

Invitation to Bid

Crow Mountain Infrastructure Project

Receipt of Bids

Sealed bids will be received at the Smithfield City (City) office, located at 96 South Main, Smithfield, UT 84335 until October 18, 2022, at 5:00 pm. Any Bids received after the specified time will not be considered.

Obtaining Contract Documents

The Contract Documents are entitled Construction Documents for the Crow Mountain Infrastructure Project. Electronic copies (pdf file) of the Contract Documents may be obtained at no cost from the project the Neighborhood Nonprofit Housing Corporation (Administrator) upon request. A physical copy of the Contract Documents may be obtained at the office of the Administrator beginning October 3, 2022, upon payment of \$25 (non-refundable) for each set of Contract Documents (including specifications and reduced drawings).

Description of Work

The work includes:

- Installation of a new water line from an 8" line to 12" waterline; and
- Road infrastructure including approximately 500 linear feet of asphalt, curb, and gutter.

Site of Work

The site is in Smithfield City, Utah and located between 750 and 800 North Crow Mountain Road.

Completion of Work

All Work must be completed by June 1, 2023.

Opening of Bids

The Bids will be opened publicly and read on October 19, 2022, at the above-mentioned office.

Bid Security

Each Bid must be accompanied by a certified or cashier's check, or bid bond in the amount of 5% of the total bid price payable to Neighborhood Nonprofit Housing Corporation as a guarantee that the Bidder, if his Bid is accepted, will promptly execute the contract, provide evidence of insurance, and furnish a satisfactory faithful performance bond in the amount of 100% of the total bid price and a payment bond in the amount of 100 % of the total bid price.

Address and Marking of Bid

The envelope enclosing the Bid must be sealed and addressed to Smithfield City. The envelope must be plainly marked in the upper left-hand corner with the name and address of the Bidder and must bear the words "Bid for", followed by the title of the Contract Documents for the

Crow Mountain Road and the date and hour of opening of Bids. The certified or cashier's check, or Bidder's bond must be enclosed in the same envelope with the Bid.

Project Administration

All questions relative to this project prior to the opening of Bids must be directed to the Administrator for the Project. It must be understood, however, that no interpretations of the drawings or specifications will be made except in writing signed by the Engineer, nor will any "or equal" products be considered for approval prior to award of a contract.

Administrator contact – Shawn Wolfley

Email – shawn@nnhc.net

Number – (435) 753-1112

Address:

Neighborhood Nonprofit Housing Corporation

195 Golf Course Road

Logan, UT 84321

City and Administrator's Rights Reserved

The City or Administrator may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded or to be awarded by the City or Administrator. The Administrator reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the interest of the City or Administrator.

Compliance with Davis-Bacon Wages and Section 3

This project is funded (or partially funded) through a Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons. Local, minority and woman-owned business owners are encouraged to bid. The lowest responsive and responsible bidder will be selected.

The Wage Decision is subject to change and the Decision that is in effect on the date of the bid opening will be applicable to the total project if the contract is awarded within 90 days of bid opening. If not, the applicable Wage Decision becomes the one that is in effect on the date that contracts are signed.

**Construction Documents
for the
Crow Mountain
Infrastructure Project**

NEIGHBORHOOD NONPROFIT HOUSING CORPORATION

SMITHFIELD POINTE SUBDIVISION PH3

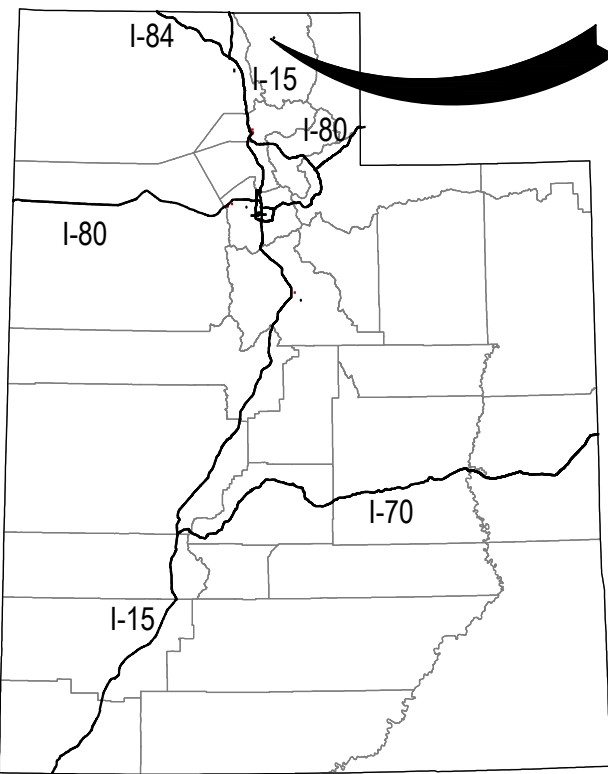
CONSTRUCTION DRAWINGS

800 NORTH
SMITHFIELD, UT

ISSUE DATE: JANUARY 21, 2022

STATE OF UTAH

PROJECT LOCATION

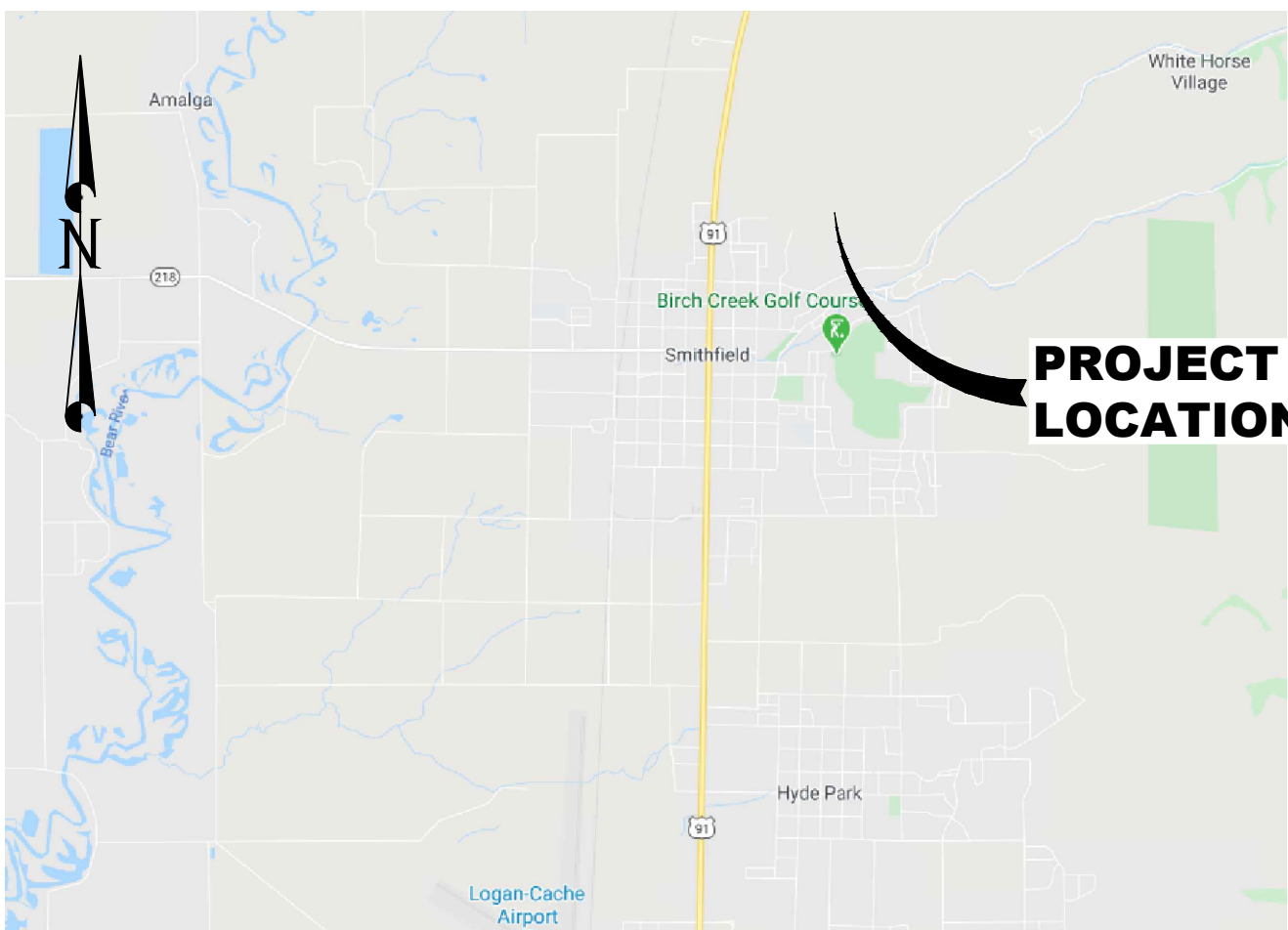


LEGEND

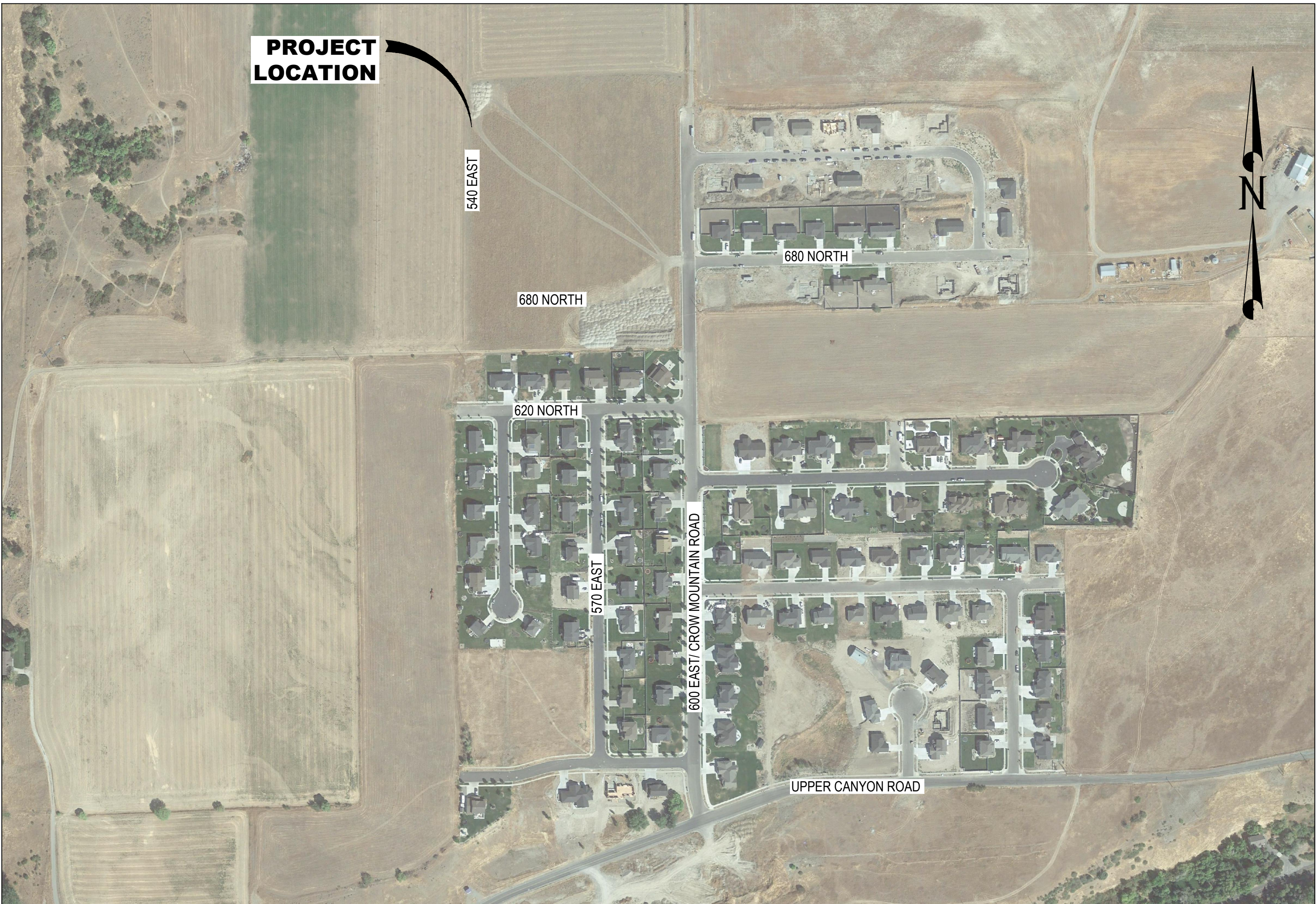
MAJOR HIGHWAY
COUNTY LINE

VICINITY MAP

N.T.S.



PROJECT LOCATION



PROJECT MAP

N.T.S.

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2	G002	GENERAL NOTES & ABBREVIATIONS	--	--
3	CS100	EXISTING CONDITIONS & DEMOLITION PLAN	--	--
4	CU100	OVERALL SUBDIVISION PHASE 3 PLAN	--	--
5	CU300	KEY SHEET	--	--
6	CU301	ROAD PLAN & PROFILE	750 NORTH	STA: -0+25 TO STA: 4+75
7	CU302	ROAD PLAN & PROFILE	750 NORTH & 540 EAST	STA: 4+75 TO STA: 7+75 & STA: 0+00 TO STA: 1+50
8	CU303	ROAD PLAN & PROFILE	750 NORTH	STA: 7+75 TO STA: 12+50
9	CU304	ROAD PLAN & PROFILE	480 EAST	STA: -0+25 TO STA: 4+25
10	CU305	ROAD PLAN & PROFILE	480 EAST	STA: 4+25 TO STA: 9+00
11	CU306	ROAD PLAN & PROFILE	POINTE VIEW CIRCLE	STA: -0+25 TO STA: 4+75
12	CU307	ROAD PLAN & PROFILE	680 NORTH	STA: 0+00 TO STA: 2+25
13	CU308	ROAD PLAN & PROFILE	CROW MOUNTAIN ROAD	STA: 0+00 TO STA: 4+75
14	CU501	CIVIL DETAILS	--	--
15	CE101	SWPP PLAN	--	--
16	CE501	SWPPP NOTES & DETAILS	--	--

File Path: P:\2019-0440 NBHD Housing Solutions-Smithfield Point Sewer Line Drawings PH3\SHEETS\G001.dwg Feb 02, 2022 - 4:31 pm

RECORD OF REVISIONS			

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IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS ENGINEERS AND IS NOT TO BE REPRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

PRINCIPAL D. ANDERSON
PROJECT MANAGER M. PIERCE
CHECKED BY J. AMES
DRAWN BY K. FOSTER
DRAWING SCALE NONE
ISSUE DATE JANUARY 21, 2022

CRS

ENGINEERS

Answers to Infrastructure®

2 N Main, Ste 8 | Providence, UT 84332 | P: 435.374.4670 | www.crsengineers.com

NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
COVER PAGE

800 NORTH

SMITHFIELD, UT



PROJECT NUMBER 2019-0440	
SHEET 1	OF 16
SHEET NUMBER G001	

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THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

- GENERAL NOTES:
- 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
 - 2) CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED ABOVE AND WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES 5 DAYS PRIOR TO A PRE-CONSTRUCTION MEETING:

OWNER: JOSH RUNHAAR
NEIGHBORHOOD HOUSING SOLUTIONS

ENGINEER: CRS ENGINEERS
45 E 200 N SUITE 107
LOGAN, UT 84321
(435) 374-4670
CONTACT: M PIERCE, PE

- 3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
- 4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- 5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.
- 6) THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE, AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT, AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN CONSTRUCTION OF PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR SAFETY CONDITIONS, WHICH CONDITIONS COULD BE HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.
- 8) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM SMITHFIELD CITY. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.
- 9) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS.
- 10) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK

- AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
- 11) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
 - 12) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.
 - 13) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
 - 14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
 - 15) THE CONTRACTOR AGREES THAT:
 - A) THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH DAY.
 - B) THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.
 - C) THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.
 - D) THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.
 - E) THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTIONS AT THEIR OWN EXPENSE.
 - 16) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE AND GROSS NEGLIGENCE OF THE OWNER OR THE ENGINEER.
 - 17) DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SMITHFIELD CITY.
 - 18) WHEN CONSTRUCTION STAKING IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ENGINEER/LAND SURVEYOR 1 WEEK IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, INCLUDING RE-STAKING WILL BE SUBJECT TO A CONTRACTOR CHANGE ORDER AND THE IMPACT COSTS OF WORK PERFORMED
 - 19) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
 - 21) IF EXISTING FEATURES NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING FEATURES SHALL BE INCLUDED IN THE BID PRICE FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT.
 - 22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL FACILITIES. AS-BUILT DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL

- IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- 23) WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHTS-OF-WAY.
 - 24) NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
 - 25) FURNISH, MAINTAIN, AND RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
 - 26) PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH CITY, COUNTY, AND STATE REGULATIONS FOR WORKING IN THE PUBLIC WAY.
 - 27) FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
 - 28) TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS.
 - 29) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
 - 30) ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.
 - 31) STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP INSIGNIAS, SIGNS, CROSS-HATCHING, DIRECTION ARROWS, ETC. AS SHOWN OR AS DIRECTED.

GENERAL CLEARING AND GRADING NOTES:

- 1) CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
- 2) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH SMITHFIELD CITY STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS, EROSION, SEDIMENT, RE-VEGETATION REQUIREMENTS, AND THE SWPP PLAN AS REQUIRED BY THE STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY AND DIVISION OF AIR QUALITY.
- 3) THE CONTRACTOR WILL PERFORM EARTHWORK IN ACCORDANCE WITH SMITHFIELD CITY CONSTRUCTION STANDARDS AND THE RECOMMENDED EARTHWORK SPECIFICATIONS FOUND IN THE GEOTECHNICAL REPORT PROVIDED BY CMT ENGINEERING DATED JUNE 18, 2020.
- 4) SEDIMENTATION BMP'S SHOWN ON THE EROSION CONTROL AND SEDIMENT CONTROL PLANS (STORM WATER POLLUTION PREVENTION PLAN) TO BE INSTALLED WITHIN THE SAME WORKING DAY THE LAND DISTURBANCE OCCURS.
- 5) DUST CONTROL BMP'S ARE TO BE ON SITE AND IMPLEMENTED AS SOON AS LAND DISTURBANCE OCCURS.
- 6) THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY CRS ENGINEERS. IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, STOP WORK AND CONTACT CRS ENGINEERS. WORK IS TO REMAIN STOPPED UNTIL THE ENGINEER PROVIDES A WRITTEN NOTICE TO RESUME WORK.
- 7) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE STREETS, STORM DRAINS, CHANNELS, DITCHES, AND SWALES FREE FROM DEBRIS, SOIL, MUD, OR OTHER MATERIAL THAT WOULD CAUSE A PUBLIC SAFETY CONCERN OR VIOLATE ANY CITY, STATE, OR FEDERAL LAWS.
- 8) BMP'S ARE TO BE IN PLACE AND MAINTAINED UNTIL WRITTEN NOTIFICATION IS RECEIVED FROM SMITHFIELD CITY.
- 9) IF DISTURBANCE OCCURS OUTSIDE THE LIMITS OF DISTURBANCE, WORK WILL STOP AND REMAIN STOPPED UNTIL A WRITTEN RESPONSE IS RECEIVED FROM THE ENGINEER.
- 10) THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE.
- 11) NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER.

GENERAL UTILITY NOTES

- 1) THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO

- CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
- 2) START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UPHILL. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
 - 3) CONTRACTOR SHALL LAYOUT AND POT HOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
 - 4) STORM DRAIN - SEE SMITHFIELD CITY STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE STORM DRAIN & APPURTENANCES WITHIN THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAN. SEE THE DETAILS PROVIDED ON THIS SET OF DRAWINGS FOR ALL OTHER STORM DRAIN CONSTRUCTION. APWA STANDARDS WILL BE USED IN THE ABSENCE OF ANY STANDARDS AND DETAILS.
 - 5) ALL DIMENSIONS AND GRADES OF EXISTING STORM DRAIN PIPES, BOX CULVERTS, STRUCTURES, ETC. SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
 - 6) THESE PLANS SHOW THE LOCATION OF POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES, BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING DRY UTILITIES, NOR FOR ANY NEW DRY UTILITY STUBS. CONTRACTOR IS TO SUBMIT SITE PLAN TO DRY UTILITIES FOR DESIGN OF SERVICE CONNECTIONS TO BUILDING. ACTUAL CONSTRUCTION OF SAID SERVICES TO BE DONE BY RESPECTIVE UTILITY PROVIDERS.
 - 7) VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POT HOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
 - 8) ALL DIMENSIONS, GRADES, AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
 - 9) NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
 - 10) ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.

ABBREVIATIONS

APPROX	APPROXIMATE	LIN.	LINEAR
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	LP	LOW POINT
		MAX	MAXIMUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MEG	MATCH EXISTING GRADE
		MIN	MINIMUM
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	MJ	MECHANICAL JOINT
		N	NORTH
AWWA	AMERICAN WATER WORKS ASSOCIATION	N/A	NOT APPLICABLE
		NIC	NOT IN CONTACT
BF	BLIND FLANGE	NO	NUMBER
BLDG	BUILDING	NTS	NOT TO SCALE
C	CHORD LENGTH	OC	ON CENTER
C TO C	CENTER TO CENTER	OD	OUTSIDE DIAMETER
CB	CHORD BEARING	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
CI	CAST IRON	PE	PLAIN END
CL	CLASS	PG	PAGE
CLR	CLEAR	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PJDI	PUSH-ON JOINT
CO	CLEANOUT		DUCTILE IRON
CONC	CONCRETE	PSF	POUNDS PER FOOT
DI	DUCTILE IRON	PSI	POUNDS PER SQUARE
DIM	DIMENSION		INCH
E	EAST	PUE	PUBLIC UTILITY
EA	EDGE OF ASPHALT		EASEMENT
EG	EXISTING GRADE	PVC	POLYVINYL CHLORIDE
EL	ELEVATION	RCP	REINFORCED CONCRETE
ELEV	ELEVATION		PIPE
EP	EDGE OF PAVEMENT	R	RADIUS
EW	EACH WAY	RT	RIGHT
EX	EXISTING	RJ	RESTRAINED JOINT
FG	FINISH GRADE	S	SOUTH
FL	FIRE HYDRANT	SEC	SECTION
FLG	FLOWLINE	SS	SANITARY SEWER
FT.	FLANGE	STA	STATION
HDPE	FEET	T	TOP
	HIGH DENSITY	TB	THRUST BLOCK
	POLYETHYLENE PIPE	TBA	TO BE ABANDONED
HORIZ	HORIZONTAL	TBC	TOP BACK CURB
HP	HIGH POINT	TC	TOP OF CONCRETE
ID	INSIDE DIAMETER	TYP	TYPICAL
IE	INVERT ELEVATION	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
INV	INVERT		VERTICAL
IR	IRON ROD	VERT	
IRR	IRRIGATION	W	WATER
LT	LEFT	W	WEST
L	LENGTH	W/	WITH
LBS	POUNDS	WWF	WELDED WIRE FABRIC
L.F.	LINEAR FEET		

RECORD OF REVISIONS				

0 1 2

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PRINCIPAL: D. ANDERSON

PROJECT MANAGER: M PIERCE

CHECKED BY: J AMES

DRAWN BY: K FOSTER

DRAWING SCALE: NONE

ISSUE DATE: JANUARY 21, 2022

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION

SMITHFIELD POINTE SUBDIVISION PH3

GENERAL NOTES & ABBREVIATIONS

800 NORTH

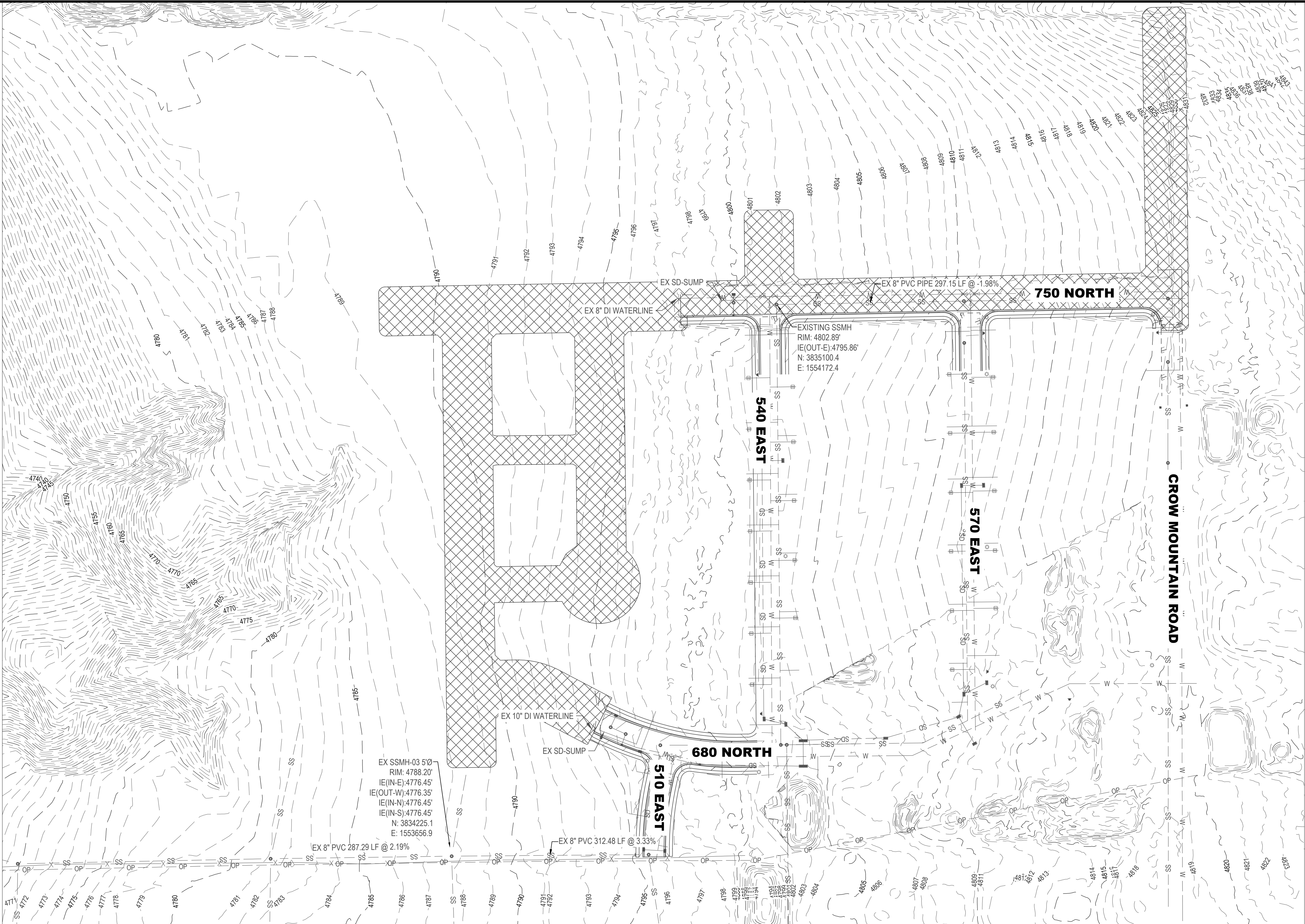
SMITHFIELD, UT

276389
MAY 1
PIERCE
01/21/2022

PROJECT NUMBER: 2019-0440

SHEET: 2 OF 16

SHEET NUMBER: G002



LEGEND

- SS SANITARY SEWER
- SEWER MANHOLE
- SD STORM DRAIN
- SD STORM DRAIN MANHOLE
- SD STORM DRAIN CATCH BASIN
- 4200 MAJOR CONTOUR
- 4201 MINOR CONTOUR
- W CONCRETE PAVEMENT
- WM WATER METER
- FH FIRE HYDRANT
- WV WATER VALVE
- CLEAR AND GRUB BOUNDARY

SHEET NOTES

1. THE ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
2. SANITARY SEWER, STORM DRAIN, CULINARY WATERLINE, AND ROADWAY CONSTRUCTION SHALL COMPLY WITH SMITHFIELD CITY DESIGN STANDARDS & SPECIFICATIONS.
5. UNLESS NOTED AND COORDINATED WITH CITY, CONTRACTOR TO CLEAR AND REMOVE OFF SITE ALL EXISTING STOCKPILED FILL MATERIAL LOCATED WITHIN THE RIGHT OF WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CLEARING, STRIPING, AND GRUBBING. ALL WASTE WILL BE REMOVED FROM SITE AND LEGALLY DISPOSED OF AT CONTRACTORS EXPENSE.
6. CONTRACTOR RESPONSIBLE FOR ALL PERMITS AND FEES REQUIRED FOR THE COMPLETION OF THE WORK AS REQUIRED BY SMITHFIELD CITY.
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8. CONCRETE OR ASPHALT AND ANY EXISTING FEATURES DAMAGED DURING THE COURSE OF DEMOLITION AND CONSTRUCTION SHALL BE REMOVED AND REPLACED IN KIND PRIOR TO FINAL INSPECTION.

RECORD OF REVISIONS			

0 1 2

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PRINCIPAL	D ANDERSON
PROJECT MANAGER	M PIERCE
CHECKED BY	J AMES
DRAWN BY	K FOSTER
DRAWING SCALE	1" = 80'
ISSUE DATE	JANUARY 21, 2022

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
EXISTING CONDITIONS & DEMOLITION PLAN

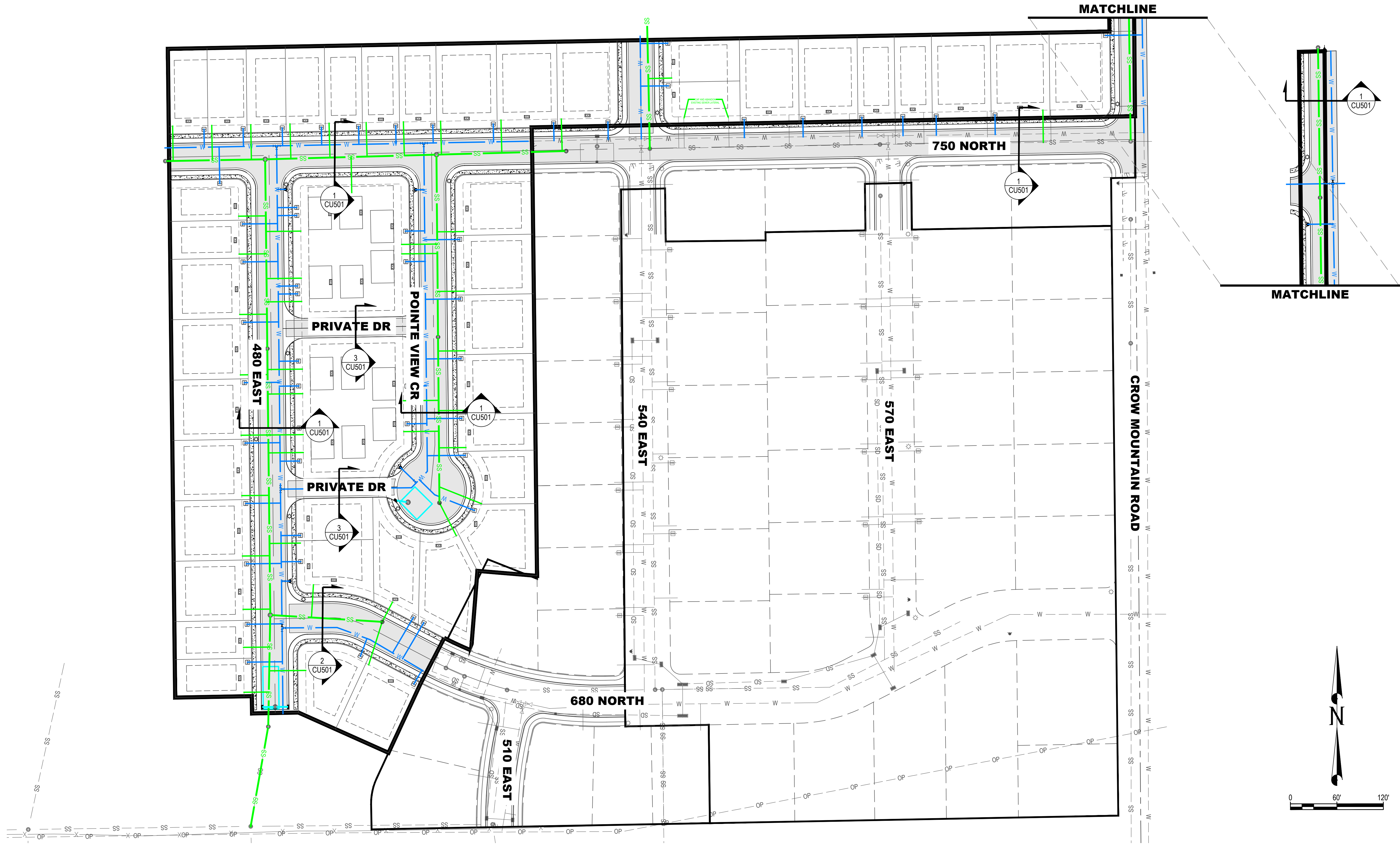
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SMITHFIELD, UT



PROJECT NUMBER		2019-0440
SHEET	OF	16
SHEET NUMBER		CS100

File Path: P:\2019-0440 NBHD Housing Solutions-Smithfield Point Sewer Line Drawings PH3\SHEETS\CU100 OVERALL CIVIL PLAN.dwg Feb 02, 2022 - 4:31pm



RECORD OF REVISIONS			

0 1 2
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PRINCIPAL D. ANDERSON
PROJECT MANAGER M. PIERCE
CHECKED BY J. AMES
DRAWN BY K. FOSTER
DRAWING SCALE 1" = 60'
ISSUE DATE JANUARY 21, 2022

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
OVERALL SUBDIVISION PHASE 3 PLAN

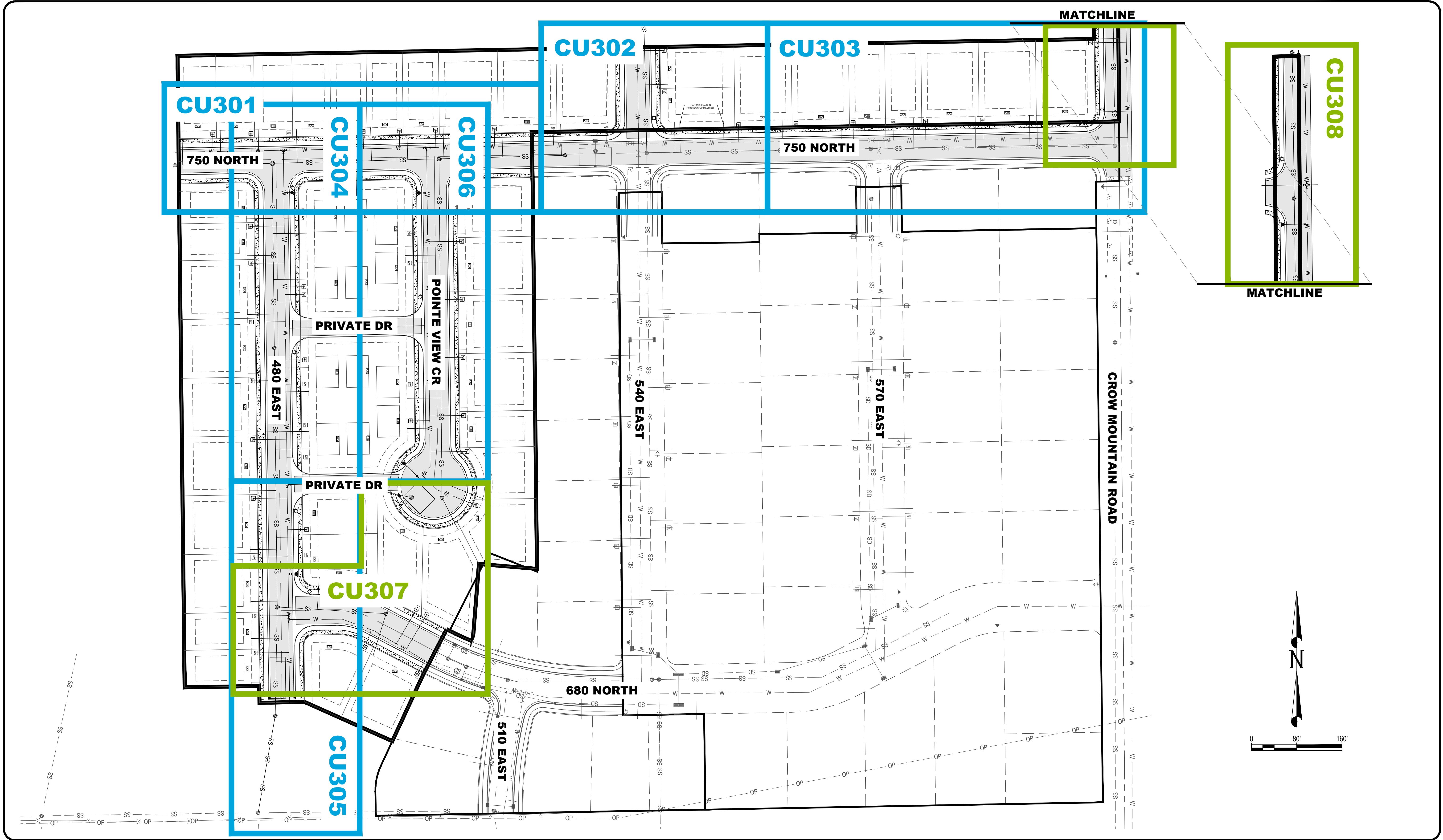
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SMITHFIELD, UT



PROJECT NUMBER 2019-0440	
SHEET 4	OF 16
SHEET NUMBER CU100	

File Path: P:\2019-0440 NBHD Housing Solutions-Smithfield Point Sewer Line Drawings PH3\SHEETS\CU100 OVERALL CIVIL PLAN.dwg Feb 02, 2022 - 4:32pm



RECORD OF REVISIONS			

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PRINCIPAL D. ANDERSON
PROJECT MANAGER M. PIERCE
CHECKED BY J. AMES
DRAWN BY K. FOSTER
DRAWING SCALE 1" = 80'
ISSUE DATE JANUARY 21, 2022

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
KEY SHEET

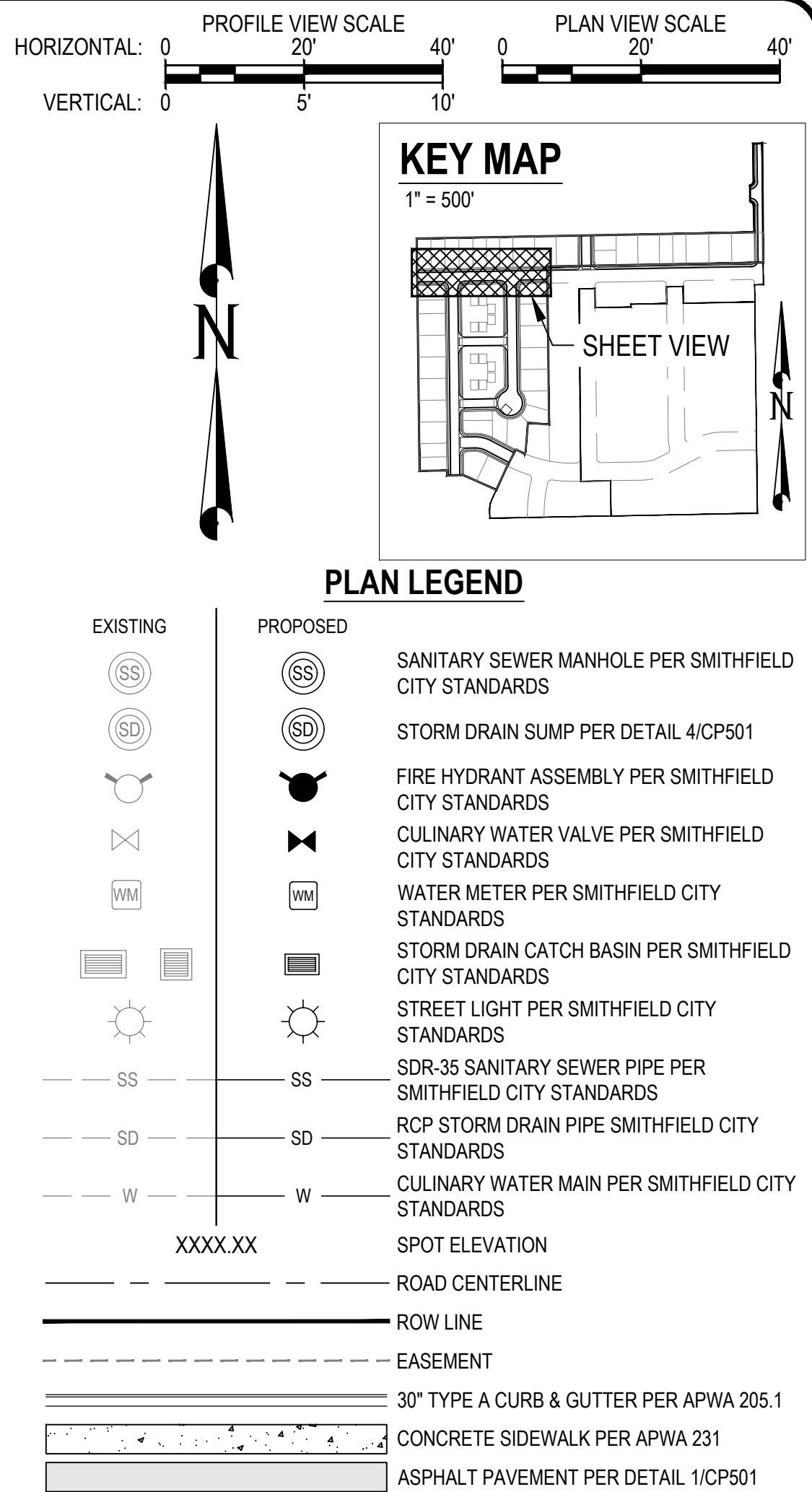
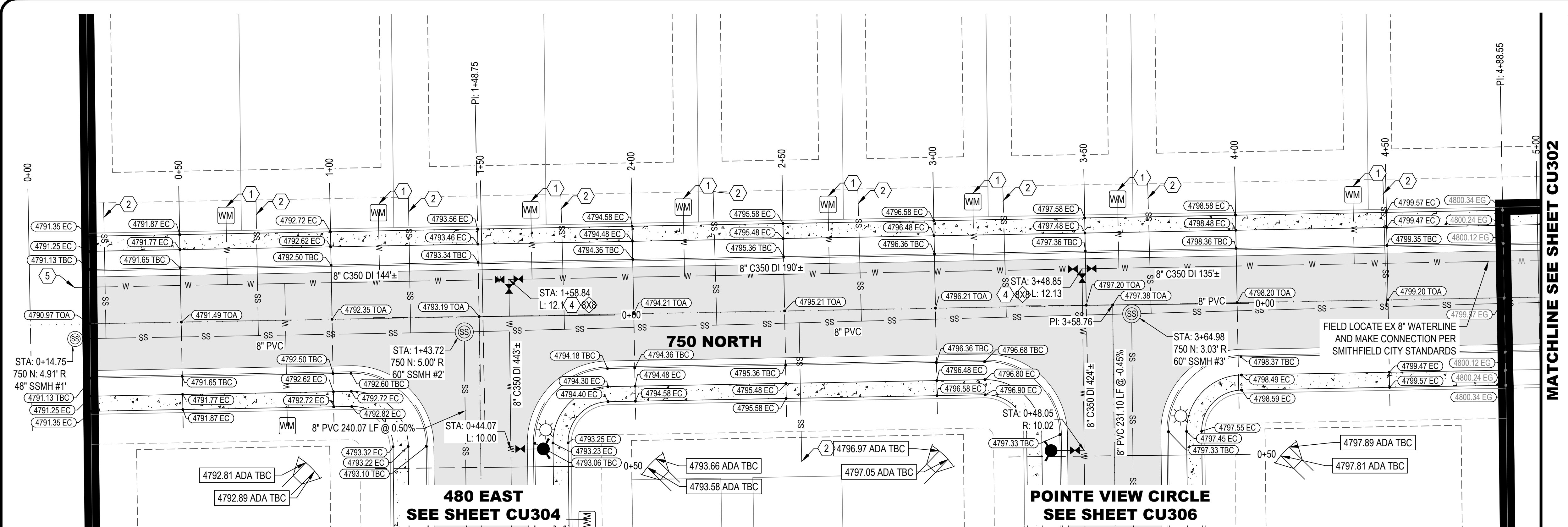
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SMITHFIELD, UT

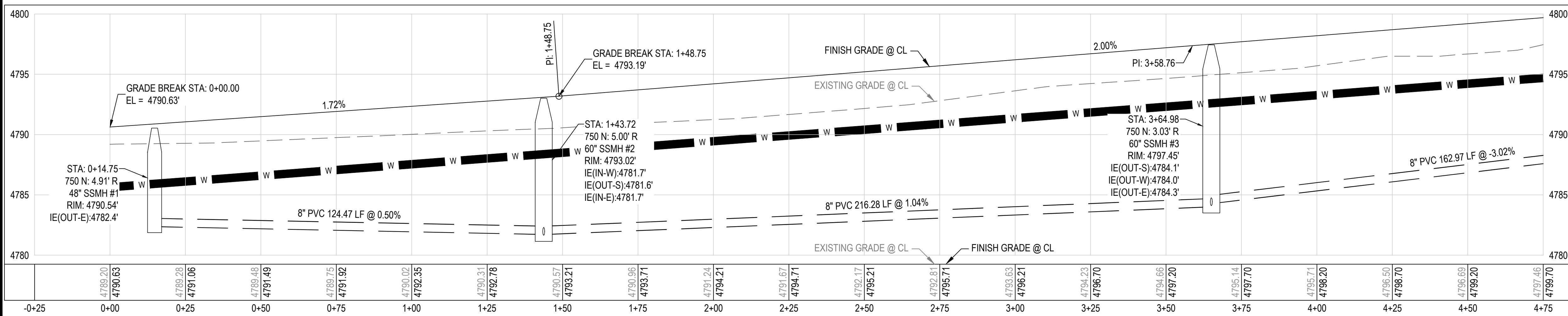


PROJECT NUMBER 2019-0440	
SHEET 5	OF 16
SHEET NUMBER CU300	

File Path: P:\2019-0440 NBHD Housing Solutions-Smithfield Point Sewer Line\Drawings PH3\SHEETS\CU301 PLAN AND PROFILE.DWG
Feb 02, 2022 - 4:32pm



750 N PROFILE



- PLAN KEYED NOTES**
- INDICATES: TEE SIZE; OR BEND ANGLE (EX: 8X8, 8X10; OR 11.25°, 22.5°, 45°, 90°)
 - CULINARY WATER SERVICE LATERAL - 1" TYPE K COPPER PIPE WITH 21" X 36" HDPE METER BARRELS AND WHITE IN COLOR WATER, SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
 - SANITARY SEWER SERVICE LATERAL - 4" SDR35 PVC WITH NOSE ON CONNECTION TO MAIN, SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
 - WATERLINE BEND WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR SIZE AND ANGLE
 - WATERLINE TEE / CROSS WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR TEE SIZE
 - STUB & CAP UTILITY MAIN PER SMITHFIELD CITY STANDARDS

- SHEET NOTES**
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PRINCIPAL
D ANDERSON
PROJECT MANAGER
M PIERCE
CHECKED BY
J AMES
DRAWN BY
K FOSTER
DRAWING SCALE
1" = 20'
ISSUE DATE
JANUARY 21, 2022

C

R

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
750 NORTH
STA: -0+25 TO STA: 4+75

800 NORTH

SMITHFIELD, UT

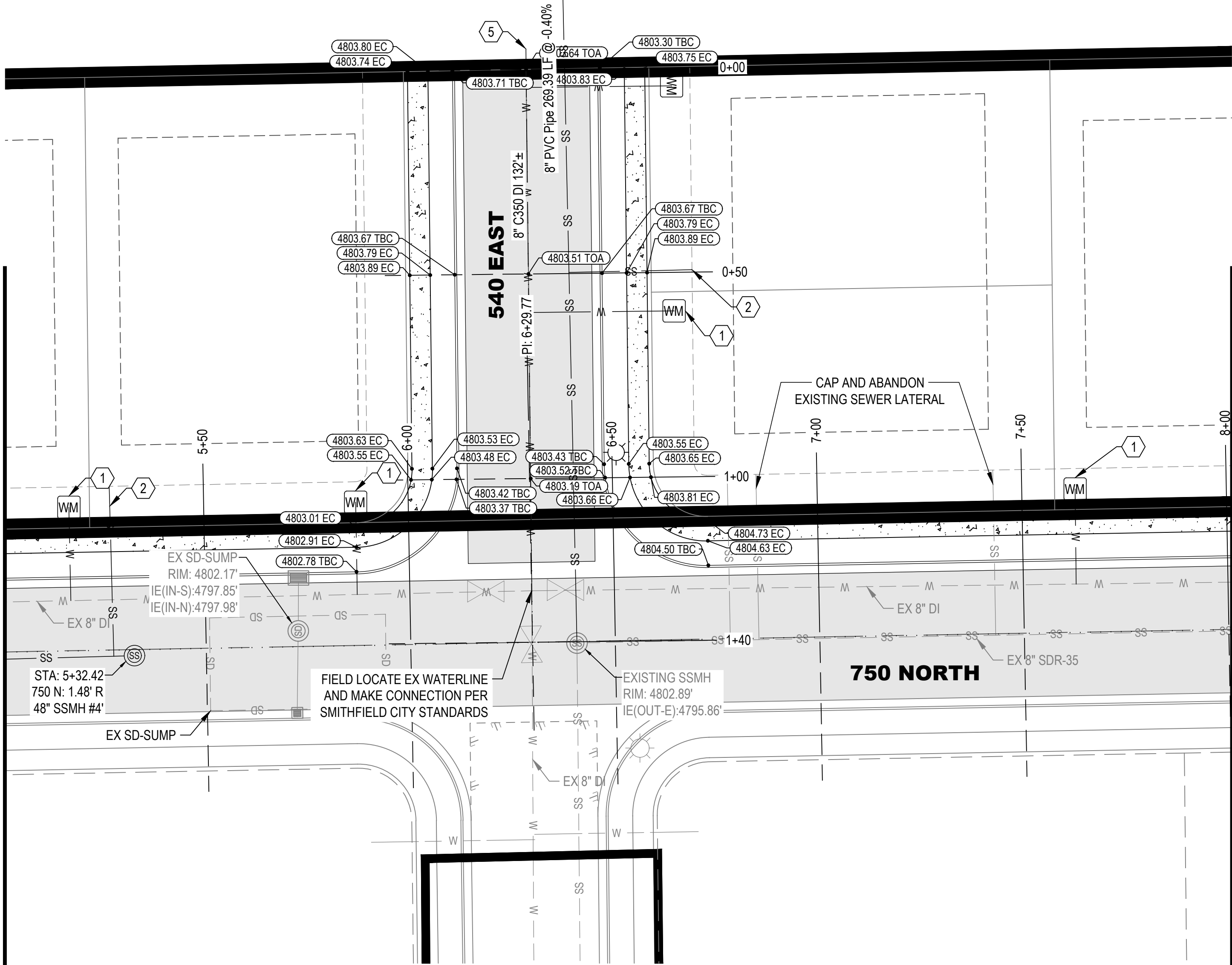
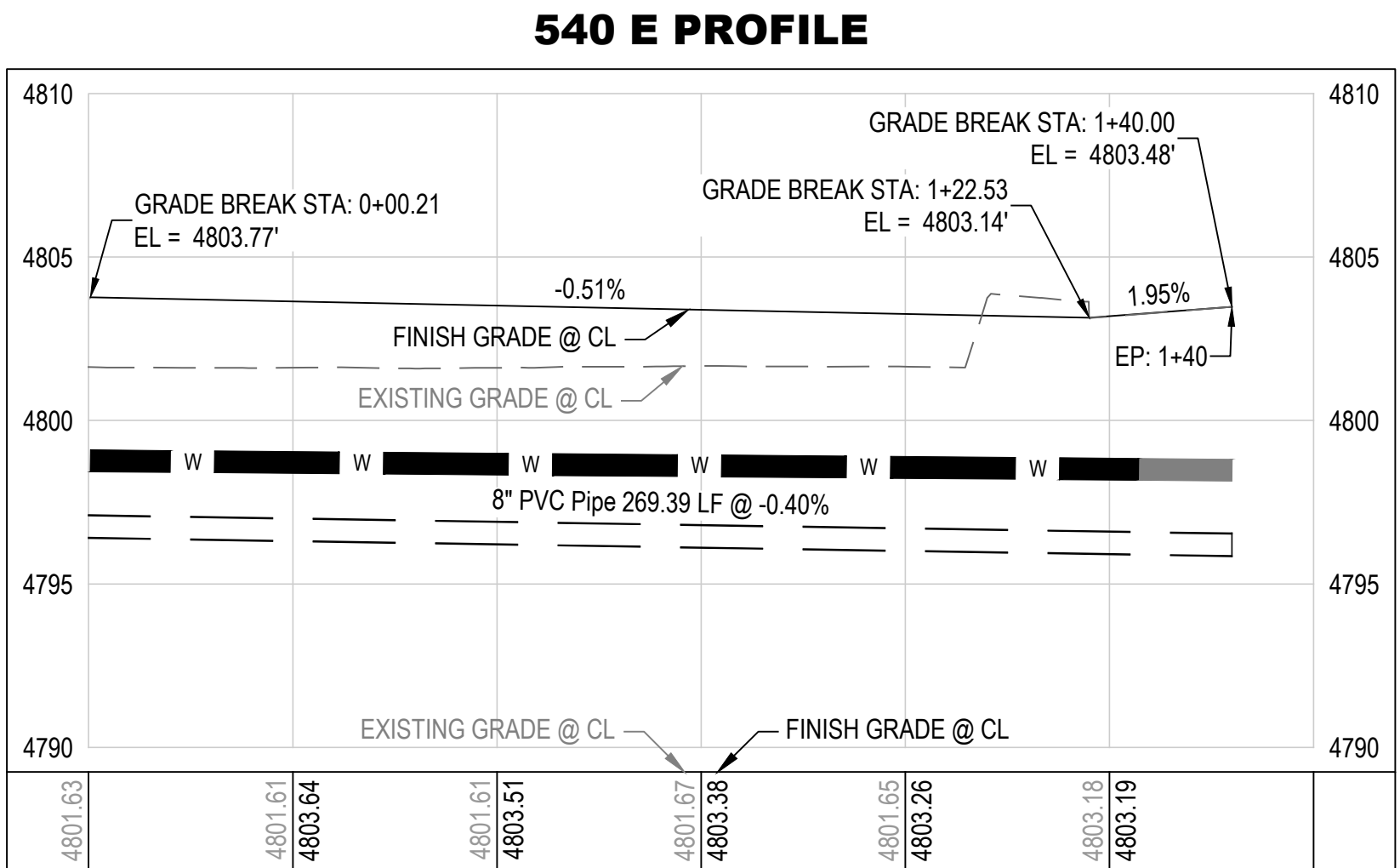
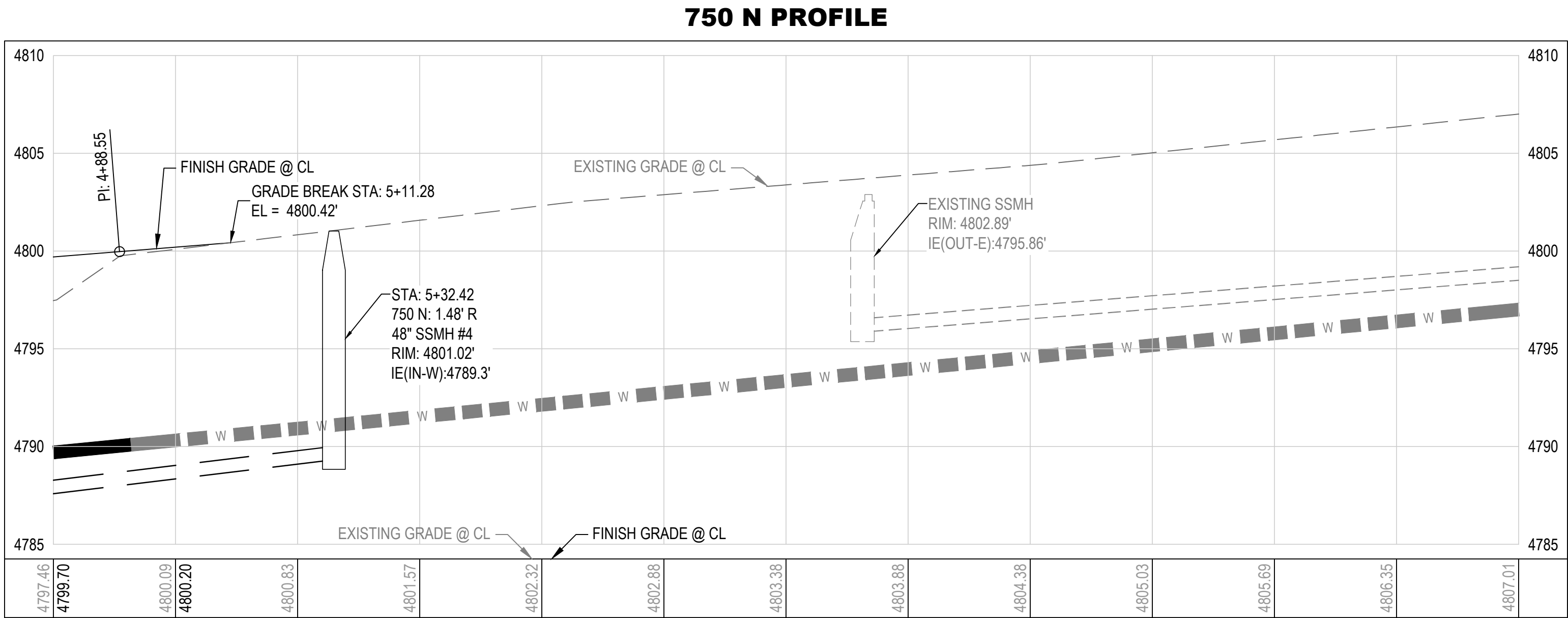
276389
MAY 1
PIERCE
01/21/2022
STATE OF UTAH

PROFESSIONAL ENGINEER

PROJ. NUMBER
2019-0440
SHEET
6 OF 16
SHEET NUMBER
CU301

MATCHLINE SEE SHEET CU301

MATCHLINE SEE SHEET CU303



HORIZONTAL: 0 20' 40' PROFILE VIEW SCALE
VERTICAL: 0 5' 10' PLAN VIEW SCALE

KEY MAP
1" = 500'

PLAN LEGEND

EXISTING	PROPOSED	
SS	SS	SANITARY SEWER MANHOLE PER SMITHFIELD CITY STANDARDS
SD	SD	STORM DRAIN SUMP PER DETAIL 4/CP501
W	W	FIRE HYDRANT ASSEMBLY PER SMITHFIELD CITY STANDARDS
W	W	CULINARY WATER VALVE PER SMITHFIELD CITY STANDARDS
W	W	WATER METER PER SMITHFIELD CITY STANDARDS
W	W	STORM DRAIN CATCH BASIN PER SMITHFIELD CITY STANDARDS
W	W	STREET LIGHT PER SMITHFIELD CITY STANDARDS
W	W	SDR-35 SANITARY SEWER PIPE PER SMITHFIELD CITY STANDARDS
W	W	RCP STORM DRAIN PIPE SMITHFIELD CITY STANDARDS
W	W	CULINARY WATER MAIN PER SMITHFIELD CITY STANDARDS
XXXX.XX	XXXX.XX	SPOT ELEVATION
---	---	ROAD CENTERLINE
---	---	ROW LINE
---	---	EASEMENT
---	---	30" TYPE A CURB & GUTTER PER APWA 205.1
---	---	CONCRETE SIDEWALK PER APWA 231
---	---	ASPHALT PAVEMENT PER DETAIL 1/CP501

PLAN KEYED NOTES

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SHEET NOTES

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PRINCIPAL
D ANDERSON
PROJECT MANAGER
M PIERCE
CHECKED BY
J AMES
DRAWN BY
K FOSTER
DRAWING SCALE
1" = 20'
ISSUE DATE
JANUARY 21, 2022

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
750 NORTH & 540 EAST
STA: 4+75 TO STA: 7+75 & STA: 0+00 TO STA: 1+50

800 NORTH

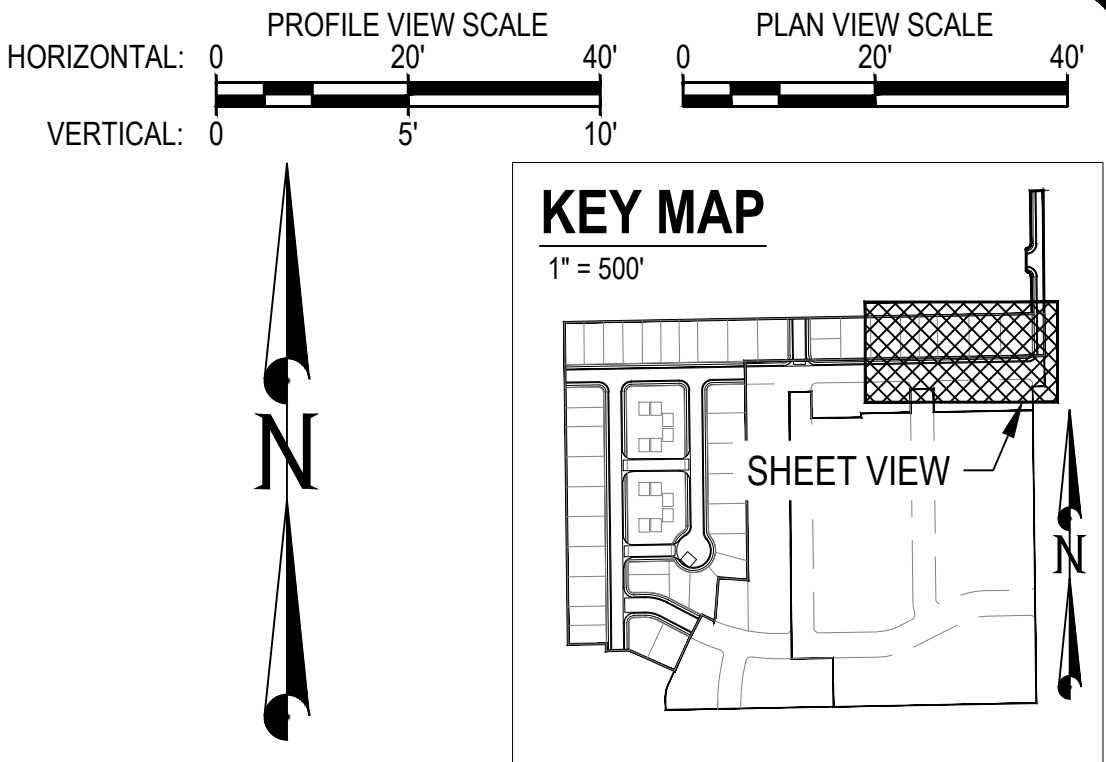
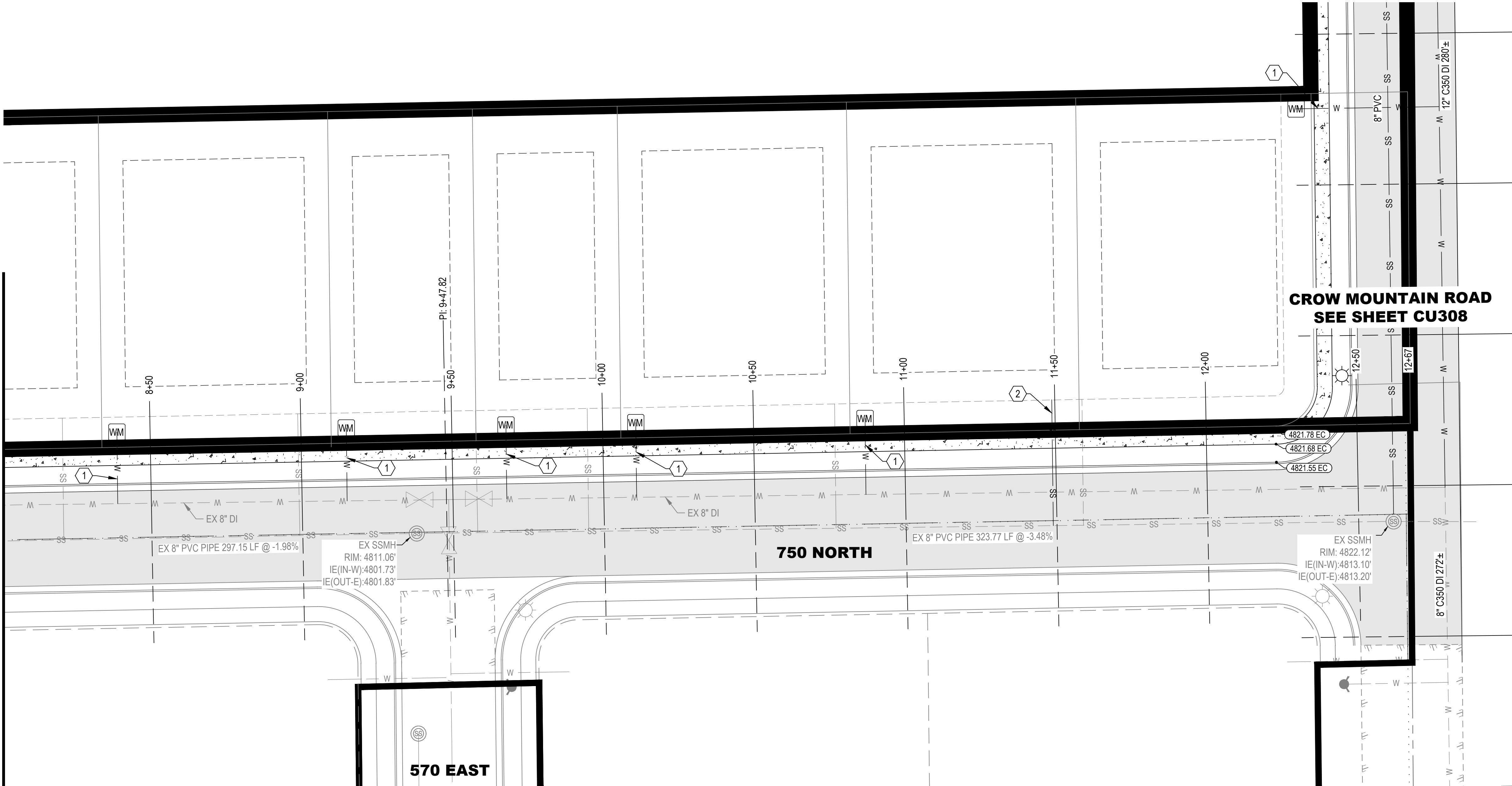
SMITHFIELD, UT

















PROJECT NUMBER 2019-0440	
SHEET 7	OF 16
SHEET NUMBER CU302	

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MATCHLINE SEE SHEET CU302



PLAN LEGEND		
EXISTING		PROPOSED
		 SANITARY SEWER MANHOLE PER SMITHFIELD CITY STANDARDS
		 STORM DRAIN SUMP PER DETAIL 4/CP501
		 FIRE HYDRANT ASSEMBLY PER SMITHFIELD CITY STANDARDS
		 CULINARY WATER VALVE PER SMITHFIELD CITY STANDARDS
		 WATER METER PER SMITHFIELD CITY STANDARDS
		 STORM DRAIN CATCH BASIN PER SMITHFIELD CITY STANDARDS
		 STREET LIGHT PER SMITHFIELD CITY STANDARDS
SS		SS SDR-35 SANITARY SEWER PIPE PER SMITHFIELD CITY STANDARDS
SD		SD RCP STORM DRAIN PIPE SMITHFIELD CITY STANDARDS
W		W CULINARY WATER MAIN PER SMITHFIELD CITY STANDARDS
XXXX.XX		SPOT ELEVATION
		ROAD CENTERLINE
		ROW LINE
		EASEMENT
		30" TYPE A CURB & GUTTER PER APWA 205.1
		CONCRETE SIDEWALK PER APWA 231
		ASPHALT PAVEMENT PER DETAIL 1/CP501

- PLAN KEYED NOTES**
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0 1 2
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PRINCIPAL
D ANDERSON
PROJECT MANAGER
M PIERCE
CHECKED BY
J AMES
DRAWN BY
K FOSTER
DRAWING SCALE
1" = 20'
ISSUE DATE
JANUARY 21, 2022

C

R

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NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
750 NORTH
STA: 7+75 TO STA: 12+50

800 NORTH

276389
MAX L
PIERCE
01/21/2022
STATE OF UTAH

SMITHFIELD, UT

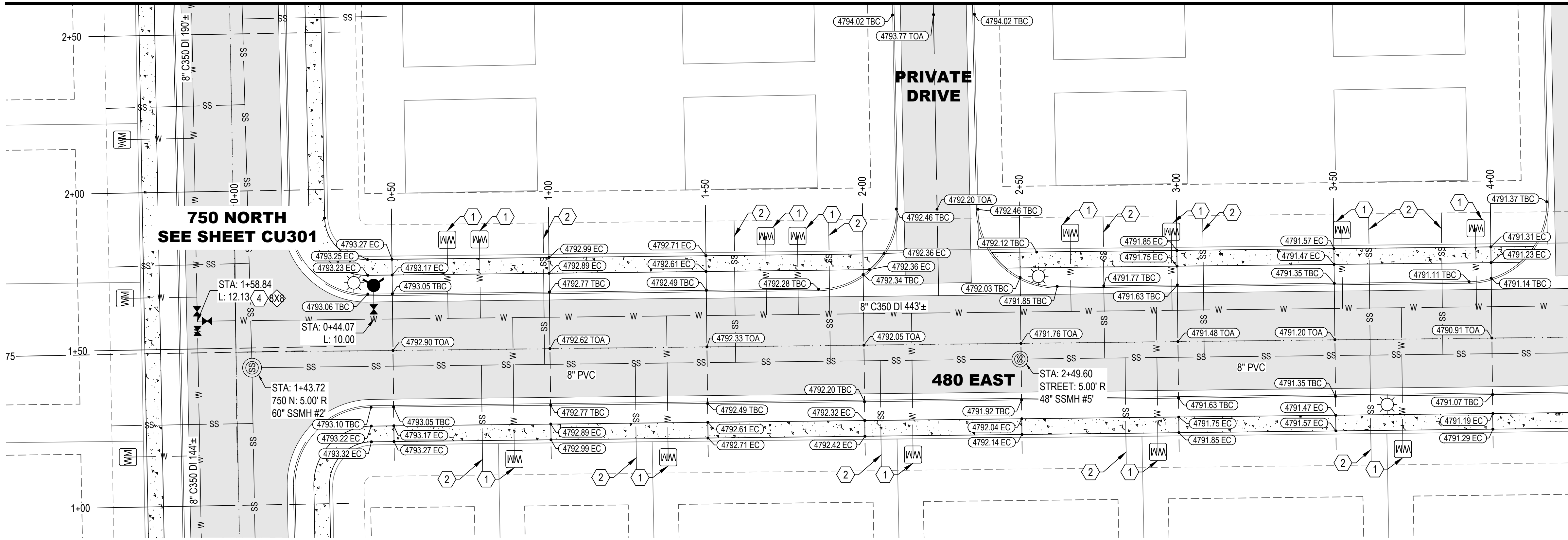
PROJECT NUMBER
2019-0440

SHEET
8 OF
16

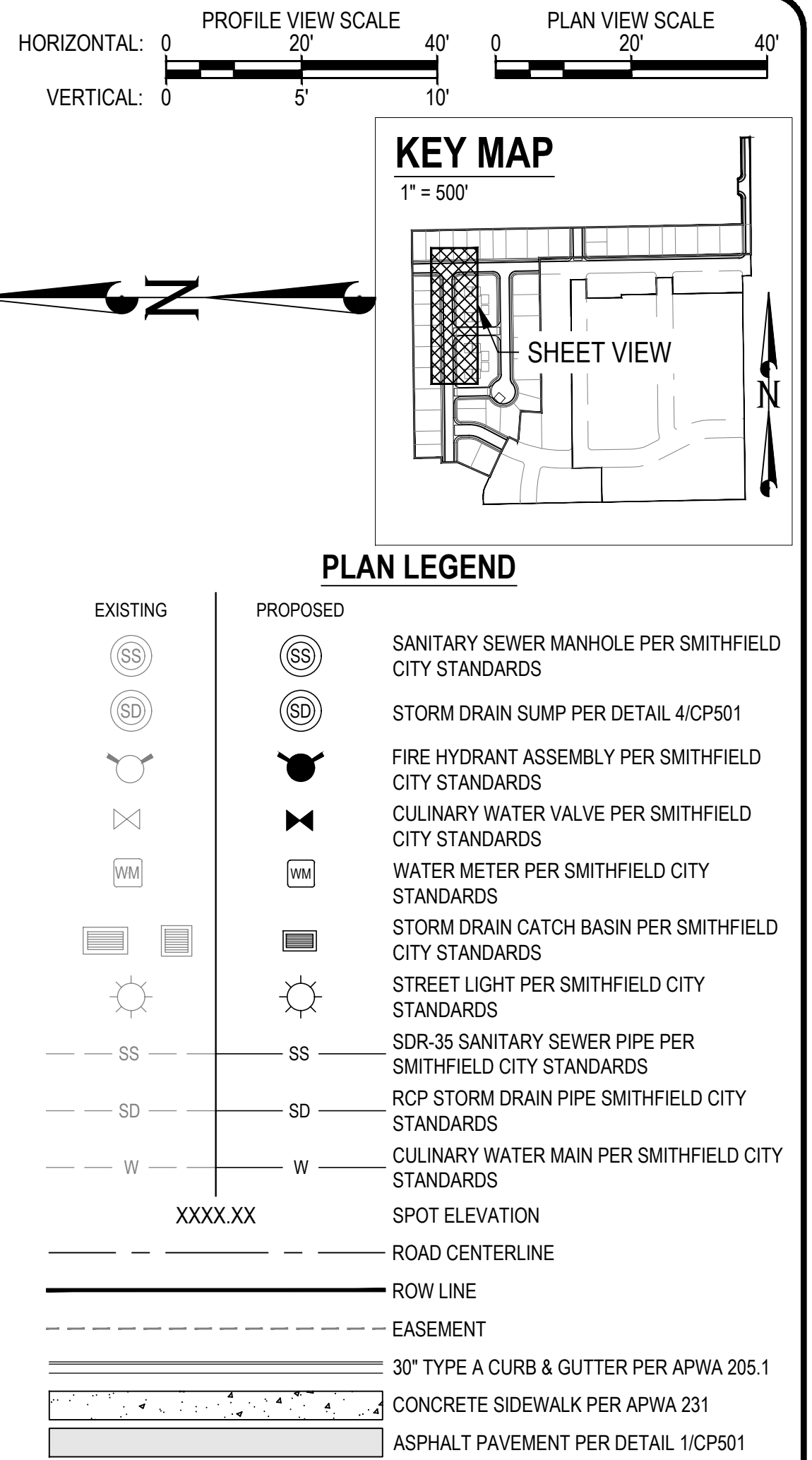
SHEET NUMBER
CU303

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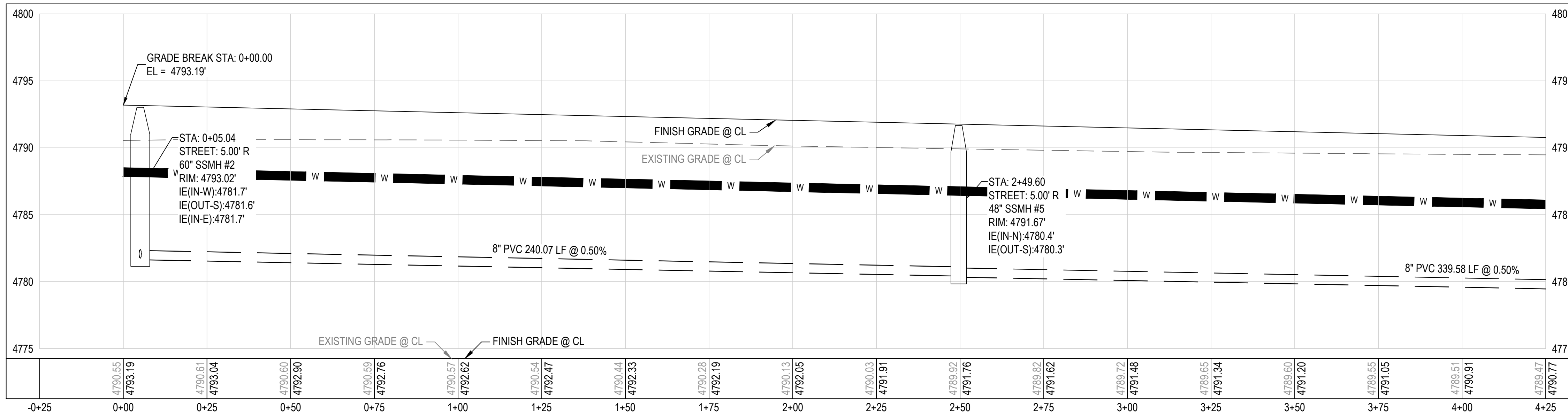
MATCHLINE SEE SHEET CU306



MATCHLINE SEE SHEET CU305



STREET PROFILE



PLAN KEYED NOTES

- INDICATES: TEE SIZE; OR BEND ANGLE (EX: 8X8, 8X10; OR 11.25°, 22.5°, 45°, 90°)
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- ALL WATER SYSTEM COMPONENTS SHALL BE INSTALLED, PRESSURE TESTED, AND CHLORINATED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION.
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- CONCRETE OR ASPHALT AND ANY EXISTING FEATURES DAMAGED DURING THE COURSE OF DEMOLITION AND CONSTRUCTION SHALL BE REMOVED AND REPLACED IN KIND PRIOR TO FINAL INSPECTION.

RECORD OF REVISIONS	

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PRINCIPAL
D ANDERSON
PROJECT MANAGER
M PIERCE
CHECKED BY
J AMES
DRAWN BY
K FOSTER
DRAWING SCALE
1" = 20'
ISSUE DATE
JANUARY 21, 2022

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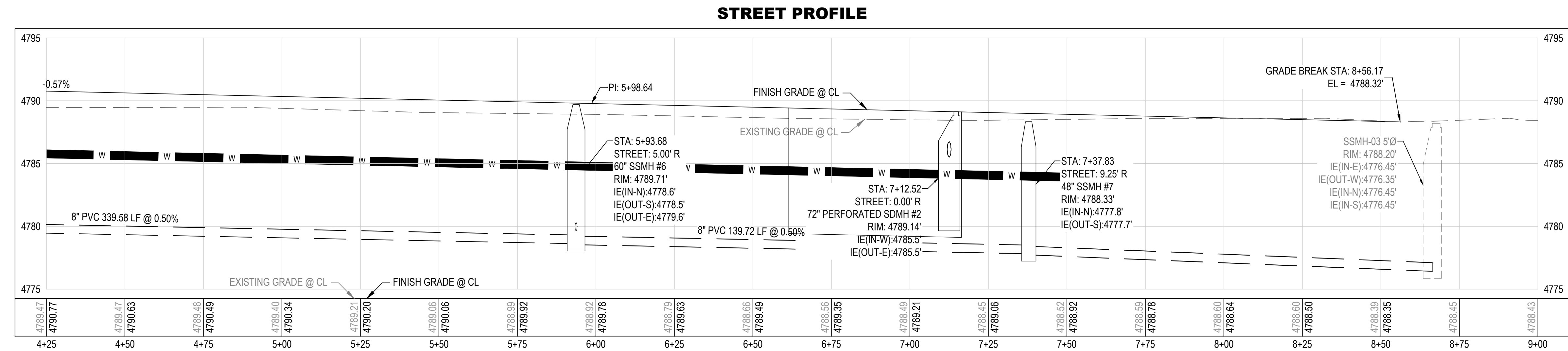
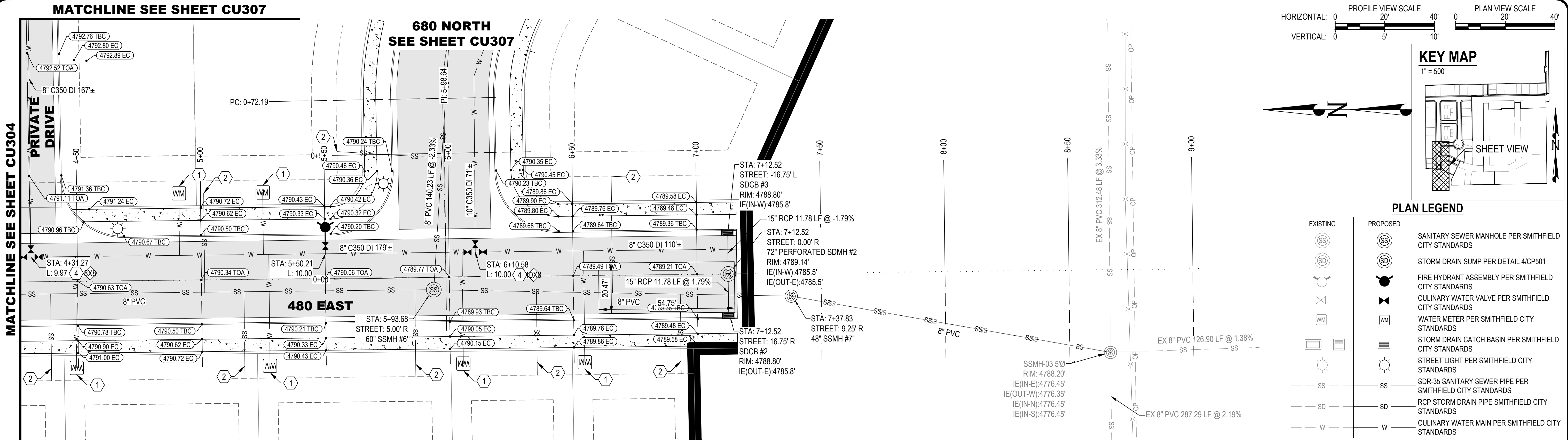
NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
480 EAST
STA: -0+25 TO STA: 4+25

800 NORTH
SMITHFIELD, UT



PROJECT NUMBER 2019-0440	
SHEET 9	OF 16
SHEET NUMBER CU304	

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RECORD OF REVISIONS	

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PRINCIPAL
D ANDERSON

PROJECT MANAGER
M PIERCE

CHECKED BY
J AMES

DRAWN BY
K FOSTER

DRAWING SCALE
1" = 20'

ISSUE DATE
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ROAD PLAN & PROFILE
480 EAST
STA: 4+25 TO STA: 9+00

800 NORTH

SMITHFIELD, UT

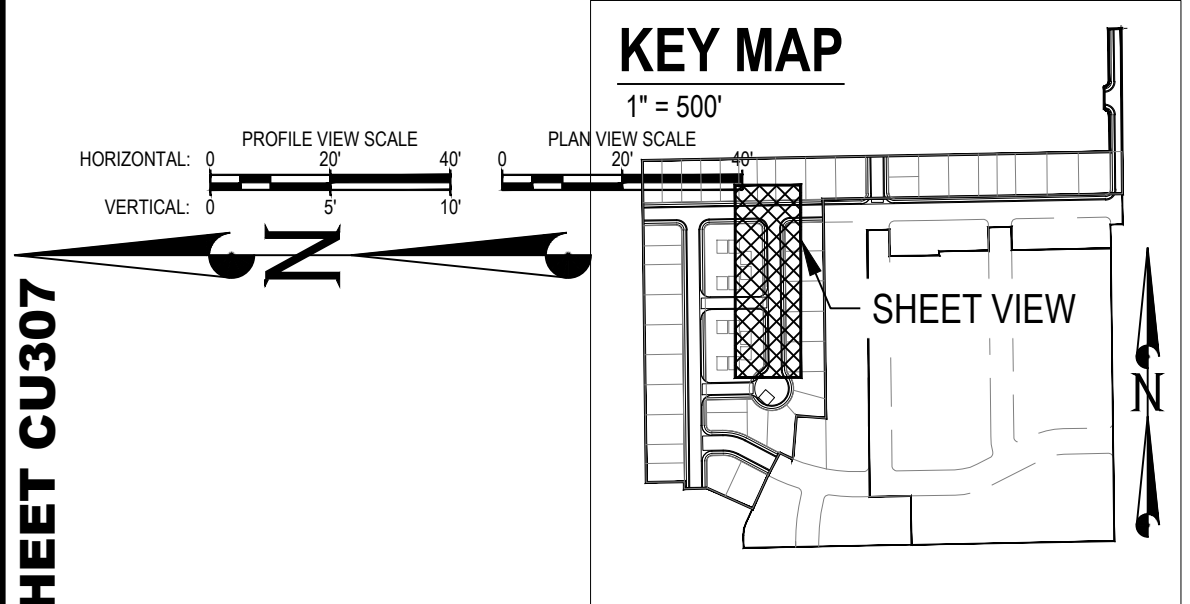
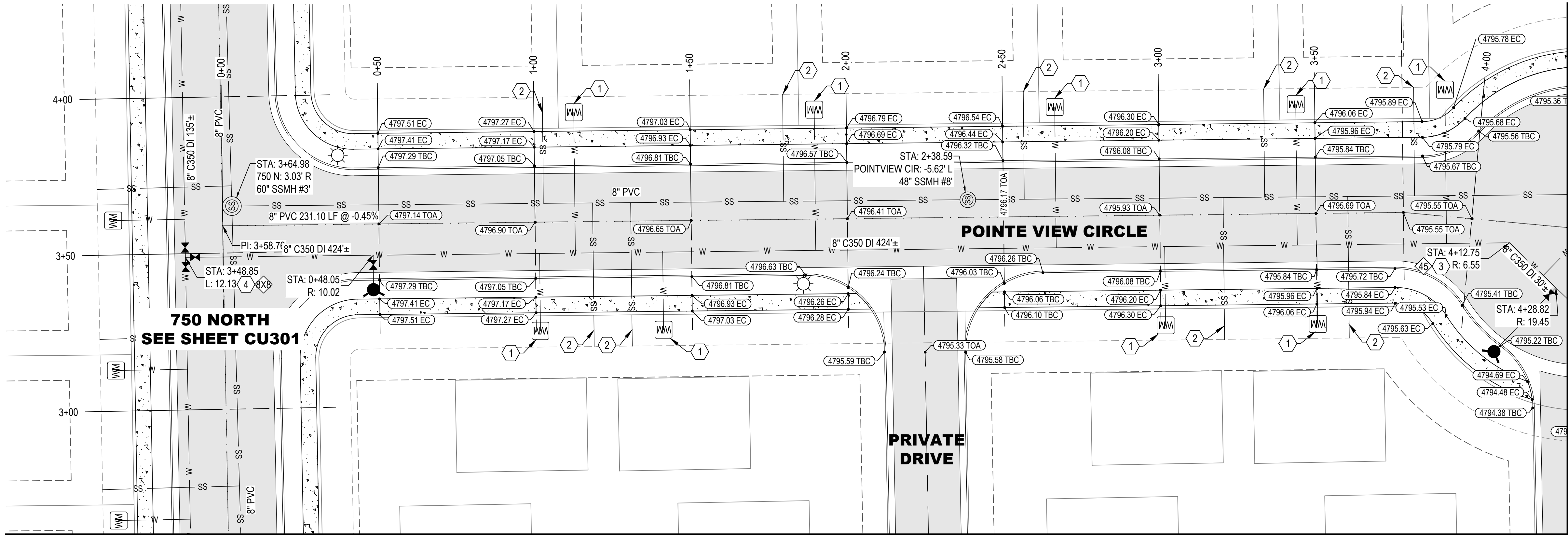


PROJECT NUMBER
2019-0440

SHEET
10 OF 16

SHEET NUMBER
CU305

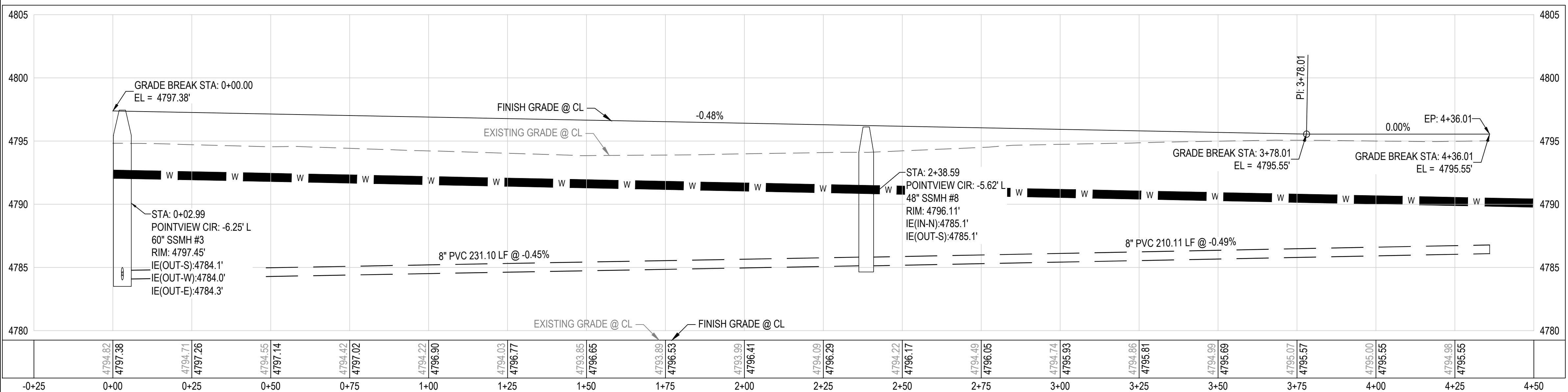
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- PLAN LEGEND**
- EXISTING: 1. SANITARY SEWER MANHOLE PER SMITHFIELD CITY STANDARDS, 2. STORM DRAIN SLUMP PER DETAIL 4/CP501, 3. FIRE HYDRANT ASSEMBLY PER SMITHFIELD CITY STANDARDS, 4. CULINARY WATER VALVE PER SMITHFIELD CITY STANDARDS, 5. WATER METER PER SMITHFIELD CITY STANDARDS, 6. STORM DRAIN CATCH BASIN PER SMITHFIELD CITY STANDARDS, 7. STREET LIGHT PER SMITHFIELD CITY STANDARDS, 8. SDR-35 SANITARY SEWER PIPE PER SMITHFIELD CITY STANDARDS, 9. RCP STORM DRAIN PIPE PER SMITHFIELD CITY STANDARDS, 10. CULINARY WATER MAIN PER SMITHFIELD CITY STANDARDS, 11. SPOT ELEVATION, 12. ROAD CENTERLINE, 13. ROW LINE, 14. EASEMENT, 15. 30" TYPE A CURB & GUTTER PER APWA 205.1, 16. CONCRETE SIDEWALK PER APWA 231, 17. ASPHALT PAVEMENT PER DETAIL 1/CP501
- PROPOSED: 1. SANITARY SEWER MANHOLE PER SMITHFIELD CITY STANDARDS, 2. STORM DRAIN SLUMP PER DETAIL 4/CP501, 3. FIRE HYDRANT ASSEMBLY PER SMITHFIELD CITY STANDARDS, 4. CULINARY WATER VALVE PER SMITHFIELD CITY STANDARDS, 5. WATER METER PER SMITHFIELD CITY STANDARDS, 6. STORM DRAIN CATCH BASIN PER SMITHFIELD CITY STANDARDS, 7. STREET LIGHT PER SMITHFIELD CITY STANDARDS, 8. SDR-35 SANITARY SEWER PIPE PER SMITHFIELD CITY STANDARDS, 9. RCP STORM DRAIN PIPE PER SMITHFIELD CITY STANDARDS, 10. CULINARY WATER MAIN PER SMITHFIELD CITY STANDARDS, 11. SPOT ELEVATION, 12. ROAD CENTERLINE, 13. ROW LINE, 14. EASEMENT, 15. 30" TYPE A CURB & GUTTER PER APWA 205.1, 16. CONCRETE SIDEWALK PER APWA 231, 17. ASPHALT PAVEMENT PER DETAIL 1/CP501
- PLAN KEYED NOTES**
1. INDICATES: TEE SIZE, OR BEND ANGLE (EX: 808, 8010, OR 11.25", 22.5", 45", 90")
2. CULINARY WATER SERVICE LATERAL - 1" TYPE K COPPER PIPE WITH 21" X 36" HOPE METER BARRELS AND WHITE IN COLOR WATER SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
3. SANITARY SEWER SERVICE LATERAL - 4" SDR35 PVC WITH NOSE ON CONNECTION TO MAIN SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
4. WATERLINE BEND WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR SIZE AND ANGLE
5. WATERLINE TEE / CROSS WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR TEE SIZE
6. STUB & CAP UTILITY MAIN PER SMITHFIELD CITY STANDARDS

MATCHLINE SEE SHEET CU304

POINTVIEW CIR PROFILE



- SHEET NOTES**
1. THE ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
2. SANITARY SEWER, STORM DRAIN, CULINARY WATERLINE, AND ROADWAY CONSTRUCTION SHALL COMPLY WITH SMITHFIELD CITY DESIGN STANDARDS & SPECIFICATIONS.
3. ALL WATERLINES TO HAVE A MINIMUM COVER OF 5'
4. ALL WATER SYSTEM COMPONENTS SHALL BE INSTALLED, PRESSURE TESTED, AND CALIBRATED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION.
5. UNLESS NOTED AND COORDINATED WITH CITY, CONTRACTOR TO CLEAR AND REMOVE OFF SITE ALL EXISTING STOCKPILED FILL MATERIAL LOCATED WITHIN THE RIGHT OF WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CLEARING, STRIPPING, AND GRUBBING. ALL WASTE WILL BE REMOVED FROM SITE AND LEGALLY DISPOSED OF AT CONTRACTORS EXPENSE.
6. CONTRACTOR RESPONSIBLE FOR ALL PERMITS AND FEES REQUIRED FOR THE COMPLETION OF THE WORK AS REQUIRED BY SMITHFIELD CITY.
7. ALL COMPACTION SHALL COMPLY WITH APWA SECTION 31.23.26 TO A MINIMUM DENSITY OF 95% MAX LIFTS BEFORE COMPACTION IS 8 INCHES WHILE USING ROLLING EQUIPMENT AND 6 INCHES IF USING HAND COMPACTION EQUIPMENT.
8. CONCRETE OR ASPHALT AND ANY EXISTING FEATURES DAMAGED DURING THE COURSE OF DEMOLITION AND CONSTRUCTION SHALL BE REMOVED AND REPLACED IN KIND PRIOR TO FINAL INSPECTION.

RECORD OF REVISIONS	

0 1 2

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PRINCIPAL
D ANDERSON

PROJECT MANAGER
M PIERCE

CHECKED BY
J AMES

DRAWN BY
K FOSTER

DRAWING SCALE
1" = 20'

ISSUE DATE
JANUARY 21, 2022

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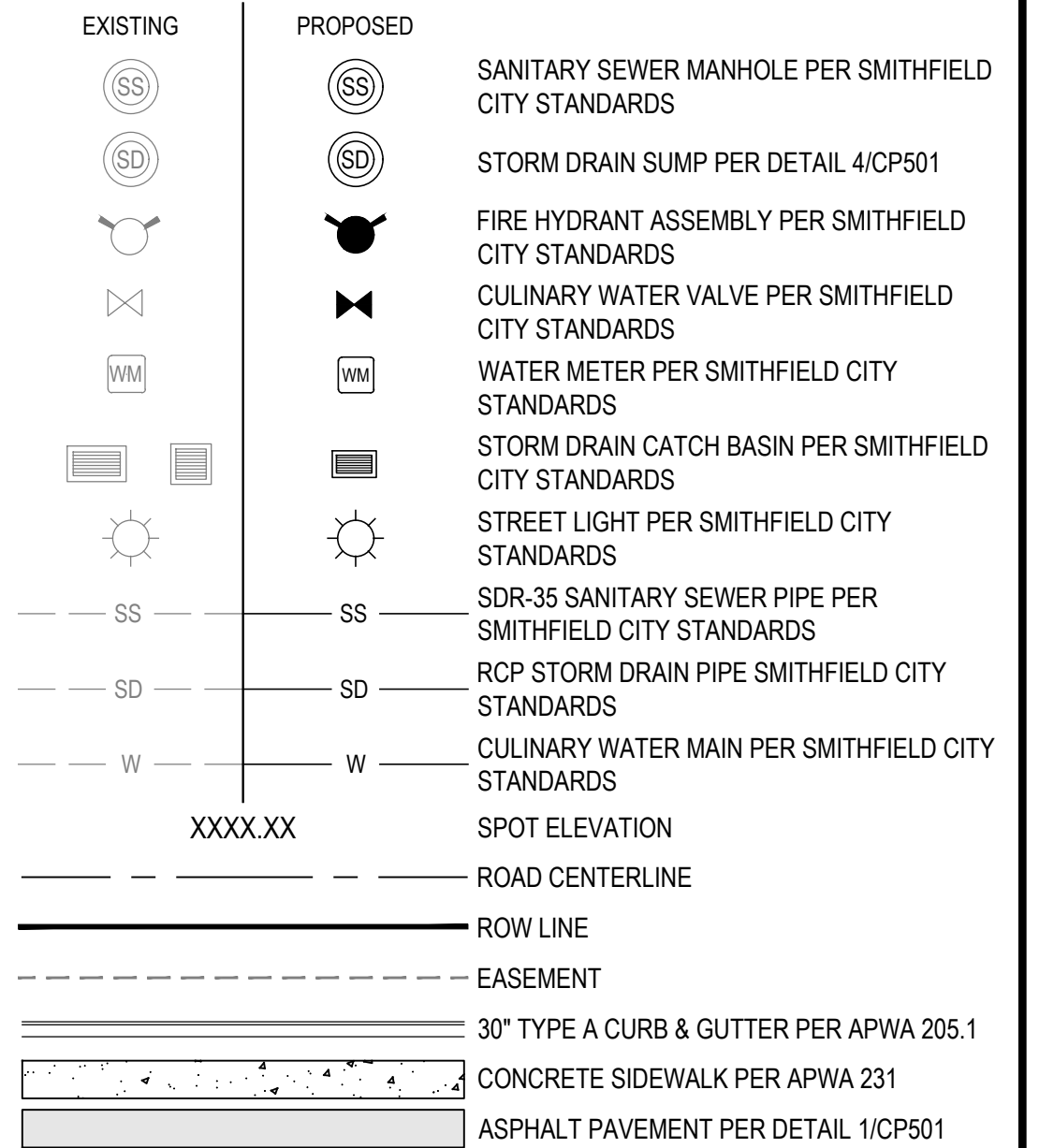
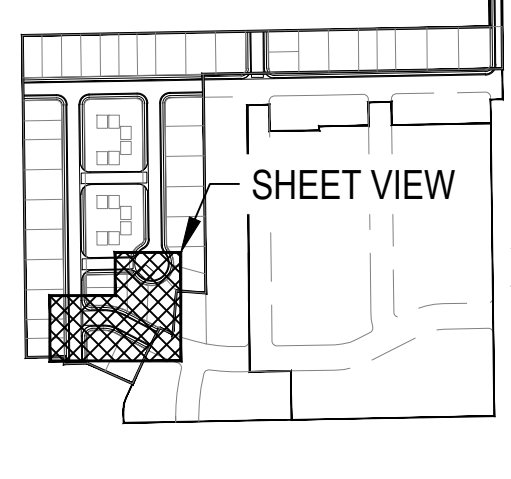
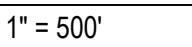
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SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
POINTE VIEW CIRCLE
STA: -0+25 TO STA: 4+75

800 NORTH



PROJECT NUMBER 2019-0440	
SHEET 11	OF 16
SHEET NUMBER CU306	

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PRINCIPAL
D ANDERSON
PROJECT MANAGER
M PIERCE
CHECKED BY
J AMES
DRAWN BY
K FOSTER
DRAWING SCALE
1" = 20'
ISSUE DATE
JANUARY 21, 2022

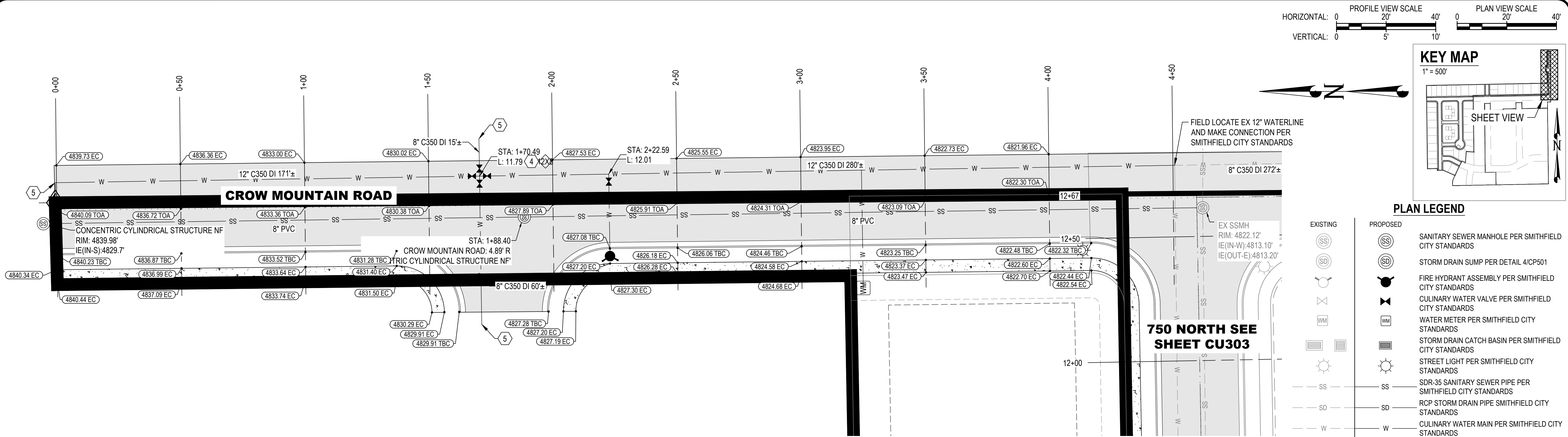


NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
680 NORTH
STA: 0+00 TO STA: 2+25

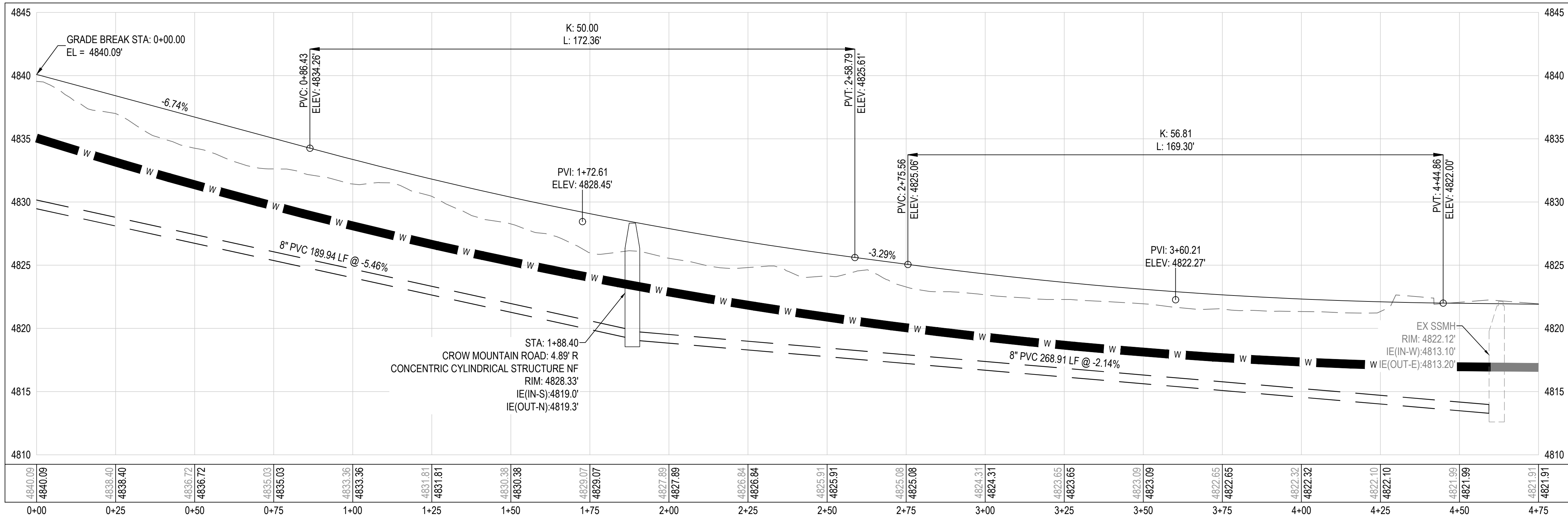


PROJECT NUMBER	
2019-0440	
SHEET	OF
12	16
SHEET NUMBER	
CU307	

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CROW MOUNTAIN ROAD PROFILE



PLAN KEYED NOTES

- INDICATES: TEE SIZE; OR BEND ANGLE (EX: 8X8, 8X10; OR 11.25°, 22.5°, 45°, 90°)
- 1 CULINARY WATER SERVICE LATERAL - 1" TYPE K COPPER PIPE WITH 21" X 36" HDPE METER BARRELS AND WHITE IN COLOR WATER, SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
- 2 SANITARY SEWER SERVICE LATERAL - 4" SDR35 PVC WITH NOSE ON CONNECTION TO MAIN, SERVICE TO EXTEND 10' INSIDE LOT LINE WITH A 2X4 MARKING THE LATERAL END
- 3 WATERLINE BEND WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR SIZE AND ANGLE
- 4 WATERLINE TEE / CROSS WITH THRUST BLOCK PER SMITHFIELD CITY STANDARDS - SEE PLAN FOR TEE SIZE
- 5 STUB & CAP UTILITY MAIN PER SMITHFIELD CITY STANDARDS

SHEET NOTES

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RECORD OF REVISIONS			

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PRINCIPAL
D ANDERSON

PROJECT MANAGER
M PIERCE

CHECKED BY
J AMES

DRAWN BY
K FOSTER

DRAWING SCALE
1" = 20'

ISSUE DATE
JANUARY 21, 2022

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SMITHFIELD POINTE SUBDIVISION PH3
ROAD PLAN & PROFILE
CROW MOUNTAIN ROAD
STA: 0+00 TO STA: 4+75

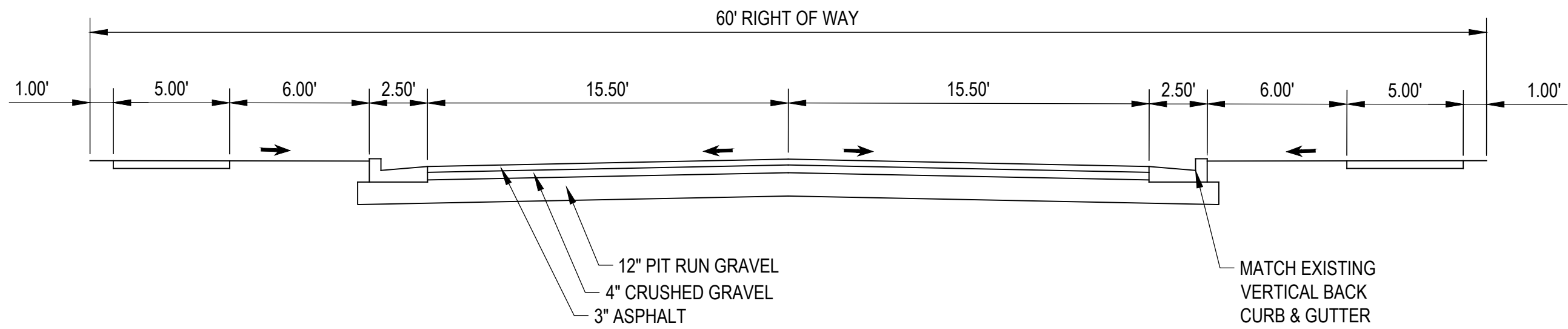
800 NORTH

SMITHFIELD, UT

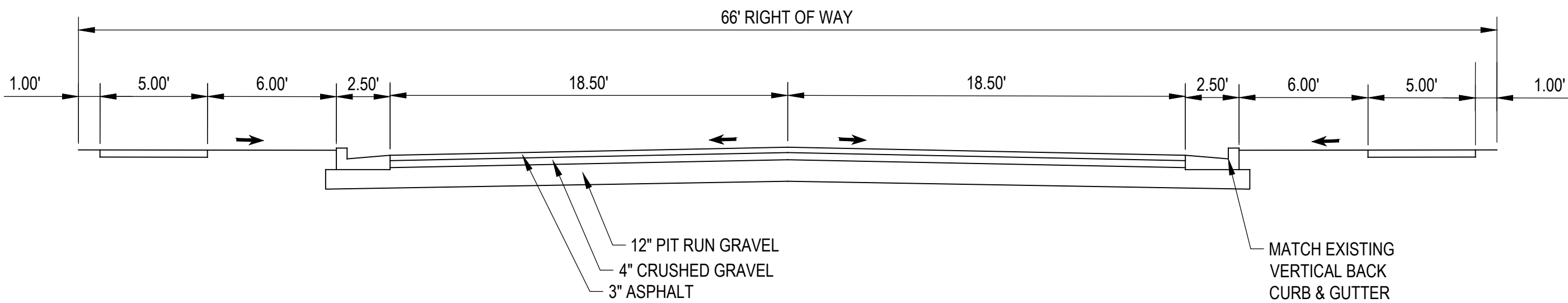


PROJECT NUMBER 2019-0440	
SHEET 13	OF 16
SHEET NUMBER CU308	

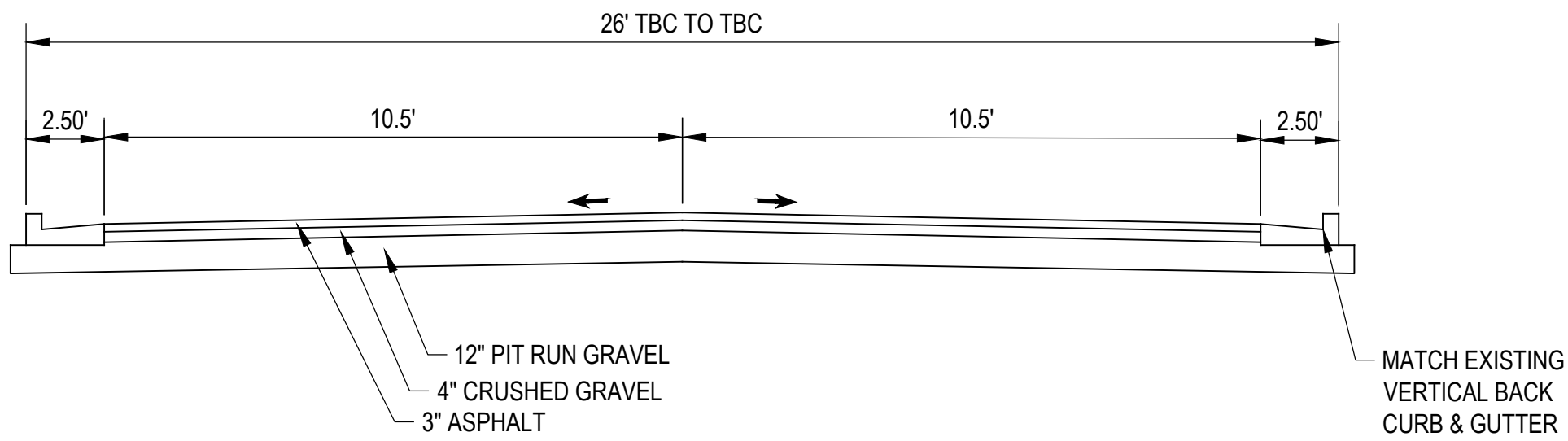
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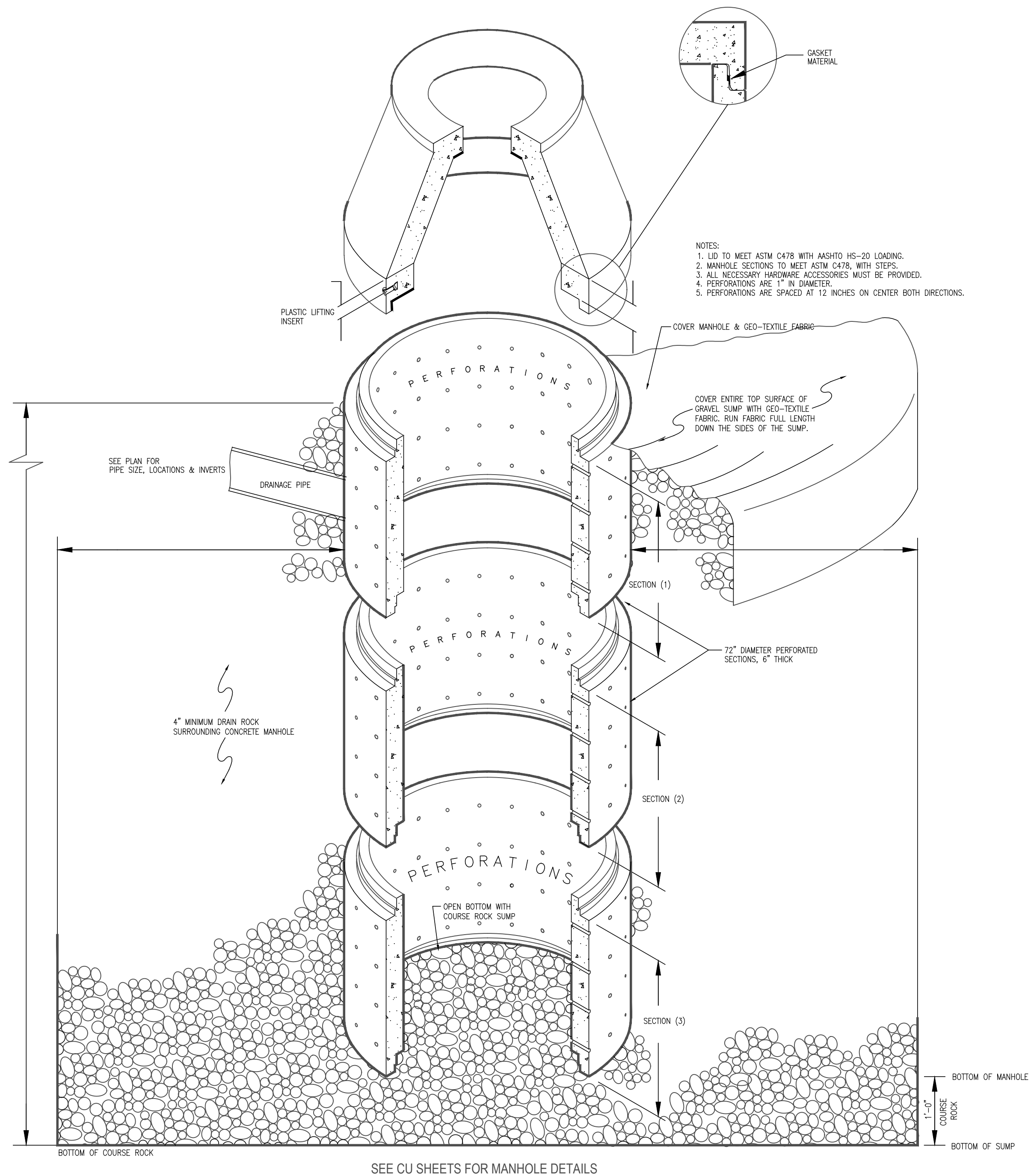
1 **60' ROW TYPICAL SECTION**
CU501 SCALE: NONE



2 **66' ROW TYPICAL SECTION**
CU501 SCALE: NONE



3 **PRIVATE DRIVE TYPICAL SECTION**
CU501 SCALE: NONE



4 **STORM DRAIN SUMP**
CU501 SCALE: NONE

RECORD OF REVISIONS			

0 1 2
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PRINCIPAL D ANDERSON
PROJECT MANAGER M PIERCE
CHECKED BY J AMES
DRAWN BY K FOSTER
DRAWING SCALE NONE
ISSUE DATE JANUARY 21, 2022

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CIVIL DETAILS

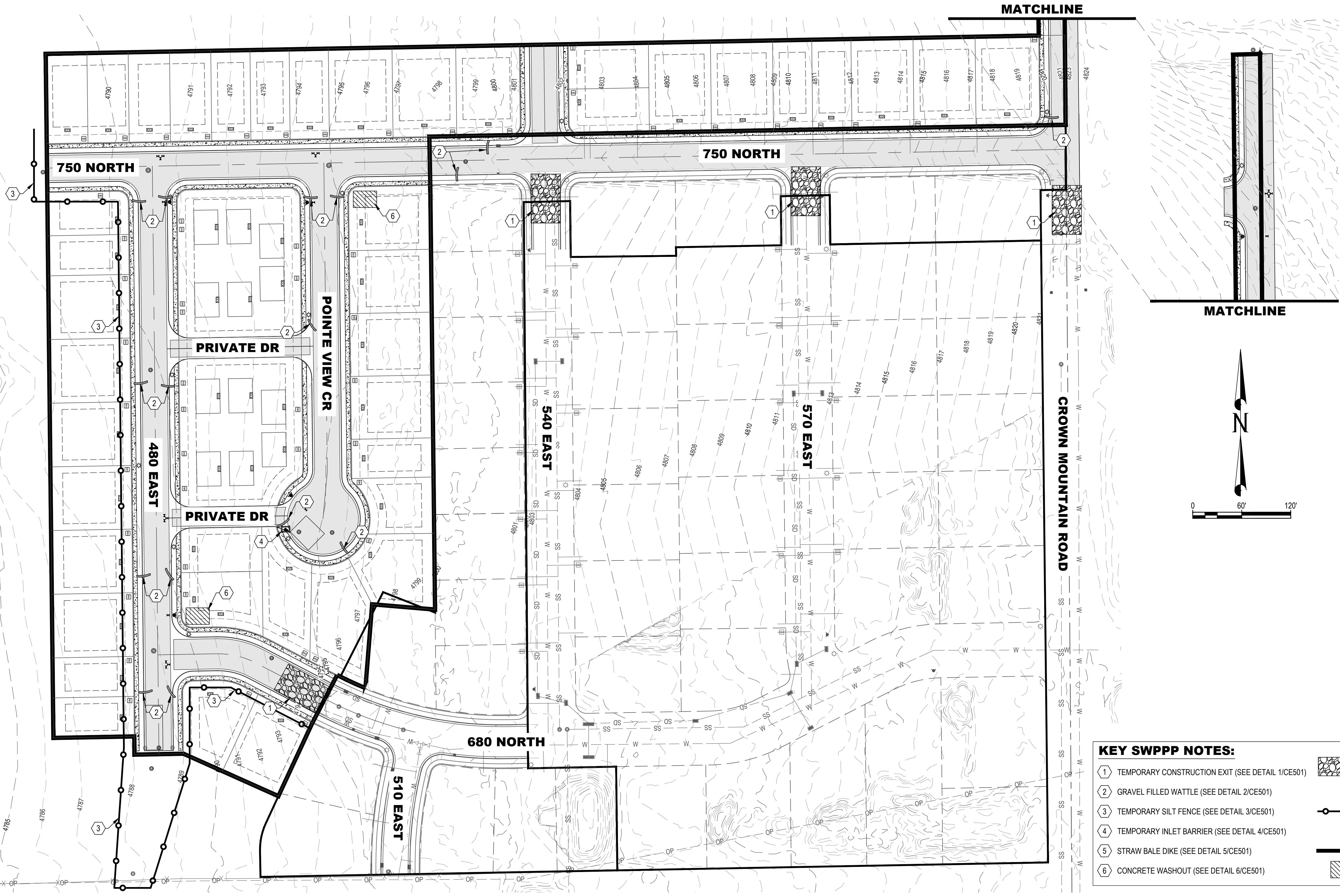
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SMITHFIELD, UT



PROJECT NUMBER 2019-0440	
SHEET 14	OF 16
SHEET NUMBER CU501	

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KEY SWPPP NOTES:

1	TEMPORARY CONSTRUCTION EXIT (SEE DETAIL 1/CE501)	
2	GRAVEL FILLED WATTLE (SEE DETAIL 2/CE501)	
3	TEMPORARY SILT FENCE (SEE DETAIL 3/CE501)	
4	TEMPORARY INLET BARRIER (SEE DETAIL 4/CE501)	
5	STRAW BALE DIKE (SEE DETAIL 5/CE501)	
6	CONCRETE WASHOUT (SEE DETAIL 6/CE501)	

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PRINCIPAL
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AS SHOWN
ISSUE DATE
JANUARY 21, 2022

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AS SHOWN
SMITHFIELD POINTE SUBDIVISION PH3
SWPPP PLAN

800 NORTH

SMITHFIELD, UT

PROJECT NUMBER
2019-0440

SHEET
15

OF
16

SHEET NUMBER
CE101

STORM WATER POLLUTION PREVENTION PLAN NOTES & DETAILS

SPECIAL CONDITIONS, MANAGEMENT PRACTICES & RESPONSIBILITIES

1. THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WAS DEVELOPED AT THE REQUEST OF:
THE OWNER: NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
FOR THE CONSTRUCTION OF: SMITHFIELD POINTE SUBDIVISION PH3
CITY: SMITHFIELD, COUNTY: CACHE, STATE OF UTAH
2. THIS PLAN IDENTIFIES POTENTIAL SOURCES OF POLLUTION WHICH MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE.
3. EXCEPT AS PERMITTED IN 4. BELOW, ALL DISCHARGES COVERED BY THE PLAN SHALL BE COMPOSED ENTIRELY OF STORM WATER.
4. THE FOLLOWING NON-STORM WATER DISCHARGES OCCURRING AT THIS SITE MAY BE PERMISSIBLE, PROVIDING THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES HAS BEEN TAKEN.
- A. DISCHARGES FROM FIRE FIGHTING AND FIRE HYDRANT DISCHARGES.
 - B. WATER USED TO WASH VEHICLES OR CONTROL DUST.
 - C. POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHING.
 - D. IRRIGATION DRAINAGE.
 - E. ROUTINE EXTERNAL BUILDING WASH DOWN WHICH DOES NOT USE DETERGENTS; PAVEMENT WASH WATERS WHERE SPILLS OR LEAKS OF HAZARDOUS MATERIALS (INCLUDING OILS AND FUELS) HAVE NOT OCCURRED (UNLESS ALL SPILLED MATERIAL HAS BEEN REMOVED) AND WHERE DETERGENTS ARE NOT USED.
 - F. AIR CONDITIONING CONDENSATE.
 - G. SPRINGS, UNCONTAMINATED GROUND WATER, FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS SUCH AS SOLVENTS.
5. CONTRACTOR SHALL FILE NOTICE OF INTENT WITH THE STATE DIVISION OF WATER QUALITY PRIOR TO COMMENCING WORK ON THIS SITE.
6. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORM WATER DISCHARGE(S) FROM THIS SITE SHALL BE PREVENTED OR MINIMIZED IN ACCORDANCE WITH THE SWPPP FOR THE SITE. THIS PLAN DOES NOT RELIEVE THE PERMITTEE OF THE REPORTING REQUIREMENTS OF 40 CFR PART 117, 40 CFR 110, AND 40CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTABLE QUANTITY ESTABLISHED UNDER EITHER 40 CFR 117, 40 CFR 110, OR 40 CFR 302, OCCURS DURING A 24-HOUR PERIOD:
- A. NOTIFY THE NATIONAL RESPONSE CENTER (NRC) 800-424-8802.
 - B. NOTIFY THE DIVISION OF WATER QUALITY (DWQ) 801-536-6146 (OR THE DWQ ANSWERING SERVICE AT 801-536-4123).
 - C. NOTIFY SMITHFIELD CITY.
7. WITHIN 14 CALENDAR DAYS OF KNOWLEDGE OF THE RELEASE, THE PERMITTEE SHALL FILE A WRITTEN DESCRIPTION, THE DATE OF RELEASE, THE CIRCUMSTANCES LEADING TO THE RELEASE, THE MEASURES TAKEN OR PLANS TO CLEANUP THE RELEASE, AND STEPS TO BE TAKEN TO MINIMIZE THE CHANCE OF FUTURE OCCURRENCES.
8. WITHIN 14 CALENDAR DAYS OF KNOWLEDGE OF THE RELEASE, THIS PLAN MUST BE REVIEWED TO IDENTIFY MEASURES TO PREVENT THE REOCCURRENCE OF SUCH RELEASES, AND TO RESPOND TO SUCH RELEASES, AND THE PLAN MUST BE MODIFIED WHERE APPROPRIATE.

STORM WATER POLLUTION PREVENTION PLAN

1. THIS PLAN SHALL BE RETAINED ON-SITE AT THE FACILITY. IF THE SITE IS INACTIVE OR DOES NOT HAVE AN ON-SITE LOCATION ADEQUATE TO STORE THE SWPPP, THE LOCATION OF THE PLAN, ALONG WITH A CONTACT PHONE NUMBER SHALL BE POSTED ON SITE. REASONABLE LOCAL ACCESS TO THE PLAN, DURING NORMAL WORKING HOURS, MUST BE PROVIDED.
2. SITE DESCRIPTION:
- A. CONSTRUCTION ACTIVITY: CONSTRUCTION OF NEW ROADWAY AND UTILITY IMPROVEMENTS.
 - B. SEQUENCE OF MAJOR ACTIVITIES: SITE PREPARATION AND DEMOLITION, GRADING, AND CONSTRUCTION OF NEW UTILITIES, AND CURB AND GUTTER AND PAVEMENT.
 - C. TOTAL AREA OF SITE: 5.12 ACRES. AREA DISTURBED: 5.12 ACRES.
 - D. PRE CONSTRUCTION RUNOFF COEFFICIENT (DISTURBED AREA): 0.2 - MEANING THAT 5% OF THE SITE IS COVERED BY IMPERVIOUS SURFACES SUCH AS ASPHALT, CONCRETE OR BUILDING ROOFTOP AND 95% OF THE SITE IS COVERED WITH PERVIOUS SURFACES SUCH AS LANDSCAPING.
 - E. POST CONSTRUCTION RUNOFF COEFFICIENT (DISTURBED AREA): 0.77 - MEANING THAT 95% OF THE SITE WILL BE COVERED BY IMPERVIOUS SURFACES SUCH AS ASPHALT, CONCRETE OR BUILDING ROOFTOP AND 5% OF THE SITE WILL BE COVERED WITH PERVIOUS SURFACES SUCH AS LANDSCAPING.
 - F. EXISTING SOIL: SAND, GRAVEL AND MIXTURES OF SAND AND GRAVEL WITH VARYING SILT/CLAY CONTENT.
 - G. SITE LOCATION: 540 EAST 680 NORTH
 - H. DISCHARGES OTHER THAN FROM CONSTRUCTION: NONE
 - I. RECEIVING WATER: SMITHFIELD POINT SUBDIVISION RETENTION POND
3. EROSION AND SEDIMENT CONTROLS:
- A. THE CONSTRUCTION-PHASE EROSION AND SEDIMENT CONTROLS SHOULD INSTALLED TO RETAIN SEDIMENT ON SITE TO THE MAXIMUM EXTENT POSSIBLE.
 - B. ALL CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND GOOD ENGINEERING PRACTICES. IF PERIODIC INSPECTIONS OR OTHER INFORMATION INDICATES A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE PERMITTEE MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS.
 - C. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IMMEDIATELY TO MINIMIZE OFF-SITE IMPACTS (E.G. FUGITIVE SEDIMENT IN STREET COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE SAFETY HAZARD TO USERS OF PUBLIC STREETS).
 - D. SEDIMENT TRAPS SHALL BE PLACED AROUND ALL STORM WATER INLETS AS SHOWN ON THE PLAN. ALLOW ONLY CLEAN STORM WATER TO ENTER THE INLETS. SILT FENCES SHALL BE PLACED ALONG PROPERTY LINES WHERE SHOWN ON THE PLAN. ROCK MUD TRAPS AT CONSTRUCTION ENTRANCES TO THE SITE TO PREVENT OFF-SITE TRACKING SHALL BE INSTALLED WHERE SHOWN AND AT ALL CONSTRUCTION ENTRANCES TO THE SITE.
 - E. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS, SILT FENCES, OR SEDIMENTATION PONDS WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
 - F. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION MATERIALS EXPOSED TO STORM WATER SHALL BE PICKED UP PRIOR TO ANTICIPATED STORM EVENTS (E.G. FORECASTED BY LOCAL WEATHER REPORTS), OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES (E.G. SCREENING OUTFALLS, PICKED UP DAILY, ETC.).
 - G. OFFSITE MATERIAL STORAGE AREAS (ALSO INCLUDING OVERBURDEN AND STOCKPILES OF DIRT, ETC.) USED SOLELY BY THE PERMITTED PROJECT ARE CONSIDERED A PART OF THE PROJECT.

4. OTHER CONTROLS:
- A. WASTE DISPOSAL - NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A CWA SECTION 404 PERMIT.
 - B. OFF-SITE TRACKING - OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED.
 - C. SEPTIC, WASTE AND SANITARY SEWER DISPOSAL - COMPLY WITH STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS. PROVIDE PORTABLE TOILETS THAT ARE SERVICED WEEKLY AND PUMPED CLEAN BY A WASTE DISPOSAL COMPANY. NO TOXIC OR HAZARDOUS WASTE SHALL BE DISPOSED OF IN PORTABLE TOILETS OR ON-SITE SANITARY SEWER.
 - D. ON SITE STORAGE - PERFORM REGULAR INVENTORIES OF CONSTRUCTION MATERIALS STORED ONSITE (INCLUDING WASTE MATERIALS). PRACTICE STORAGE PROCEDURES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORM WATER. PROVIDE COVERED DISPOSAL CONTAINERS IN CONVENIENT LOCATIONS ON THE SITE. PROVIDE FOR WEEKLY (MORE OFTEN IF REQUIRED) WASTE DISPOSAL.
5. OTHER LAWS AND REQUIREMENTS:
- A. COMPLY WITH LOCAL STORM WATER CONTROL REQUIREMENTS.
 - B. COMPLY WITH FEDERAL OR STATE LAWS PERTAINING TO THREATENED OR ENDANGERED SPECIES OR HISTORIC PROPERTIES.
 - C. DISCHARGERS SEEKING VARIANCE TO PERMIT REQUIREMENTS SHALL SUBMIT AN INDIVIDUAL PERMIT APPLICATION ALONG WITH A DESCRIPTION OF WHY REQUIREMENTS IN APPROVED STATE OR LOCAL PLANS OR PERMITS SHOULD NOT BE APPLICABLE AS A CONDITION OF A UPDES PERMIT.
6. MAINTENANCE:
- A. THE CONTROLS AND MEASURES INDICATED ON THE PLAN SHALL BE MAINTAINED IN GOOD AND EFFECTIVE OPERATING CONDITION.
 - B. MAINTENANCE NEEDS IDENTIFIED IN INSPECTION OR BY OTHER MEANS SHALL BE ACCOMPLISHED BEFORE THE NEXT

- ANTICIPATED STORM EVENT, OR AS NECESSARY TO MAINTAIN THE CONTINUED EFFECTIVENESS OF STORM WATER CONTROLS.
- C. IF MAINTENANCE PRIOR TO THE NEXT ANTICIPATED STORM EVENT IS IMPRACTICABLE, MAINTENANCE MUST BE SCHEDULED AND ACCOMPLISHED AS SOON AS PRACTICABLE.

7. INSPECTIONS:

- A. INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, AREAS DISTURBED FOR THE STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE:
 - 1. AT LEAST ONCE EVERY 14 CALENDAR DAYS.
 - 2. BEFORE ANTICIPATED STORM EVENTS.
 - 3. WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OF PRECIPITATION.
- B. WHERE THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, OR RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS (E.G. SITE COVERED WITH SNOW, ICE, OR FROZEN GROUND), INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.
- C. POINTS, AREAS, BMPS, AND ACTIVITIES TO BE INSPECTED:
 - (1) DISTURBED AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
 - (2) EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OBSERVED TO ENSURE THEY ARE OPERATING CORRECTLY.
 - (3) ACCESSIBLE DISCHARGE LOCATIONS OR POINTS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.
 - (4) LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

8. INSPECTION INDUCED PLAN REVISIONS:

BASED ON THE RESULTS OF THE INSPECTION, THIS PLAN SHALL BE REVISED AS APPROPRIATE WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

9. INSPECTION REPORT:

- A. PREPARE AN INSPECTION REPORT FOR EACH INSPECTION. IT SHALL CONTAIN:
 - (1) THE SCOPE OF THE INSPECTION
 - (2) NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION.
 - (3) THE DATE OF THE INSPECTION.
 - (4) MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE SWPPP.
 - (A) LOCATIONS OF DISCHARGES OF SEDIMENT OR OTHER POLLUTANTS FROM THE SITE.
 - (B) CONTROL DEVICES THAT FAILED TO OPERATE OR PROVED INADEQUATE FOR A PARTICULAR LOCATION.
 - (C) ACTIONS TAKEN.
- B. REPORTS SHALL BE RETAINED AS PART OF THE SWPPP FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.
- C. REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- D. WHEN A REPORT DOES NOT IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE PERMIT.
- E. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH THE PERMIT CERTIFICATION (THAT IS THE SAME AS THE CERTIFICATION SIGNED BY THE ENGINEER ON THIS SHEET).

10. ACCESSIBILITY:

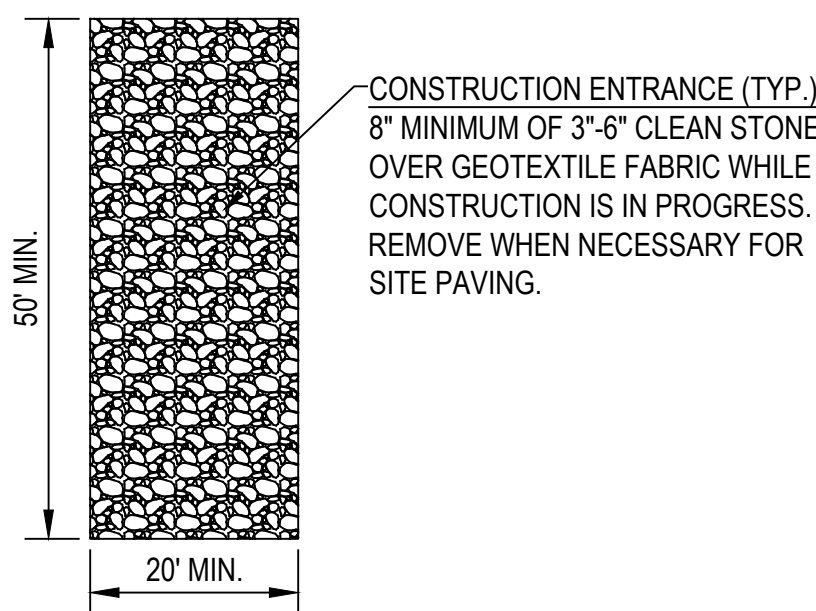
THE PERMITTEE SHALL RETAIN A COPY OF THE SWPPP AT THE CONSTRUCTION SITE (OR OTHER LOCATION ACCESSIBLE THE PUBLIC) FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION. THE PERMITTEES WITH DAY TO DAY OPERATIONAL CONTROL OVER THE SWPPP IMPLEMENTATION SHALL HAVE A COPY OF THE PLAN AVAILABLE AT A CENTRAL LOCATION ONSITE FOR THE USE OF ALL OPERATORS AND THOSE IDENTIFIED AS HAVING RESPONSIBILITIES UNDER THE PLAN WHENEVER THEY ARE ON THE CONSTRUCTION SITE.

11. FINAL STABILIZATION:

- 1. MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED.
- 2. AFTER CONSTRUCTION HAS BEEN COMPLETED, PAVED AREAS OF THE SITE SHALL BE SWEEPED CLEAN, STORM WATER INLETS AND PIPE SHALL BE CLEANED. ALL WASTE INCLUDING STORM WATER CONTROL MEASURES SHALL BE REMOVED FROM THE SITE.
- 3. PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE NATIVE BACKGROUND VEGETATIVE COVER FOR THE AREA HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS, OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS THE USE OF RIP RAP, GABIONS, OR GEOTEXTILES) HAVE BEEN EMPLOYED.
- 4. LANDSCAPING SHALL NOT BE OVER WATERED SO THAT SOIL EROSION OCCURS.
- 5. WHEN ALL CONSTRUCTION ACTIVITY ON THE SITE HAS BEEN COMPLETED, THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION WITH THE STATE DEQ DIVISION OF WATER QUALITY.

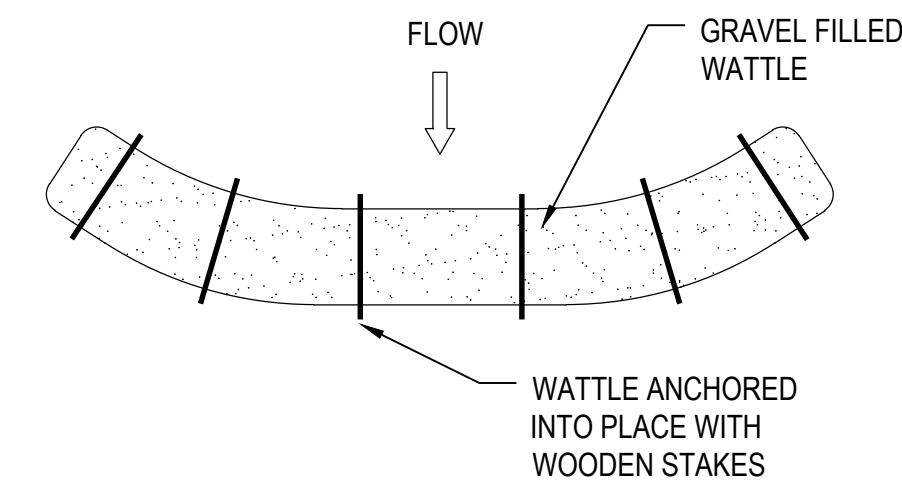
DEFINITIONS

- A. BEST MANAGEMENT PRACTICES (BMP'S) MEANS SCHEDULE OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES, AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE THE POLLUTION OF THE WATERS OF THE STATE. BMP'S ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES AND PRACTICES TO CONTROL SITE RUNOFF, SPILLAGE OR LEAKS, SLUDGE OR WASTE DISPOSAL, OR DRAINAGE FROM RAW MATERIAL STORAGE.
- B. COMMENCEMENT OF CONSTRUCTION MEANS THE INITIAL DISTURBANCE OF SOILS ASSOCIATED WITH CLEARING, GRADING OR EXCAVATING ACTIVITIES OR OTHER CONSTRUCTION ACTIVITIES.
- C. CONTROL MEASURE MEANS AND BEST MANAGEMENT PRACTICE OR OTHER METHOD USED TO PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO WATERS OF THE STATE.
- D. CWA MEANS CLEAN WATER ACT OR THE FEDERAL WATER POLLUTION CONTROL ACT.
- E. POINT SOURCE MEANS ANY DISCERNIBLE, CONFINED AND DISCRETE CONVEYANCE INCLUDING, BUT NOT LIMITED TO ANY PIPE, DITCH, CHANNEL, TUNNEL, CONDUIT, WELL, DISCRETE FISSURE, CONTAINER, ROLLING STOCK, CONCENTRATED ANIMAL FEEDING OPERATION, LANDFILL LEACHATE COLLECTION SYSTEM, VESSEL OR OTHER FLOATING CRAFT FROM WHICH POLLUTANTS ARE OR MAY BE DISCHARGED. THIS TERM DOES NOT INCLUDE RETURN FLOWS FROM IRRIGATED AGRICULTURE OR AGRICULTURAL STORM WATER RUNOFF.
- F. RUNOFF COEFFICIENT MEANS THE FRACTION OF TOTAL RAINFALL THAT WILL APPEAR AT A CONVEYANCE AS RUNOFF.
- G. STORM WATER MEANS STORM WATER RUNOFF, SNOW MELT RUNOFF, AND SURFACE RUNOFF AND DRAINAGE.
- H. WATERS OF THE STATE MEANS ALL LAKES, PONDS, MARSHES, WATER COURSES, WATERWAYS, WELLS, SPRINGS, IRRIGATION SYSTEMS, DRAINAGE SYSTEMS, AND ALL OTHER BODIES OR ACCUMULATIONS OF WATER, SURFACE AND UNDERGROUND, NATURAL OR ARTIFICIAL, PUBLIC OR PRIVATE, WHICH ARE CONTAINED WITHIN, FLOW THROUGH, OR BORDER UPON THIS STATE OR ANY PORTION THEREOF, EXCEPT THAT BODIES OF WATER CONFINED TO AND RETAINED WITHIN THE LIMITS OF PRIVATE PROPERTY, AND WHICH DO NOT DEVELOP INTO OR CONSTITUTE A NUISANCE, OR A PUBLIC HEALTH HAZARD, OR A MENACE TO FISH AND WILDLIFE, SHALL NOT BE "WATERS OF THE STATE" UNDER THIS DEFINITION.
- I. WASTE PILE MEANS ANY NON-CONTAINERIZED ACCUMULATION OF SOLID, NON-FLOWING WASTE THAT IS USED FOR TREATMENT OR STORAGE.



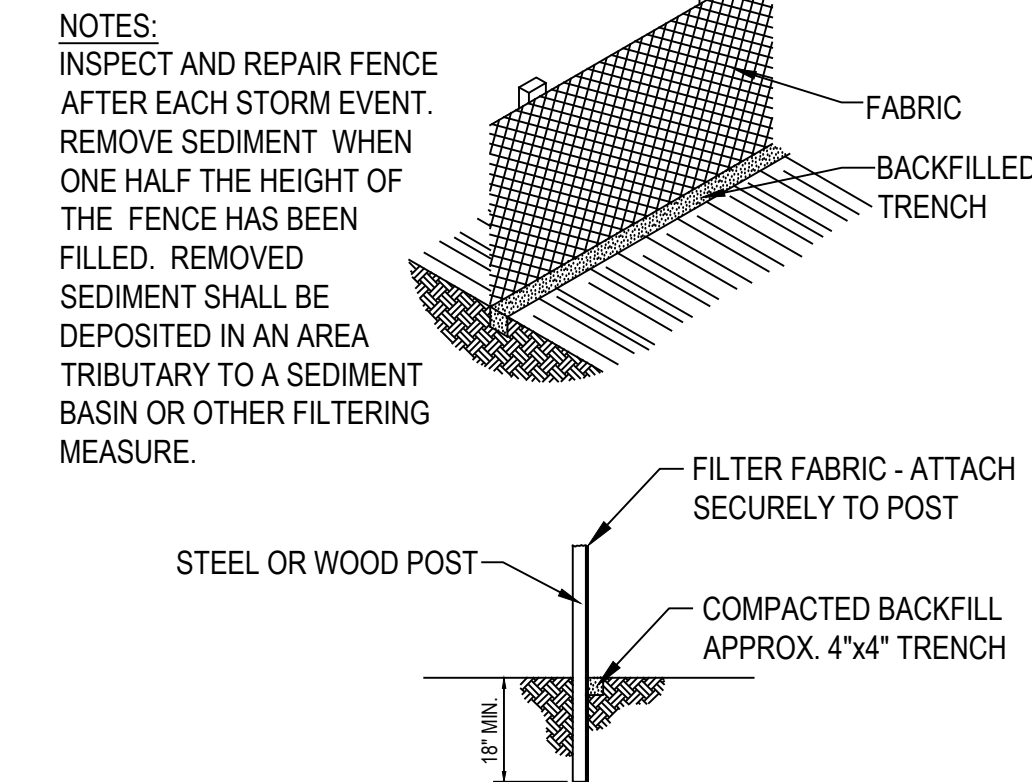
TEMPORARY CONSTRUCTION EXIT

1 CE501 SCALE: NONE



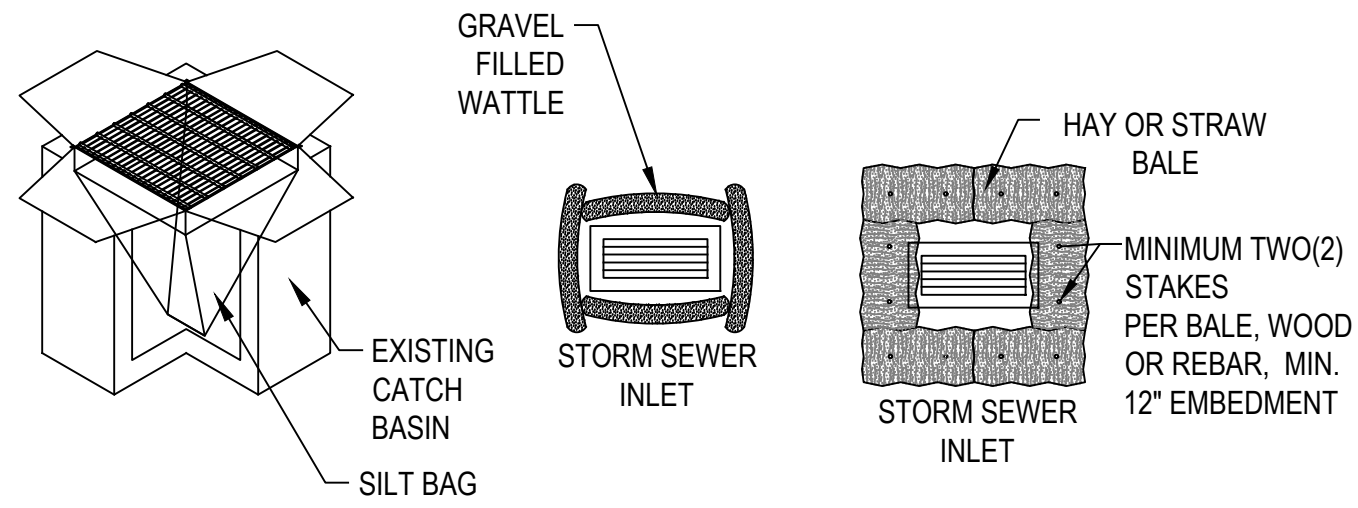
GRAVEL FILLED WATTLE

2 CE501 SCALE: NONE



TEMPORARY SILT FENCE

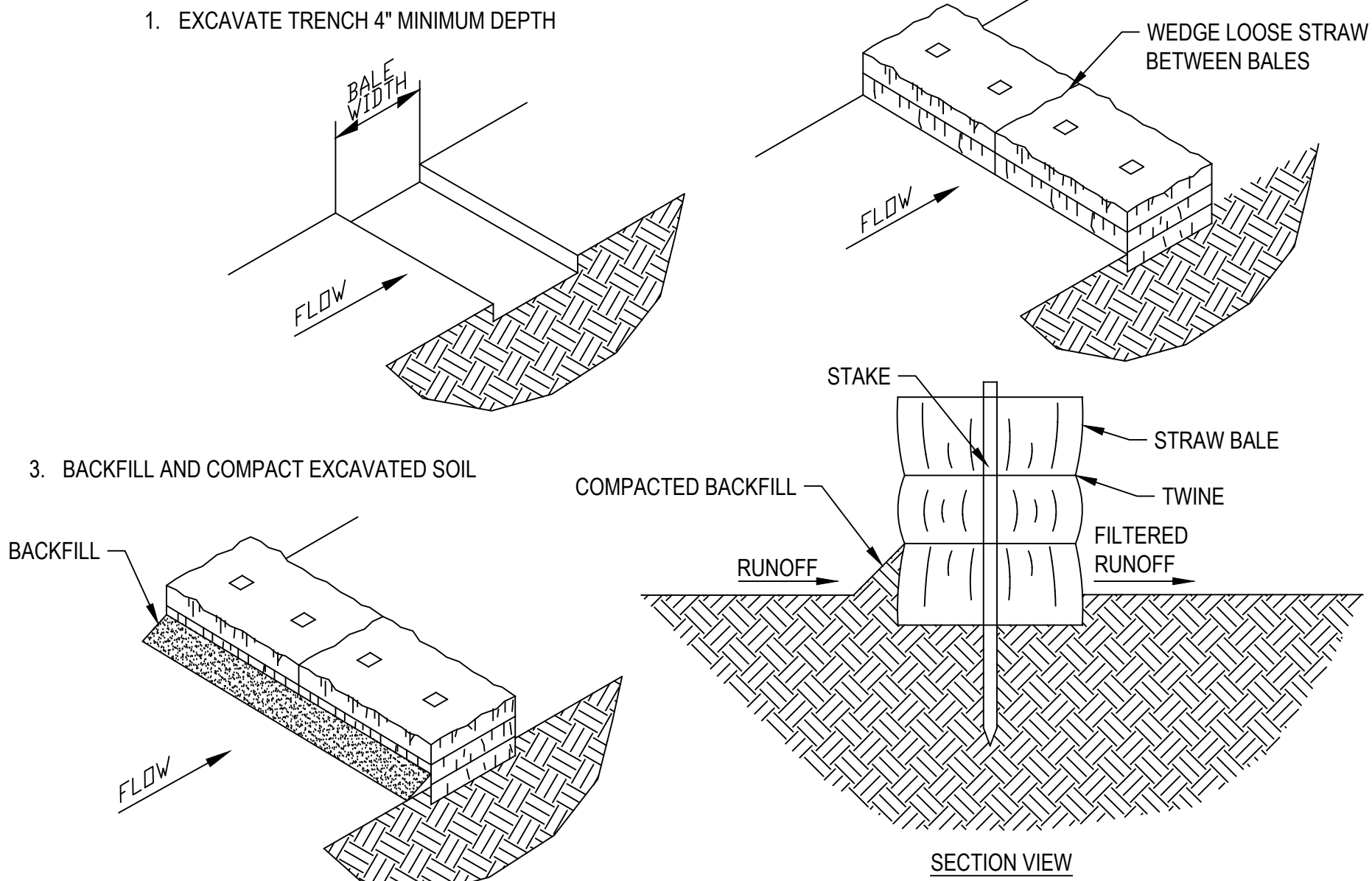
3 CE501 SCALE: NONE



TEMPORARY INLET BARRIER

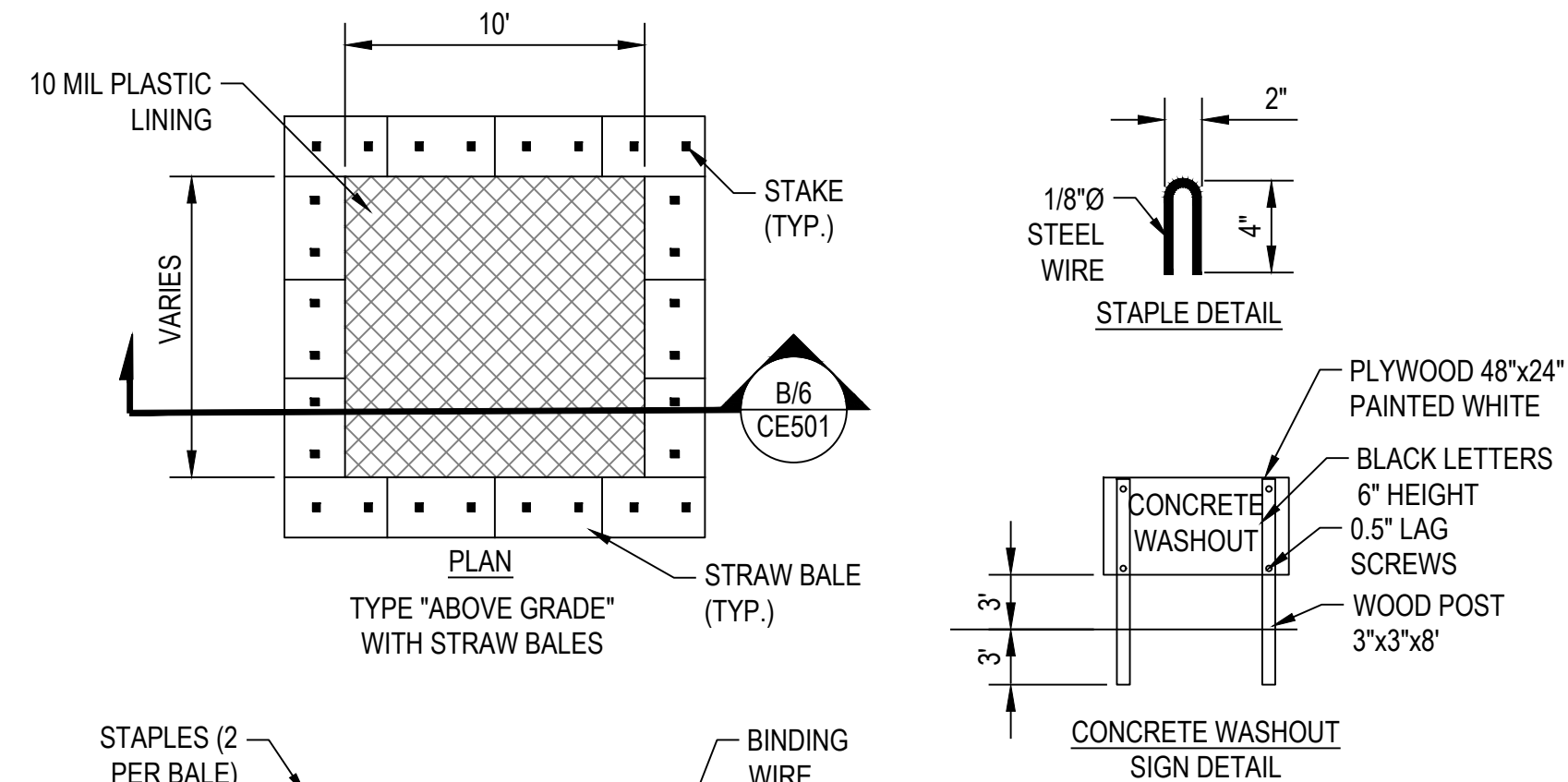
4 CE501 SCALE: NONE

INSTALLATION SEQUENCE



STRAW BALE DIKE GENERAL INSTALLATION

5 CE501 SCALE: NONE



NOTES:

- 1. ACTUAL LAYOUT DETERMINED IN FIELD.
- 2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT

6 CE501 SCALE: NONE

RECORD OF REVISIONS			

0 1 2
IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.
THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS ENGINEERS AND IS NOT TO BE REPRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

PRINCIPAL D ANDERSON
PROJECT MANAGER M PIERCE
DESIGNER J JAMES
DRAWN BY K FOSTER
DRAWING SCALE AS SHOWN
ISSUE DATE JANUARY 21, 2022

C

R

S

CRS ENGINEERS

Answers to Infrastructure®

2 N Main, Ste 8 | Providence, UT 84332 | P: 435.374.4670 | www.crsengineers.com

NEIGHBORHOOD NONPROFIT HOUSING CORPORATION
SMITHFIELD POINTE SUBDIVISION PH3
SWPPP NOTES & DETAILS

800 NORTH

SMITHFIELD, UT

PROJECT NUMBER 2019-0440
SHEET 16
OF 16
SHEET NUMBER CE501

PROJECT NUMBER 2019-0440
SHEET 16
OF 16
SHEET NUMBER CE501



GRANT AGREEMENT

Road and Water Infrastructure

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department, State or DWS** and the following, hereinafter referred to as Grantee or Contractor:

Organization: Smithfield City Corporation

Address: 96 South Main Street

City, State Zip: Smithfield, UT 84335

Vendor Number: 50338C Commodity Code: 99999 UEI Number: M8RWRJJYLN5

Contractor Type: Government Subrecipient/Contractor: Subrecipient

Funding Source: Community Development Block Grant (CDBG) CFDA #14.228

PURPOSE

The City of Smithfield has been awarded funding for Water and Road Improvements as a Sponsor of Neighborhood Non-Profit Corporation.

SOLICITATION

This Agreement has been awarded as a result of the solicitation process, Solicitation #23-DWS-S019.

PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2022** through **December 31, 2023**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

The **Grantee** shall be paid up to a maximum of **\$200,000.00** for costs authorized under this Agreement, based on funding availability and/or Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

ATTACHMENTS

Attachment A: State of Utah Standard Terms and Conditions for Services
 Attachment B: Department of Workforce Services Interagency Supplemental Terms and Conditions
 Attachment C: Scope of Work
 Attachment D: Budget
 Attachment E: Federal Subaward Funding and Reporting Requirements

CONTACTS

Department of Workforce Services

Sarah Moore

Program Specialist

140 East 300 South

Salt Lake City, UT 84111

801-834-4609

smmoore@utah.gov

GRANTEE

Shawn Wolfley

Development Coordinator

96 South Main Street

Smithfield, UT 84335

435-753-1112

shawn@nnhc.net

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: **SMITHFIELD CITY CORPORATION**Kris Monson[Kris Monson \(Sep 19, 2022 10:09 MDT\)](#)

Signature

09/19/2022

Date

Kris MonsonMayor

Print Name and Title

ATTEST: **UTAH DEPARTMENT OF WORKFORCE SERVICES**Nathan McDonald[Nathan McDonald \(Sep 21, 2022 22:05 MDT\)](#)

Casey Cameron, Executive Director

09/21/2022

Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any

rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with or without cause by either party, in advance of the specified expiration date, upon written notice given to the other party and in accordance with the additional termination provisions stated in this Contract. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted

under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **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 Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** 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, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person 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.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.
2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.
4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**

- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
- c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
10. **CONTRACT TERMINATION:** The following are in addition to the termination terms in the State Terms and Conditions.
- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given forty-five (45) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages.
 - b. **Immediate Termination:** If CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows DWS to terminate the Contract immediately for a violation of that provision, DWS may terminate this Contract immediately by notifying CONTRACTOR in writing. DWS may also terminate this Contract immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.
 - c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon forty-five (45) prior written notice being given to the other party.
 - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon forty-five (45) days' written notice delivered to the CONTRACTOR, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If written notice is delivered under this section, DWS will reimburse CONTRACTOR for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
 - e. **Accounts and Payments at Termination:** Upon 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. In no event shall

DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.

- f. **Remedies for CONTRACTOR's Violation:** In the event this Contract is terminated as a result of a default by CONTRACTOR, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
12. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee 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 may otherwise have.
13. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in

accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.

16. **PAYMENT WITHHOLDING:** 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 DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.
20. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**
 - a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
 - b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice.

As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. **Compensation for Personal Services - Additional Cost Principles:**
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
- iii. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - iv. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - v. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - vi. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. **Third-Party Reimbursement and Program Income:** CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507, Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law.
CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.
This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C

SCOPE OF WORK

Road and Water Infrastructure
Smithfield City Corporation

I. Purpose/Background

Smithfield City has been awarded Community Development Block Grant (CDBG) funding for 600 East Road/Water Infrastructure Project. Smithfield is passing through this grant to "Neighborhood Non-Profit Corporation". The pass through of this grant does not exempt Smithfield City from meeting the identified CDBG National Objective of serving Low- to Moderate- Income households, or the applicable regulations found herein.

The purpose of the CDBG Program is to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income (LMI).

II. Grantee Responsibilities

The recipient must request prior written approval promptly from the awarding agency for any revisions to *Attachment D - Budget* or to this Scope of Work whenever the following applies:

- A. The revision results from changes to this Scope of Work or the objective of the project or program.
- B. The need arises for additional funds to complete the project.
- C. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable Office of Management and Budget (OMB) cost principles listed in 2 CFR 200, subpart E.
- D. Meet the requirements of HUD Matrix Code: 03J – Water/Sewer Improvements and 03K – Street Improvements.

III. Outcomes/Deliverables

Adhere to the solicitation documents provided in the CDBG 2022 application for the completion of 600E water/road infrastructure project; to include:

- 1. Replacing 8 inch water line with 12 inch water line.
- 2. Replace approximately 500 linear feet of asphalt.
- 3. Install approximately 500 linear feet of curb and gutter.
- 4. Location: 600 East (Crow Mountain Road), at approximately 700 to 800 North, Smithfield, Utah.
- 5. 6 LMI Household beneficiaries.

IV. Monitoring

- A. The Grantee shall permit the State the right of compliance reviews which may include but it not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. Criteria to be used in monitoring performance includes compliance with this Agreement and the Federal and State objectives established for the Small Cities CDBG Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended and the "Monitoring Checklist for Construction (Section I) in the Utah Community Development Block Grant Grantee Handbook".
- C. The Grantee will be monitored according to the Grantee's Procurement and Disposition Policies, set forth in 24 CFR 570.489 as required, if applicable. These policies may have been provided during the application process. If no policies are provided, the Grantee will be monitored using the Procurement and Disposition Policies provided by the Housing and Community Development Division at DWS.

V. Services and Project Reporting Requirements

The Grantee shall provide the services specified in this Scope of Work and comply with Federal regulations pertaining to the Small Cities CDBG Program. The Grantee shall submit a performance report upon request to the State in a format designed by the State.

VI. Budget

- A. Allocable expenditures shall be allowed within the budget line items as they pertain to the activities approved at the time of contracting. The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds, and that the project costs are reasonable. To the extent practicable, CDBG funds are not substituted for non-Federal financial support, and are distributed on a pro rata basis with other finances provided to the project.
 - 1. Compliance with mandatory duplication of benefits requirements by developing, implementing, and maintaining adequate procedures and to prevent any duplication of benefits for assisted activities.
 - 2. Claims for Reimbursement will be entered into the WebGrants system only after the contract is executed and the agreement is in Underway status, following the steps provided in the CDBG Grantee Handbook, Financial Management section. Costs may not be incurred before the State provides appropriate review of, and Environmental clearance for all activities related to the project, regardless if CDBG is paying for those activities. Claims are expected to be entered no less than quarterly while the project is active.
- B. All costs incurred during the period of performance, but before the contract is executed, are the recipient's risk, and the State is not required to reimburse such costs if for any reason the recipient does not receive a State contract, or if the contract is less than anticipated and inadequate to cover such costs. For pre-award costs the Grantee must receive written approval from the State CDBG office, for specific types of costs. No costs shall be incurred for activities listed at 24 CFR 570.482(f)(4).
- C. Budget change requests to the State CDBG office should be made before over-expenditure of individual budget line items are incurred. Claims for reimbursement will be returned for corrections if the claim for reimbursement includes amounts over 10% of the budgeted line item. Changes in Budget line items require updated budget and written pre-approval from DWS. Inclusion of additional types of budget line items may not be made within the contracting period.
- D. The Grantees who have not expended contract funds 30 days prior to the end of the contract period may request a contract extension. An extension of the contract will require an amendment as referenced in *Attachment A – State of Utah Standard Terms and Conditions for Services*. Any amendment to extend the contract is at the discretion of DWS.

VII. Additional Requirements

A. Housing and Urban Development Act

The Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135) and Minority and Women Owned Business Enterprises (Disadvantaged Business Enterprises Title 40, Part 33) to ensure that employment and other economic opportunities generated by the CDBG program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low (80% Average Median Income - AMI) and very low-income (30% AMI) persons, and Disadvantaged Business Enterprises.

B. Termination

In addition to any other bases for contract termination, the State may terminate this contract if the Grantee fails to meet a contract deadline. State CDBG program

staff, in their discretion, may extend contract deadlines for non-construction projects.

C. **Termination Appeals**

The Grantee may appeal the State's decision to terminate the contract in advance of the specified expiration date. Appeals must be made in writing within 10 calendar days following the receipt of the notice of termination. The CDBG Policy Committee will decide the appeal. The Grantee may, but is not required to, attend the policy committee meeting at which the Grantee's appeal is considered. The CDBG Policy Committee may base its decision on based on evidence submitted in telephone polls, conference calls, and documents, including facsimiles and emails.

D. **Continuing Resolution**

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 the Grantee 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.

E. **Environmental Review Compliance**

The Grantee shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, the Environmental Review Procedures of the CDBG Program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended.

F. **Lead-Based Paint**

The Grantee shall comply with 24 CFR Part 35 (Lead-Based Paint poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).

G. **Criteria Documentation**

The Grantee shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) meet the following CDBG National Objective:

1. Benefit low and moderate income families;
2. Aid in the prevention or elimination of slums or blight; and/or
3. Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.

H. **Assurances That Other Sources of Project Funds are Secured**

The Grantee, prior to the commencement of expenditures authorized by this agreement, shall 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 Grantee to perform the services and construct the facilities described herein.

I. **Acquisition, Relocation and Residential Anti-Displacement**

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. The Grantee certifies 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 2/10/2016.

J. **Citizen Participation**

The Grantee certifies 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.

K. **Program Costs Recovery**

The Grantee certifies that as a CDBG Grantee Smithfield City Corporation 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 Acquisition, Relocation and Anti-displacement.

L. **Excessive Force Certification**

The Grantee certifies that as a CDBG Grantee Smithfield City Corporation 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 101 144, (the 1990 HUD Appropriations Act.). The Grantee 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.

M. **Change of Use**

The Grantee certifies that the jurisdiction will comply with all requirements of 24 CFR Part 570, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.

N. **Generation of Program Income**

The Grantee may retain program income up to \$35,000 only if (1) such income was realized after the initial disbursement of the funds received by the Grantee, (2) the Grantee satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) the State gives explicit written permission to retain and use the income.

**ATTACHMENT D
BUDGET**

Budget Per Year

Year	Budget Category	CDBG Funds	Other Funds	Total
2022	Construction	\$200,000.00	\$287,585.72	\$487,585.72
		\$200,000.00	\$287,585.72	\$487,585.72

Source of Other Funds

Type	Source	Status	Amount
Other	NNHC	Funds Committed	\$287,585.72
			\$287,585.72



ATTACHMENT E
State of Utah
Department of Workforce Services
**FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

SUBRECIPIENTS awarded \$30,000 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).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: #14.228 Community Development Block Grant
Federal Award Identification Number (FAIN): B-22-DC-49-0001
Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)
Federal Award Issue Date: Pending Is Federal Award for R&D? ☐ YES ☒ NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 23-DWS-0032
Project name and description:

Road and Water Infrastructure: The City of Smithfield has been awarded funding for Water and Road Improvements as a Sponsor of Neighborhood Non-Profit Corporation.

Start date of award: 07/01/2022 End date of award: 12/31/2023
Amount of federal funds obligated by this action: \$200,000.00
Total amount of federal funds obligated: \$200,000.00
Total amount of the federal award committed: \$200,000.00
Subrecipient has a: Federal NICRA: ☐ Yes ☒ No **-OR-** de Minimis: ☐ Yes ☒ No
Indirect Cost Rate: _____
Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION

UEI number: M8RWRJJYLNN5
Name of Subrecipient: Smithfield City Corporation
Business Address: 96 South Main Street
City: Smithfield State: UT Zip+4: 84335
Subrecipient principal place of performance (if different from above)
Address: _____
City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

A. 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.

(1) MINIMUM WAGES

- (i) 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working 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(s), 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 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

§ 135.38 Section 3 Clause.

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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"General Decision Number: UT20220090 09/09/2022

Superseded General Decision Number: UT20210090

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

County: Cache County in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	07/01/2022
3	09/09/2022

ELEC0354-005 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 36.09	1.3%+16.26

ENGI0003-034 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic).....	\$ 33.04	16.09

LAB00295-002 07/01/2019

	Rates	Fringes
TRAFFIC CONTROL (Flagger).....	\$ 23.71	9.78

* TEAM0222-004 07/01/2021

Rates	Fringes
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TRUCK DRIVER (Dump Truck).....	\$ 25.09	13.05
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* SUUT2018-001 05/07/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.69	1.17
LABORER: Common or General.....	\$ 19.83	3.29
LABORER: Pipelayer.....	\$ 14.68 **	1.96
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.67	5.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 25.29	0.00
OPERATOR: Loader.....	\$ 24.30	5.67

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"