

**DOCUMENT 00 52 00  
AGREEMENT**

**PART I GENERAL**

**1.01 CONSTRUCTION CONTRACT**

- A. Name of Project: 9100 West Sidewalk  
Project No. MC240023  
Contract No. MSD-ENG-26104

**1.02 CONTRACTOR**

- A. Name and address: R Cherrington Enterprise LLC dba RC  
Enterprise Paving and Construction  
148 Carnesecca Ct. Mapleton, UT 84664
- B. Telephone number: (801) 874-4849
- C. Email address: jr@rcecon.com

**1.03 OWNER**

- A. Greater Salt Lake Municipal Services District, a political subdivision of the State of Utah (referred to hereafter as “MSD” or “Owner.”) 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.
- B. The director of the MSD’s Engineering Division is Lizel Allen, P.E.

**1.04 OWNER’S REPRESENTATIVE/AGENT**

- A. The MSD’s representative and agent on this Project is Lizel Allen, P.E., who has the rights, authority and duties assigned to the MSD’s Representative in the Contract Documents.

**PART 2 TIME AND MONEY TERMS AND CONDITIONS**

**2.01 CONTRACT PRICE**

- A. The contract price includes the cost for the Work specified in the Request for Bids, Drawings, Plans, Specifications, General Conditions, Special Conditions (if any), Supplemental Conditions (if any), Bid, Contract Award, and this Agreement, collectively referred to hereafter as Contract Documents; plus the cost of all bonds, insurance, permits and fees required, and all charges, expenses or assessments of whatever kind or character.
- B. The schedule of Prices awarded from the Bid Form submitted by Contractor are as follows:
  - 1. Base Bid. \$ 196,364.00
  - 2. Alternate A. \$ 85,628.50
  - 3. Alternate B. \$ 114,841.40
- C. Based upon the above-awarded schedules, the Contract Price awarded is Three hundred ninety six thousand eight hundred thirty three dollars and ninety cents. dollars (\$ 396,833.90 ).

## 2.02 CONTRACT TIME

- A. Contract time will end:
1. 60 calendar days after date of the Notice to Proceed; or
  2. At midnight on the 31st day of July, 2026.
  3. Any time specified in the work sequences set forth in the Project's schedule, as prepared by Contractor, shall be part of the Contract Time.

## 2.03 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 15 days after the date Contractor receives MSD's Final Inspection Punch List unless MSD grants exemptions of specific items in writing or an exception has been specified in the Contract Documents.

## 2.04 EFFECT OF TIME EXTENSION

- A. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been from time to time extended, whether or not a new completion date is established, shall not operate as a waiver by MSD of any of MSD's right under this Agreement.

## 2.05 LIQUIDATED DAMAGES

- A. **Late Completion.** Time is the essence of the Contract Documents. Contractor agrees that MSD will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions. Contractor and Owner agree that said financial loss/damages will occur from additional administrative costs to MSD and for disruption and delay in the MSD's provision of services to the public, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial loss or damages for late completion of the Work, Contractor agrees to pay the following sums to the MSD as liquidated damages and not as a penalty:
1. **Late Contract Time Completion:** five thousand (\$ 5,000.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in the General Conditions.
  2. **Late Punch List Time Completion:** Fifty percent (50%) of the amount specified for Late Contract Time Completion for each day or part thereof the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by email, hand delivery or received by the Contractor by certified mail.
  3. **Reasons for Liquidated Damages, Provision for Other Damages:** The liquidated damages described above are established to provide for administrative costs and damage to MSD's ability to provide public services and convenience thereof to the public which it serves. Consequently, MSD and Contractor agree that in the event MSD suffers special damages from circumstances other than those specified herein and in the description of liquidated damages given above, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon MSD's right to recover the full amount of said special damages.
- B. **Work Sequence Completion:** Time is of the essence in sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time

and until MSD determines such work sequence is substantially complete, the Contractor agrees to pay the following sums to the MSD as liquidated damages and not as a penalty:

1. Work Sequence 1: \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)
2. Work Sequence 2: \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)
3. Work Sequence 3: \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)
4. Work Sequence 4: \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)
5. Work Sequence 5: \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

C. **Survey Monuments:** No land survey monument shall be disturbed, covered, or removed until the MSD has been properly notified and the County Surveyor has referenced the survey monument. The parties agree that upon such an unauthorized disturbance it is difficult at the time of executing this agreement to determine the full extent of the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of one thousand dollars (\$1,000). In addition to these liquidated damages, the parties agree that the Contractor shall be additionally responsible for those expenses allowed by Utah Code Ann. §17-23-15 and Salt Lake County Ordinance 14.17.10. These liquidated damages are not a penalty, and are in addition to the expenses allowed by Utah Code Ann. § 17-23-15 and Salt Lake County Ordinance Chapter 14.17.

D. **Operation of Utilities:** No interruption of utility service shall be caused by Contractor, its agents or employees, without the MSD's prior written approval. The parties agree that because of the difficulty in determining the MSD's damages resulting from an unapproved interruption, the Contractor shall reimburse the MSD the cost for restoring such service and the following liquidated damage sums for the loss of public use of said utility. Payment of these liquidated damages to MSD does not relieve Contractor from any liability for such a utility interruption to third parties. In the event that any third party successfully makes a claim against the MSD for such interruption, Contractor shall be responsible for payment of claims as follows:

1. Water: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.
2. Sewer: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.
3. Storm Drain: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.
4. Street Lighting: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.
5. Communications: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.
6. Electrical: Actual costs or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day or part thereof.

7. \_\_\_\_\_ : Actual costs or \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) per day or part thereof.
8. \_\_\_\_\_ : Actual costs or \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) per day or part thereof.
9. \_\_\_\_\_ : Actual costs or \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) per day or part thereof.
10. \_\_\_\_\_ : Actual costs or \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) per day or part thereof.

E. **Deduct Damages from Money Owed Contractor:** MSD shall be entitled to deduct and retain liquidated damages out of any money, which may be due or become due the Contractor under this Agreement. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall promptly pay said amounts to the MSD.

## 2.06 PAYMENT PROCEDURES

A. **Progress Payments:** Contractor shall submit applications for payment in accordance with the General Conditions of the Contract Documents. Applications for payments will be processed by the MSD as provided in the General Conditions. Payment shall not become due or payable for any contract item not provided or installed by the Contractor exactly as indicated in the Contract Documents.

1. **Withholding Payment:** The MSD reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.
2. **Price Adjustments:** MSD will consider making partial payment to the Contractor for certain out-of-tolerance items in advance of any negotiated settlement reached between the Contractor and the MSD, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the MSD are “payments in advance” and that any money, which becomes due when the final settlement is negotiated will not constitute payments “withheld” or “retained” under State law.
3. **Retainage:** In making any progress payments, the MSD may retain five percent (5%) of the payment amount until the final completion and acceptance of all the work covered by the Contract Documents; provided, however, that the MSD, at any time after fifty percent (50%) of the work has been completed, if it finds, in its sole discretion, that satisfactory progress is being made on the project, may (emphasis added) make any of the remaining progress payments in full. All funds retained by the MSD under this provision shall be placed in an interest-bearing account, as required by Utah law, and the interest on the account shall accrue to the benefit of the Contractor and its subcontractors, to be paid after the project is satisfactorily completed and accepted by the MSD. The MSD Director of Finance will establish an interest-bearing retainage account and accrue interest on all retained amounts. . . The accrued interest amount in the account will be paid to the Contractor at the time of final payment. As provided by Utah law, it shall be the responsibility of the Contractor to distribute and pay to any and all of its subcontractors any portion of the interest received by the Contractor on the retainage amount to which the subcontractor may be entitled pursuant to its subcontract with the Contractor. It is expressly agreed by the Contractor that all funds withheld or retained from payment by the MSD because of faulty work, materials, or equipment or for contract items not called for in the Contract Documents or not installed by Contractor in accordance with the plans,

specifications, drawings, and other contract documents, or any amount in dispute between MSD and Contractor, shall not be considered as retained amounts and shall not be subject to the provisions of this paragraph.

B. **Final Payment:** After completion of all Work and Punch List items, and acceptance thereof by the MSD, MSD shall pay the Contract Price due, after deducting therefrom all previous payments, liquidated damages, and other amounts to be withheld by MSD. All prior progress payments shall be subject to correction in the final payment. Contractor must make a written request for the final payment and it shall not be due and payable until the expiration of thirty (30) days from receipt by the MSD of the request for final payment.

1. **Submittal:** Final payment shall not be made until the Contractor has delivered and the MSD has accepted all submittals required by the Contract Documents.
2. **MSD Released from Claims:** The payment and acceptance of the final Contract Price due and the adjustments and payments for any Work done in accordance with any alterations of the same, shall release the MSD from any and all claims of Contractor on account of work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the MSD.

## 2.07 EXTRA WORK

A. No money will be paid to the Contractor for any additions, deletions or revision in the Work required by the Contract Documents unless a contract Change Order for such has been made in writing and executed by the MSD and the Contractor.

## 2.08 CITIZENS TO RECEIVE HIRING PREFERENCE

A. To the extent required by the provisions of Title 34, Chapter 30, Section 1, Utah Code, 1953 as amended, Contractor shall give preference in the employment of workmen in the construction of this project who are citizens of the United States or who have declared their intention of becoming citizens. If Contractor fails to comply with the applicable provisions of this paragraph, this agreement shall be void.

# PART 3 COVENANTS

## 3.01 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. MSD and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the MSD and the Contractor. No assignment will release or discharge the MSD or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. Contractor shall make no assignment of money that is due without the MSD's written consent (except to the extent that the effect of this restriction may be limited by law or regulation).

## 3.02 BINDING TERMS

A. MSD and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

## 3.03 INDEMNIFICATION

A. Provisions concerning indemnification are set forth in the General Conditions.

### 3.04 DISPUTE RESOLUTION

A. In General:

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this section shall be final and binding in any suit or action arising under this Agreement or other Contract Documents, including any actions by Contractor or others against MSD or any of MSD's agents, consultants, or employees.
2. Compliance with provisions of this section shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's subcontractors and suppliers against MSD or any of MSD's agents, consultants, or employees.
3. The provisions of this section shall not preclude or limit judicial review of issues of law.
4. Ambiguities in or between Contract Documents shall be construed in favor of the MSD.

B. Procedure: Any dispute arising under or relating to the Contract Documents which is not disposed of by contract modification shall be decided pursuant to the following procedure.

1. An initial decision shall be made by the MSD in interpreting the requirements of the Contract Documents. Said decision shall be made after submission to MSD in writing by Contractor of Contractor's claim. Said claim shall be submitted to the MSD's Representative. MSD shall notify Contractor of its decision upon said claim within seven (7) calendar days after it is received by the MSD's Representative. Contractor may appeal the MSD's decision to the head of the MSD department responsible for the project. The appeal shall be made by Contractor submitting said appeal to the head of the appropriate MSD department within seven (7) calendar days of its receipt of the MSD's initial decision concerning Contractor's claim. The appeal must be in writing and contain sufficient detail to adequately notify the head of the MSD department responsible for the project of the basic factual allegations upon which it is premised and the grounds upon which Contractor believes it is entitled to relief. If the amount of the appeal exceeds five thousand dollars (\$5000), Contractor shall include a sworn statement, made upon penalty of falsification in official matters, that the claim, both as to the amount thereof and the supporting data, are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the MSD is liable. If it is ultimately determined that Contractor is unable to support its claim for reasons attributable to Contractor's misrepresentation of fact or fraud, Contractor shall be liable to MSD for an amount equal to the amount of said claim which is insupportable by reason of misrepresentation or fraud.
2. The decision of the head of the MSD department responsible for the project on Contractor's written appeal shall be issued within thirty (30) calendar days of receipt by said official of Contractor's appeal. Said decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of the department head shall be final and conclusive for the purposes of Contractor's completion of the project. Contractor may protest the decision by

making a protest, in writing, and submitting the same to the MSD's Representative. Any protest Contractor may wish to make in these circumstances must be submitted to MSD's Representative within fifteen (15) calendar days of receipt of the decision on appeal.

3. All notices sent by mail shall be conclusively presumed to have been delivered three calendar days after posting.
- C. Work During Claim, Appeal or Protest Procedures: Notwithstanding the pendency of any claim, appeal or protest thereof as provided above, Contractor shall, if so directed by MSD, proceed with the work under the Contract Documents according to MSD's direction and according to the decision on any claim or appeal. If Contractor protests the decision of its appeal to the head of the MSD's department responsible for the project within the time limit set forth above, the issues of said claim may be preserved. The existence of a claim, appeal or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- D. Appeals of Termination or Suspension of Work: Any decision by MSD to terminate or suspend the work of the project shall not be subject to the provisions of this section 3.04.

### 3.05 CONFLICT OF INTEREST

- A. Disclosures must be made as required by the Utah Public Officers' and Employees' Ethics Act, Title 67, Chapter 16, Utah Code. If Contractor aids or abets any MSD officer or agent in said officer's or agent's failure to comply with the requirements of the statutes, rules, and regulations referenced or set forth above, or fails to report to the MSD's Representative any knowledge or information Contractor has concerning any MSD officer's or agent's failure to comply with the requirements of said statutes, rules and referenced or set forth above, then this Agreement shall be void, *ab initio*.

### 3.06 OTHER PROJECT REQUIREMENTS

- A. In addition to the foregoing requirements set forth in this contract, both parties agree to incorporate the following seven documents into this Agreement and attach them hereto as well as to comply fully with the obligations set forth in the documents. These requirements and the debarment/suspension text below shall be passed on to all tiers of subcontractors working on this construction project.

Exhibits:

1. Community Development Block Grant (CDBG) Construction Project Requirements
2. Davis-Bacon Act Wage Determinations
3. Certificate of Non-Discrimination and Non-Collusion Form
4. HUD Section 3 Clause
5. Equal Opportunity Clause
6. Wage Decision and Labor Standards Provision
7. Prime and Subcontractor Business Information

**Debarment and Suspension:** No individual or business debarred or suspended from participating in Federally funded construction projects is allowed to participate in this project. It is the responsibility of the Prime/General Contractor to ensure excluded parties do not participate in this project at any level/tier. (29 CFR Part 1471, 29 CFR § 5.12, Executive Orders)

**EXHIBIT 1**

Submit with Bid

**COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) CONSTRUCTION PROJECT  
REQUIREMENTS**

THIS DOCUMENT IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT BETWEEN THE AGENCY/SUBGRANTEE AND CONTRACTOR. In the performance of this agreement and in the conduct of the Project, the CONTRACTOR shall comply with the following laws, rules and regulations. SUBGRANTEE refers to agency receiving US Department of Housing and Urban Development (HUD) funding from the COUNTY (GRANTEE).

1. (a) Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
  - (b) The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
  - (c) The Davis-Bacon Act (40 U.S.C. 276a1 to a7) as supplemented in Department of Labor regulations (29 CFR §5.5), including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.
  - (d) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330)
  - (e) All applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental protection Agency regulations (40 CFR Part 15).
  - (f) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
2. Copyrights. The CONTRACTOR agrees that if this agreement results in a book or other copyrightable material, the author shall copyright the same but the COUNTY and HUD shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material.
  3. Patents. Any discovery or invention arising out of or developed in the course of the performance of this agreement shall be promptly and fully reported by the CONTRACTOR to the COUNTY. The COUNTY, in conjunction with HUD, shall determine whether patent protection on such invention or discovery shall be sought and how the right therein shall be administered or disposed of. All matters regarding rights to inventions and materials generated under this agreement are subject to the

regulations of HUD. The CONTRACTOR shall contact the Housing and Community Development Representative of the COUNTY for additional information in this area if it is applicable under this agreement.

4. Reporting. Contractor will comply with awarding agency requirements and regulations pertaining to reporting.
5. Access. Access by the Grantee, the Subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcription.
6. Retention. Retention of all required records for three years after the expiration of the contract between the Grantee(s) and Subgrantee(s), assuming all pending matters are closed.
7. Breach. Administrative, contractual, or legal remedies in instances where contractors breach contract terms and provide for such sanctions and penalties as may be appropriate as specified in the attached contract documents.
8. Termination. Termination for cause and for convenience by the Grantee or Subgrantee including the manner by which it will be affected and the basis for settlement as specified in the attached contract documents.
9. Section 3. Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act as set forth in 24 CFR Part 75 and attached to this contract

Project Title:

Davis-Bacon General Wage Determination:

Modification Number:

Construction Type:

Contractor:

**This document, along with the above-referenced Davis-Bacon General Wage Determination, are hereby incorporated into the contract between the Contractor and the Agency listed below.**

AGREED AND ACCEPTED:

Contractor

Agency/Subgrantee

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

"General Decision Number: UT20260112 01/02/2026

Superseded General Decision Number: UT20250112

State: Utah

Construction Type: Highway

Counties: Salt Lake and Tooele Counties in Utah.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

ENGI0003-021 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 31.99	17.64

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SUUT2019-024 04/03/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.39	8.59
CEMENT MASON/CONCRETE FINISHER...	\$ 20.73	2.79
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 27.59	7.78
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 17.97	1.62
INSTALLER - SIGN.....	\$ 16.07	2.66
IRONWORKER, REINFORCING.....	\$ 26.61	11.60
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 21.11	8.65
LABORER: Common or General.....	\$ 17.32	2.66
LABORER: Landscape.....	\$ 14.60	2.66
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.89	3.21
LABORER: Pipelayer.....	\$ 19.35	6.64
LABORER: Grade Checker.....	\$ 19.31	7.78
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.95	6.81
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.31	3.31
OPERATOR: Broom/Sweeper.....	\$ 22.56	6.55
OPERATOR: Concrete Finishing		

GREATER SALT LAKE MSD  
 9100 West Sidewalk 2700 S to 2820 S  
 Contract Number: HCD24111CH  
 Wage Determination applicable  
 to this project provided on 3/26/2026  
 To lock this Wage Determination, the  
 contract must be signed within 90 days.  
 For questions or additional assistance,  
 contact your compliance analyst,  
 Madeline Martinez at  
 MadeMartinez@saltlakecounty

Machine.....	\$ 18.76	6.55
OPERATOR: Crane.....	\$ 30.66	10.61
OPERATOR: Drill.....	\$ 27.44	15.65
OPERATOR: Grader/Blade.....	\$ 27.40	15.65
OPERATOR: Loader.....	\$ 25.37	15.65
OPERATOR: Mechanic.....	\$ 27.55	15.65
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.37	15.65
OPERATOR: Pump.....	\$ 19.18	4.23
OPERATOR: Roller.....	\$ 25.85	15.65
OPERATOR: Screed.....	\$ 22.41	15.65
OPERATOR: Pavement Marking Grinder.....	\$ 24.37	15.65
TRAFFIC CONTROL: Flagger.....	\$ 11.31	1.57
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 20.59	8.65
TRUCK DRIVER: Dump Truck.....	\$ 22.29	9.09
TRUCK DRIVER: Lowboy Truck.....	\$ 24.56	11.47
TRUCK DRIVER: Oil Distributor Truck.....	\$ 26.12	12.14
TRUCK DRIVER: Vactor.....	\$ 23.40	0.00
TRUCK DRIVER: Water Truck.....	\$ 24.27	11.09

GREATER SALT LAKE MSD  
9100 West Sidewalk 2700 S to 2820 S  
Contract Number: HCD24111CH  
Wage Determination applicable  
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To lock this Wage Determination, the  
contract must be signed within 90 days.  
For questions or additional assistance,  
contact your compliance analyst,  
Madeline Martinez at  
MadeMartinez@saltlakecounty

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

GREATER SALT LAKE MSD  
9100 West Sidewalk 2700 S to 2820 S  
Contract Number: HCD24111CH  
Wage Determination applicable  
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Madeline Martinez at  
MadeMartinez@saltlakecounty

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor

GREATER SALT LAKE MSD  
9100 West Sidewalk 2700 S to 2820 S  
Contract Number: HCD24111CH  
Wage Determination applicable to this project provided on 3/26/2026  
To lock this Wage Determination, the contract must be signed within 90 days.  
For questions or additional assistance, contact your compliance analyst, Madeline Martinez at MadeMartinez@saltlakecounty

200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

"

GREATER SALT LAKE MSD  
9100 West Sidewalk 2700 S to 2820 S  
Contract Number: HCD24111CH  
Wage Determination applicable to this project provided on 3/26/2026  
To lock this Wage Determination, the contract must be signed within 90 days.  
For questions or additional assistance, contact your compliance analyst, Madeline Martinez at MadeMartinez@saltlakecounty

"General Decision Number: UT20240112 01/05/2024

Superseded General Decision Number: UT20230112

State: Utah

Construction Type: Highway

Counties: Salt Lake and Tooele Counties in Utah.

HIGHWAY CONSTRUCTION PROJECTS

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)(1).

<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"> <li>◆ Executive Order 14026 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<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"> <li>◆ Executive Order 13658 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.</li> </ul>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

ENGI0003-021 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 31.99	17.64

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SUUT2019-024 04/03/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.39	8.59
CEMENT MASON/CONCRETE FINISHER...	\$ 20.73	2.79
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 27.59	7.78
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 17.97	1.62
INSTALLER - SIGN.....	\$ 16.07 **	2.66
IRONWORKER, REINFORCING.....	\$ 26.61	11.60
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 21.11	8.65
LABORER: Common or General.....	\$ 17.32	2.66
LABORER: Landscape.....	\$ 14.60 **	2.66
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.89 **	3.21
LABORER: Pipelayer.....	\$ 19.35	6.64
LABORER: Grade Checker.....	\$ 19.31	7.78
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.95	6.81
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.31	3.31
OPERATOR: Broom/Sweeper.....	\$ 22.56	6.55
OPERATOR: Concrete Finishing Machine.....	\$ 18.76	6.55
OPERATOR: Crane.....	\$ 30.66	10.61
OPERATOR: Drill.....	\$ 27.44	15.65
OPERATOR: Grader/Blade.....	\$ 27.40	15.65
OPERATOR: Loader.....	\$ 25.37	15.65
OPERATOR: Mechanic.....	\$ 27.55	15.65
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.37	15.65
OPERATOR: Pump.....	\$ 19.18	4.23
OPERATOR: Roller.....	\$ 25.85	15.65

OPERATOR: Screed.....	\$ 22.41	15.65
OPERATOR: Pavement Marking Grinder.....	\$ 24.37	15.65
TRAFFIC CONTROL: Flagger.....	\$ 11.31 **	1.57
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 20.59	8.65
TRUCK DRIVER: Dump Truck.....	\$ 22.29	9.09
TRUCK DRIVER: Lowboy Truck.....	\$ 24.56	11.47
TRUCK DRIVER: Oil Distributor Truck.....	\$ 26.12	12.14
TRUCK DRIVER: Vactor.....	\$ 23.40	0.00
TRUCK DRIVER: Water Truck.....	\$ 24.27	11.09

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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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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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.

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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 DECISION"

# EXHIBIT 3

Submit with Bid



## CERTIFICATE OF NON-DISCRIMINATION AND NON-COLLUSION SALT LAKE COUNTY HOUSING & COMMUNITY DEVELOPMENT

**PROJECT NAME** \_\_\_\_\_ **PROJECT NUMBER** \_\_\_\_\_

As a condition precedent to the award by \_\_\_\_\_

of the Project identified above, I, \_\_\_\_\_,  
(PRINT NAME OF AUTHORIZED AGENT)

of \_\_\_\_\_,  
(PRINT NAME OF FIRM)

do certify that neither I, nor to the best of my knowledge, any member or members of my firm or company discriminates against any employee or applicant for employment of the firm, because of race, religion, color, sex, ancestry, age, disability or national origin. I will take necessary action to ensure the process of employment and application for employment is free from discrimination on these bases. Such action shall include, but not be limited to the following: hiring, upgrading, promotion, discipline, transfer, recruitment or recruitment advertising, layoffs, terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

I agree to post in a conspicuous place, available to employees and applicants for employment, notices provided by appropriate government agencies setting forth the provisions of this certificate. Further, I will, in all solicitations or advertisement for employment placed by or on behalf of myself and my company, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, ancestry, age, disability or national origin.

Furthermore, I do certify that neither I, nor to the best of my knowledge, any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, scheme, or otherwise taking any action in violation of law or regulations, or doing any act otherwise prohibited by Salt Lake County.

I am aware that any contract awarded my firm for this project may be terminated in the event of a finding of non-compliance by Salt Lake County with any requirements of this certificate.

Under UCA Section 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct. **Initials** [\_\_\_\_].

Further, under 28 U.S.C. Section 1746, I declare under penalty of perjury that foregoing is true and correct. **Initials** [\_\_\_\_].

**Certified By** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

## EXHIBIT 4

# SECTION 3 CLAUSE

**“Section 3” Compliance.** The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

(a) The work to be performed under this Agreement 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 Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(d) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

(f) The Subrecipient will require all contractors and subcontractors for this project to report Section 3 compliance information immediately upon request to Salt Lake County and to maintain records demonstrating such compliance for a period no less than 4 years after close of the project.

(g) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

## EXHIBIT 5

### Equal Opportunity Clause

The following equal opportunity clause shall be applicable in contracts of \$10,000.00 and above:

During the performance of this *Contract*, the *Contractor* agrees as follows:

- (1) The *Contractor* shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The *Contractor* shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Contractor* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The *Contractor* shall, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The *Contractor* shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the *Contractor's* commitments under SECTION 202 of EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The *Contractor* shall comply with all provisions of EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, and of the rules, regulations, and relevant orders of the *United States Secretary of Labor*.
- (5) The *Contractor* shall furnish all information and reports required by EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, and by the rules, regulations and orders of the *Secretary of Labor*, or pursuant thereto, and shall permit access to its books, records, and accounts by the *United States Department of Labor* and the *Secretary of Labor* for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the *Contractor's* noncompliance with the nondiscrimination clauses of this *Contract* or with any of such rules, regulations, or orders, this *Contract* may be canceled, terminated or suspended in whole or in part and the *Contractor* may be declared ineligible for further Government contracts in accordance with procedures authorized in EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, or by rule, regulation, or order of the *Secretary of Labor*, or as otherwise provided by law.
- (7) The *Contractor* shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the *Secretary of Labor* issued pursuant to SECTION 204 of EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, so that each provision shall be binding upon each subcontractor or vendor. The *Contractor* shall take such action with respect to any subcontract or purchase order at the *Department* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the *Contractor* becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the *Department*, the *Contractor* may request the *United States* to enter into such litigation to protect the interest of the *United States*.

# EXHIBIT 6

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

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### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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form HUD-4010 (06/2009)

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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

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

**(iii)** The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; Liability for unpaid wages; Liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

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



	HCD Use Only
Form 2516	<input type="checkbox"/>
Form 4710	<input type="checkbox"/>
Scanned	<input type="checkbox"/>

**PRIME AND SUBCONTRACTOR BUSINESS INFORMATION**

*Please complete all sections of the following form*

PROJECT NAME AND LOCATION: \_\_\_\_\_

DATE OF CONTRACT AWARD: \_\_\_\_\_ DATE OF CONTRACT SIGNATURE: \_\_\_\_\_

Company Name (Include all DBAs): \_\_\_\_\_

Company Street/Mailing Address: \_\_\_\_\_

Company City, State, Zip Code: \_\_\_\_\_

Company Website Address: \_\_\_\_\_

Company IEID Number: \_\_\_\_\_

Company Business License #: \_\_\_\_\_ From Jurisdiction: \_\_\_\_\_

Type of Work for This Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Representative's Phone Number: \_\_\_\_\_

Representative's Email Address: \_\_\_\_\_

Business Owner(s) [List All]:  
 \_\_\_\_\_

**CHECK ALL THAT APPLY**

**Type of Trades:**

- 1 New Construction  
  2 Substantial Rehab  
  3 Repair  
  4 Service  
  5 Project Management  
 6 Professional  
 7 Tenant Service  
 8 Education/Training  
 9 Architecture/Engineering/Appraisal  
 10 Other (List) \_\_\_\_\_

**Business Ownership:**

- 1 White American  
 2 Black American  
 3 Native American  
 4 Hispanic American  
 5 Asian/Pacific American  
 6 Hasidic Jew  
 7 Woman-Owned Business Enterprise

**\*\* Please Attach Woman- or Minority Business-Owned Status Affirmation on Letterhead \*\***

**PART 4 EXECUTION**

**4.01 EFFECTIVE DATE**

A. MSD and Contractor execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**4.02 CONTRACTOR’S SUBSCRIPTION AND ACKNOWLEDGEMENT**

A. Type of organization:

\_\_\_\_\_  
(corporation, partnership, sole proprietorship, joint venture, LLC, etc.)

B. If Contractor is a corporation, attach a corporate resolution evidencing Contractor’s authority to sign.

C. Contractor’s Utah license number: \_\_\_\_\_

D. Contractor’s Utah license designation: \_\_\_\_\_

E. Contractor’s signature: \_\_\_\_\_

F. Signer’s printed name: \_\_\_\_\_

G. Title of person signing: \_\_\_\_\_

**H. Required Acknowledgement:**

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
(person acknowledging, title or representative capacity) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Residing at:

(Commission expiration date and residency may be omitted if information is included in notarial seal.)

**I. Agent for Service of Process:**

1. Agent’s signature: \_\_\_\_\_

2. Agent’s title: \_\_\_\_\_

J. Corporate Authority:

At the request of the MSD, evidence satisfactory to the MSD shall be submitted which shows the person executing this Agreement has the requisite authority to do so.

**4.03 GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT'S SUBSCRIPTION**

A. Greater Salt Lake Municipal Services District's signature:

\_\_\_\_\_  
MSD General Manager

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

B. MSD's Acknowledgement:

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_, personally appeared before me

who being duly sworn, did say that s/he is the

\_\_\_\_\_ of Greater Salt Lake Municipal Services

District (MSD), and that the foregoing instrument was signed on behalf of the MSD, by

authority of law.

(notarial seal goes here)

\_\_\_\_\_  
NOTARY PUBLIC

END OF DOCUMENT