



CONTRACT NO.	
CONTRACTOR:	Tooele County
VENDOR NO.	69883G
PROJECT NAME:	CRC Rehab - HVAC
AWARD NUMBER: B-12-DC-49-0001	B-12-DC-49-0001
CFDA #/TITLE:	14.228 Community Development Block Grant
CONTRACT ORIGINATOR:	Glenna Matekel
FEDERAL AGENCY:	HUD

**CONTRACT**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**HOUSING & COMMUNITY DEVELOPMENT DIVISION**  
 140 East 300 South Street, Salt Lake City, UT 84111

**1. PARTIES:** This contract is between the Department of Workforce Services:  
 Community Development Block Grants (CDBG)

\_\_\_\_\_  
 (Board or Program)

Referred to as STATE, and the following CONTRACTOR  
 Tooele County

\_\_\_\_\_  
 Name

47 South Main Street

\_\_\_\_\_  
 Address

Tooele

Utah

84074

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

Karen Kuipers

435-843-3150

435-843-3400

\_\_\_\_\_  
 Contact

\_\_\_\_\_  
 Phone #

\_\_\_\_\_  
 Fax #

**2. GENERAL PURPOSE OF CONTRACT:**

Community Relief Services-HVAC: This agreement dated 07/01/12, is between the Division of Housing & Community Development, Utah Department of Community & Culture, which as of July 1, 2012, will be the Housing & Community Development Division of the Utah Department of Workforce Services, 140 East 300 South, SLC, UT 84111.

**3. CONTRACT PERIOD:** Commencing on 07/01/2012 and terminating on 12/31/2013

**4. CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$63,300.00 , pursuant to the budget attached hereto as Attachment C

**5. ATTACHMENTS:**

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ✓ ATTACHMENT - FFATA

**Execution**

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

**CONTRACTOR**

**APPROVED:**

Tooele County

**STATE**

**APPROVED: HOUSING & COMMUNITY DEVELOPMENT DIVISION**

Organization Name

BY: Colleen Johnson

Signature

COLLEEN JOHNSON

Name

COMMISSIONER

Title

BY: \_\_\_\_\_

Gordon D. Walker

**WITNESS**

Marilyn K. Gillette

Marilyn K. Gillette

Name and Title

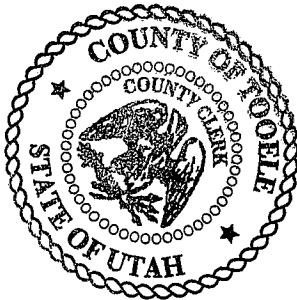
Clerk

**APPROVED - DIVISION OF FINANCE**

BY: \_\_\_\_\_

Execution Date: \_\_\_\_\_

\_\_\_\_\_



## ATTACHMENT A

### GENERAL PROVISIONS FOR HOUSING & COMMUNITY DEVELOPMENT DIVISION AGREEMENTS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases by the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT COMPLETION:** The CONTRACTOR shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.
5. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR pursuant to this Contract. The records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotated, 1953, as amended. CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for the Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the CONTRACTOR's Liability, including a limitation of liability for anyone whom the CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages of property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract will be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The CONTRACTOR acknowledges that the STATE cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the STATE is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the STATE may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the STATE upon 30 days written notice. In the case that funds are not appropriated or are reduced, the STATE will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The Contractor warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later.
16. **PATENTS, COPYRIGHTS, ETC:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
17. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE.

18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Scope of Work must be returned to the STATE.
19. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** CONTRACTOR agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. CONTRACTOR gives the STATE express permission to make copies of the Contract, and related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA).
21. **PROCUREMENT ETHICS:** The contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the STATE, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1). Nonperformance of contractual requirements; or, 2). A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one or more of the following: 1). Exercise any remedy provided by law; 2). Terminate this Contract and any related contracts or portions thereof; 3). Impose liquidated damages, if liquidated damages are listed in the contract; 4). Suspend CONTRACTOR from receiving future bid/proposal solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **CONFLICT OF TERMS:** Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State of Utah Standard Contract Terms and Conditions; 2). State of Utah Contract Signature Page(s); 3). Additional State Terms and Conditions; 4). Contractor Terms and Conditions.
25. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE. Automatic renewals will not apply to this contract.
27. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.
28. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

## 28. 28.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

## 28.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

## ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor CONTRACTOR'S performance in providing services and facilities in accordance with the purposes of this agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which CONTRACTOR meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Application Guide, Community Development Block Grant Program".
2. **CRITERIA DOCUMENTATION:** During the term of this contract, the CONTRACTOR agrees to supply any additional information to the STATE which the STATE may require in completing and/or processing the CONTRACTOR'S grant application for Community Development Block Grant funds. The CONTRACTOR also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
  - a. benefit low and moderate income families;
  - b. aid in the prevention or elimination of slums or blight; and/or
  - c. meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:**

The CONTRACTOR, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the CONTRACTOR for the purpose of performing services and/or constructing facilities as described herein. The CONTRACTOR further agrees that all of the work described in Attachment C will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24CFR Part 85 - Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement, however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The CONTRACTOR agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, CONTRACTOR further agrees to submit a performance report to the STATE in a format designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** CONTRACTOR will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, CONTRACTOR may at the STATES option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by CONTRACTOR, and (2) CONTRACTOR can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived (3) STATE gives explicit permission to retain such and authorizes it's distinct usage.

- 8. PAYMENT WITHHOLDING:** The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final 5 percent of the total amount specified herein until State representatives have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

- 9. PROJECT DURATION:** CONTRACTORS who have not expended 90 percent of the contract funds by the final month of the contract term, should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made, and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31, will be based on how a CONTRACTOR has met the following milestones.

Environmental Review completed within 90 days of contract execution  
Engineering Design and bid ready, specifications completed by December 31, 2012  
Advertisements for bids published prior to March 31, 2013  
Bid Award issued by April 30, 2013  
Notice to proceed issued by May 31, 2013

The STATE will closely monitor each CONTRACTOR'S progress according to these final deadlines. If a CONTRACTOR fails to meet these deadlines, the STATE will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The STATE must give each CONTRACTOR a 45-day notice of termination and if the CONTRACTOR can meet the deadlines then the termination will be canceled and the project may proceed. The CONTRACTOR may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The CONTRACTOR does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the state based on need and the application of written criteria.

- 10. CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval, in amendment form, prior to implementing any change in program budget, design (as specified in Attachment C) or before changing principle location of service delivery as specified herein.
- 11. CONTRACT RENEWAL:** CONTRACTOR agrees that the STATE shall unilaterally have the right to determine the basis upon which this agreement may be renewed, and shall have the right to not renew this contract with or without cause.
- 12. MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for funding successive years of multi-year agreements if funding ceases from The Department of Housing and Urban Development/CDBG program or other Federal Funding Agency.
- 13. RELATED PARTIES:** The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of STATE. Disbursements by the CONTRACTOR to related parties made without such prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the CONTRACTOR by any of the following: blood, marriage, one or more partners in common with CONTRACTOR, one or more directors or officers in common with CONTRACTOR, or more than 10 percent common ownership (direct or indirect) with CONTRACTOR.



- 14. LABOR STANDARDS:**The CONTRACTOR agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by CONTRACTOR or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback Act requiring weekly payment of employees and weekly submission of payroll records by the CONTRACTOR to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.
- 15. SECTION 3 COMPLIANCE** The CONTRACTOR agrees to abide by provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, 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 (24 CFR Part 135).
- 16. ENVIRONMENTAL REVIEW COMPLIANCE:** The CONTRACTOR agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
- 17. CULINARY WATER PROJECTS/WASTEWATER TREATMENT PLANTS:** Such plans should be sent to the state of Utah, Department of Environmental Quality (DEQ). **Approval from DEQ is required prior to receiving an environmental release from the State CDBG office.**
- 18. LEAD BASED PAINT:** The CONTRACTOR agrees to abide by provisions of 24CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures and the Residential Lead-Based Paint Hazard Reduction Action of 1992 as amended through 2005. Contractor also agrees to abide by the provisions of 40CFR Part and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.
- 19. PAYMENT OF THIS CONTRACT:** is conditioned upon the CONTRACTOR'S:
- a. Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
  - b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment D.
  - c. Submission of satisfactory evidence to the STATE that a contract has been signed to perform the work required.
  - d. Submission of a certification statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan". (Usually satisfied during the application).
- 20. CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to CONTRACTOR or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
- 21. SUBCONTRACTS:**Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as with applicable Federal and State requirements and performance objectives.

**ATTACHMENT C - BUDGET**

1. Community Development Block Grants (CDBG) - Budget Year 2012

2. PROGRAM EXPENDITURES

<b>Budget Category</b>	<b>Federal Funds</b>	<b>Other Funds</b>	<b>Total Funding</b>
Administration	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$62,800.00	\$0.00	\$62,800.00
Engineer/Architect	\$500.00	\$0.00	\$500.00
Other	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$63,300.00</b>	<b>\$0.00</b>	<b>\$63,300.00</b>

## **ATTACHMENT D - SCOPE OF WORK**

Provide necessary improvements to the heating & air system in the Community Resource Center, including the installation of 5 heating and cooling systems in the office areas of the Center. It also includes the removal of existing swamp coolers on the roof area and the capping of all curbs, and all necessary electrical parts & labor.

## ATTACHMENT E - CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

### 1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 10/23/2001.

### 2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations.

### 3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

### 4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

### 5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

### 6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

### 7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the 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 the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**8. Section 3**

I certify that if this project triggers Section 3 regulations, I will comply with and report per the regulations set forth at 24 CFR Part 135 that implement Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

**9. Change of Use**

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of close out of this contract by the State.

I certify that I have read and am aware of the foregoing certification requirements.

*Colleen Johnson*  
\_\_\_\_\_  
Signature Chief Elected Official

*COLLEEN JOHNSON*  
\_\_\_\_\_  
Printed Name of Chief Elected Official

*COMMISSIONER*  
\_\_\_\_\_  
Title

*9 July 2012*  
\_\_\_\_\_  
Date

**STATE OF UTAH  
DEPARTMENT OF WORKFORCE SERVICES  
HOUSING & COMMUNITY DEVELOPMENT DIVISION  
REPORTING REQUIREMENTS  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

*CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).*

Federal Funding Agency:	HUD
Program Source:	Community Development Block Grants (CDBG)
Award Title:	CRC Rehab - HVAC
CFDA Number:	14.228
Award Number:	B-12-DC-49-0001
Sub-recipient NAICS Code:	921110
Sub-recipient DUNS Number:	09-465-0249
Sub-recipient Name:	Tooele County
Address:	47 South Main Street
City:	Tooele
State:	UTAH
Has the sub-recipient registered with the federal Central Contractor Registry?	Yes

**CERTIFICATION**

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below                      NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

\*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**ATTESTATION**

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Colleen Johnson  
Chief Agency Official

\_\_\_\_\_  
Witness

COLLEEN JOHNSON - COMMISSIONER  
Name and Title

\_\_\_\_\_  
Name and Title

9 July 2012  
Date

\_\_\_\_\_  
Date

**ATTEST:**

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK

