

SC HTF-9 CONTRACT PROVISIONS

This Addendum is required for funding under the State of South Carolina's Housing Trust Fund Program

Definitions: For purposes of this Contract, the following terms shall have the meanings set forth below:

- (a) **"Assistance"** means the SC HTF funds provided, or to be provided, to the Recipient by the State, pursuant to the SC HTF Award Agreements.
- (b) **"SC HTF"** means South Carolina Housing Trust Fund, subject to legislation SC Code of Laws, Section 31-13-400-470
- (c) **"Contract"** means the contractual agreement between the Owner and the Contractor to which these Contract Provisions have been incorporated and made a part thereof.
- (d) **"Contractor"** means the contractor whose services are retained pursuant to the Contract.
- (e) **"Recipient"** means the entity designated as the recipient of the Assistance in the SC HTF Award Agreements and signing the acceptance provision of the Awards.
- (f) **"Owner"** means the Recipient, as applicable.
- (g) **"Project"** means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with SC HTF funds.
- (h) **"State"** means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the SC HTF program for the State of South Carolina, as appropriate.

General Conditions:

1. Scope of Services: The Owner employs the Contractor to construct or rehabilitate as specified in the work write-up or plan and specifications upon premises known as _____. The Contractor shall perform all of the services and furnish all the material and equipment necessary to construct and/or make the improvements set forth in the Designs/Plans and Specifications, which are attached and made a part by this reference.

2. Indemnification: Contractor agrees to indemnify, defend and hold the Owner harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor to this Agreement or any of their respective Directors, Officers, Partners, Principals Employees or Agents. Neither this Agreement nor any Subcontract will create any contractual relationship between any Subcontractor and Engineer, nor any liability of Engineer to any Subcontractor.

3. Time for Completion: The Contractor will begin work when this contract has been signed and a written Notice To Proceed has been executed. The Contractor will then commence work within the time frame identified in the Notice to Proceed. The Contractor shall satisfactorily complete all work under this contract within _____ days after the issuance of the Notice to Proceed by the Owner. If the work is not completed by the specified date and the contractor has not requested in writing and received in writing a contract extension, the Owner shall have the option to hire another Contractor to complete the work.

4. Insurance: The Contractor shall furnish evidence of comprehensive public liability insurance coverage protecting the Owner for not less than \$100,000 per person/\$1,000,000 per accident and property damage insurance coverage for not less than \$100,000 for any one accident arising from work performed by the Contractor, any of his subcontractors, or any direct or indirect employee of either of them. Contractor shall also provide automobile liability in the amount of \$100,000 per occurrence.

5. Evidence of insurance or other coverage required by local laws governing Workmens' Compensation will also be proved by the Contractor.

6. Payment and Performance Bond: Required if funds are to be drawn down during the construction phase.

7. Assignment of Contract: The Contractor shall not assign the Contract without written consent of the Owner.

8. Permits, Fees, Engineering Studies and Registered Surveys: The contractor shall obtain and pay for all necessary permits, inspection charges (not conducted by the Owner) and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies as required and specified.

9. Compliance with Code: The Contractor shall perform all work under the Contract in conformance with applicable codes, ordinances, regulations and requirements per Federal, State and local regulations.

10. Cooperation: The Owner shall cooperate with the Contractor to provide access to the dwelling units for the performance of the work.

11. Occupancy of Premises: Unless otherwise stated, it shall be assumed that the premises will be unoccupied during the course of construction.

12. Inspection: The Contractor shall permit authorized persons access to the unit to inspect and examine the work during all working hours. These persons include agents of the U.S. Government, its designee, and the Owner or his designees. If any work is covered up without approval or consent of the Owner, it must, if required, be exposed for inspection at the Contractor's expense. All defects caused by the Contractor, or his subcontractors, shall be corrected at the Contractor's expense.

13. Guarantee: The Contractor shall guarantee the work performed and materials and equipment for a period of one year from the date of final acceptance of all work required by the contract documents. Further, the Contractor shall furnish the Owner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the requirements of the contract documents. All defects appearing within the one-year period, which are the fault of the Contractor or are the result of defective material, shall be corrected at his expense.

14. Default: In case of default by the Contractor, the Owner may procure articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

15. Notice: Notices to the Contractor shall be considered delivered for the purpose of the contract, if mailed by regular mail or hand delivered to the Contractor at the address that was given on the Bid.

16. Changes: It is agreed that there shall be no changes to the contract and the work covered unless, for essential work which causes a change in cost and/or performance time, a mutually-agreed-to change has been put in writing and signed by the Owner and Contractor and with the concurrence of the Authority.

17. Time for Performance: The Contractor shall begin performance within the time frame identified in the notice to proceed. Work to be performed by the Contractor shall be completed within the period of time stated in the Contract. However, the Contractor, on written notification to and approval of the Owner, will be excused from delay charges and a performance time extension granted if, at any time in the progress of the work, delays are caused by:

- a. Any act or neglect of the Owner
- b. Changes ordered in the work
- c. Strikes
- d. Lockouts
- e. Fire (if not caused by the Contractor)
- f. Delay in transportation
- g. Unavoidable casualties
- h. Or any other causes beyond the Contractor's control.
- i. Liquidated damages can be added in the contract as long as the daily charges can be justified.

18. Disputes: The Owner shall, within a reasonable time, make decisions on all claims of the Contractor submitted to the Owner in writing. In the event of a dispute that cannot be resolved between the Owner and the Contractor, the dispute shall be presented to an independent arbitrator. The decision of the independent arbitrator shall be final.

19. Workmanship: The work provided by the Contractor shall be executed pursuant to the plans, specifications, and/or work write-ups or other contract documents in a sound, workman-like, and substantial manner. Materials used in the construction shall be new, unless otherwise expressly set forth in the specifications.

20. Supervision: The Contractor shall provide a competent supervisor who is capable of understanding the plans and specifications. All supervisors shall have successfully completed the Worker Protection and Safety course. The Contractor shall keep a complete set of approved plans and specifications on the job site.

21. Termination: This contract may be terminated if: a. At any time, the Contractor fails to furnish materials or execute work in

accordance with the provisions of the contract documents, fails to proceed with or complete the work within the time limit specified in the contract documents or otherwise violates any provision of the Agreement, the Owner shall have the right to terminate the Agreement upon ten (10) days written notice to the Contractor. In this event, the Owner will proceed to have the work completed and apply the cost to any money due under the Contract. The Contractor shall be responsible for any damages or added costs resulting by reason of this default. b. At any time the Owner fails to cooperate with the Contractor by denying access to the property, refusing to furnish necessary services, or otherwise prohibiting completion of work as specified in the Agreement the Owner shall have ten (10) days from notice to cure such deficiencies. Notice to Owner shall contain the reason for the Contractor's intention to terminate. Unless the deficiency ceases or a satisfactory arrangement has been made for its correction the Contractor shall have the right to terminate the Agreement at the end of the ten (10) day notice period. After termination the Contractor will be reimbursed for services rendered to the termination date upon submission to the Owner of detailed supporting documentation. The Contractor will not be entitled to profit or other compensation on services not performed.

22. Payments: The amount of ten (10) percent will be retained until the Contractor submits a request for final payment. Final payment for this Contract shall be made only after final inspection, final clearance, acceptance of all work specified and the Contractor furnishing the Owner satisfactory releases of liens or claims against the property by his subcontractors, laborers, and material suppliers. The amount of ten (10) percent of the final payment may be retained in escrow for a period of up to thirty (30) days to cover contract compliance or until completion of all work.

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

24. Limitations of Indemnification: In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under Paragraph Two (2) of these General Conditions shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workman's Compensation, Disability Benefit or other Employee Benefits Acts.

25. Captions: The Captions in these General Conditions are for the purposes of convenience only and form no part of the General Conditions. In no event shall they be deemed to limit or modify the text of the General Conditions.

26. Severability: The invalidity or unenforceability of any portion(s) or provisions(s) of this agreement shall in no way affect the validity or enforceability of any other portions(s) or provision(s) thereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion(s) or provision(s) held to be invalid and/or unenforceable.

SC HTF Contract Provisions:

1. Limitation of Liability: The contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the owner. This provision is not applicable to contracts for administration services where the contractor is a Council of Government or a Regional Planning Agency.

2. Ownership: Ownership of all real or personal property, acquired in whole or in part with SC HTF funds for use on this project, shall be vested in the recipient. When the recipient determines that the property is no longer required for the purposes of this project, the recipient must notify the Authority and obtain approval for disposition of the property in accordance with applicable guidelines.

3. Agreement/Contract: If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision. The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

4. Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Contractor agrees to comply with all SC HTF requirements as well as other federal and state laws, regulations, or

Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the SC HTF Programs. The contractor shall be notified in writing of any such changes when they occur and they shall be incorporated in writing to this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the contractor.

5. Termination for Convenience: This agreement may be terminated for convenience in accordance with 2 CFR Part 200.

6. Amendments: Any changes to this contract affecting the scope of work of the project must be approved, in writing, by the Owner and Contractor and shall be incorporated in writing to this contract. Any cost amendments of the original contract price must have written approval by Authority prior to execution.

7. Copyright: Except as otherwise provided in the terms and conditions of this contract, the contractor paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the state funding agency (SFA) reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for SFA purposes: (a) the copyright in any work developed under this contract; and (b) any rights of copyright to which a subcontractor purchases ownership with grant support. The SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

8. Terms and Conditions: The State reserves the right to add or delete terms and conditions of this contract as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SC HTF.

9. Reporting Requirements: The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language into its agreements. Failure to meet deadlines with the required information could result in sanctions.

10. Sanctions: If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following sanctions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the contractor is in full compliance.

11. Applicable Law: In addition to the applicable Federal Laws and Regulations, this contract is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this contract, the contractor agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.

12. Compliance with Air and Water Acts: (Applicable to construction contracts and related subcontracts exceeding \$150,000.) This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

(1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued there under. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

(3) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this agreement, in every nonexempt subcontract and requiring that the contractor will take such action as the State may direct as a means of enforcing such provisions. In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

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

14. Confidential Information: Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this contract, which the Agency requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the recipient or the State, as applicable.

15. Access to Records: All records with respect to all matters covered by this contract shall be made available for audit and inspection by HUD, the State, or the recipient or their representatives upon their request.

16. Prime Contractor Responsibilities: The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this contract. The owner will consider the Contractor to be the sole point of contact with regard to contractual matters.

17. Subcontracting: If any part of the work covered by this contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the owner and the State. All subcontracts must be approved by the owner to insure they are not debarred or suspended by the Federal or State Governments and to insure the owner understands the arrangements.

18. Legal Services: No attorney-at-law shall be engaged through the use of any funds provided under this contract in any legal action or proceeding against the State, the recipient, or any Local Public Body or political subdivision.

19. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act, Section 8-13-765 of the Code of Laws of South Carolina, 176, as amended.

20. Reporting of Fraudulent Activity: If at any time during the term of this contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a subrecipient or other third parties of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be reported to the appropriate authorities.

21. Age Discrimination: In accordance with 45 CFR, parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this contract.

22. Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the State SC HTF program. All construction contracts exceeding \$10,000 must contain provisions effectuate to this prohibition as required by Executive Order 11246, as amended.

23. Lead-Based Paint: The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the following regulations:

- Lead-Based Paint Poisoning Prevention Act of 1971 – 42 U.S.C. 4821 et. Seq
- EPA's Renovation, Repair, and Painting Rule – 40 CFR Part 745

24. Debarment Certification: The contractor must comply with the Federal Debarment and Suspension regulations of Executive Order 11246 prior to entering into a financial agreement for any transaction.

25. Equal Employment Opportunity: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations, and relevant orders of the State. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

Contractor must take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the State. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State the contractor may request the State to enter into such litigation to protect the interest of the State. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

27. Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code: The following provisions regarding the "conflicts of interest" apply to the use and expenditure of SC HTF funds by the State and its recipients, including the contractor. In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Contractor shall apply. In cases not governed by the above, such as the acquisition and disposition of real property and the provision of SC HTF assistance to individuals, businesses and other private entities, the following provisions shall apply. Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent consultant, officer, or elected or appointed official of the State or a unit of general local government or any designated public agencies or recipient which are receiving SC HTF funds who exercise or have exercised any function or responsibilities with respect to SC HTF activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the State on a case by case basis as requested upon full disclosure in writing.

a. Official Position Not to Be Used for Financial Gain SECTION 2: Section 8-13-410 of the 1976 Code is amended to read:

(1) "No public official or public employee shall use his official position or office to obtain financial gain

for himself.

(2) No public official or public employee shall participate directly or indirectly in a procurement when he has knowledge or notice that:

(a) he or any business with which he is associated has financial interest pertaining to the procurement;

(b) any other person, business, or organization with whom he or a member of his household is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

(3) Where a public official or public employee or any member of his household holds a financial interest in a blind trust, he shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the appropriate supervisory office."

b. Breach of Ethical Standards SECTION 3: Section 8-13-420 of the 1976 Code is amended by adding the following paragraph at the end: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this paragraph shall be conspicuously set forth in every contract and solicitation thereof."

c. Breach of Ethical Standards, Administrative Remedies SECTION 4: The 1976 Code is amended by adding:

Section 8-13-500

(1) Except as may be permitted by regulations of the State Ethics Commission, it shall be a breach of ethical standards for any public employee or public official who is participating directly in the procurement process to resign and accept employment with any person contracting with the governmental body with whom the public employee or public official is associated.

(2) No person shall use a former public employee or public official knowingly to act as principal or as an agent for anyone other than the State or other governmental entity with whom he is associated in connection with any judicial or other proceeding, application, request for ruling, or other determination, contract, claim or charge or controversy in which the public employee or public official participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while such a public employee or public official where the State or other governmental entity is a party or has a direct and substantial interest.

(3) It shall be a breach of ethical standards for a business, in which a public employee or public official has a financial interest, knowingly to act as a principal or as an agent for anyone other than the state or other governmental entity with which he is associated in connection with any contract, claim or controversy, or any judicial proceeding in which the public employee or public official either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the official's or employee's official responsibility, where the state or governmental entity is a party or has a direct and substantial interest.

Section 8-13-510

(1) The provisions of this section and Sections 8-13-530 shall be in addition to all other civil and administrative remedies against public employees or public officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose an oral or written warning or reprimand.

(3) The value of anything received by a public employee or public official in breach of ethical standards of

this chapter or regulations promulgated hereunder shall be recoverable by the State or other governmental entity in an action by the Attorney General against anyone benefiting from such violations.

(4) Before a public employee's employment or a public official's association with the State or governmental entity is terminated for a violation of the provisions of this chapter, notice and an opportunity for a hearing shall be provided to the public official or public employee.

Section 8-13-520

(1) The provisions of this Section and Sections 8-13-510 and 8-13-530 shall be in addition to all other civil and administrative remedies against nonpublic employees or officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose against a nonpublic employee or official any one or more of the following:

(a) Written warnings or reprimands;

(b) Debarment or suspension from being a contractor or subcontractor under public contracts. Actions under this section may be appealed to the appropriate administrative review panel, as authorized under section 11-35-4410, within ten days of the actual notice of debarment or suspension to the affected party.

(3) The value of anything transferred in breach of the ethical standards of this chapter or regulations promulgated hereunder by a nonpublic employee or official shall be recoverable by the State or other governmental entity involved in any action by the Attorney General against anyone benefiting from such violations.

Section 8-13-530

(1) "The value of anything transferred or received in breach of the ethical standards of this chapter or regulations promulgated hereunder by a public employee, public official, or nonpublic employee or official may be recovered from the public employee, public official, or nonpublic employee or official.

(2) Upon showing that a subcontractor in connection with the award of a subcontract or a higher tie subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the State or governmental entity and shall be recoverable hereunder from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties." Should any recipient, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under this or any other Authority award, they shall immediately notify in writing the South Carolina State Housing and Development Authority, Development Division, 300-C Outlet Pointe Blvd., Columbia, South Carolina, 29210. If the Authority finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating recipient and the State Ethics Commission as appropriate. The Authority may undertake any administrative remedies if deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the HOME program and policies.

Contractor Signature

Date

Owner Signature

Date

Contractor (Print Name)

Owner (Print Name)