



INVITATION FOR BIDS

IFB NO.: DCHE 2010-14

CONSTRUCTION SERVICES

For

**Kentucky Courts Garden Project
13th and C Streets, SE
Washington, DC 20003-2344**

(X) **SEALED BID**

ISSUE DATE 05/09/10

BIDS WILL BE RECEIVED UNTIL: 06/2/10@11:00a.m.

CONTRACTING OFFICER: Lisa Dean

PHONE (202) 535-1212 **FAX** (202) 535-1111

Bids will be opened on the date and hour shown above.

In compliance with this Invitation for Bids and subject to all conditions imposed herein, the undersigned offers, and agrees, to furnish any or all of the items at the price set for each item.

Name and Address of Firm:

Name _____

Date _____

Address _____

By _____

City _____ State _____

Signature In Ink

Zip _____

Title _____

FIN OR SS NO. _____

Telephone # _____

FAX# _____

DEADLINE FOR SUBMITTING QUESTIONS is May 19, 2010 no later than 12:00 noon. (EDT) to email admsrv@dchousing.org.

SECTION A – GENERAL INTRODUCTION

A.1 PURPOSE

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids from qualified sources to establish a contract with one or more qualified contractors to provide the services as described herein for DC Housing Enterprises (“DCHE”), a wholly-owned subsidiary of the District of Columbia Housing Authority (“DCHA”).

The IFB is intended to identify potential contractors to perform demolition/excavation, electrical and site lighting, landscaping and site furnishings, construction, sidewalk, curb and gutter services, and all associated costs for the development of a community park and garden approximately 6000 square feet, located on the corner lot at 13th and C Street, SE (“Property”). The IFB content provides the bidder sufficient information relating to the contractual requirements. These requirements shall be incorporated into a contract resulting from this IFB. The bid(s) must reflect the contractor’s ability to provide services to meet the objectives of this IFB.

A.2 SUMMARY

DCHE was created on February 12, 2002, and is a 501(c) (3) non-profit corporation created for the express purpose of supporting and benefiting DCHA by engaging in activities that will ultimately enhance the supply of affordable housing and encourage related community development in and around the District of Columbia. To achieve this goal, DCHE serves as a non-profit development corporation, alone or in partnership with other development partners, whose primary focus is the acquisition and rehabilitation, development or redevelopment of property or land that will result in the increase of low-, moderate- or mixed-income housing and community facilities in the District of Columbia.

DCHE is the general contractor on this project. DCHE seeks qualified bidders to subcontract and provide the following construction services:

1. 2010-14A- Selective Demolition, Excavation, Compaction & Rough Grading;
2. 2010-14B- Site Lighting and Power;
3. 2010-14C- Ornamental Metal Fencing, Final Grading, Stone Pavers, Planters & Landscaping;
4. 2010-14D- Site Furnishings, Shed and Pergola;
5. 2010-14E- Sidewalk, Curb and Gutters

The existing site is 100% impervious and is currently used as a parking

lot. The proposed site will be a community park using sustainable materials with very little impervious space.

A.3 ADMINISTRATIVE

a. Bids shall be submitted by either first-class mail via the U.S. Postal Service, overnight courier delivery service, or hand-delivery to the address shown below. It is the responsibility of the BIDDER (not DCHE) to ensure that bids are delivered to the SPECIFIED LOCATION by the date and time noted above. To distinguish bids from other mail, the envelope or package should be clearly marked "KENTUCKY COURTS BID DOCUMENT." Faxed bids will not be accepted for sealed bid solicitations.

Bids must be submitted in accordance with the guidelines set out in this IFB and must be signed by the bidder. All inquires for information should be directed to:

District of Columbia Housing Authority
c/o DC Housing Enterprises
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599
Attention: Lisa Dean, DCHA Contracting Officer
Email: ldean@dchousing.org or
admsrv@dchousing.org
Phone: (202) 535-1212; Fax: (202) 535-1111

The cost for the solicitation documents and drawings (drawings in PDF format) is \$20.00. DCE will accept payment in the form of a certified bank check, money order or company check. No personal checks accepted.

b. Question Period

Any requests for explanation or interpretation of this IFB shall be sent via email or facsimile not later than **May 19, 2010**. Any question directly related to the IFB will be furnished promptly to all bidders via email and by posting the question and the corresponding answer on the DCHE website at www.dchousingenterprises.org.

c. Timetable for Selection and Award

Task	Date
IFB Issuance Date	May 09, 2010
Written Questions Due	May 19, 2010 @ 12:00 noon
Bid Due	June 2, 2010@11:00am

*All dates listed above are subject to change at the sole discretion of DCHE. This section is only provided as a guideline for the projected dates of activities required through the IFB process in accordance with the procurement guidelines of DCHE. Commencement dates for each construction phase will be staggered and coordinated between DCHE and each contractor.

d. Award of Contract

The award will be made to the lowest responsive and responsible bidder(s). DCHE reserves the right to make one or multiple awards for this IFB. DCHE also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

e. Retention of Bids

All bids, once submitted, shall become property of DCHE and will not be returned to the bidders.

f. Proprietary and/or Confidential Information

Because DCHE is a wholly-owned subsidiary of DCHA, an independent authority of the District of Columbia, DCHE is subject to the District of Columbia Freedom of Information Act (DCFOIA), DC Code §2-532. As such, no disclosure made pursuant to such law by DCHE shall be a violation of any obligations of DCHE. Information submitted to DCHE in response to this IFB is subject to public disclosure under DCFOIA, unless a bidder can demonstrate that the identified part or parts of the bid falls within one or more of the exceptions to public disclosure listed under DCFOIA. DCHE will process any request for information comprising all or part of a bid in accordance with the procedures proscribed by DCFOIA.

If a bidder believes that certain information in its response is exempt from required public disclosure under DCFOIA, the bidder must specifically identify the information and the exception(s) that it believes applies, with specific detailed reasons. DCHE will disregard blanket statements regarding the confidentiality of bids and such statements will be deemed null and void. In the event a bid contains proprietary and/or confidential information, the bidder shall conspicuously label the section of the document containing the propriety and/or confidential information "**PROPRIETARY AND/OR CONFIDENTIAL.**" DCHE shall evaluate all information labeled as such and make a determination as to its proprietary and confidential treatment. If DCHE determines that such information

qualifies as proprietary and/or confidential, DCHE shall keep strictly confidential the provisions of such bid and shall cause all persons who need to know such information to keep strictly confidential the information and transaction contemplated hereunder. DCHE shall not use or disclose any such information to the public for any purpose, except for evaluation purposes pursuant to this IFB or as may be required by law or judicial process.

g. Bid Guarantee Period

Each bid submitted shall be accompanied by a certification that the bidder will keep its initial offer open for at least ninety (90) days, unless otherwise stipulated in writing from DCHE that the bidder will execute the contract and meet other requirements within the timeframe specified in the IFB or upon DCHE's request.

h. Pricing Schedule

Prices must be submitted on a firm, fixed price basis as follows:

Number of Items	Description*	Materials	Time	Labor Hourly or Fee-based	Total Cost
	*This schedule is an example of the pricing schedule to be submitted and is not exclusive to the description of work listed above.				

Bidders shall submit a budget for each scope of work contained in the bid.

i. Late Bids, Modifications and Withdrawals of Bids

Bids and modifications to bids that are received in the designated office after the time specified in the IFB shall be deemed "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (1) the bid or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

(2) The bid or modification was sent by mail and it is determined by the Contracting Officer that delay was caused by no fault or negligence of the bidder; or

(3) The bid is the only submission received.

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal DCHE of timely mailing.

Any request for withdrawal or request for modification received after the time and date set for submission of offers at the place designated for submission shall be considered "late".

A late bid, late request for modification, or late request for withdrawal shall not be considered, unless DCHE determines that it is in its best interest to do so.

j. Acknowledgement of Addenda

In the event DCHE issues an addendum to this IFB, each bidder shall acknowledge receipt of any such addendum by submitting a written certification of receipt as an exhibit to its bid. Bidder's failure to acknowledge receipt of any addendum may result in rejection of the bid.

A.3 Type of Contract

This is a firm fixed price contract for the services specified in the Scope of Work. DCHE will utilize the following AIA contract forms:

**AIA A201-2007 General Conditions of the Contract for
Construction
AIA A401-2007 Standard Form of Agreement between
Contractor and Subcontractor**

A.4 DCHE Payment Procedure

DCHE payment policy requires all invoices to be processed only on the 1st and 15th of each month and payable on a net thirty (30) day basis. In

order to ensure timely processing and payment, DCHE requires the following procedure:

- a. All payment requests must be addressed as follows and forwarded to:

DC Housing Enterprises (DCHE)
1133 North Capitol Street, N.E., Suite 147
Washington, D.C. 20002-7599

- b. A proper invoice shall contain the following information:
 - Contract and Purchase Order Number;
 - Identification of services consistent with the contract requirement and supporting documentation; and
 - Authorized Contractor Representative's Signature.

A.5 Examination and Retention

DCHA, HUD, or Inspector General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under any contract made pursuant to this IFB, have access to and the right to examine any of the contractor's transactions related to the contract for the purpose of making audits, examinations, excerpts, and transactions.

SECTION B – SCOPE OF WORK

B.1 SUMMARY OF WORK

B.1.1 *This procurement is being funded by the U.S. Department of Housing and Community Development (HUD) with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (ARRA), for Public Housing Capital Fund Recovery Grant Programs funds (ACT). Bidder, if selected, hereby agrees to comply with all ARRA requirements, including the Act, any and all terms and provisions of the application of ARRA funds related to the Project, the Amendment of the Annual Contributions Contract with HUD related to the Project, and any and all applicable regulations, guidance and notices issued by the federal government related to ARRA. Bidder further agrees to adhere to certain compliance requirements under ARRA including, but not limited to, Buy American requirement, quarterly expenditure and job reporting, to the extent applicable.*

B.2 SELECTIVE DEMOLITION & EXCAVATION SUMMARY OF WORK

1. Demolition of vacant lot and site to include, but not limited to, demolition, recycling, removal, haul-off and disposal of the following materials: steel, wood, concrete slab, concrete foundation, concrete or block perimeter and footings, concrete columns, concrete beams, concrete grade beams, green area or landscape area, block/brick walls, retaining walls, piping, plumbing fixtures, capping and disconnection and excavation and removal of underground pipes, asphalt, miscellaneous site concrete, exterior chain link fencing, parking lot concrete, masonry, parking lot sub-base, utility poles, abandoned overhead and underground utility lines and cable and equipment, non-PCB electric transformers, site lights including conduit and any related structures and all other miscellaneous materials located within the lot or within the Limits of Disturbance at the time of demolition, as directed by DCHE.
2. All demolition and excavation work to be coordinated with other trades where necessary.
3. Contractor shall provide and maintain Erosion and Sediment Control per District of Columbia Department of the Environment Natural Resources Administration Watershed Protection Division (DDOE) approved plans and specifications before demolition and during construction activities. See Contract Drawings C-1 thru C-10, signed and sealed by DDOE, for Stormwater Management on 04/13/2009. DDOE Approved Erosion and Sediment Control will be distributed to contractor at award of contract. Contractors interested in viewing approved Erosion and Sediment Control drawings before submitting a bid must contact the Project Manager, Angel Reynolds, before May 17, 2010 at 202-535-2822 or by email at areynold@dchousing.org.
4. If any overhead utilities or on-site street lights remain at the time of demolition, Contractor will work around overhead lines, as safe practices allow.
5. The work in summary consists of demolishing the parking lot within the Limits of Disturbance area, as shown on the contract drawings. Contractor shall recycle any and all excavated debris, building materials, masonry, concrete and asphalt and provide DCHE dump tickets for all materials hauled from the site.

6. Contractor will develop, submit and implement a Waste Management Plan to DCHE prior to the start of demolition operations. The plan must include the following:
 1. List of recycling facilities, reuse facilities, municipal solid waste landfills and other disposal area(s) to be used:
 - Name, location and phone number
 - Copy of Permit or license for each facility
 2. Identify materials to be recycled and the recycling site.
 3. Identify materials that cannot be recycled and the disposal location.
7. Contractor shall provide DCHE documentation of all recycled material.
8. All non-recyclable material produced in demolition operations, as detailed in this scope of work, shall be removed from the project site by the contractor, at contractor's sole expense. Contractor shall be responsible for the transportation and disposal of any and all material excavated, in accordance with all local and Federal laws, rules and regulations.
9. Use of explosives or fire will not be permitted.
10. Demolition and excavation work to be completed per the contract plans supplied by DCHE.
11. Except where dimensions are shown, plans and drawings are diagrammatic.
12. Contractor agrees to provide all labor and materials historically included and associated with demolition and excavation work not specifically detailed herein.
13. Contractor shall be responsible for terminating and/or capping all trench drains, sanitary sewer lines and wet lines per the District of Columbia laws and regulations.
14. Contractor shall coordinate any natural gas supply line disconnection with Washington Gas, where applicable.

15. Contractor shall coordinate any electrical service disconnection with PEPCO and DCHE's Electrical Contractor, where applicable.
16. Contractor shall coordinate any disconnection with Verizon and Comcast for any phone and cable TV service lines, where applicable.
17. Contractor shall provide all electrical service needed or required to complete the scope of work at no additional cost to the DCHE.
18. Contractor shall remove all debris from the immediate street and sidewalk area during the demolition/construction process. The streets and sidewalks adjacent to the project site shall be clean and broom swept by the contractor at the end of each work day.
19. Contractor shall provide staging areas and construction entrances as required by the District of Columbia and shown on approved drawings.
20. All equipment, material or earth removed shall become the property of the contractor upon removal, unless otherwise specified herein.
21. Contractor shall remove and dispose of any and all fill (good or bad) per the plans and specifications, or as directed by DCHE.
22. Contractor shall ensure that adequate protection measures are provided to ensure the health and safety of workers and the general public. During the demolition operations, the sidewalks and streets around the perimeter of the Project shall be kept clear as to allow pedestrian and traffic access.
23. Contractor's personnel or workers shall wear proper attire such as hard hats, protective shoes/boots, eye wear, etc. during all demolition/ construction activities.
24. Contractor shall perform all work in compliance with the safety regulations of the District of Columbia and U.S. Department of Occupational Safety and Health Administration (OSHA). Contractor shall submit a Safety Plan Manual to DCHE prior to the start of demolition operations. Contractor shall also conduct weekly safety

meetings with all personnel working on the project site and provide documentation that contains the date, time, attendance roster, and minutes of each meeting.

25. DCHE will obtain any required DCRA Building/Demolition and DDOT Public Space permits.
26. Contractor shall field verify all existing conditions, dimensions and utilities.
27. Contractor shall comply with all current District of Columbia and national building codes.
28. Contractor shall be responsible for all demolition, rough and sub-base grading work.
29. The Contractor shall immediately provide DCHE written notice of any suspected ACM's discovered during the demolition operations. Upon notification by contractor, DCHE shall inspect the materials and make a determination as to the discovered material. DCHE shall notify contractor of its determination. All decisions by DCHE will be considered final. No production schedule extensions will be granted due to suspected ACM reporting.
30. There are no suspected underground storage tanks within the project site or the footprint of the vacant lot. DCHE will be responsible for the excavation, removal and disposal of any underground tanks discovered during the demolition process.
31. Contractor shall schedule all applicable inspections and must have an appropriate representative on site at the time of inspection.
32. Contractor shall be responsible for any and all charges and/or expenses incurred for any failed inspections.
33. Contractor shall be responsible for securing the entire project site for the duration of the demolition operations. All entry gates must be locked and/or secured at the end of each work day. Access to the project site will be controlled by the Contractor during the work day throughout the contract period. Contractor will maintain the fence in good working condition until completion of the project and final payment is made.

34. Contractor shall post and maintain “no trespassing signs” for the duration of the project.
35. Contractor shall provide security as necessary to protect the project site and any and all equipment contained thereon during demolition operations. DCHE shall have no responsibility for contractor’s equipment and/or tools left on the project site.
36. Contractor shall provide all street barricades and flag persons as needed to implement the Traffic Control Plan or as directed by the District of Columbia or DCHE, as may be required to conduct demolition operations. Traffic control personnel must be certified by the District of Columbia or DDOT.
37. Contractor shall coordinate with Miss Utility and mark all existing utility lines prior to the commencement of any demolition operations.
38. Contractor shall take all necessary precautions to avoid damaging any existing utility and service lines located within the Limits of Disturbance and shall be responsible for any and all damages caused by contractor or its employees, agents, and representatives. Contractor shall coordinate work with the DCHE to maintain continuation of any and all required services.
39. Contractor shall assume full responsibility for the protection and safekeeping of adjacent properties, roads, sidewalks, trees, underground and public utilities that are not a part of the demolition operations.
40. Contractor shall ensure that there is no ponding on site upon completion of the demolition operations.
41. Contractor shall provide three (3) copies of As-builts to DCHE at the completion of all work.

B.3 ELECTRICAL SUMMARY OF WORK

1. The contractor shall provide and install new electrical service for the proposed Park and Garden project. Electrical work shall include the supply, installation and testing of a complete Site Lighting system per the contract documents.

All new lighting shall be energy efficient per the plans and specifications. Note: All power supply shall originate from the boiler room of 1301 C Street, SE. New or proposed PEPCO Meter, Transformer and in-grade flood lights (A-1, (three)) along the existing ramp are Not-In-Contract.

2. Contractor shall coordinate the placement and tie-in of the Site Lighting power system to PEPCO transformers and shall schedule all inspections and approvals for tie-ins, as required by PEPCO.
3. The contractor shall coordinate and work with other contractors on the project site throughout the duration of the project, as necessary.
4. Contractor shall coordinate all new electrical service and Site Lighting with DCHE's demolition contractor to trench and install a new electrical conduit.
5. Contractor shall provide power to all new or proposed equipment and parts on the project site.
6. Contractor shall pay any and all fees required and obtain an electrical permit for the project within 48 hours of receiving a Letter of Intent from DCHE.
7. Contractor's work area shall be in accordance with the "Limits of Disturbance" and the appropriate corresponding Public Space as noted on the Contract Drawings and as indicated in the Contract Documents.
8. Contractor shall provide and pay for any and all labor, materials, tools, equipment, machinery and transportation as required for the proper execution and completion of the new electrical service in the affected area within the limits of disturbance and/or as detailed in the Contract Documents.
9. Contractor shall protect all existing and remaining underground utilities.
10. Contractor shall coordinate work with all other contractors working on the project site to complete the scope of work at no additional cost.
11. Contractor will sequence work as directed by DCHE.

12. Electrical work, in summary, consists of obtaining an electrical permit, installation of new electrical lighting, sub-meter, and power necessary for the proposed water feature or fountain, within the Limits of Disturbance area as shown on the Contract Drawings.
13. Contractor shall field verify all existing conditions, dimensions and utilities.
14. Contractor shall provide shop drawings for review and approval by DCHE prior to any commencement of work.
15. Contractor shall provide DCHE three (3) copies of As-builts at the completion of all work.
16. Contractor shall be an electrician licensed to perform electrical work in the District of Columbia.
17. Contractor shall perform work in compliance with the safety regulations of the District of Columbia and OSHA. The contractor shall also provide DCHE a Safety Plan Manual for the project prior to the commencement of any work. Contractor shall also conduct weekly safety meetings with all personnel working on the project site and provide documentation that contains the date, time, attendance roster, and minutes of each meeting.
18. Contractor's personnel or workers shall wear proper attire such as hard hats, protective shoes/boots, eye wear, etc. during all work operations.

B.4 SIDEWALKS, CURB & GUTTERS SUMMARY OF WORK

1. Contractor shall demolish existing sidewalks, curbs and gutters as per plans and construct new sidewalk curb and gutters in accordance with DC code- District of Columbia Department of Transportation. *Note: Contractor shall restore C Street sidewalks with brick pavers per DC Standard rather than concrete pavers. Proposed sidewalk brick pattern and color shall be same color as 13th Street. Also, Contractor shall submit a cost for demolishing and replacing the two accessible curbs at the corner of 13th & C Streets in his/her bid.*
2. The Contractor shall field verify all existing conditions, dimensions and utilities.

3. Contractor shall provide all street barricades, signage and flag persons as needed to implement the Traffic Control Plan or as directed by the District of Columbia or the DCHE as may be required to implement this scope of work. Traffic control personnel must be certified by the District of Columbia or DDOT.
4. Contractor shall perform work in compliance with the safety regulations of the District of Columbia and OSHA. The contractor shall also provide DCHE a Safety Plan Manual for the project prior to commencement of any work. Contractor shall conduct weekly safety meetings with all personnel working on site and document with meeting agenda, date, time, sign-in sheet, minutes of meeting.
5. Contractor's personnel or workers shall wear proper attire such as hard hats, protective shoes/boots, eye wear, etc. during all work operations.
6. Contractor shall submit for DDOT and DCHE approval all materials to be used on project prior to installation including, any and all samples of brick/pavers. No material proposals shall be substituted or accepted.
7. Contractor shall also include in his/her bid the cost to demolish and replace two (2) handicap curb ramps located at the corner of 13th and C Streets.
8. Contractor to protect all underground and aboveground utilities from damage.
9. Contractor shall pay for and provide three (3) copies of As-builts to DCHE at the completion of all work.
10. DCHE has paid for above ground and subsurface public space permits and traffic control plans.
11. Prior to starting all work in public space contractor must contract DDOT inspector at least 72 hours in advance, coordinate and obtain "No Parking Permits", etc.
12. Contractor shall correct any damages made in public space during construction at his own expense.

13. Brick color, size, and type to be consisted with District Department of Transportation (DDOT) requirements.
14. Contractor shall make every effort to recycle all sidewalk brick.

B.5 ORNAMENTAL METAL FENCING, FINAL GRADING, STONE PAVERS, PLANTERS & LANDSCAPING SUMMARY OF WORK

1. Contractor shall provide and install ornamental metal fencing, stone pavers, planters and landscaping as per contract drawings.
2. Contractor will submit all tree, shrub and hydro seed material to DCHE within 2 days of Notice-To-Proceed. No material substitutions shall be proposed or accepted. Contractor shall be responsible for supplying acceptable material as required by DDOT, Urban Forestry Administration, DCHA and DCHE.
3. Contractor shall excavate and remove existing soil as required in order to implement this contract work.
4. Contractor shall provide minor final grading, fine raking, minor trash pickup, removal of trash and rocks and debris at all contract work areas as required,
5. Contractor shall submit for DCHE approval all materials, including samples of brick/pavers, to be used on the project prior to installation, no exceptions.
6. Contractor shall pay for arrange and notify VIKA, Inc. for approvals or hire an independent engineer regarding staking out lines, arches and entire layout of Park. Contractor shall pay for fees to VIKA for layout services or obtain approval from DCHE to hire others.
7. Contractor shall perform work in compliance with the safety regulations of the District of Columbia and OSHA. The contractor shall also provide a Safety Plan Manual for this project prior to the execution of his/her contract. Contractor shall conduct weekly safety meetings with all personnel working on site and document with meeting agenda, date, time, sign-in sheet, minutes of meeting.

8. Contractor shall coordinate Landscaping installation work closely with all other contractors working on the project site. Contractor may be required to install Landscaping while other contractors are working on site. If new perimeter fencing is installed prior to Landscaping, Contractor may be required to work around new perimeter fencing.
9. Contractor will excavate, remove and dispose of all existing miscellaneous building materials in the project site in the area of Landscaping installation from time to time as may be required to complete work.
10. The Contractor shall field verify all existing conditions, dimensions and utilities.
11. Contractor shall submit for DCHE approval all materials to be used on project prior to installation, no exceptions. Brick color should be reddish brown or tan to match existing retaining wall. Mortar color should be neutral and approved by DCHE.
12. Contractor shall ensure that there is no ponding on site at completion of work.
13. Contractor shall provide three (3) copies of As-builts to DCHE at the completion of all work.

Note: Contractor shall perform and pay for final grading and compaction tests prior to starting landscaping and installing stone pavers. Compaction tests must be certified in writing to DCHE from company that specializes in compactions.

B.6 SITE FURNISHINGS, SHED AND PERGOLA SUMMARY OF WORK

1. Contractor shall provide and install all site furnishings, shed and pergola as per contract drawings and noted below. Note: The contractor shall install a roof on pergola to insure proper drainage to rain barrel(s). Contractor shall provide shop drawings of all proposed structures to be built and submit all materials, colors and equipment for DCHE approval prior to the commencement of work.
2. The contractor shall also provide a Safety Plan Manual for this project prior to the execution of his/her contract. Contractor shall conduct weekly safety meetings with all

personnel working on site and document with meeting agenda, date, time, sign-in sheet, minutes of meeting. Contractor shall perform work in compliance with the safety regulations of the District of Columbia and OSHA

3. The Contractor shall field verify all existing conditions, dimensions and utilities.
4. Contractor shall submit for DCHE approval for all materials to be used on project prior to installation. No material substitutions shall be proposed or accepted.
5. Note: Contractor shall provide and install the following site furnishings and quantities equal to or greater than *Victor Stanley, Inc.*:
 1. Table with Benches- Model # CM-56- 8ft; Quantity-One (1)
 2. Benches- Homestead Series Model #8- 6 ft; Quantity Five-(5)- Installation location of additional benches to be determined by DCHE
 3. Receptacle – Model #RHF-24: Quantity-Three (3)
 4. Additional: Receptacle- Upbeat Site Furnishings- 96 gal Tri-recycler, Model #D6015; Quantity- One(1); -Installation location to be determined by DCHE.
 5. Rain Barrel- Quantity One (1)-Location and style to be determined by DCHE.
6. Contractor shall provide three (3) copies of As-builts to DCHE at the completion of all work.

SECTION C – BID REQUIREMENTS

C.1 Bid Submission Deadline

Please submit an original and three (3) copies in a sealed envelope marked “**IFB No. DCHE-2010-14, KENTUCKY COURTS PARK & GARDEN- CONSTRUCTION SERVICES**” and addressed to Lisa Dean at the address outlined in A.3. Bids are due at **11:00 am on Wednesday, June 2, 2010**. Or the contractor can submit the bid in Adobe PDF format and email to the attention of the ldean@dchousing.org.

C.2 Bid Format

The proposed bidder shall submit a completed bid in accordance with the bid format as outlined below. **Please note that the bid format shall not exceed a maximum of thirty (30) pages, (this does not include resumes and promotional materials).** DCHE may reject any or all bids that are determined not to be in proper format. DCHE may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and/or furnish the goods and each bidder shall furnish DCHE such information and data for this purpose as may be requested.

Each bid shall be clearly marked to denote which scope of work bidder wishes to place a bid upon, if bidding on separate parts of this IFB, and shall be divided into sections as follows:

1. General Company Information and Comparable Work
2. References
3. Professional Licenses/Certifications
4. Insurance
5. Section 3 and M/WBE Requirements
6. Cost Bid Summary

At a minimum, these sections should contain the following:

1. Please provide general information about the organization or company and describe any comparable work in size and nature of the work described herein. The description of your organization should include, but is not limited to, the following:

- a) Location and size;
- b) Number of years in operation;
- c) Organizational structure and certificate(s) of good standing from the District of Columbia and the jurisdiction of organization or incorporation;

2. References

Attach at least three (3) references for whom the bidder has provided the services described herein, including names and phone numbers.

3. Professional Licenses/Certifications

Please provide copies of any and all trade and/or professional licenses and certifications for the work described herein and list the following information in the space below. Please include a clean hands and good standing certificate from the District of Columbia Department of Consumer and Regulatory Affairs.

Contractor Name: _____

Subcontractor Name: _____

License #: _____

Type: _____

4. Insurance

Please provide a copy any certificates of insurance.

5. Section 3 and M/WBE Requirements

In accordance with 24 C.F.R. 85.36, the bidders shall also provide information on the following:

- a) Section 3 Commitment – The work to be performed under this contract is subject to the requirements of Section 3 Program of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3 Program). The purpose of Section 3 Program is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by this Section 3 Program, 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) M/WBE- It is the policy of DCHE to contribute to the establishment, preservation, and strengthening of minority and women-owned business enterprises (M/WBE) and to encourage the participation of M/WBEs in DCHE procurement activities. To that end, DCHE encourages M/WBE firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by M/WBEs through partnerships, joint ventures, subcontracts, and other contractual opportunities. Where it is practicable for any portion of the awarded contract to be subcontracted to other contractors, DCHE strongly encourages the contractor to offer such business to M/WBEs. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish DCHE the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
6. Cost Bid Summary- Please provide a summary of all costs and expenses, itemized, for each bid submitted.

C.3 Compliance with Bid Requirements

The Contracting Officer will determine the competitive range of the bids. DCHE may reject any bid with missing information, incomplete responses or nonresponsive to the solicitation requirements. Minor omissions may be corrected subsequent to the bid submission, at the sole discretion of DCHE. Bids which do not comply with the bid format may be rejected without further review.

SECTION D – SELECTION CRITERIA

The contract will be awarded to the lowest responsive and most responsible bidder whose offer is most advantageous to DCHE, based upon the requirements of the IFB specified herein. DCHE reserves the right to reject any and all bids determined to be inadequate or unacceptable. All bids will be initially reviewed to determine compliance with the bid format requirements specified in Section C.2 above. Bids which do not comply with these requirements will be rejected without further review.

Please note that price will be the primary factor in the selection process. All bids will be reviewed for Section 3 Compliance and M/WBE participation and shall receive the following bonus points:

- a) Section 3 Compliance Plan and commitment. (10 Bonus points)
- b) Business Enterprise designation for Local, Small, Minority/Woman-Owned Business. The following definitions apply for the DCHE Business Enterprise Designation Points;

“Local” means within the metropolitan business area;

“Small” means a firm with 500 employees or less;

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

Points shall be awarded to the bidder based on a review of the bid, either as part of a joint venture or as a subcontractor. (10 Bonus Points)

The points will be in the following manner:

Local	= 2.5 points
Small	= 2.5 points
Minority	= 2.5 points
Woman-Owned	= 2.5 points

SECTION E – CONTRACT TERMS

E.1 Duration of Project

The estimated time for performance of each project outlined herein shall be the following:

1. Selective Demolition, Excavation, Compaction & Rough Grading **(Duration 30 days)**
Site Lighting and Power **(Duration 45 days)**
Ornamental Metal Fencing, Final Grading, Stone Pavers, Planters & Landscaping **(Duration 45 days)** may be longer depending on planting season, landscape contractor shall submit timeline with proposal)
Site Furnishings, Shed and Pergola **(Duration 60 days)**
Sidewalk, Curb and Gutters **(Duration 30 days)**

E.2 Time

Unless stated otherwise, time as stated in a number of days, will include Saturdays, Sunday and Holidays.

E.3 General Requirements

1. Contractor's Personnel
 - a. The Contractor shall be responsible at all times for the actions and work of their personnel.
 - b. DCHE reserves the right to reject Contractor's employees who, in DCHE's judgment, are not adequately qualified to perform the work.
2. Site Conditions
 - a. Work Hours: Normal work hours are from 8:00 a.m. to 6:00 p.m., Monday through Friday except holidays. DCHE anticipates that the Contractor will work beyond normal work hours to provide the services as requested. Bidders must indicate their anticipated schedule of work hours in the price schedule.
 - b. Contract Administration: Upon award, DCHE will designate a project manager as an authorized representative to administer all work performed in conjunction with this IFB. The DCHE project manager is, in the first instance, the interpreter of the conditions of the contract and the judge of

its performance. The DCHE project manager, or its designated official, shall determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The project manager, or designated official, shall have no authority to approve changes in the services, which alter the contract terms or price. Any contract modifications made must first be authorized by the DCHE Contracting Officer and issued as a written amendment to the contract.

3. Protection Of Persons And Property

- a. The Contractor expressly agrees, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, which may come on the building site to be affected by the Contractor's operation in connection with the work.
- b. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the U.S. Department of Occupational Safety and Health Administration shall apply to all work at all times under this Contract.
- d. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of his obligations for the protection of persons and property. In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by

the Contractor on account of any emergency work shall be determined.

4. Insurance Coverage and Limits Required

The bidder shall, at its expense, carry the minimum insurance coverage set forth below and shall keep such insurance in force throughout the contract period.

- a. Workers' Compensation - Statutory requirements and benefits.
- b. Employer's Liability - \$1,000,000 each accident
Disease- \$ 1,000,000 each employee
Disease- \$1,000,000 policy limit
- c. Commercial General Liability - \$1,000,000 each occurrence
Personal and Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Products and Completed
Operations Aggregate \$2,000,000
- d. Automobile Liability - \$1,000,000 - Combined single limit.
(Only used if motor vehicle is to be used in the contract.)
- e. Contractor's Pollution Liability
Each Claim \$1,000,000
Annual Aggregate \$1,000,000
- f. Umbrella or Excess Liability insurance shall provide coverage of at least \$2,000,000.

Commercial General Liability is to include Premises/Operations Liability, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. DCHE must be named as an additional insured. All insurance shall be written with any responsible company approved by DCHE and licensed by the District of Columbia. Bidder shall provide DCHE with a certificate of insurance coverage within 5 days of the award of the contract pursuant to this IFB and prior to execution of any subsequent contract. The policies of insurance shall provide for at least thirty days written notice prior to any termination or material alteration in coverage.

- 5. Inspection of Work Site Bidder's signature on this solicitation constitutes certification that Bidder has inspected the job work site and is aware of the conditions under which the work must

be accomplished. Claims, as a result of failure to inspect the job site, will not be considered valid by DCHE.

E.4 Indemnification and Hold Harmless

The bidder shall indemnify, defend and hold harmless the U.S. Department of Housing and Urban Development (HUD), DCHA and DCHE from any losses, costs, damages, claims, injuries, demands, suits, liabilities, judgments and expenses (including any attorney's fees and other costs of litigation) arising out of or relating to any injury, disease, or death of persons or damage to or loss of property resulting from or in connection with this IFB or any breach by the bidder, its agents, representatives, employees and subcontractors of any provisions of the proposed contract or any negligent or bad faith act(s) or omission(s) or the negligent performance of the contract by the bidder, its agents, representatives, employees and subcontractors or any other person or entity for which the bidder may be responsible.

The obligations, indemnities and liabilities assumed by the contractor shall not extend to any liability caused by the negligence of HUD, DCHA and DCHE or their employees or agents.

E.5 Cost

The Bidder shall be solely responsible for all costs, expenses and fees associated with the preparation, application and/or submission to the IFB. DCHE shall bear no financial responsibility for any costs, expenses and/or fees associated with the preparation, application and/or submission to the IFB.

E.6 Anti-Deficiency

Notwithstanding anything contained herein to the contrary, DCHE's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code § 47-105. No provision contained in this IFB shall be construed as a multi-year financial obligation to Bidder so as to cause a violation of said Anti-Deficiency Act.

E.7 Davis-Bacon Wage Requirements

Contractor shall pay all wages for this contract per the applicable and most current Davis-Bacon wage rates, attached hereto as **Attachment D**. Contractor shall provide copies of all certified payrolls along with each

draw request. Draw will not be considered complete without certified payrolls included.

E.8 Affirmative Action Program

If requested, the bidder shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Time Tables (G&T), in accordance with the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986.

E.9 Warranty Against Debarment

The contractor, in compliance with Section 29.505 of the debarment regulation (49 CFR 29) shall certify at the time the bids are due that he/she or anyone associated therewith in any capacity (owner, partner, director, officer, principle, investor, project director, manager, auditor, or any position involving administration of federal funds) is suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance of Federally funded projects. Exceptions should be noted.

E.10 Cancellation

The DCHE reserves the right to cancel this bid solicitation or to reject in whole or in part, any and all bids received in response to this solicitation, upon determination that such cancellation or rejection is in the best interest of the DCHE. The DCHE further reserves their right to waive any minor informalities in any bid received, if it be in the public interest to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this solicitation, shall be at sole and absolute discretion of the DCHE.

E.11 No Warranty

Proposers are required to examine the solicitation package, specifications and instructions pertaining to the services requested. Failure to do so will be at the Proposers own risk. It is assumed that the proposer has made a full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied to the information contained in the solicitation, specifications and instructions.

E.12 Bid Protest Process

Any party involved in a dispute with DCHE related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a

resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protestor, in all instances, must pursue a remedy through the established administrative procedures of DCHE. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within DCHE duly authorized by DCHE to administer contracts for, and in the name of DCHE is the President of DCHE.

Corporate Secretary. The Officer of DCHE and General Counsel.

Executive Director. The Executive Director of the District of Columbia Housing Authority.

President. The Officer of DCHE designated as President of the Corporation.

Protestor. Any respondent to a solicitation made by DCHE who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof and who feels that said decision was reached in an unfair manner.

PROCEDURES

All protests shall be in writing, submitted to the Contracting Officer with a copy to the Secretary of the Corporation. All protests shall be addressed as follows:

DC Housing Enterprises
Attention: President
1133 North Capitol Street, NE, Suite 147
Washington, DC 20002

Copy to:

DC Housing Authority, Office of the General Counsel
Attention: DCHE Corporate Secretary
1133 North Capitol Street, NE, Suite 210
Washington, DC 20002

Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award

by DCHE, or constructive notification of the procurement decision, whichever is earlier, or the protest will not be considered, unless a different time period has been established in the contract, if applicable. In such cases, the time period set forth in the solicitation prevails. The complaint must identify the aggrieved party by name and address, state the nature and scope of the complaint, including supporting exhibits, evidence or documents to substantiate arguments, the form of relief (including costs, if any) being sought by the Protestor, and be specific as to the solicitation, bid, proposal or contract award that gave rise to the protest or complaint.

The Contracting Officer, upon receipt of the formal protest or complaint, shall review the merits of the protest, notify the DCHA Office of General Counsel, and render a decision in writing to the Protestor. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the Protestor and DCHE's knowledge of the circumstances, and include instructions for further action the Protestor may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within twenty-one (21) calendar days of its receipt, except where the response time is otherwise stipulated in a contract with the Protestor, directly related to the disputed issues.

The Contracting Officer's decision may be appealed to the Executive Director of DCHA and a director of DCHE. Such request must be in writing and must be filed within ten (10) days of Protestor's receipt of the Contracting Officer's decision.

SECTION F –ATTACHMENTS

- A. Section 3 Documents
- B. Non-collusive Affidavit
- C. Tax Certification Affidavit
- D. Davis-Bacon Wage Determination- No. DC201000001, Modification No. 2
- E. Cost Bid Summary Sheet

****Equal Employment and Affirmative Action Contract Compliance forms may be required pending award****



ATTACHMENT A
SECTION 3 CONTRACTOR
COMPLIANCE AGREEMENT

Section 3 Contractor Compliance Agreement

This Section 3 Contractor Compliance Agreement is entered into between the DC Housing Enterprises (DCHE), located at 1133 North Capitol Street NE, Washington DC

20002-7599; and (name of contractor) _____
located at

(address of contractor) _____
_____.

- 24 C.F.R. Section 135.1 provides that the purpose of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons; and
- “Section 3 covered activities” are training, employment, contracting, and other economic opportunities arising from development, operating and modernization assistance funded by HUD notwithstanding the amount of the contract or subcontract, and regardless of whether the activity is fully or partially funded by HUD funds; and
- “Section 3 Resident” means:
 - a. A public housing resident;
 - b. Other DCHA Voucher Program participant; or
 - c. An individual who resides in the District of Columbia and who is a low or very low-income person; and,
- “Section 3 Business” means a business concern that:
 - a. Is a business concern that is 51% or more owned by Section 3 residents; or
 - b. A business whose permanent, full-time employees include at least 30% current Section 3 residents (or are within three years of the date of first employment as a Section 3 resident); or
 - c. A business which provides evidence of a commitment to subcontract in excess of 25% or the dollar award of all subcontracts to businesses that meet the tests in (3)(a) or (3)(b) above; and

- The purpose of the Section 3 program is to ensure that employment and other economic opportunities generated by certain types of activities undertaken by DCHA with HUD funding are, to “the greatest extent feasible,” directed to:
 - a. Low and very-low income persons, particularly public housing residents and other DCHA Voucher Program participants; and
 - b. Business concerns which provide economic opportunities to such persons; and,
- It is the policy of DCHA to continue to expand the mechanisms through which public housing residents, residents of surrounding communities, and Housing Choice Voucher Program participants can develop careers and generate income that can permanently sustain economic independence; and
- DCHA’s implementation of the Section 3 Program provides a mechanism that will enable DCHA to require and help its contractors, subcontractors, vendors and suppliers to provide employment, training, and business opportunities for public housing residents, residents or surrounding communities, and Housing Choice Voucher Program participants; and
- The Section 3 Program promotes economic development through entrepreneurial, self-sufficiency and community reinvestment opportunities; and
- 24 C.F.R. § 135.30 (a) creates a “safe harbor” whereby recipients and covered contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the listed numerical requirements.

The undersigned parties agree to comply with the following provisions:

1. **Section 3 Hiring Requirements.** Contractor agrees at least 30% of its aggregate new hires over a one year period shall be “Section 3 residents.” The 30% minimum represents a safe harbor for hiring that meets the “greatest extent feasible” statutory requirement.
 - a. In the event that Contractor fails to reach the 30% requirement, Contractor must provide a written justification of the impediments encountered and what actions or other economic opportunities, such as joint venturing, Contractor attempted in efforts to reach the requirement.
 - b. Contractor must complete and record exit evaluations of “Section 3 Resident” employees for each job assignment completed.
 - c. New hires are subject to contractor’s standard employment policies. Moreover, Contractor can hire an applicant to work on the job site or within Contractor’s office/plant, etc. The work does not have to be directly related to the contract in question.

2. **Section 3 Contracting Requirements.** Contractor agrees to meet the minimum Section 3 contracting requirements as a safe harbor that meets the “greatest extent feasible” statutory requirement as follows:
 - a. For contracts for building trades work for maintenance, repair, modernization or development, Contractor agrees to award contracts of at least 10% of the total dollar amount of contracts or subcontracts to “Section 3 Businesses”.
 - b. For all other covered contracts, Contractor agrees to award contracts of at least 3% of the total dollar amount of contracts or subcontracts to “Section 3 Businesses”.
 - c. In the event that the Contractor fails to meet these minimum numerical requirements, Contractor must demonstrate in writing why it was not feasible to meet the numerical requirements, including actions taken and any impediments encountered as well as other economic opportunities that were provided in the absence of meeting the requirement.
 - d. Contractors must differentiate between labor and non-labor (materials and supplies) dollars so that the amount of Section 3 dollars to be expended can be determined. This must be completed within five (5) days after the execution of the contract. Service contractors’ total contract amount will be used as their labor dollars in determining the Section 3 dollar amount to be expended unless supplies/materials must also be purchased for this contract; in such case that amount is deducted.
 - e. Contractors must complete the forms included in the bid packets and are further required to submit monthly reports of all payments made to Section 3 subcontractors. If no payment is made in a given month, it must be noted and discussed with the Section 3 Coordinator.
3. **Eligible Section 3 Subcontractors.** A database of eligible “Section 3 Businesses” and suppliers will be developed and maintained by the DCHA Office of Administrative Services. This database will be continually updated and made available upon request to Contractor. The database contains the names, addresses and telephone numbers of “Section 3 Businesses” and suppliers, basic firm descriptions, lists of projects completed, references, bonding capacity, union affiliation and certification.

4. **Joint Ventures.** DCHA encourages joint ventures with “Section 3 Businesses” as a means of complying with the requirements of Section 3. In addition to performing the work, joint ventures will help Section 3 businesses strengthen their internal

management structures, enhance them to learn from the technical expertise and experience of established contractors.

- a. Section 3 joint venture is an association of business concerns, one of which is a “Section 3 Business”. The joint venture must be formed by a written joint venture agreement that must be submitted to the Office of Administrative Services and the Section 3 Coordinator for confirmation that it meets Section 3 requirements.
 - b. Under the terms of the joint venture agreement, the “Section 3 Business” must be responsible for a clearly defined portion of the work and hold management responsibilities. The “Section 3 Business” must perform at least 25% of the work and be contractually entitled to a proportionate share of the compensation.
5. **Section 3 Compliance Procedures.** If Contractor fails to meet the Section 3 hiring and/or contracting requirements, DCHA may determine it to be non-compliant. If DCHA determines that Contractor is non-compliant, DCHA shall serve written notice of its determination of non-compliance on Contractor or its representatives. Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.
 - a. Corrective Plans – Upon request of DCHA, Contractor agrees to meet with the Section 3 Compliance Coordinator and any other appropriate representative from DCHA within three (3) working days of the written notice in order to determine a Plan for correcting the deficiencies and determining the time period within which such remedy shall be effected.
 - b. If a remedy is not agreed upon within three (3) days of the required notice, the Section 3 Compliance Coordinator shall prescribe the remedy by which deficiencies shall be corrected and notify Contractor in writing of such determination.
6. **Sanctions.** If Contractor does not correct the deficiencies in the manner prescribed within thirty (30) calendar days, the Contracting Officer may impose the following sanctions:
 - a. Withholding payments on contracts; and/or
 - b. Canceling and suspending contracts; and/or

- c. Placing Contractor on list of contractors who fail to comply with the DCHA's Section 3 requirements.
- 7. **Section 3 Reporting Procedures.** Contractor agrees to submit monthly Section 3 Status Reports to the Office of Administrative Services.
- 8. **Section 3 Clauses.** Attachment A to this Contract contains the "Section 3 Clauses". Contractor agrees to include these clauses in all subcontracts related to its contract with DCHA.
- 9. The parties further certify that the persons executing this Agreement have the authority to so bind the parties to this Agreement.

IN WITNESS THEREOF, the undersigned parties execute this Agreement, intending to

be bound, this _____ day of _____, 20__ in Washington, D.C.

CONTRACTOR: _____

By: _____
(name)
(title)

DISTRICT OF COLUMBIA HOUSING AUTHORITY

By: _____
Lisa Dean
Director Administrative Services
Contracting Officer



**ATTACHMENT A.1
CERTIFICATION OF ADHERENCE
TO SECTION 3 CLAUSE**

Certification of Adherence
to
Section 3 Clause

As a recipient of a Section 3 covered contract you, the Contractor understand the obligations of a Section 3 covered contract and certify to the following:

(Please read each clause carefully, and initial on the line next to each clause, then complete and sign at the bottom)

_____ 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 or 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 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I/We (*name of Contracting Business*) _____

located at

(*address of Contracting Business*) _____
Street City State Zip

agree to adhere to the aforementioned Section 3 clause.

Signature

Date

Title of Signatory



ATTACHMENT A.2
ACTION PLAN FOR SECTION 3
COMMITMENT TEMPLATE

Attention all Contractors

In addition to signing the Section 3 Contractor Compliance Agreement and the Certification of Adherence to Section 3 Clause, the Contractor must include in the bid, a signed action plan. This action plan will outline:

- a brief description of the Contract (disclosing the awarded dollar amount of the contract);
- the Contract period;
- the agreed upon Section 3 Commitment;
- the frequency of the commitment i.e. for cash donations - the number of cash donations and the schedule, if any, for submitting said donations.
- the duration of the commitment i.e. for training/apprenticeship programs.

(A template of the Section 3 Action Plan has been attached)

During the commitment period of the contract, the Contractor must provide the Section 3 Compliance Coordinator with copies of the weekly/biweekly payroll for each Section 3 hire or apprentice.

ABC COMPANY, INC.

123 Anytown Road, In a City, XY 90210

office 202. 555.0000/ fax 202.555.9999

*******TEMPLATE*******

Simone Martz
Section 3 Compliance Coordinator
District of Columbia Housing Authority
1133 North Capitol Street NE, Suite 300
Washington DC 20002-7599
<<Today's Date>>

Re: ABC Company, Inc. – Action Plan for Section 3 Commitment

Dear Ms. Martz:

Set forth below is ABC Company, Inc.'s proposed Action Plan to meet our Section 3 requirements, as required by our contract.

Contract Description

The contract that ABC Company, Inc. has been awarded by the DCHA is for the repair of bathrooms at Horizon House located at 5201 Connecticut Avenue, N.W., Washington DC.

Contract Value

This contract is valued at <<state dollar amount here>>. (If the value of the contract is unknown at this time state "To be determined upon contract award")

Period of Performance

The work under this contract will begin on <<state start date here>> and end on or about <<state proposed end date here>>. (If exact dates are unknown at this time state "The period of performance will be determined upon contract award")

ABC Company, Inc.'s Section 3 Commitment

ABC proposes to DCHA to hire <<state number of hires & position titles here>> in addition to the Resident Construction Liaison (Resident Construction Liaison is only mandated for Construction contracts) that is required. It is anticipated that the Section 3 hire will be utilized for the life of the contract however, should the individual be deemed an asset to our company, they may be retained as a full time employee.

Your review and approval of the above action plan is respectfully requested. Should you have any questions, or require additional information, I may be contacted at 202.555.0000 ext. 1 or via email at jdoe@abc.com

Regards,

John Doe
President
ABC Company, Inc.



ATTACHMENT B

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

Washington, DC

_____, being first duly sworn, deposes and says:

That _____ Bidder
is _____

the party making the foregoing bid or bid, that such bid or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Bidder or of any bidder, to fix overhead, profit or any cost element of said bid price, or that of any other or to secure any advantage against DC Housing Enterprises or any person interested in the proposed contract; and that all statements in said bid or bid are true.

Signature of:

Bidder – if the Bidder is an Individual

Bidder – if the Bidder is a Partnership

Officer – if Bidder is a Corporation

Subscribed and sworn to me before

This _____ day
of _____, 20____.

My Commission Expires: _____
(Date)

(Notary Public)



ATTACHMENT C

TAX CERTIFICATION AFFIDAVIT

TAX CERTIFICATION AFFIDAVIT

Date _____, 20 _____

Name of Organization/Entity: _____

Address: _____

Principal Officers:	Name	Soc. Sec. No.
Title		
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Telephone No.: _____

Finance and Revenue Registration
No.: _____

Federal Identification No.: _____

DUNS No.: _____ Contract No.: _____

Unemployment Insurance Account No.:

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

Current Not Current

District: Sales and Use () ()
Employment Withholding () ()
Hotel Occupancy () ()
Corporation Franchise () ()
Unincorporated Franchise () ()
Personal Property () ()
Professional License () ()
Arena/Public Safety Fee () ()
Vendor Fee () ()

**3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue. _____ Yes
_____ No Attach copy of the Agreement.**

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

(A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)

(B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code sec. 22-2513.

Signature of Person Authorized to Sign This Document Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____Month and
Year_____ Notary Public

My Commission Expires



ATTACHMENT D
WAGE DETERMINATION RATE
(DAVIS-BACON)

GENERAL DECISION: DC20100001 04/23/2010 DC1

Date: April 23, 2010

General Decision Number: DC20100001 04/23/2010

Superseded General Decision Number: DC20080001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/23/2010

ASBE0024-001 10/01/2009

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 30.43	14.43

ASBE0024-002 10/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.85	7.10

ASBE0024-005 10/01/2009

	Rates	Fringes
--	-------	---------

Fire Stop Technician.....\$ 24.10 6.94

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 10/01/2009

Boilermakers:.....\$ 37.66 16.36

BRDC0001-001 05/04/2009

Bricklayer.....\$ 26.31 7.11

BRMD0001-004 04/28/2009

BRICKLAYER
Refractory (Firebrick).....\$ 33.65 7.11

CARP0132-001 05/01/2009

Carpenter/Lather.....\$ 26.38 7.00
Piledriver.....\$ 24.48 7.70

CARP1831-001 04/01/2009

Carpenters:
Millwrights.....\$ 29.39 6.55

CARP2311-002 05/01/2009

DIVER TENDER.....\$ 24.48 7.80
DIVER.....\$ 36.13 7.80

ELEC0026-001 06/01/2009

Electricians.....\$ 37.60 12.28+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

 ELEC0026-008 07/01/2003

	Rates	Fringes
Motor Repairmen		
Removal and reinstallation		
of electrical motors.....\$	23.69	7.73+3%+a

a. PAID HOLIDAYS:
 New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

 ELEC0070-001 09/02/2007

	Rates	Fringes
Line Construction:		
Cable Splicers.....\$	30.29	19.75%+4.81
Equipment Mechanic.....\$	21.82	19.75%+4.81
Equipment Operators.....\$	25.78	19.75%+4.81
Groundman/Truck Driver.....\$	15.34	19.75%+4.81
Line Truck with Auger.....\$	20.09	19.75%+4.81
Linemen.....\$	28.86	19.75%+4.81

 ENGI0077-001 05/01/2009

	Rates	Fringes
Power equipment operators:		
(HEAVY AND HIGHWAY		
CONSTRUCTION)		
GROUP 1.....\$	30.89	7.52+a+b
GROUP 2.....\$	29.89	7.52+a+b
GROUP 3.....\$	29.43	7.52+a
GROUP 4.....\$	28.72	7.52+a
GROUP 5.....\$	26.69	7.52+a
GROUP 6.....\$	22.15	7.52+a
GROUP 7.....\$	31.26	7.52+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers,

elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

ENGI0077-002 06/01/2009

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 24.53	6.00
GROUP 2.....	\$ 21.60	6.00
GROUP 3.....	\$ 18.54	6.00
GROUP 4.....	\$ 16.85	6.00
GROUP 5.....	\$ 25.05	5.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer,

Concrete Paver.
 GROUP 3: Broom Truck, Asphalt Roller.
 GROUP 4: Air Compressor, Grade Rollers.
 GROUP 5: Mechanic.

 ENGI0077-003 07/01/2009

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 22.48	6.12+a
GROUP 2.....	\$ 22.08	6.12+a
GROUP 3.....	\$ 21.57	6.12+a
GROUP 4.....	\$ 21.25	6.12+a
GROUP 5.....	\$ 20.43	6.12+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull,
 Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic
 Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines,
 Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete
 Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines,
 Well Points, Firemen.

GROUP 5: Oiler

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's
 Birthday, Decoration Day, Independence Day, Labor Day,
 Veterans Day, Thanksgiving Day, Christmas Day and Martin
 Luther King's Birthday.

 IRON0005-001 06/01/2009

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 28.83	13.295

 IRON0201-001 05/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 25.20	14.33

 LABO0657-003 06/01/2009

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 21.11	5.25
GROUP 2.....	\$ 21.43	5.25
GROUP 3.....	\$ 21.60	5.25
GROUP 4.....	\$ 21.77	5.25
GROUP 5.....	\$ 22.22	5.25
GROUP 6.....	\$ 22.78	5.25
GROUP 7.....	\$ 23.33	5.25
GROUP 8.....	\$ 24.06	5.25

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalars, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2009

	Rates	Fringes
Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)		
Skilled Asbestos Abatement Laborers.....	\$ 17.45	5.25
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 20.46	5.25

LABO0657-005 06/01/2009

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 21.84	5.25
GROUP 2.....	\$ 22.50	5.25
GROUP 3.....	\$ 24.18	5.25
GROUP 4.....	\$ 24.89	5.25

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers- Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2009

Rates Fringes

Laborers: (TUNNEL, RAISE AND
SHAFT (COMPRESSED AIR) FOR
HEAVY CONSTRUCTION ONLY

Gauge Pressure Work Period (Pounds)	(Hours)		
1-14	7.....	\$ 27.66	5.25
14-18	6.....	\$ 32.55	5.25

FOOTNOTE: On any requirement for air pressure in excess of 18
PSI, work periods and rates should be negotiated at a
pre-bid conference.

LABO0657-007 06/01/2007

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete		
Saw Operator.....	\$ 17.14	4.30
Asphalt Shoveler.....	\$ 16.59	4.30
Asphalt Tammer & Concrete		
Shoveler.....	\$ 16.84	4.30
Jack Hammer.....	\$ 17.03	4.30
Laborer.....	\$ 16.48	4.30
Sand Setter & Form Setter...	\$ 17.76	4.30

LABO0657-008 06/01/2009

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.06	5.25
Scaffold Builders, Mortarmen.....	\$ 15.90	5.25

MARB0002-003 05/01/2009

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 32.63	12.99

MARB0003-001 05/01/2009

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.29	9.09
Terrazzo Worker.....	\$ 26.04	9.09

MARB0003-004 05/01/2009

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.48	8.19

PAIN0051-001 06/01/2009

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 26.68	7.86
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 30.32	7.86
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.64	7.86
Metal Polishing and Refinishing.....	\$ 25.64	7.86

PLAS0891-001 05/01/2008

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	6.47

PLAS0891-002 06/01/2007

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 17.35	4.35
Concrete Saw Operators.....	\$ 17.35	4.35
Form Setters.....	\$ 17.35	4.35

PLUM0005-001 08/01/2009

	Rates	Fringes
Plumbers.....	\$ 37.67	14.69+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-005 08/01/2009

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 36.87	15.47+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

 SHEE0100-001 01/01/2010

	Rates	Fringes
Sheet Metal Worker.....	\$ 34.04	12.76

 TEAM0639-001 06/01/2009

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 20.00	2.10+a
Truck Drivers.....	\$ 18.00	2.00+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

 * TEAM0639-005 06/01/2009

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....	\$ 18.00	4.00

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

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)).

 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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



ATTACHMENT E COST BID SUMMARY SHEET

COST BID SUMMARY SHEET

**KENTUCKY COURT PARK AND GARDEN
13TH & C STREETS, SE**

CONTRACTOR'S NAME:	
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Item	*Work Description	**Contractor's Total Cost
1	Selective Demolition, Excavation, Compaction & Rough Grading	\$
2	Site Lighting and Power	\$
3	Ornamental Metal Fencing, Final Grading, Stone Pavers, Planters & Landscaping	\$
4	Site Furnishings, Shed and Pergola	\$
5	Sidewalk, Curb and Gutters	\$
	TOTAL	\$

*Contractor to submit cost for one (1) or more Work Description and attach detailed cost breakdown.

**Total costs include Equipment, Labor and Materials described in the Contract Documents and Scope of Work.