

Sample Prevailing Wage and Apprenticeship Requirement (PWA) Contract Language from Heather Bolick: Charlotte, NC

“Contractor understands that the City intends to apply for elective payment of the Alternative Fuel Vehicle Refueling Property Credit available under Section 30C of the Internal Revenue Code of 1986, as amended, (the “**30C Credit**”) with respect to the charging stations that will be installed. In order to receive this credit, the City must be able to demonstrate that it has complied with the applicable Prevailing Wage and Apprenticeship requirements set forth in I.R.C. Section 30C(g) (the “**PWA Requirements**”). Contractor agrees that it, and its Subcontractors, will at all times comply with the PWA Requirements, and any applicable Treasury Regulations, and that Contractor will be liable to the City for any reduction in the City’s available Section 30C Credit attributable to Contractor’s or its Subcontractors’ failure to meet the PWA Requirements, including any penalties or interest assessed against the City by Treasury or the IRS for a failure to meet the applicable PWA requirements.

Contractor further agrees to provide the City with such payroll records as the City reasonably deems necessary to substantiate that Contractor and any Subcontractors have met the applicable PWA Requirements.

Contractor shall indemnify, defend and hold harmless the City and its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by contractor's act or omission or negligence or fault or the act or omission or negligence or fault of contractor's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, taxes (including any penalties or interest) associated with Contractor’s or Subcontractor’s failure to meet applicable PWA or other tax credit requirements, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).”