



Request for Proposal

RFP NO.: DCHE 2010-14

CONSTRUCTION SERVICES

for

Kentucky Courts Garden & Park Project
13th and C Streets, SE

Washington, DC 20003-2344

SECTION A – GENERAL INTRODUCTION

A.1 SUMMARY

The DC Housing Enterprises (DCHE) is seeking qualified respondents (Contractor(s)) to provide the following construction services:

1. Selective Demolition, Excavation, Compaction & Rough Grading (**Duration 30 days**)
2. Site Lighting and Power (**Duration 45 days**)
3. 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)
4. Site Furnishings, Shed and Pergola (**Duration 60 days**)
5. Sidewalk, Curb and Gutters (**Duration 30 days**)

as required for the proposed Garden and Park located at the corner of 13th Street and C Streets, SE, Washington, DC 20003-2344.

The existing site is 100% impervious as it is currently used as an asphalt parking lot. The proposed site will be a community park using sustainable materials with very little impervious space. Storm Water Management for the proposed site will be handled by the fact that the entire new park site will be pervious through the use stone dust paths, stone pavers with non-sealed joints to allow for water infiltration, grassed lawn areas, and mulched paths around the garden areas.

A.2 ADMINISTRATIVE

- a. Issuing Office Contact Information
DC Housing Enterprises
1133 North Capitol Street, NE, Suite 147
Washington, D.C. 20002-7599
Attention: Angel Reynolds, Project Manager
Email: areynold@dchousing.org
Voice: (202) 535-1445 Fax: (202) 535-2573

DC Housing Enterprises (DCHE), a wholly-owned subsidiary of the District of Columbia Housing Authority (DCHA), was created on February 12, 2002, and is a 501(c) (3) non-profit corporation created for the express purpose of supporting and benefiting the DCHA by engaging in activity 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 acting as the general contractor on this project under an assignment with DCHA.

b. Question Period

Any requests for explanation or interpretation of this Request for Proposal (RFP) shall be sent via email or facsimile not later than **April 19, 2010**. Any question directly related to the RFP will be furnished promptly to all respondents by posting the question and the corresponding answer on the DCHE website. DCHE shall not disclose any information deemed confidential or proprietary.

c. Timetable for Selection and Award

Task	Date
RFP Issuance Date	APRIL 12, 2010
Written Questions Due	APRIL 19, 2010
Responses to applicant questions posted	APRIL 23, 2010
Proposals Due	May 3, 2010
Notice to Proceed	May 12th, 2010
*Construction Begins	May 17th, 2010
Construction Ends	August 15th, 2010

*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 solicitation process in accordance with the procurement guidelines of DCHE. Dates for each construction phase (as shown in Section A.1) will be staggered and coordinated accordingly.

d. Complete Proposal

DCHE may award a contract upon the basis of the initial offers received, without discussion. Therefore, each initial offer should contain the

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respondent's best terms from a cost and technical standpoint. Proposals shall represent the best efforts of the respondent and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by this RFP.

e. Retention of Proposals

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

f. Proprietary and/or Confidential Information in Proposals

In the event a proposal contains proprietary and/or confidential information, the respondent 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 proposal 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 RFP or as may be required by law or judicial process.

g. Proposal Guarantee Period

Each proposal submitted shall be accompanied by a certification that the respondent will keep its initial offer open for at least one hundred twenty (120) days; however, if a best and final offer is made, the respondent will keep its best and final offer open for at least ninety (90) days, unless otherwise stipulated in writing from DCHE that the Respondent will execute the contract and meet other requirements within the timeframe specified in the RFP or upon DCHE's request.

h. Best and Final Offer

DCHE may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the respondent's best terms from a cost and technical standpoint. However, if discussions are held with the respondent, all respondents within the competitive range will be notified of the discussions and will be provided an opportunity to submit written best and final offers (BAFOs) at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to Section J, Late

Submission, Modification and Withdrawals of Proposals provision of the solicitation.

After receipt of BAFOs, no discussion will be reopened unless the Contracting Officer determines that it is clearly in DCHE's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for BAFOs to all respondents still within the competitive range.

i. Late Proposals, Modifications and Withdrawals of Proposals

Proposals and modifications to proposals that are received in the designated office after the time specified in the RFP 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 proposal 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 proposal 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 respondent; or
- (3) The proposal is the only submission received.

The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 proposal shall be considered late unless the respondent 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 proposal, 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 RFP, each respondent shall acknowledge receipt of any such addendum by submitting a written certification of receipt as an exhibit to its proposal. Respondent's failure to acknowledge receipt of any addendum may result in rejection of the proposal.

A.3 Type of Contract

This is a firm fixed price contract for the services specified in the Scope of Services. 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 Respondent's Key Personnel

The key personnel specified in the respondent's proposal are considered to be essential to the work being performed under the contract. Respondent shall provide DCHE thirty (30) days written notice of any proposed change in key personnel and shall provide a detailed summary of the impact of the proposal submitted, if any, resulting from the change in key personnel. No substitution of personnel shall be permitted, without the written consent of DCHE.

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A.6 Examination and Retention

The PHA, HUD, or Inspector General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's transactions related to this contract for the purpose of making audit, examination, excerpts, and transactions.

A.7. Manner of Award

Award or multi-awards if made, will be to the contractor evaluated to be the best responsive proposers who is considered the most advantageous to the DCHE.

SECTION B – SCOPE OF SERVICES

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 (Recovery Act). The Contractor will be subject to the additional requirements included in **Attachment A** of this RFP.*

B.2 SELECTIVE DEMOLITION & EXCAVATION SUMMARY OF WORK

1. Demolition of drying area, parking lot and site to include, but not limited to, and 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 Limit of Disturbance at time of demolition as directed by the 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 DC 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. Contractor's interested in viewing approved Erosion and Sediment Control drawings before submitting proposal must contact the Project Manager before April 23, 2010 to make arrangements.
4. If any overhead utilities or on-site street lights remain at the time of demolition, Contractor will continue working 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 contract drawings, recycling certain debris and/or hauling away and legally disposing of certain debris, grading the site per the contract documents. Contractor shall provide dump tickets to DCHE showing final destination of all debris hauled from site.
6. The Contractor will develop, submit and implement a *Waste Management Plan* to DCHE prior to start of demolition operations, to include:
 1. List of recycling facilities, reuse facilities, municipal solid waste landfills and other disposal area(s) to be used. Include:
 - Name, location and phone number
 - Copy of Permit or license for each facility
 2. Identify materials that will be recycled and where they will be shipped to.
 3. Identify materials that cannot be recycled and where (location) they will be disposed of.
7. Contractor will be required to provide documentation to DCHE, as may be required, in order to document and quantify material that was recycled.

8. All non-recyclable material produced in demolition operations, as detailed in this scope of work, shall be removed from site by Contractor, at Contractors expense - Contractor shall be responsible for the transportation and disposal of this material in accordance with all local and federal codes, laws, rules and regulations.
9. Use of explosives or fire will not be permitted.
10. Demolition and excavation work to be completed per 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 and not specifically detailed herein.
13. Contractor will be responsible for terminating and/or capping all trench drains, sanitary sewer lines and wet lines per DC code.
14. New Plumbing work for proposed new fountain will be done under a separate contract.
15. Contractor shall coordinate natural gas supply line disconnection where applicable with Washington Gas.
16. Contractor shall coordinate electrical service disconnection to the buildings with PEPCO and DCHE's Electrical Contractor.
17. Contractor shall disconnect and/or coordinate the disconnection with Verizon and Comcast all phone and cable TV service lines to the buildings as required.
18. Contractor shall provide all electrical service needed or required to complete the scope-of-work at no additional cost to the DCHE.
19. Contractor shall remove all debris from street and sidewalk during the demolition/construction process.

20. Street and sidewalk shall be broom swept, by the Contractor, at the end of each work day to the satisfaction of the DCHE. Contractor shall provide staging areas and construction entrances as required by the District of Columbia and as shown on approved drawings.
21. All equipment, material or earth removed under this contract shall become the property of the Contractor upon removal unless otherwise specified herein.
22. Contractor shall remove and dispose of fill (good or bad) per plans and specifications or directed by DCHE.
23. DCHE has declared all site improvements in the Project Area, Limit of Disturbance “abandoned” and assumes no responsibility for condition of area to be demolished.
24. The 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.
25. Contractor’s personnel or workers shall wear proper attire during demolition/ construction activities, such as, hard hats, protective shoes/boots, eye wear, etc.
26. 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.
27. DCHE will apply for, pay for and obtain DCRA Building/Demolition Permit and DDOT Public Space permits as required.
28. The Contractor shall field verify all existing conditions, dimensions and utilities.
29. Contractor is responsible to comply with all current District of Columbia and national building codes.

30. All demolition, rough and sub-base grading work to be included in scope through final inspection by applicable District of Columbia government agency and/or DCHE.
31. The Contractor shall make DCHE aware of any suspected ACM's discovered during the demolition operations. DCHE will inspect the materials and will determine if the materials need to be abated or can be demolished along with the building materials. All reports of suspected ACM's discovered during demolition by the Contractor shall be reported to DCHE in writing. All decisions by the DCHE will be considered final. No production schedule extensions will be granted due to suspected ACM reporting.
32. There are no suspected underground storage tanks within the project area – drying area/parking lot area – none within the footprint of the lot. DCHE will be responsible for the excavation, removal and disposal of underground storage tanks and any other tanks discovered during the demolition process.
33. Contractor shall be responsible for scheduling all applicable inspections and to have an appropriate representative on site at time of inspection.
34. Contractor shall be responsible for all charges and pay for all expenses incurred because of failed inspections due to incomplete or incorrect work.
35. Contractor shall be responsible for securing the entire project site for the duration of the demolition/construction operations. All entry gates will be locked or secured at the end of each work day. Access to the project area will be controlled by the Contractor during the work day throughout the Contract period. The Contractor will maintain the fence in good condition until the project is accepted as complete by DCHE and final payment is made.
36. Contractor shall post and maintain “no trespassing signs” for the duration of project.
37. Contractor shall be responsible for providing security as necessary to protect project site during demolition/construction operations and Contractors equipment on site. DCHE will not be responsible for protecting contractor's equipment or tools.

38. 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 the DCHE as may be required to implement this scope of work or demolition. Traffic control personnel to be certified by the District of Columbia or DDOT.
39. Contractor to contact Miss Utility and have all existing utilities marked prior to the start of any construction operations.
40. Contractor shall take all necessary precautions to avoid damaging existing utilities and services located within the Limits of Disturbance that will remain and will assume responsibilities for damages. Contractor shall coordinate work with the DCHE to maintain continuation of required services.
41. Contractor shall assume full responsibility for the protection and safe keeping of adjacent properties, roads, sidewalks, trees, underground and public utilities that are not a part of the demolition/construction operations.
42. Contractor shall ensure that there is no ponding on site at completion of demolition and excavation work.
43. 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 electrical contractor shall provide and install new electrical service for the proposed Park and Garden project. All new lighting shall be energy efficient per 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. The electrical contractor shall work with other tradesmen i.e.- bricklayers, where necessary throughout the project from demolition to completion of construction.

3. The electrical contractor shall coordinate with demolition/excavation contractor and trench new electrical conduit. The electrical contractor shall coordinate all necessary new electrical service or site lighting with DCHE's contractor performing demolition and excavation work in order to install new electrical conduit.
4. The electrical contractor shall also provide power to all new or proposed equipment and parts whether supplied by electrical contractor directly or indirectly, i.e. – fountain.
5. The electrical contractor shall obtain, pay fees and obtain electrical permit for this project within 24 hours of receiving Letter of Intent from DCHE.
6. The section of the Kentucky Courts Park & Garden Project included in this scope of work ("Contract Area") is indicated by the "Limits of Disturbance" and the appropriate corresponding Public Space as noted on the Contract Drawings and as indicated in the Contract Documents.
7. The electrical contractor shall provide and pay for 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.
8. The Electrical Contractor shall protect all existing underground utilities to remain.
9. The Electrical Contractor shall coordinate work with other trades or subcontractors in completing tasks at no additional cost to DCHA or DCHE.
10. Electrical Contractor will sequence work as directed by DCHE.
11. Electrical work in summary consists of providing, obtaining and paying for 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 contract drawings. The water fountain will be purchased and installed by DCHE's plumbing contractor.

12. The Contractor shall field verify all existing conditions, dimensions and utilities.
13. Electrical contractor shall provide shop drawings for DCHE review and approval prior to beginning work.
14. Contractor shall provide three (3) copies of As-builts to DCHE at the completion of all work.
15. Contractor shall be licensed DC Electrician.
16. 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.

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 proposal.*
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 to 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 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.

5. Contractor's personnel or workers shall wear proper attire during demolition/construction activities, such as, hard hats, protective shoes/boots, eye wear, etc.
6. Contractor shall provide submittals for DDOT and DCHE approval for all materials including, sample of brick/pavers to be used on project prior to installation, no exceptions.
7. Contractor shall also include in his/her proposal 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 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 shall provide submittals for DCHE approval for all materials including, sample of brick/pavers to be used on project prior to installation, no exceptions.
3. 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.
4. 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.
5. The Contractor shall field verify all existing conditions, dimensions and utilities.
6. Contractor shall provide submittals for DCHE approval for all materials to be used on project prior to installation, no exceptions. Brick color to be reddish brown or tan to match existing retraining wall. Mortar color should be neutral and approved by DCHE.
7. Contractor shall ensure that there is no ponding on site at completion of 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.

8. Contractor shall pay for and provide three (3) copies of As-builts to DCHE at the completion of all work.

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 to provide shop drawings of all proposed structures to be build and submittals of all materials, colors and equipment for DCHE approval prior to the start 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 provide submittals for DCHE approval for all materials to be used on project prior to installation, no exceptions.
5. Note: Contractor shall provide and install the following site furnishings and quantity *Victor Stanley, Inc.* or equal:
 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.
6. Contractor shall pay for and provide three (3) copies of As-builts to DCHE at the completion of all work.

SECTION C – PROPOSAL REQUIREMENTS

C.1 Proposal Submission Deadline

Please submit an original and four (4) copies of your proposal in a sealed envelope marked “**RFP No. DCHE-2010-14, KENTUCKY COURTS PARK & GARDEN- CONSTRUCTION SERVICES**” and addressed to the Angel Reynolds. Proposals are due at **11:00 am**

on Monday, May 3, 2010. Or the contractor can submit the proposal in Adobe PDF format and email to the attention of the Angel Reynolds (addressed outlined in provision A.2. (a)above).

C.2 Proposal Format

The proposed respondent shall submit a completed proposal in accordance with the proposal format as outlined below:

PROPOSAL FORMAT

All proposals submitted for consideration will be reviewed by DCHE evaluation team and the respondent receiving the highest rating, based on the criteria below, will be selected as being the most capable of providing the services in a manner that is most advantageous to DCHE, with cost and other factors considered. **Please note that the proposal format shall not exceed a maximum of thirty (30) pages, (this does not include resumes and promotional materials).** DCHE may reject any or all proposals that are determined not to be in proper format or in DCHE's best interest. In addition, DCHE reserves the right to waive any requirements contained herein.

The proposal shall be divided into sections marked as follows:

1. Cover Letter
2. Firm's Description and Experience
3. Firm's Reference
4. Staff Qualifications
5. Staff Resumes
6. Other Information
7. Cost Proposal

At a minimum, these sections should contain the following:

1. Cover Letter – signed by a principal of the organization
2. Firm Description and Experience

Please describe the respondent's experience providing one or more of the construction services listed in Section B. 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;

3. Firm References

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

4. Staff Qualifications

- a) Identify the key individuals who would be assigned to work with DCHE.
- b) Describe the level of staffing and service that DCHE would receive, including the nature of the work that each person would perform and their related professional experience.
- c) Identify the designated DCHE contact person in your organization during both the pre-Administration and Administration Phase of the project.
- d) Describe lines of DCHE during the Administration Phase and pre-Administration Phase.

5. Staff Resumes

Furnish resumes for each individual identified in Section 4 above.

6. Other Qualifications

Provide any other qualifications that should be considered.

In addition, the respondents 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) Provide a copy of trade or license certification, liability insurance, clean hands and good standing certificate from District of Columbia Department of Consumer & Regulatory Affairs (DCRA).

7. Contractor shall provide a detailed breakdown of proposed costs including labor, materials, equipment for one or each discipline listed in Section A. The cost proposal shall be submitted separate from general response to RFP.

C.3 Compliance with Proposal Requirements

All proposals will be scored based on the evaluation criteria. The Contract Officer will determine the competitive range of the evaluation criteria. DCHE may reject any proposal with missing information, incomplete responses or nonresponsive to the solicitation requirements. Minor omissions may be corrected subsequent to the proposal submission, at the sole discretion of DCHE. Proposals which do not comply with the proposal format may be rejected without further review.

SECTION D – EVALUATION CRITERIA

D.1 Evaluation of Proposals

The contract will be awarded to the responsible respondent whose offer is most advantageous to DCHE, based upon the evaluation criteria specified below. DCHE reserves the right to reject any and all proposals determined to be inadequate or unacceptable. The DCHE may award a contract upon the basis of initial offers received without discussions. Therefore, each initial offer should contain the respondent's best terms, from a technical and price standpoint.

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified in Section C.2 above. Proposals which do not comply with these requirements will be rejected without further review.

Please note that price will not be the primary factor in the selection process. All proposals will be reviewed and ranked against the following criteria:

D.2 Selection Criteria

- a) Breadth and depth of the firms experience on similar projects with similar scope and size in the Washington D.C. Metropolitan area. **(Weighted Factor 25)**
- b) Qualifications and experience of the individuals who will be responsible to insure that the contract work is completed on

schedule and in accordance with all applicable contract specification and regulations **(Weighted Factor 15 points)**

- c) Safety Plan and/or Waste Management Plan response to the requirements of this solicitation, including personnel, quality control, coordination efforts and service levels. **(Weighted Factor 15 points)**
- d) Section 3 Compliance Plan and commitment. **(Weighted Factor 20 points)**
- e) Demonstrate understanding of solicitation work by provided and/or illustrating ability to perform work through references or visual samples of similar work to be performed. **(Weighted Factor 15 points)**
- f) Completed and attaching to proposal all documentation requested for work to be completed in this proposal. **(Weighted Factor 10 points)**
- g) 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 respondent based on a review of the offer, either as part of a joint venture or as a subcontractor. **(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 Term of Contract

Varies, see Section A.1.

E.2 Time

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

E.3 Insurance

The respondent shall, at its expense, carry the minimum insurance coverages set forth below and shall keep such insurance in force throughout the contract period. All insurance provided in this section shall set name DCHE as an additional insured.

- a) Commercial General Liability insurance shall provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b) Automobile Liability insurance shall provide coverage of at least \$1,000,000 per occurrence;
- c) Worker's Compensation insurance shall provide coverage of all of its employees and in connection with operations pertaining to this contract, and shall comply at all times with the provisions of worker's compensation laws of the District of Columbia;
- d) Employer's Liability insurance shall provide coverage in a minimum amount of \$500,000 per accident; \$500,000 employee disease; \$500,000 disease-policy limit;
- e) Umbrella or Excess Liability insurance shall provide coverage of at least \$2,000,000; and

All insurance provided by the respondent as required by this section, except comprehensive automobile liability and worker's compensation insurance shall set forth DCHE as an additional insured. All insurance shall be written with any responsible company approved by DCHE and licensed by the District of Columbia. Respondent shall provide DCHE with a certificate of insurance coverage within 5 days of the award of the contract pursuant to this RFP 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.

E.4 Indemnification and Hold Harmless

The respondent shall indemnify, defend and hold harmless U.S. 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 RFP or any breach by the respondent, 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 respondent, its agents, representatives, employees and subcontractors or any other person or entity for which the respondent 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 Protest

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 prior to pursuing protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

E.6 Cost

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

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 E**. 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 respondent 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 proposals 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 Expense of the Proposal Submission

All expenses incurred in the preparation and submission of proposals in response to this solicitation shall be borne by the Respondent.

E.11 Cancellation

The DCHE reserves the right to cancel this bid solicitation or to reject in whole or in part, any and all proposals 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 proposal 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.12 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.

DEFINITIONS

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

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

Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

General Counsel. The General Counsel of the District of Columbia Housing DCHE.

Protester. Any respondent to a DCHE solicitation who has submitted a bid, quotation, or proposal that contains all the material requirements of the solicitation, and has received an unfavorable decision concerning the results thereof and has a valid basis to challenge the DCHE award decision or any respondent who files a complaint based on the content of the RFP prior to the proposal due date based on specific facts giving rise to any such complaint.

PROCEDURES

Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten Calendar days of contract award by the Contracting Officer of DCHE, 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 contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint, include costs, if any, being sought by the Protestor, and be specific as to the solicitation, bid, proposal or contract 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 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 fifteen (15) days of receipt, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protestor does not agree with the decision rendered, then the Protestor may submit a formal request to have the dispute

resolved by the Executive Director. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The Executive Director shall respond to protests submitted in a timely manner, within ten (10) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Executive Director, or any designee, fails to respond to a timely filed appeal, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to the District of Columbia Contract Appeals Board (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Executive Director. Any appeals to CAB shall conform to all such applicable statutes, rules and regulations established under District of Columbia law.

All protests, except those directed to the CAB, shall be addressed to the DCHE. The address is as follows:

DC Housing Enterprises
1133 North Capitol Street, N.E. Room 300
Washington, D.C. 20002-7599
Attn: Angel Reynolds

DCHE shall, in all instances, promptly disclose information to the Federal agency related to any protests or complaints. However, failure to promptly notify the Federal agency of such matters does not relieve the Protester of the responsibility to comply with the administrative procedures presented herein.

SECTION F –ATTACHMENTS

- A. Applicability of the American Recovery and Reinvestment Act (ARRA)
- B. Section 3 Documents
- C. Non-collusive Affidavit
- D. Tax Certification Affidavit
- E. Davis-Bacon Wage Determination- No. DC20080001
- F. Cost Proposal Summary Sheet
- G. Contract Documents

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



ATTACHMENT A

**AMERICAN RECOVERY AND
REINVESTMENT ACT (ARRA)**

I. APPLICABILITY OF THE AMERICAN RECOVERY AND REINVESTMENT ACT

This procurement is being funded by the District of Columbia Housing Authority (“DCHA”) with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act), and is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and DCHA entities. DCHA has the right to cancel, terminate or suspend the contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended.

II. REPORTING

1. In addition to the other reporting requirements in this contract, the Contractor shall comply with all reporting requirements of the Recovery Act, as follows:

(a) *Definitions.* As used in this clause—

“Contract” means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

“First-tier subcontract” means a subcontract awarded directly by a prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the Recovery Act. This definition covers only prime contractor positions. The number shall be expressed as FTE, calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the Contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice has been submitted are due no later than 5th calendar day after the end of each month.

(d) Unless otherwise directed by the Contracting Officer, the Contractor shall report the following information:

(1) The contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the Contractor for the reporting period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the previous month.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not

started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. §§78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(8) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(9) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 8, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. §§78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(10) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor. A job cannot be reported as both created and retained.

(11) A unique identifier for each of the Contractor's employees working on a project funded by the Recovery Act. The unique identifier will be the employee's last name combined with the last three numbers of their social security number.

(12) Total hours worked on work funded by the Recovery Act by each employee utilizing the unique identifier.

2. The Contractor shall designate a responsible contact person who will ensure that the data described in Section II.1 is reported by the required time. The Contractor designates the following person as the contact person:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email address: _____

3. The Contractor shall not use Recovery Act funds to meet the cost of its tracking and reporting requirements under its Recovery Act contracts.

III. POSTING AVAILABLE JOB OPENINGS

The Contractor shall promptly post all new job openings on the District Department of Employment Services' website at www.dcnetworks.org.

IV. ACCESSIBILITY TO RECORDS REQUIREMENTS

1. Pursuant to section 1514 of the Recovery Act, the Contractor agrees to allow any appropriate federal entity, including an inspector general:
 - a) access to examine any records of the Contractor and any subcontractor pursuant to this contract that pertain to, and involve transactions relating to, this Contract or any subcontract under this Contract; and
 - b) to interview any officer or employee of the Contractor, or any subcontractor, regarding such transactions.

2. Pursuant to section 902 of the Recovery Act, the Contractor agrees to allow the Comptroller General and his representatives:
 - a) access to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to the Contract or subcontract under this Contract; and
 - b) to interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

IV. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the DCHA's equal opportunity requirements, the Contractor shall comply with, and require its subcontractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

Titles VI and VII of the Civil Rights Act of 1964
Equal Pay Act of 1962
Age Discrimination in Employment Act of 1967

Title IX of the Educational Amendments of 1972
Section 504 of the Rehabilitation Act of 1973
Age Discrimination Act of 1975
Titles I and V of the Americans with Disabilities Act of 1990
Fair Housing Act
Fair Credit Reporting Act
Equal Educational Opportunities Act
Uniform Relocation Act

V. WHISTLEBLOWER PROTECTIONS

1. Pursuant to Section 1553 of the Recovery Act, the Contractor and all subcontractors are prohibited from discharging, demoting or otherwise discriminating against any employee of the Contractor or any subcontractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:

- a) gross mismanagement of the Contract related to Recovery Act funds;
- b) gross waste of Recovery Act funds;
- c) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds;
- d) an abuse of authority related to the Contract, including the competition for or negotiation of the contract, related to Recovery Act funds; or
- e) a violation of law, rule or regulation related to Recovery Act funds.

2. The inspector general shall receive and investigate all complaints alleging a violation of Paragraph 1 of this section.

3. All contractors and subcontractors receiving Recovery Act funds shall post a notice of employee rights as described in Paragraph 1 of this section in conspicuous locations with other required employee rights information.

VI. ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

1. Department of Labor Wage Determinations

- a) The Contractor and its subcontractors shall pay all laborers and mechanics wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.

b) All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

2. Buy American

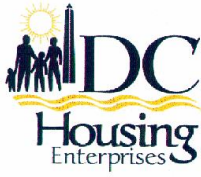
a) Pursuant to Section 1605 of the Recovery Act, the Contractor and all subcontractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:

- (i) The use of those materials would be inconsistent with the public interest;
- (ii) That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
- (iii) The use of those materials would increase the cost of the project by more than twenty-five percent (25%).

b) The Contractor may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

VI. PROVISIONS APPLICABLE TO SUBCONTRACTORS

The Contractor shall provide a copy of this Attachment B to all of its subcontractors under this Contract.



ATTACHMENT B

SECTION 3 CONTRACTOR COMPLIANCE AGREEMENT

Section 3 Contractor Compliance Agreement

This Section 3 Contractor Compliance Agreement is entered into between the District of Columbia Housing Authority (DCHA), 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 B.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 B.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 proposal, 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 C

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

Washington, DC

_____, being first duly sworn, deposes and says:

That Bidder

is _____
the party making the foregoing proposal or bid, that such proposal 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 proposal 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 D

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 E
WAGE DETERMINATION RATE
(DAVIS-BACON)

General Decision Number: DC100001 03/19/2010 DC1

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

* 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

	Rates	Fringes
Boilermakers:.....	\$ 37.66	16.36

 BRDC0001-001 05/04/2009

	Rates	Fringes
Bricklayer.....	\$ 26.31	7.11

 BRMD0001-004 04/28/2009

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

 CARP0132-001 05/01/2009

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

 CARP1831-001 04/01/2009

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

 CARP2311-002 05/01/2009

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

 ELEC0026-001 06/01/2009

	Rates	Fringes
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 scalers, 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 nozzlelemen 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
14-18	6.....	\$ 32.55
		5.25
		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 09/01/2006

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....	\$ 14.05	3.69

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

Kentucky Courts Park and Garden Construction Services
Solicitation No. DCHE-2010-14
Page 62 of 65

- * 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.

=====

END OF GENERAL DECISION



ATTACHMENT F

COST PROPOSAL SUMMARY SHEET

COST PROPOSAL SUMMARY SHEET
KENTUCKY COURT PARK AND GARDEN
13TH & C STREETS, SE

CONTRACTOR'S NAME:	
---------------------------	--

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.