 3 policies to Residents and Program Participants through posting of information on its website; posting of notices at CH offices and developments; and issuance of flyers describing employment and training opportunities.

CH will also provide notices at strategic locations within the community where people gather (i.e., schools recreational facilities, and area churches). CH will also inform community leaders, contractors, political leaders and interested community organizations of the Section 3 and MBE/WBE hiring commitments.

Termination

The contractor or any of its subcontractors may terminate the employment of a Section 3 Resident or the contract of a Section 3 Business Concern for good cause, provided that the contractor or subcontractor first notifies CH in writing of the proposed termination and the specific reasons for dismissal. If any Section 3 Resident employed by the contractor or a subcontractor pursuant to this Provision leaves or is terminated from such employment, or if any Section 3 Business Concern fails to perform under its contract or its contract is terminated, CH shall require the contractor and/or its subcontractor to employ another Section 3 Resident or contract with another Section 3 Business Concern in order to remain in compliance with the requirements of this Policy.

Department of Labor Requirements

Contractors subject to the Section 3 Resident Employment Provision are also required to comply with Executive Order 11246, as amended by Executive Order 12036 and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts.

Sanctions

If contractors or subcontractors do not comply with Section 3 mandates, CH will address the issues promptly. All sanctions against any contractor should be based on the signed contract and the requirements set for the in this document.

Performance Standards

On each construction job site, it is expected from the contractor/subcontractors, that all referred and hired Section 3 Residents will be treated with the same respect and consideration that is demonstrated toward non-Section 3 Residents.

At no time should there be any disparity in hours worked per day, nor days worked per week, unless both contractor and employee agree upon it. Violation of these performance standards by the general contractor and its subcontractors will be interpreted as violation of contract agreement.

Payment in Lieu of Section 3 Hires

If a contractor is unable to meet the required Section 3 benchmarks specified under their contract or in this plan, for any of the following reasons, Columbia Housing, at its sole discretion may approve a payment in lieu of Section 3 hires.

1. There are no new hires throughout the life of the contract and current employees of the contractor/subcontractor over the past five years do not meet the income requirements of a Section 3 eligible worker..
2. CH Resident Services has been unable to provide Section 3 targeted worker referrals with the necessary skills for required for the work under the contract.
3. The contractor/subcontractor has put forth their best efforts to the greatest extent possible to identify Section 3 qualified workers/businesses within the City of Columbia and Richland County but has been unable to identify the necessary skilled workers.

The payment in lieu of Section 3 hires shall apply to all contracts in excess of \$10,000 and shall be paid as follows:

- 3% of contract amount for contracts greater than \$10,000 and less than \$100,000
- 2% of contract amount for contracts greater than \$100,000 and less than \$250,000
- 1% of contract amount for contracts greater than \$250,000 and \$10 million
- .75% of contract amount for contracts greater than \$10 million

All funds received under the Payment in Lieu of Section 3 hires shall be directed restricted for the Resident Services Department and shall be utilized solely for job readiness and employment training for Columbia Housing residents or program participants.

NOTICE OF SECTION 3 OPPORTUNITY

PROJECT NAME: _____

ADDRESS OF WORK SITE: _____

CONTRACTOR/SUBCONTRACTOR: _____

CONTACT NAME: _____ **PHONE:** _____

E-MAIL ADDRESS: _____

POSITION(S) AVAILABLE AND REQUIREMENTS:

POSITION	HOURLY RATE	START DATE DATE	ESTIMATED LENGTH OF EMPLOYMENT
Skills Required:			
Skills Required:			
Skills Required:			
Skills Required:			

Please complete this form and submit to:

Taleshia Stewart
SVP of Resident and Strategic Initiatives
tstewart@columbiahousing.org

Columbia Housing will refer applicants for the above positions within 15 days from the date of receipt of this notice. If contractor/subcontract does not receive Targeted Section 3 referrals from Columbia Housing, the contractor shall be required to recruit Section 3 workers from the City of Columbia and Richland County.

*For more information about Section 3 requirements, contact:
Adam Dalenburg, Capital Asset Manager, adalenburg@columbiahousing.org*

Section 3 Employer Certification Form-Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736B OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form is to be filled out by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

Please provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*
(See attached income limits)

Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)

*Currently or at the time of hire if hired within the past 5 years

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Public Housing/Section 8 Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736 OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Please provide the worker's information below:

Printed Name of Worker: _____ Position: _____

Street Address _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Public Housing Resident:

Housing Choice Voucher Participant:

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Columbia Housing Signature

Date

Name: _____

Title: _____

SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Section 3 Business Concern - A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period. *(Check the applicable box).*

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

Section 3 eligible workers are low- and very low-income persons. Income limits are established at 80 percent (low) and 50 percent (very-low) of the area median individual income. Income limits are published annually by HUD. See attached schedule of income limits.

Certification Statement

I hereby certify to the U.S Department of Housing and Urban Development (HUD) and to Columbia Housing that all information on this form is true and correct. I understand it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business Concern status. I also understand that failure to complete this form completely and accurately may result in administrative remedies available to HUD and Columbia Housing including debarment, and criminal and civil penalties under federal, state and local laws.

- My business is a Section 3 Business Concern in accordance with the standard checked above.
- My business is not a Section 3 Business Concern.

Signature:		Date Signed:	
Name:		Title:	
Company Name:		Address:	
Phone:		E-mail Address:	
Type of Business:			
Corporation: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Limited Liability Company: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/>



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

March 2022

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "Related Acts." The "Related Acts" include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of "Related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321), on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the System for Award Management (SAM) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130, 131 and 236.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:

<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

"General Decision Number: SC20230028 01/06/2023

Superseded General Decision Number: SC20220028

State: South Carolina

Construction Type: Building

County: Richland County 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)(2)-(60).

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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 the 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>.

Modification Number Publication Date

0 01/06/2023

ELEC0776-002 03/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 28.84	8.97+12%

Work more than 40 ft. above the ground on or from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

PLUM0421-005 07/01/2022

	Rates	Fringes
PIPEFITTER.....	\$ 31.66	12.69

SUSC2011-024 08/31/2011

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER (Drywall Hanging Only)	\$ 16.32	1.50
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 16.32	3.83
CEMENT MASON/CONCRETE FINISHER...\$ 15.29 **		0.00
FORM WORKER.....	\$ 13.83 **	4.69
GLAZIER.....	\$ 18.74	0.00
HVAC MECHANIC (HVAC Duct Installation Only)	\$ 19.71	1.93
LABORER: Common or General.....	\$ 10.73 **	0.00
LABORER: Landscape.....	\$ 9.45 **	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/S tone.....	\$ 11.00 **	0.00

LABORER: Pipelayer.....	\$ 14.69 **	2.08
OPERATOR:		
Backhoe/Excavator/Track hoe.....	\$ 16.81	2.67
OPERATOR: Bulldozer.....	\$ 17.07	2.65
OPERATOR: Crane.....	\$ 19.39	2.02
OPERATOR: Grader/Blade.....	\$ 17.50	1.78
OPERATOR: Loader.....	\$ 14.18 **	1.99
PAINTER: Brush, Roller and		
Spray.....	\$ 12.24 **	0.00
PLUMBER.....	\$ 16.86	1.02
ROOFER.....	\$ 12.21 **	0.00
TRUCK DRIVER.....	\$ 14.05 **	3.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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.

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END OF GENERAL DECISIO"