



### Tooele County Council Agenda Item Summary

*New Contract*

**Department Making Request:**

Human Services

**Person to Contact about this Item:**

Gary K. Dalton

**Mark Options That Apply:**

Grant  
*1 time*

Grant  
*With County Match*

Purchase

Contract  
*1 yr. or less*

Exp date: 06/30/22

Contract  
*More than 1 yr.*

Exp date: \_\_\_\_\_

**Budget Impact:**

In Budget  
 Over Budget

**Requested Amount for Contract or  
Purchase:**

\$ 156,500

**Item Title:**

*Please answer the who? what? when? why?*

Title: 135 East Vine St. Remodel Contract

This is the long awaited remodel of 135 East Vine St. The contract is with Bonneville Builders for remodel of transitional housing. Part of a \$200,000 CDBG grant for remodel and supplies, furnishings.

Human Services Recommends Approval.

List who needs copies when approved: *Bonneville Builders, Christy Johnson  
Gary Dalton*

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Nineteenth day of January in the year Twenty Thousand Twenty Two  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

TOOELE COUNTY HUMAN SERVICES  
47 S MAIN STREET ROOM 114  
TOOELE, UTAH 84074

and the Contractor:  
*(Name, legal status, address and other information)*

BONNEVILLE BUILDERS, LC  
8610 SOUTH SANDY PARKWAY STE 210  
SANDY, UTAH 84070

For the following Project:  
*(Name, location and detailed description)*  
135 EAST VINE STREET REMODEL  
TOOELE, UTAH  
The Project Manager:  
*(Name, legal status, address and other information)*

CHRISTY JOHNSON - REFER TO EXHIBIT 1  
34 SOUTH MAIN STREET  
TOOELE, UTAH 84074  
435-830-4706

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

CERTIFICATE OF INSURANCE IN LIEU OF - EXHIBIT A INSURANCE AND BONDS  
EXHIBIT B- FEDERAL LABOR STANDARDS PROVISIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

PENDING OWNER NOTICE TO PROCEED

*(Paragraph Deleted)*

Init.



If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

*(Paragraph Deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

*(Paragraph Deleted)*

### § 3.3 Substantial Completion

*(Paragraph Deleted)*

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Paragraph Deleted)*

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: APRIL 11, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

ONE HUNDRED FIFTY SIX THOUSAND & FIVE HUNDRED DOLLARS

(\$  
156,500.00

), subject to additions and deductions as provided in the Contract Documents.

### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Init.



Item	Price
N/A	

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

CONTRACTOR SHALL NOT BE LIABLE FOR ANY MONETARY DAMAGES DUE TO ANY TIME DELAYS INCLUDING BUILDING PERMIT DELAYS.

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Project Manager not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Project Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than FIFTEEN ( 15 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Project Manager may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

- .3 That portion of Construction Change Directives that the Project Manager determines, in the Project Manager's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Project Manager has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5% (FIVE PERCENT)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

GENERAL CONDITIONS

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Project Manager.

Init.



§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Project Manager's final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

8 % EIGHT PERCENT

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Project Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

LITIGATION IN A COURT OF COMPETENT JURISDICTION. PARTIES SHALL AGREE TO MEDIATION FIRST.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

Init.



**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

CHRISTY JOHNSON / PROJECT MANAGER  
34 EAST MAIN STREET  
TOOELE, UTAH 84074  
christyj@tooeleccr.org  
435-830-4706

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

KELLY RASMUSSEN / PROJECT MANAGER  
8610 SOUTH SANDY PARKWAY STE 210  
SANDY, UTAH 84070  
kellyr@bonnevillebuilders.com  
801 889-9694

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

TARIFFS, COVID 19 AND/OR SPECIFIED MATERIAL DELAYS THAT RESULT IN ANY UNFORESEEN COSTS THAT EFFECT THE MATERIAL OR TIMING RELATED TO THE PROJECT ARE SUBJECT TO NEGOTIATION.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

Init.

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User Notes:

(3B9ADA47)

- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- EXHIBIT 1- PLANS & NARRATIVE
- EXHIBIT 2- BID BREAKDOWN
- EXHIBIT 3- UNIT COSTS
- EXHIBIT 4- SCHEDULE

Init.

EXHIBIT 5- CLARIFICATIONS & ASSUMPTIONS  
EXHIBIT 6- COI IN LIEU OF EXHIBIT A101-A INSURANCE & BONDS  
EXHIBIT B- FEDERAL LABOR STANDARDS PROVISIONS

This Agreement entered into as of the day and year first written above.

DocuSigned by:  
Andy Welch 2/3/2022  
OWNER (Signature)

DocuSigned by:  
John Tebbs 2/4/2022  
CONTRACTOR (Signature)

JAMES A. WELCH, COUNTY MANAGER  
(Printed name and title)


JOHN TEBBS, PRESIDENT  
(Printed name and title)

DS Init-DS  
AW JT



EXHIBIT 5- CLARIFICATIONS & ASSUMPTIONS  
EXHIBIT 6- COI IN LIEU OF EXHIBIT A101-A INSURANCE & BONDS  
EXHIBIT B- FEDERAL LABOR STANDARDS PROVISIONS

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

JAMES A. WELCH, COUNTY MANAGER  
(Printed name and title)

CONTRACTOR (Signature)

JOHN TEBBS, PRESIDENT  
(Printed name and title)

APPROVED AS TO FORM:

  
DEPUTY COUNTY ATTORNEY

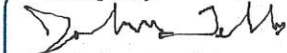
Init.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Tebbs, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:53:27 MT on 01/26/2022 under Order No. 2114283084 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:



0A41A2AB70A54B3...  
(Signed)

\_\_\_\_\_  
President

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
2/4/2022

\_\_\_\_\_  
(Dated)

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, John Tebbs, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:53:27 MT on 01/26/2022 under Order No. 2114283084 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*



September 20, 2021

To: Interested and Qualified Parties  
Fr: Gary K. Dalton, Director  
Tooele County Human Services Department  
Christy Johnson, Director  
Tooele Community Resource Center (TCRC)

**Re: REVISED Request for Bids for 135 East Vine St. Supportive Housing Remodel**

Tooele County through its Department of Human Services is seeking interested general contractors who wish to bid on the remodel and renovation of the 135 East Vine St. Supportive Housing apartments in Tooele, Utah.

**Scope of Work:**

- Remodel eastside downstairs bathroom for functionality: new lighting, hardware, sink, toilet, shower. Walls refinished/painted. Removal of existing flooring and replace with tile.
- Remodel hallway: new linoleum or tiled flooring, refinish and paint walls, new hung ceiling, new lighting.
- Remodel three bedrooms: Northeast bedroom needs floor "trued" up due to sinking floor, floors replaced with tile, hung ceilings replaced, new lighting.
- Remodel Southeast room for install of washer/dryer. New flooring, cabinets, lighting and painting. New drop ceiling.
- Other: Security cameras installed in hallway, breezeway (entrance) and upstairs in general area and outside, washer/dryer room, smoke alarms throughout, new lighting.

Schematic and space drawings are available through Christy Johnson at 435-830-4706 or email at [christyj@tooelecrc.org](mailto:christyj@tooelecrc.org)

**Time Frame:** The bid time frame is as follows:

- |   |                    |
|---|--------------------|
| • Bid letter REVISED/released   | September 21, 2021 |
| • Bid meeting /on site visit at 10 a.m. (optional)<br>(by appointment in the afternoon) | September 27, 2021 |
| • Bids due to Auditor's Office, Rm. 204 by NOON   | October 15, 2021   |
| • Review and Awarding of Bid  | October 20, 2021   |
| • Work Start (35 days)  | October 28, 2021   |
| • Completion date   | December 15, 2021  |
| • Acceptance and "Punch List" Walk Through  | December 17, 2021  |

**Acceptable Bid:**

The acceptable bid will be based upon County Procurement Requirements Section 1-8-3 as follows:

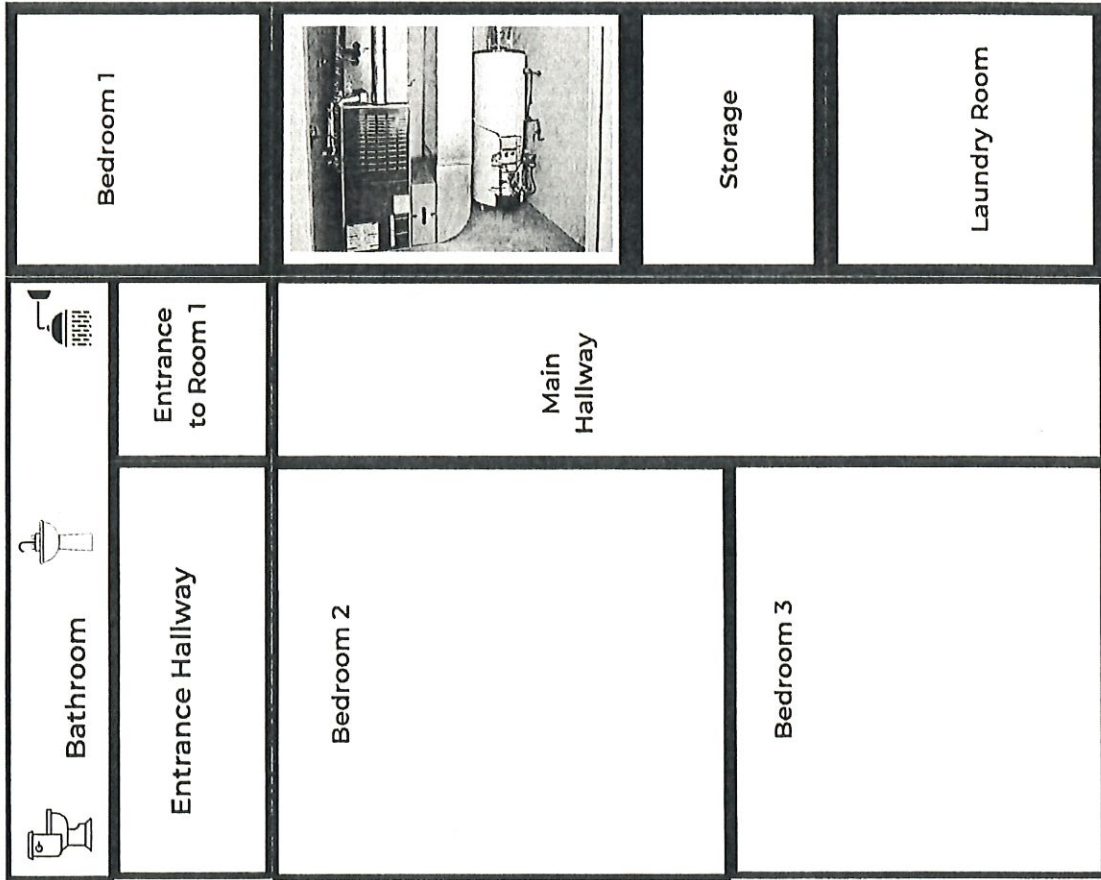
- (2) When a purchase is made which is expected to be \$20,000 or more, the Department Head or Elected officer shall prepare written specification (scope of work) for said procurements..."; and
- (3) When the County Council does not require public advertisement for sealed bids, the Department head or Elected Officer shall obtain at least three written bids or proposals from separate sources; and
- (4) The person or firm who submits the lowest bid or proposal that meets approved specification shall be awarded the bid, unless the Tooele County Council authorizes the acceptance of another bid or proposal that it determines to be in the best interest of the County. A summary of bids or proposals received shall be submitted with each purchase order.

**Project Budget:** The project budget will be paid in "third increments" at inception, mid-project and upon completion of remodel and renovation and acceptance of work by the Department Head or Elected Official.

Bids should include a time frame for completion as well as the necessary financial requirements of the job. Work order changes, if any at all, must be approved by the Department Head who serves as the project manager.

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If you have any questions, please contact Gary K. Dalton, Department Director, at 435-843-4715 or [gdalton@tooeleco.org](mailto:gdalton@tooeleco.org) or the Project Manager, Christy Johnson, at 435-840-4706 or [christyj@tooelecrc.org](mailto:christyj@tooelecrc.org).



Entrance Hallway  
10X10 1/32 Length  
6.0 27/32 Width  
7.5 11/32 Ceiling Height

Bathroom  
12.4 5/32 Length  
2.11 3/16 Width  
7.5 1/8 Ceiling Height

Bedroom 1  
12.4 5/32 Length  
2.11 3/16 Width  
7.5 1/8 Ceiling Height

Entrance  
to Bedroom 1  
5.3 5/16 Length  
4.3 1/6 Width  
6.11 7/32 Height

Main Hallway  
30.3 9/16 Length  
5.11 2/32 Width  
6.9 9/32 Ceiling Height

Bedroom 2  
16.4 1/4 Length  
12.1 7/8 Width  
7.5 11/32 Ceiling Height

Bedroom 3  
11.7 3/8 Length  
12.3 1/4 Width  
7.8 7/8 Ceiling Height

Storage  
6.7 15/32 Length  
5.10 1/2 Width  
7.0 13/16 Ceiling Height

Laundry Room  
6.5 15/16 Width  
10.9 7/32 Length  
7.0 23/32 Ceiling Height



EXHIBIT 2 - BID BREAKDOWN



135 E Vine St. Supportive Housing  
10/21/2021

DESCRIPTION	AMOUNT	NOTES
Demolition	32,476	
Concrete	-	
Masonry	-	
Metals	-	
Rough Carpentry	9,241	Replacing TJI in Bedroom 1
Architectural Woodwork	4,873	Cabinet & PLAM Countertop
Moisture Protection	-	
Thermal Insulation	-	
Exterior Skin	-	
Roofing	-	
Joint Sealants	-	
Doors, Frames and Hardware	1,392	Door Hardware
Overhead Doors	-	
Glass and Glazing Systems	-	
Exterior Windows and Doors	-	
Gypsum Board	17,543	Includes Acoustical Ceiling
Flooring	9,920	LVT Flooring and MDF Base
Painting	11,139	
Specialties	-	
Appliances	2,502	Plumbing and Venting for Washer & Dryer
Furnishings	-	
Special Construction	-	
Elevators	-	
Fire Sprinklers	-	
Plumbing	20,467	Bathroom Fixtures & Drain Relocation
Mechanical	-	
Electrical	46,947	Light Fixures and 16 Security Cameras
Earthwork	-	
Asphalt	-	
Landscaping	-	
<b>TOTAL</b>	<b>156,500</b>	

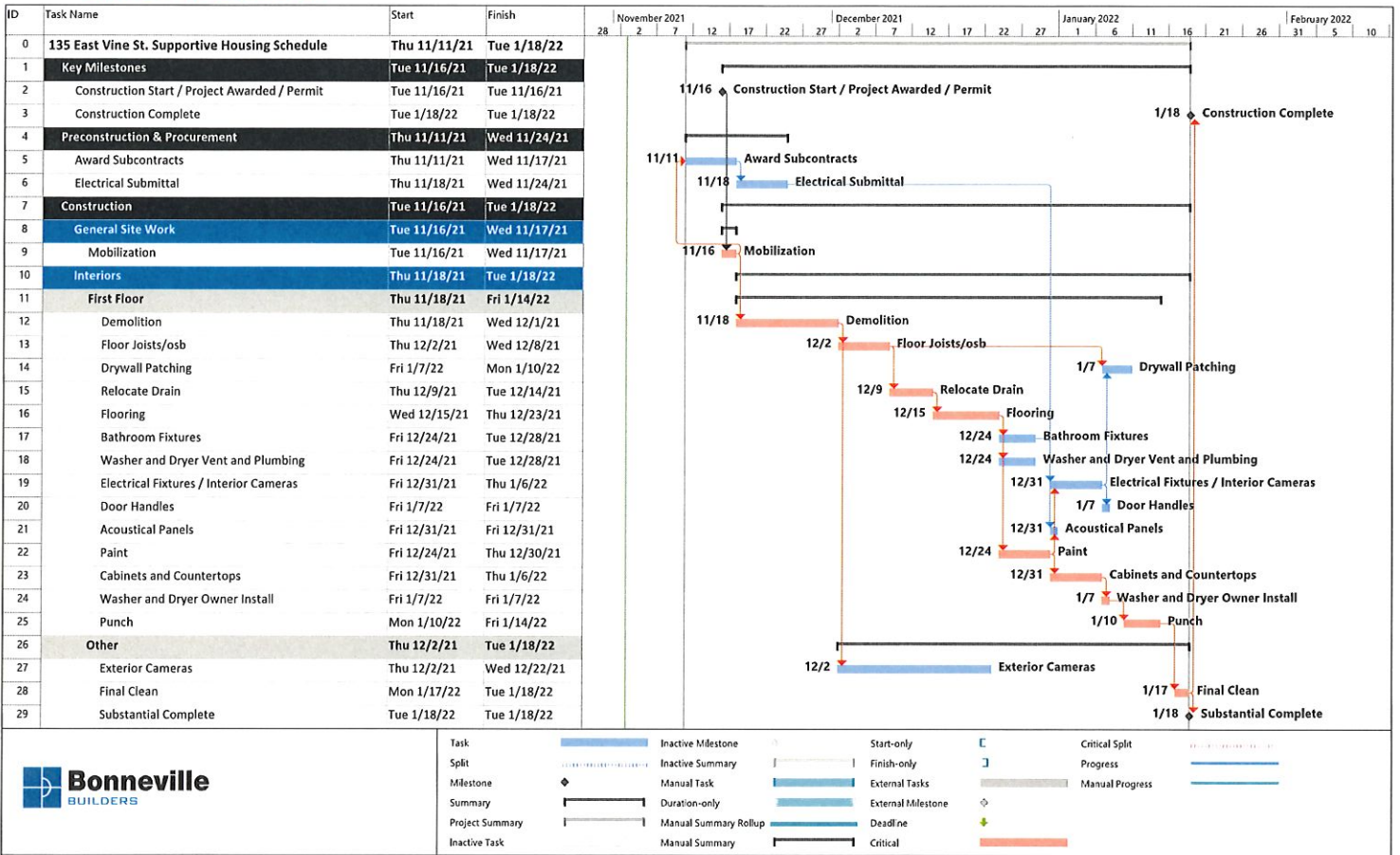


## Exhibit 3

### Unit Costs

1. Project Executive: \$140 per hour
2. Project Manager: \$110 per hour
3. Project Engineer: \$80 per hour
4. Project Superintendent: \$80 per hour
5. Project Assistant: \$50 per hour
6. Project Accountant: \$60 per hour
7. Carpenter: \$45 per hour
8. Laborer: \$27 per hour
9. Cost of General Conditions \$750/per day.
10. General Liability Insurance .65%
11. Change Order Markup 10%

EXHIBIT 4 - SCHEDULE



Task	Inactive Milestone	Start-only	Critical Split
Split	Inactive Summary	Finish-only	Progress
Milestone	Manual Task	External Tasks	Manual Progress
Summary	Duration-only	External Milestone	
Project Summary	Manual Summary Rollup	Deadline	
Inactive Task	Manual Summary	Critical	



## EXHIBIT 5 - CLARIFICATIONS & ASSUMPTIONS



### 135 E Vine St. Supportive Housing TI Clarifications and Assumptions

1. All permits, impact fees, and subcontractor permits are by Owner.
2. All testing, inspections, and special inspections are by Owner.
3. Builder's Risk insurance is assumed to be by Owner.
4. All Hazardous material abatement has been excluded.
5. Work performed by primary services providers have been excluded (power, data, gas, etc.)
6. Furnishing are excluded.
7. Window coverings are excluded.
8. Only electrical bulbs and fixture coverings will be provided.
9. Only 10 total Cameras will be provided for the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2022

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.

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.

PRODUCER Pacific Insurance, Inc. 801-561-5550 CONTACT NAME: Stephen@pacificinsuranceinc.com INSURER(S) AFFORDING COVERAGE: Allied Insurance, Philadelphia Insurance Co.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Excess Liability, and Leased/Rent Equip.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder and Tooele County Human Services are listed as additional insured.

Blank space for additional remarks or descriptions.

CERTIFICATE HOLDER CANCELLATION

TOOELE SUPPORTIVE HOUSING REMODEL 135 EAST VINE STREET REMODEL TOOELE, UT 84074 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 Kelly Romero

EXHIBIT "B"



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

Department of  
Workforce Services

CASEY R. CAMERON  
Executive Director

GREG PARAS  
Deputy Director

NATE MCDONALD  
Deputy Director

January 18, 2022

Mr. James Welch  
Tooele County Manager  
47 South Main Street  
Tooele, UT 84074

Dear Mr. Welch:

CDBG Contract #22-DWS-0049; Community Resource Center - Contractor Eligibility

This is in response to a request for a determination of general contractor eligibility for the project listed above. I have reviewed the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs as of 01/18/2022 published by the System for Award Management (SAM) and find that the company cited below does not appear in those lists:

*Bonneville Builders, LC*

As a result of this determination, Tooele County is authorized to proceed in contracting with the above named party. Make sure there is a signed contract with the contractor and that it includes HUD Form 4010 (Federal Labor Standard Provisions), the Davis Bacon Wage Decision #UT210086, 10/08/2021, Building and the Section 3 Construction Clause. These documents are posted in WebGrants in the "State Program Office Attachments" component for your use. Please reach out to me, Julie Tuimauga to set up your pre-construction meeting.

If you have any questions, please call me at (385) 391-8017.

Sincerely,

Julie Tuimauga  
CDBG Labor Specialist

cc: Gary Dalton, Tooele County  
File



140 East 300 South, Salt Lake City, Utah 84111 • Telephone (385) 391-8017  
Relay Utah 711 • Spanish Relay Utah 1-888-346-3162  
Fax 801-468-0211 • jobs.utah.gov/housing • Equal Opportunity Employer/Programs

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**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

#### 4. Apprentices and Trainees.

(i) **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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. 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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 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 the clause set forth in subparagraph (1) of this paragraph.

(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## **Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)**

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 require Davis-Bacon labor standards apply 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 Wage Determinations On Line website at <https://beta.SAM.gov> 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 and 131.

## 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 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.wagehour.dol.gov> 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.

U.S. Department of Labor  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

1-866-4-USWAGE  
TTY: 1-866-487-9243  
Contact Us





**What is Section 3?**

Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs, training, and contracts are provided to local low-income residents, particularly those that reside in public housing, and businesses that substantially employ them.

**What is a Section 3 Business?**

Section 3 businesses are:

- a. 51% or more owned by residents of public housing or persons whose income does not exceed HUD's local area low-income limits (i.e. Section 3 residents); or
- b. Comprised of 30% or more full-time employees who are Section 3 residents; or
- c. Can provide evidence of a firm commitment to award 25% or more of sub-contracts to businesses that meet a. or b.

Please visit the "[Am I a Section 3 Business?](#)" Calculator

**What is the Section 3 Business Registry?**

The Section 3 Business Registry is a national registry of businesses that have self-certified to HUD that they meet one of the definitions of a Section 3 business.

**How Does the Section 3 Business Registry Benefit Section 3 Businesses?**

Section 3 businesses are entitled to a preference for local HUD-funded contracts. The Section 3 Business Registry facilitates the notification about HUD-funded contracts to eligible firms.

**How Can A Business Sign Up for the Section 3 Business Registry?**

Businesses can sign up for the Section 3 Business Registry at: [www.hud.gov/sec3biz](http://www.hud.gov/sec3biz)

**How Does the Section 3 Business Registry Help HUD Grantees, and Their Contractors?**

PHAs, other HUD grantees, and their contractors are required to notify Section 3 businesses about the availability of HUD-funded contracts to solicit bid proposals. The Section 3 Business Registry is a tool that helps them locate prospective Section 3 businesses. Please visit: [www.hud.gov/sec3biz](http://www.hud.gov/sec3biz) to search for local Section 3 businesses.

**Are Businesses in the Section 3 Business Registry Guaranteed HUD-funded Contracts?**

No. Businesses in the Section 3 Business Registry must still compete for local HUD-funded contracts. They must possess the necessary qualifications and comply with all procurement requirements.

**Does HUD Verify Businesses in the Section 3 Business Registry?**

HUD does not verify that self-certified businesses in the Section 3 Business Registry meet one of the definitions, nor does the Department endorse the services they provide. As such, PHAs, other HUD grantees, and their contractors are encouraged to exercise due diligence by checking the eligibility of businesses in the Section 3 Business Registry before providing them preference for HUD-funded contracts.

**Where Can I Find Out More Information About Section 3?**

[www.hud.gov/section3](http://www.hud.gov/section3)