This Addendum is being issued to amend and/or clarify certain information contained in the
Invitation to Bid (ITB) 19-077. All information contained herein is binding on all Bidders who
respond to this ITB.

Bidders shall acknowledge receipt of this Addendum on the Section 00 41 00, Bid Form of
the Bidding Documents.

Addendum No. 3 consists of the following:

- 4 pages of text.
- Attachment – 1: Replacement of Volume 1 Section 00 20 00 (12 pages)
- Attachment – 2: Replacement of Volume 1 Section 00 52 00 (42 pages)
- Attachment – 3: Replacement of Volume 1 Section 13 12 10 (8 pages)
- Attachment – 4: Replacement of Volume 2 Drawings (2 pages)

Bidders shall make the following changes to all pertinent sheets, pages, and paragraphs of
the Bidding Documents and take same into full consideration in arriving at the Proposal

Changes made in this Addendum have been marked as follows with the exception of the
Table of Contents (TOC) and the page numbers:

1. Additions and modifications have been marked with an underline
2. Deletions of text have been marked with a strikethrough
3. The note “[Addendum No. 3]” has been added after any change
4. Changes made to the drawings have been denoted by revision clouding

**Volume 1 – SPECIFICATIONS**

A. Remove Section 00 20 00 and replace with Section 00 20 00 in Attachment – 1.
Summary of changes are:

a. Replaced language in Article 10.15
B. Remove Section 00 52 00 and replace with Section 00 52 00 in Attachment – 2.
   Summary of changes are:
   a. Deleted Exhibit A - Virginia Clean Water Revolving Fund Insert, 'Attachment #4 Wage Determination(s)’ and replaced with the most current wage determination for Wage Decision # VA13 as of May 24, 2019.

C. Remove Section 13 12 10 and replace with Section 13 12 10 in Attachment – 3.
   Summary of changes are:
   a. Added language in Article 2.13.B

Volume 2 – DRAWINGS

A. Remove and replace the following sheets in Attachment 4 - Volume 2 Drawings:
   a. C-102 – TYPICAL CIVIL DETAILS 2 OF 3
   b. C-503 – NORTH GATE UTILITY AND LIGHTING PLAN

BIDDER QUESTIONS

Q1. Prefabricated Buildings entering Virginia are regulated by Virginia’s HCD Industrialized Building Program. Will State Approval, Inspections, & Certifications be required for all four (4) Guard Booths?
A1. All Guard Booths need to satisfy the Virginia Building Code requirements. All prefabricated booths shall be delivered with a decal confirming certification.

Q2. North Gate Guard Booth is supposed to be SEC-016 (with restroom). This would be a 6 feet by 12 feet size booth; drawing C-102 is showing a 5’-4” x 12’ guard booth. Which is correct?
A2. Detail 2C-102 has been updated to reflect the correct dimensions. Refer to Attachment 4.

Q3. SEC-016 Model shows transaction windows with screens in the sliding doors and C-102 does not reflect this. Are transaction windows with screens to be included?
A3. Detail 2C-102 has been updated to include the operable window. Refer to Attachment 4.

Q4. Specifications given for the East & South Gate Guard Booths will never pass the State of Virginia Building Compliance Program (energy code portion) as detailed. Can these specifications be altered so the booths are compliant?
A4. South and East Guard Booths are not required to be energy code compliant. Only North and West Gate Guards Booths are required to be compliant per Section 13 12 10 Article 2.16.

Q5. Is there a drawing showing the plan view of the guard booths for the East & South Gate?
A5. The South and East Gate Guard Booth details have been intentionally omitted. Refer to Section 13 12 10 for details regarding the South and East Gate Guard Booths.
Q6. East & South Guard Booths call for a through wall Air Conditioner and (2) Base Board Heaters. Can these be replaced with a Combo Air Conditioner with Heat Strip mounted through the wall?

A6. The Air Conditioner and Heating specifications may be modified with coordination and consent from the Owner. Refer to Attachment 3.

Q7. Please provide us the invert elevation of the existing sanitary line and the 8-inch water line shown on drawing C-503. We need the invert elevation of this two existing lines in able to tie in the new 4-inch sanitary line and ½-inch water line.

A7. Drawing C-503 has been updated to include invert information for the existing sanitary sewer line. The existing 8-inch water line is assumed to be 4 feet below grade. Refer to Attachment 4.

Q8. Per Addendum 1, Volume 2 – Drawings C-501, the “Contractor is required to provide a temporary guard booth, and all associated utilities and connections to ensure temporary guard booth is fully functional prior to demolishing the existing guard booth.” Please provide information as to the size, composition, requirements etc. required for temporary booth.

A8. Contractor shall coordinate with AlexRenew to maintain security during construction by relocating existing guard booth or providing a temporary guard booth that meets the following specifications: Guardian Booth 86 Standard Booth with steel all-weather framing fully equipped with lighting, a climate-controlled unit heater, air conditioner, receptacles, switches, distribution panel, and work surface.

END OF ADDENDUM NO. 3
ATTACHMENT NO. 1

SECTION 00 20 00
## Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 - Defined Terms</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 2 - Bids Received</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3 - COPIES OF Bidding Documents</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4 - Pre-Bid Conference</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 5 - Interpretations and Addenda</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 6 - Bid Security</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 7 - Contract Times</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 8 - Substitute and “Or Equal” Items</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 9 - Subcontractors, Suppliers, and Others</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 10 - Preparation of Bid</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 11 - Basis of Bid</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 12 - Submittal of Bid</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 13 - Modification and Withdrawal of Bid</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 14 - Opening of Bids</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 15 - Bids to Remain Subject to Acceptance</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 16 - Evaluation of Bids and Award of Contract</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 17 - Bonds and Insurance</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 18 - Signing of Agreement</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 19 - Contracts to Be Assigned</td>
<td>11</td>
</tr>
</tbody>
</table>
This solicitation was issued using the Competitive Sealed Bidding procurement process as defined and authorized in the Virginia Public Procurement Act (VPPA) § 2.2-4302.1. The Contract(s) resulting from this solicitation shall be subject to the terms and conditions as set forth herein, or elsewhere in the Owner’s and other applicable Laws and Regulations.

It is the Owner’s intent that this Invitation to Bid (ITB) permits competition. It shall be the Bidder’s responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by Purchasing Agent no later than fifteen (15) days prior to the date set for acceptance of Bids.

ARTICLE 1- DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office: Alexandria Renew Enterprises, 1800 Limerick Street, Alexandria, VA 22314

B. Owner’s Website: https://alexrenew.com/business-opportunities

ARTICLE 2- BIDS RECEIVED

2.01 Bids will be received until the date and time specified in the Invitation to Bid.

ARTICLE 3- COPIES OF BIDDING DOCUMENTS

3.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) for the Owner’s Website. See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

3.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use.

3.03 All Addenda issued by the Owner will be available through the Owner’s Website.

3.04 Electronic Documents

A. When the ITB or Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified, typically in Adobe PDF.

B. All Electronic Bidding Documents will be subject to the same limitations set forth in 3.01 and 3.02 above.
ARTICLE 4- PRE-BID CONFERENCE

4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Invitation to Bid. Representatives of Owner and Engineer, if applicable, will be present to discuss the Project.

4.02 Questions received at the pre-bid conference may be answered verbally. However, oral statements may not be relied upon and will not be binding or legally effective.

4.03 A list of attendees may be distributed as an Addendum at Owner’s discretion following the pre-bid conference.

ARTICLE 5- INTERPRETATIONS AND ADDENDA

5.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

5.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Owner in writing via an email to the Purchasing Agent. For a question to be considered, the subject line of the email must state the following: “ITB No. 19-077 Questions”. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number.

A. Contact information for the Purchasing Agent is as follows:
   purchasing@alexrenew.com.

B. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting AlexRenew staff other than the Purchasing Agent.

5.03 Questions received by the Purchasing Agent less than 14 days prior to the date for opening of Bids, or later than the date specified in the Invitation to Bid may not be answered. (The date stated in Invitation to Bid takes priority.)

5.04 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered through the Owner’s Website as indicated in the Advertisement or ITB.

5.05 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 6- BID SECURITY

6.01 A Bid must be accompanied by Bid security, when required as specified on the Bid Form and the project is valued at more than $500,000, made payable to Owner in an amount of five (5) percent of Bidder’s maximum Bid price and in the form of a certified check, bank money order, or Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
6.02 The Successful Bidder will be required to provide a performance and payment bonds in the amount of 100 percent of the Contract value.

6.03 All bonds shall be in a form acceptable to the Owner, which may include a cashier’s check, certified check, or bond executed by a company licensed to do business in the Commonwealth of Virginia as allowed by §2.2-4336 – §2.2-4338 of the Code of Virginia.

6.04 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required performance and payment bonds, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and furnish the required performance and payment bonds within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, not exceeding the difference between the bid for which the bond was written and the next low bid, or the face amount of the bid bond, whichever is less (§2.2-4336-C). Such forfeiture will be Owner’s exclusive remedy if Bidder defaults by failure to execute and furnish the required performance and payment bonds and Contract materials as described herein.

6.05 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, or the duration of effective bid submittals specified in the ITB or Request for Qualifications/Proposals, whereupon Bid security furnished by such Bidders will be released.

6.06 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

6.07 Bid security may be waived by the Owner for contracts in excess of $100,000 but less than $500,000. Where a Bid security is waived, prospective bidders shall be prequalified for each project in accordance with §2.2-4317. However, Owner may waive prequalification requirements of a bidder with a current Class A contractor license for contracts in excess of $100,000 but less than $300,000 per §2.2-4336.

ARTICLE 7- CONTRACT TIMES

7.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

7.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 8- SUBSTITUTE AND “OR EQUAL” ITEMS

8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases
in which the Contract allows the Contractor to request that Owner authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Owner until after the Effective Date of the Contract.

8.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, and as supplemented by Addenda if applicable. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 9- SUBCONTRACTORS, SUPPLIERS, AND OTHERS

9.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

9.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

9.03 [List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].

9.04 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

9.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. A Bidder declining to make requested substitutions will constitute grounds for forfeiture of the Bid security. Any Subcontractor or Supplier, so listed and against which Owner makes no written objection prior to Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 10- PREPARATION OF BID

10.01 The Bid Form is included with the Bidding Documents.

10.02 All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.
Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

10.03 If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

10.04 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

10.05 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

10.06 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

10.07 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

10.08 A Bid by an individual must show the Bidder’s name and official address.

10.09 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

10.10 All names must be printed in ink below the signatures.

10.11 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

10.012 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

10.13 The Bid must contain evidence of Bidder’s authority to do business in the State of Virginia, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid, or Bidder must provide a statement on Bidder’s letterhead certifying their exemption from this requirement.

10.14 Bidder’s State of Virginia contractor license number or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
10.15 All Bid wage rates must be developed using Davis-Bacon wage determinations current as of within ten (10) days of the Bid opening date. The determinations are available in the Wage Determinations OnLine.gov website (http://www.wdol.gov/): Use the column titled Davis-Bacon Act and select the subject titled “Selecting DBA WDs” and enter Wage Decision Number (WD#): VA13 (Construction Type: Building, State: Virginia). The determinations are available in the https://beta.sam.gov/ website. Select “Search Wage Determinations” and enter Wage Decision Number (WD#): VA13 (Construction Type: Building, State: Virginia) in the “Search by WD Number” bar. Click on the Davis-Bacon Act WD # search result. [Addendum No. 3] Should the wage determinations change, Owner may issue an addendum ten (10) days prior to the Bid opening date reflecting new wage determinations.

ARTICLE 11- BASIS OF BID

11.01 Lump Sum
A. Bidders must submit a Bid on a lump sum basis for the items as set forth in the Bid Form.

11.02 Series of Lump Sums
A. Bidder shall submit a Bid for each lump sum item as set forth on the Bid Form, and shall compute and enter the total of all lump sum items in the space provided on the Bid Form.

B. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the arithmetically correct sum.

11.03 Unit Price
A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The “Bid Amount” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Amounts”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.04 Total Bid Price
A. The Total Bid Price will be the total of all Lump Sum items plus the Total of All Unit Price Bids.

ARTICLE 12- SUBMITTAL OF BID

12.01 The required Bid Form is provided in the solicitation. One (1) fully completed Bid Form with longhand signature, and one (1) exact electronic copy of the original Bid on Universal Serial Bus (USB) flash drive or other approved media shall be submitted in a sealed envelope or package, no later than the date and time specified in the Invitation to Bid, above. Electronic files must be in MS Word, Adobe Acrobat (PDF), or Excel format. Bidders shall include a notarized statement that the electronic version is a true copy of the printed version. The exterior of the sealed envelope or package shall be clearly marked with the ITB number and title along with the name of the Bidder submitting the Bid. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED”.

12.02 Late, unsealed, and electronic bids will not be accepted. A Bidder’s failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that Bidder’s Bid. A Bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

12.03 Modification of or additions to the Bid Form may be cause for rejection of the Bid; however, Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Bid as nonresponsive. As a precondition to Bid acceptance, Owner may, in its sole discretion, request that the Bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

12.04 Bids and all documents related to this solicitation submitted to Owner by a Bidder or a prospective Bidder shall, upon receipt by Owner, become the property of Owner.

12.05 Submission of a signed Bid Form is certification by the respective Bidder that it read the solicitation documents carefully and fully intends to comply with all the requirements stated in the solicitation or by law. Bidder further certifies that it will accept an award made to it as result of the submission.

ARTICLE 13- MODIFICATION AND WITHDRAWAL OF BID

13.01 No Bid may be withdrawn after it is filed with the Owner but prior to the time set for the opening of Bids unless the Bidder makes a request in writing to the Owner prior to the time set for the opening of Bids. Requests must be delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
13.03 After the opening of Bids, a Bidder may withdraw its Bid from consideration if the price of the Bid is substantially lower than other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that can be clearly shown by objective evidence drawn from inspection of original work papers, documents and other materials used in the preparation of the Bid sought to be withdrawn. The Bidder must give notice in writing to Owner of a claim of right to withdraw its Bid and provide all original work papers, documents and other materials used in the preparation of the Bid sought to be withdrawn, within two (2) business days after the conclusion of the Bid opening procedure.

13.04 All Bids will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner, or as specified in the Invitation to Bid.

13.05 No Bid may withdrawn under this section when the result would be the awarding of the Contract to another Bid of the same Bidder, or in which the withdrawing Bidder has any interest.

ARTICLE 14 - OPENING OF BIDS

14.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 15 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 16 - EVALUATION OF BIDS AND AWARD OF CONTRACT

16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, quality or quantity of the Work.
16.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to be nonresponsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

16.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner, then Owner will reject the Bid as nonresponsive.

16.04 If Owner awards the Contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid without consideration of proposed substitutions not specifically identified as approved in the Bidding Documents.

16.05 In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.06 For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

16.07 This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

16.08 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

16.09 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 17 - BONDS AND INSURANCE

17.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

17.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 18 - SIGNING OF AGREEMENT

18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder
must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 19- CONTRACTS TO BE ASSIGNED

19.01 Not Used.

END OF SECTION
ATTACHMENT NO. 2
SECTION 00 52 00
SECTION 00 52 00
AGREEMENT

This Agreement is by and between Alexandria Renew Enterprises (“Owner”) and ______________ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- East Gate
  - Replacement of the existing East Gate with a new automated cantilevered slide gate
  - Installation of a new security guard booth (including utilities)
- South Gate
  - Replacement of the existing South Gate with a new non-automated swing gate
  - Installation of a new security booth at the South Gate (including utilities)
- West Gate
  - Installation of a new automated rollup gate and fencing
  - Installation of a new pedestrian door and containment fencing
  - Installation of a new security booth (including utilities)
  - Modifications to an existing pedestrian door and existing garage rollup gate
  - Removal of the existing automated West Gate and fencing
- North Gate
  - Replacement of the existing North Gate with a new automated cantilevered slide gate
  - Installation of a new security booth with restroom at the North Gate (including utilities)
- South Bridge Sidewalk
  - Installation of a new sidewalk on the south side of South Bridge crossing Hooff's Run
ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- WRRF Site Security and Access Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained Brown and Caldwell ("Engineer") to prepare the design for this project. Brown and Caldwell shall assume all rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times

A. The Work will be substantially complete within 186 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 196 days after the date when the Contract Times commence to run.

4.03 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Power distribution block, transformer and all disconnect switches at the South Gate furnished, installed and powered under Contract 19-077 by October 30, 2019

2. Milestone 2: East and South Gate temporary guard booths furnished under Contract 19-077 delivered by November 27, 2019 [Addendum No. 1]

3. Milestone 3: All pavement restoration related activities furnished, installed and completed under Contract 19-077 by November 1, 2019 [Addendum No. 2]

4.04 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration or other dispute resolution proceeding, the actual loss suffered by Owner if
the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner $250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $450 for each day that expires after such time until the Work is completed and ready for final payment.

3. **Milestones:** Contractor shall pay Owner the amount specified below for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, and until the Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
   a. Milestone 1: $1,000/day
   b. Milestone 2: $1,000/day

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. The parties agree that the per diem measure of liquidated damages is a reasonable measure of the damages Owner is likely to suffer in case of delay, and Contractor agrees that it will not challenge the per diem amounts of liquidated damages imposed pursuant to this Paragraph 4.05. Contractor hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties not reasonably related to actual damages. The parties further agree that the liquidated damages set forth in this Paragraph 4.05 shall be the Owner’s sole remedy for delay as a result of Contractor’s failure to achieve the completion dates within the times required by this Agreement. The Owner may, but shall not be obligated to, deduct any liquidated damages that become due from any unpaid amounts then or which thereafter become due to the Contractor under the Contract Documents. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be immediately due and payable to the Owner upon demand.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Lump sum included in the Contract Price:
### Lump Sum Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Contract Price</td>
<td>$</td>
</tr>
</tbody>
</table>

#### B. Allowances included in the Contract Price:

<table>
<thead>
<tr>
<th>Allowances</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Owner’s Contingency Allowance</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Lump Sum Cash Allowance for providing temporary power for the Field Office Trailers at the South Gate prior to Milestone 1</td>
<td>$30,000 [Addendum No. 1]</td>
</tr>
<tr>
<td>Lump Sum Cash Allowance for additional surface milling and overlay requested by the Owner</td>
<td>$30,000 [Addendum No. 2]</td>
</tr>
</tbody>
</table>

#### C. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). NOT USED [Addendum No. 2]

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAT6 Wire</td>
<td>LF</td>
<td>1,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Fiber Optic Wire</td>
<td>LF</td>
<td>1,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Interior 1” Conduit</td>
<td>LF</td>
<td>1,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Direct Bury 1” Conduit</td>
<td>LF</td>
<td>1,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Fiber Optic Patch Panel</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Switch</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Repeater</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

[Addendum No. 2]
ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 Progress Payments and Retainage

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
   a. 95 percent of the value of the Work completed (with the balance being retainage).
   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of half percent (0.5%) per month.
ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following, and shall be in the following order of precedence:

1. Written Amendments, Change Orders and Work Change Directives
2. Agreement, inclusive of the Exhibits to this Agreement (enumerated as follows):
   a. Virginia Clean Water Revolving Fund Contract Insert
3. Performance bond and Payment bond, each together with their respective powers of attorney
4. General Conditions and Supplementary Conditions
5. Specifications – Division 01
6. Specifications – Divisions 02 through 40
7. Drawings, with figure dimensions taking precedence over scaled dimensions, and detailed Drawings taking precedence over general Drawings
8. Contractor’s Bid
9. Instructions to Bidders

For the avoidance of doubt, each of the above Contract Documents shall be deemed to include any Addenda to such Contract Document.

10. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the
Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition, or (d) any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).
3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Assigned Goods and Services
A. Not Used

8.04 Virginia Clean Water Revolving Loan Fund Contract Inserts
A. Because the Work may be funded, in whole or in part, from the Virginia Clean Water Revolving Fund (“Fund”), this Contract is subject to certain requirements associated with the Fund. The Fund mandates that the document contained in Exhibit A to the Agreement be included “verbatim” in all construction contracts. Consequently, Contractor agrees that it will fully comply with such Exhibit, and that in the event any other provision of the Contract Documents conflicts with any provision in Exhibit A, the provisions of Exhibit A shall govern.

B. All construction contractors performing physical Work on the jobsite are subject to Davis Bacon Wage Determinations. Davis Bacon Wage Decision No. VA13 are bound herein in Exhibit A and contain the specific applicable wage rates.

C. In accordance with the applicable Fund requirements, Owner may issue an Addenda to include the latest wage determinations in the Contract up to ten (10) days prior to the Bid opening. As long as Bids are opened within ten (10) days of issuance of the Addenda and the Contract awarded within 90 days of the Bid opening, the wage determinations will remain in effect for the life of the Contract.

D. Changes to wage rates during the life of the Contract shall be the responsibility of the Contractor, and shall not be eligible for claims or changes to the Contract Price.

8.05 Standard General Conditions
A. The General Conditions that are made a part of this Contract are a modified Engineers Joint Contract Documents Committee (EJCDC®) C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. Those portions of the text that originated in EJCDC documents remain subject to copyright. At the Contractor’s request, the Owner will provide modifications to the standard wording of the General Conditions in a “track changes” (redline/strikeout) format.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: ____________________________

(individual’s signature)

Date: ____________________________

(date signed)

Name: ____________________________

(typed or printed)

Title: ____________________________

(typed or printed)

Attest: ____________________________

(individual’s signature)

Title: ____________________________

(typed or printed)

Address for giving notices:

______________________________

______________________________

Designated Representative:

Name: ____________________________

(typed or printed)

Title: ____________________________

(typed or printed)

Address:

______________________________

______________________________

Phone: ____________________________

Email: ____________________________

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: ____________________________

(individual’s signature)

Date: ____________________________

(date signed)

Name: ____________________________

(typed or printed)

Title: ____________________________

(typed or printed)

Attest: ____________________________

(individual’s signature)

Title: ____________________________

(typed or printed)

Address for giving notices:

______________________________

______________________________

Designated Representative:

Name: ____________________________

(typed or printed)

Title: ____________________________

(typed or printed)

Address:

______________________________

______________________________

Phone: ____________________________

Email: ____________________________

License No.: ____________________________

(Where applicable)

State: ____________________________

END OF SECTION
Exhibit A

Virginia Clean Water Revolving Fund Contract Insert
VIRGINIA CLEAN WATER REVOLVING LOAN FUND
CONTRACT INSERT

The following document is to be inserted "verbatim" in all construction contracts funded by the Virginia Clean Water Revolving Loan Fund. The contract insert contains nine subparts and five attachments as follows:

1. **Subpart A** - containing the Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.

2. **Subpart B** - containing the notice to the prime contractor relative to certification on nonsegregational facilities.

3. **Subpart C** - setting forth the affirmative action requirements for the contractors and subcontractors for work involving any construction trade in excess of $10,000.

4. **Subpart D** - containing the Civil Rights Act of 1964.

5. **Subpart E** - setting forth requirements of Age Discrimination of 1975, Rehabilitation Act of 1973, and Section 13 of PL 92-500, the Federal Water Pollution Control Act.

6. **Subpart F** - setting forth requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act for contracts and subcontracts in excess of $100,000.

7. **Subpart G** - Procurement of goods and materials from Small Businesses in Rural Areas of the Commonwealth of Virginia wherever practical and feasible.

8. **Subpart H** - Provides that a contractor maintains a drug-free workplace or subcontractor during the performance of contract duties for any wastewater revolving loan-assisted project.

9. **Subpart I** - Requirements of Davis-Bacon Act for contracts and subcontracts in excess of $2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of $100,000.

**Attachment No. 1** - Instructions to Bidders/Offerers

**Attachment No. 2** - Certification regarding EEO compliance

**Attachment No. 3** - MBE/WBE Utilization Report

**Attachment No. 4** - Wage Determination(s)

**Attachment No. 5** - Davis-Bacon Payroll Certification – WHD 347
SUBPART A

EQUAL EMPLOYMENT OPPORTUNITY

1. Executive Order 11246 (Contracts/subcontracts above $10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
SUBPART B
NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities.

SUBPART C
CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
Effective October 1, 2009

1. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the affirmative action goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. The applicable Minority Business Enterprise (MBE)/Women’s Business Enterprise (WBE) “fair share” goals and dollar objectives are established as follows:

<table>
<thead>
<tr>
<th>MBE%</th>
<th>WBE%</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>2.5</td>
</tr>
<tr>
<td>0.6</td>
<td>1.2</td>
</tr>
<tr>
<td>2.6</td>
<td>1.6</td>
</tr>
<tr>
<td>0.8</td>
<td>1.3</td>
</tr>
</tbody>
</table>

3. The MBE/WBE goals set forth in this contract are shown in #2 above. The Contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE’s and WBE’s he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives he shall provide complete documentation which demonstrates the positive efforts made. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a nonresponsible bid and shall be cause for the owner to reject the bid.

4. The contractor shall implement the specific affirmative action steps as provided in Section B included in the Instruction to Bidders/Offerers section of these specifications.

5. The Contractor and all Subcontractors must maintain documentation and records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of determination of the apparent low bidder, the contractor must furnish to the loan recipient all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as nonresponsible and shall cause the bid to be rejected.

6. Immediately following the award of contracts and continuing through the construction stage, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Virginia Revolving Loan Fund MBE/WBE Utilization Reporting Form. A MBE/WBE Utilization Reporting Form shall be completed and submitted to the loan recipient on a calendar year quarterly basis during the construction period.
SUBPART D

CIVIL RIGHTS ACT OF 1964

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

SUBPART E

SECTION 13 of PL 92-506; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

SUBPART F

COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT (CONTRACTS AND SUBCONTRACTS IN EXCESS OF $100,000)

The Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

3. The Contractor will promptly notify the loan recipient and Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SUBPART G

UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS

The contractor and its subcontractors shall maintain a small business solicitation list and make appropriate attempts to procure needed equipment, supplies, and material from small businesses in rural areas of the Commonwealth of Virginia whenever they are a practical source for solicitation.
SUBPART H

TITLE 22, SECTION 22-4312, to CHAPTER 43 RELATING TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES (DRUG-FREE WORKPLACE)

For every contract over $10,000, the contractor must maintain a drug-free workplace. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SUBPART I

COMPLIANCE WITH DAVIS-BACON ACT PAYROLL REVIEW

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of $2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of $100,000. Wage rates specified in the applicable wage determination (Attachment 4) for this construction trade and geographic area are required as part of this contract. The wage determination(s) must be posted at the site of the work in a prominent and accessible place. The contractor will also post the Department of Labor poster “Employee Rights under the Davis-Bacon Act” (www.wagehours.dol.gov).

The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates, and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor’s firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been disbarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision if possible. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification, the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate.
and fringe benefits only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the “wage determination” included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the loan recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll* submitted shall be accompanied by a Statement of Compliance* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

1) that the payroll for the payroll period contains the information noted above and that such information is true and complete;
2) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

*DOL, WHD Form 347 (Attachment 5) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee’s payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3) Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DEQ, EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the State or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.
Virginia Clean Water Revolving Loan Fund - Contract Inserts

Instruction to Bidders/Offerers

ATTACHMENT #1

Minority Business and Women's Business Enterprise (MBE/WBE) Requirements of 40 CFR 33.240

Bidder/Offerer Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerers shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBE and WBE firms. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBE and WBE firms are solicited once they are identified.

2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.

3. Assuring that MBE and WBE firms are solicited whenever they are potential sources of goods and services. This step may include:

   a. Sending letters or making other personal contact with MBE and WBE firms, private agencies and state associations (e.g., whose names appear on lists prepared by EPA or the recipient and other MBE/WBE known to the bidder/offerer). MBE and WBE firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

      (i) Specific description of the work to be contracted;

      (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

      (iii) Date the quotation is due to the bidder/offerer;

      (iv) Name, address, and phone number of the person in the bidder/offerer’s firm whom the prospective MBE/WBE subcontractor should contact for additional information.

   b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the U.S. Department of Commerce.

B. Bidders/offerers must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses and phone numbers of MBE/WBE firms expected to perform work;

2. Work to be performed by the MBE and WBE firms;

3. Aggregate dollar amount of work to be performed by MBE and WBE firms, showing aggregate to MBE’s and aggregate to WBE’s separately;
BIDDER COMPLIANCE STATEMENT/CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed contract between ________________________________ and Public Body or (contractor)

subcontract between ________________________________ and ________________________________ to be (subcontractor) (contractor)

funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that:

1)  Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   _____Yes  _____No

2)  Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).
   _____Yes  _____No

3)  Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.
   _____Yes  _____No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file each establishment affirmative action program pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contract.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type):

SIGNATURE:  DATE:
ATTACHMENT #3

VIRGINIA REVOLVING LOAN FUND

PART I - MBE/WBE UTILIZATION REPORTING

Send completed form to: Department of Environmental Quality
Construction Assistance Program
P.O. Box 1165, Richmond, Virginia 23218
Reporting contact is Deborah Hawkins; phone number is (804) 698-4130 - deborah.hawkins@daq.virginia.gov

Year 20___

Reporting Quarter: (check one)

1st (Oct.-Dec.) _____ 2nd (Jan.-Mar.) _____
3rd (Apr.-Jun.) _____ 4th (Jul.-Sept.) _____

Name of Loan Recipient:

VCWRLF Loan Recipient Project No.: C-515

Prime Contractor:

Contract Number:

Date for Start of Construction:

Is the Prime Contractor an MBE or WBE? Yes________ No________

Have you subcontracted with an MBE or WBE firm in this quarter?

Yes________ No________

Please sign and date below

And, if you answered yes to subcontracting with an MBE or WBE firm please provide information on Part II.

Contractor’s Signature (or Recipient’s signature if prime contractor is MBE/WBE firm)

Date

If an MBE/WBE subcontract is rescinded, please give name of firm, date of rescission and amount of rescission.

__________________________________________

__________________________________________
### PART II - MBE/WBE UTILIZATION REPORTING

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<th>Business Enterprise</th>
<th>Dollar Value of Procurement</th>
<th>Date of Award (mm/dd/yy)</th>
<th>Type of Product or Service&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Name and Address of MBE/WBE Contractor or Vendor</th>
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<tbody>
<tr>
<td>Minority</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Women</td>
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</tbody>
</table>

<sup>1</sup> Type of product or use service code below:

1 = Agriculture  
2 = Mining  
3 = Construction  
4 = Manufacturing  
5 = Transportation  
6 = Wholesale Trade  
7 = Retail Trade  
8 = Finance, Insurance, Real Estate  
9 = Services  
9a = Business Services  
9b = Professional Services  
9c = Repair Services  
9d = Personal Services  
10 = Other
General Decision Number: VA190003 04/05/2019 VA13

Superseded General Decision Number: VA1900010

State: Virginia

Construction Type: Building

County: Arlington in Virginia.

Includes the independent city of Alexandria.*

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 2 stories).

Note: Under Executive Order (EO) 13600, an hourly minimum wage of $10.86 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on the wage determination at least $10.86 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) -(68). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number: Publication Date
0 01/04/2019
1 04/05/2019

* ASP00014A 006 10/01/2017

Rates Fringes

*https://www.wtdl.gov/whd/whd/davisbacon/VA13.db?n=1
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASBESTOS MOLDER/HEAT &amp; FROST</strong></td>
<td></td>
<td></td>
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</tbody>
</table>
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System) | $ 35.13 | 16.22%
| a. PAID HOLIDAYS: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday. |
| * ASBE0014-009 10/01/2017                         |       |        |
| **FIRESTOPPER**                                   | $ 28.01 | 7.78%
| 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, or 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. |
| a. PAID HOLIDAYS: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday. |
| **DOIL0045-003 01/01/2017**                       |       |        |
| **BOILERMAKER**                                  | $ 32.72 | 25.26%
| **BRC00001-005 04/19/2018**                      |       |        |
| **TILE FINISHER**                                 | $ 23.28 | 30.72%
<p>| <strong>BARA00008 04/20/2018</strong>                         |       |        |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Rates</th>
<th>Fringe</th>
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<tbody>
<tr>
<td>PUMP Fitter (Includes HVAC Pipe, Unit and Temperature Controls Installations)</td>
<td>$41.64</td>
<td>21.57%</td>
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<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$35.60</td>
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<td>SHEET METAL WORKER (Includes HVAC Duct Installation)</td>
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<td>BRICK POINTING/CAULKER/CLEANER</td>
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<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
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<tr>
<td>Hanging, and Demolition Work</td>
<td>$23.36</td>
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<td>CEMENT MASON/CONECT FINISHER</td>
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<td>FLOOR LAYER: SOFT FLOORS</td>
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<tr>
<td>IRONWORKER, REINFORCING</td>
<td>$27.46</td>
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<td>LABORER: Common or General, including brick masonry tending and cement masonry tending</td>
<td>$35.55</td>
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<tr>
<td>LABORER: Pipelayer</td>
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<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
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<tr>
<td>OPERATOR: Bobcat/Scid Steer/Scid Loader</td>
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<td>OPERATOR: Bulldozer</td>
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<td>OPERATOR: Crane</td>
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<td>OPERATOR: Forklift</td>
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<td>OPERATOR: Loader</td>
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<td>OPERATOR: Roller</td>
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<td>WATERPROOFER</td>
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

https://www.whitehouse.gov/presidential-actions/davis-bacon-act/
solicitation was issued) on or after January 1, 1977. If this contract is covered by the EO, the contractor must provide employees with 40 hours of paid sick leave for every 50 hours they work, up to 10 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers:
A four letter classification abbreviation identifier enclosed in dotted lines beginning with character other than "DI" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUMB050-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 005 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

https://www.dol.gov/whd/sca/Files/davidascan/AS15.d4?v=1
5/17/2019

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for that classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. At this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SRLA2012-00-01/13/2014 SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The first number, 001 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAWG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAWG-0010 08/29/2014 UAWG indicates that the rate is a weighted union average rate. 0010 indicates the state. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

MACE DETERMINATION APPEALS PROCESS

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


7/6
General Decision Number: VA190013 05/24/2019 VA13
Superseded General Decision Number: VA20180013
State: Virginia
Construction Type: Building
County: Arlington County in Virginia. Includes the independent city of Alexandria.*

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.3(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<th>Publication Date</th>
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ASBE0024-006 10/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation). $ 35.13 16.22±a

a. PAID HOLIDAYS: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-009 10/01/2017

Rates Fringes


1/1
FIRESTOPPER.......................... $ 28.01 7.78+a

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.

a. PAID HOLIDAYS: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).......................... $ 45.75 18.27

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PAINTER
  Brush, Roller and Spray..... $  25.06    9.76

Rates Fringes

DRYWALL FINISHER/TAPER........ $  25.06    9.76

Rates Fringes

PLUMBER.......................... $  42.92    18.15+a


Rates Fringes

PIPEFITTER (Includes HVAC
  Pipe, Unit and Temperature
  Controls Installations)........ $  41.64    21.57+a


Rates Fringes

SFVA0669-006 04/01/2018

Rates Fringes

SPRINKLER FITTER (Fire
  Sprinklers)....................... $  35.60    20.24

Rates Fringes

SHEE0100-004 07/01/2018

Rates Fringes

SHEET METAL WORKER (Includes
  HVAC Duct Installation)........ $  40.27    20.34+a


Rates Fringes

SUVA2013-025 01/11/2016

Rates Fringes

BRICK POINTER/CAULKER/CLEANER.... $  19.68    0.00

Carpenter, Includes

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classifications listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-00-0010

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
4.) All decisions by the Administrative Review Board are final.

===============================
END OF GENERAL DECISION

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each labor or mechanic listed in the above referenced payroll have been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

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REMARKS

MARK AND TITLE

SIGNATURES

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1031 OF TITLE 18 AND SECTION 321 OF TITLE 32 OF THE UNITED STATES CODE.
ATTACHMENT NO. 3

SECTION 13 12 10
SECTION 13 12 10
PRE-FABRICATED METAL BUILDINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope
   1. This section specifies four preassembled, prewired, steel buildings for use as guard booths at the North, South, East and West Gate locations. The buildings shall be complete, including heating, air conditioning, as well as a steel floor.

B. Type
   1. Each complete booth shall be steel all-weather type fully equipped with lighting, a climate-controlled unit heater, air conditioner, receptacles, switches, distribution panel, work surface and other accessories shown or specified herein. The building shall be manufactured by Par-Kut International, Inc., Guardian Booth, or equal, modified as necessary to provide the specified features.

1.2 RELATED WORK

A. Section 03 30 00 Cast-In-Place Concrete

B. Section 26 Various Electrical

1.3 QUALITY ASSURANCE

A. General
   1. Structures shall be the product of a manufacturer with a minimum of 10 years-documented experience in the design and fabrication of portable steel buildings.
   2. The two approved manufacturers are:
      b. Guardian Booth, 29 N. Roosevelt Ave. Suite 301 Spring Valley, NY 10977, Phone (844) 992-6684, website: https://www.guardianbooth.com/, email: Sales@guardianbooth.com
   3. Manufacturer shall maintain and furnish proof of maintenance of quality assurance program with regularly scheduled independent third-party testing.
   4. Prefabricated buildings by manufacturers other than the one approved shall submit sufficient data to enable approval to be given. At a minimum: design drawings and/or calculations, applicable certifications, catalog information, and color samples showing equal range of variety.
5. Electrical devices factory installed within the prefabricated building shall be listed by UL, ETL, or other nationally recognized testing laboratory. Factory installed wiring system shall comply with the current NFPA’s National Electrical Code.

6. Adherence to applicable portions of state and local building codes is the responsibility of the installing contractor. Building manufacturer shall not be responsible for permits, special engineering calculations, or architectural type drawings unless otherwise notified in writing three weeks prior to release of bid document.

7. Design loads: Live Loads: Floor 50 PSF, roof 50 PSF, wind 100 MPH (min.).

B. Installer’s Qualifications

1. The Contractor erecting the metal building shall be thoroughly trained in the Manufacturer's recommended methods and procedures and approved by the Manufacturer. Erecting Contractor shall be licensed or otherwise approved by Building Manufacturer.

C. Responsibility

1. The Building Manufacturer shall be responsible for engineering design and fabrication to meet the specified Regulatory Requirements and design loads specified herein. The Building Manufacturer shall also be responsible for any damages caused by failure to clearly indicate in their submittals all structural reactions to the foundation system, including those imposed by secondary members and bracing. All required engineering documentation shall bear the seal of an Engineer licensed to practice in the Commonwealth of Virginia.

D. Coordination

1. The metal building supplier shall coordinate with the Contractor all foundation dimensions and proper placement of all anchor bolts and related items.

1.4 ENVIRONMENTAL CONDITIONS

1. The buildings will be outdoors and exposed to the elements.

1.5 SUBMITTALS

A. Submit shop drawings for each different building required for this project. Drawings shall include elevations, section, floor plan, electric schedule, service entrance locations, external finishes including face brick, utility connections, and anchor detail. Submittals shall comply with all requirements set forth in specification Section 01 33 00.

B. Color charts illustrating possible colors and patterns for specified finishes shall be available to owner for prompt selections.
PART 2  PRODUCTS

2.1 INSTALLATION

A. Pre-assembled booth unit(s) shall be the following models (Model is determined by length first then width. i.e. 6’ x 8’ booth is model 86) as manufactured by Par-Kut International, Inc., Guardian Booth, or approved equal: Frames shall be set in accordance with SDI 105, and plumbed, aligned, and braced securely until permanent anchors are set. Bottoms of frames shall be anchored with expansion bolts or powder actuated fasteners. Wall anchors shall be built in or secured to adjoining construction. Where frames require ceiling struts or overhead bracing, frames shall be anchored to the struts or bracing. Frames shall be backfilled with mortar. When an additive is provided in the mortar, inside of frames shall be coated with corrosion-inhibiting bituminous material. For frames to be installed in exterior walls and to be filled with mortar or grout, the stops shall be filled with strips of rigid insulation to keep the grout out of the stops and to facilitate installation of stop applied head and jamb seals.

1. North Gate Guard Booth – Par-Kut International – SEC-016 (include restroom)
2. West Gate Guard Booth – Par-Kut International – SEC-016
3. East Gate Guard Booth – Guardian Booth 86 Standard Booth
4. South Gate Guard Booth – Guardian Booth 86 Standard Booth

2.2 STRUCTURE

A. North and West Gate Guard Booths:

1. Prefabricated steel building shall be single unit welded steel construction with 14-gauge galvannealed steel panels on the exterior and 18-gauge galvannealed steel interior panels. Framework shall be 14 gage tube steel, with galvanizing for exterior components. Building to be shipped completely assembled. All welded joints ground smooth. Aluminum or fiberglass construction not acceptable. Interior height shall be 7 foot-six inches floor to finished ceiling. Walls shall be 4-inch deep insulated double pan.

B. South and East Gate Guard Booths

1. Prefabricated building shall be 2 inch double layer pre painter galvanized iron panels. Framework shall be durable weather resistant aluminum. Building to be shipped completely assembled. All welded joints ground smooth. Interior height shall be 7 foot-six inches floor to finished ceiling

2.3 RESTROOM

A. Include a restroom in the North Gate Guard Booth. Restroom not to be provided in other Guard Booths.

2.4 BASE AND FLOOR

A. North and West Gate Guard Booths:
1. Base height shall be 4 inches for outside use. Floor shall be 12-gauge galvanized steel, 4-way tread plate. Four 1/4” steel angle iron anchor clips are provided to secure building. Anchors provided by installer shall be galvanized or stainless steel.

B. South and East Gate Guard Booths
   1. Base height shall be 3 inches for outside use. Floor shall be galvanized diamond floor plate on steel forkliftable base-frame. Base-frame shall be 1.5” welded square steel tubing.

2.5 DOORS

A. North and West Gate Guard Booths:
   1. Door(s) shall be 2” thick with 14 gage tubular steel frame, top-suspended heavy duty sliding, fully weather-stripped. Include Adams Rite® #1850 hook bolt deadlock with key cylinder and inside thumb turn, view window and all roller assembly hardware. Door hangers shall be ball bearing, four-wheel adjustable pendant type. Track shall be overhead I-Beam type. Each unit will have two (2) 36-inch wide sliding steel doors.

B. South and East Gate Guard Booth:
   1. Door(s) shall be standard 32”x80” swing door and lock with 24”x36” fixed window

2.6 WINDOWS

A. North and West Gate Guard Booths:
   1. Welded steel frames, all fixed, non-operable type. Painted steel construction with removable interior glazing stops. Provide sliding windows as shown on drawings for ventilation and/or transaction purposes. Include insect screens in ventilation windows
   2. All windows and doors shall contain tinted low-E-3 thermal insulated glass.

B. South and East Gate Guard Booth:
   1. 36 inch tall windows all around. Provide sliding windows as shown on drawings for ventilation and/or transaction purposes. Include insect screen in ventilation windows.
   2. All windows and doors shall contain mirror tint or 15% black tint. Owner/architect to confirm final choice during submittal review.

2.7 EXTERIORS

A. West Gate Guard Booth:
1. Face Brick exterior: Facing brick complying with ASTM C 216 and matching the color, texture pattern matching of the existing face brick of AlexRenew’s Environmental Center
   a. Products: Subject to compliance with requirements, provide the following:
      1) Watsontown Brick Company; Iron Spot; Chelsea; Type 8; smooth.
   b. Grade: SW
   c. Type: FBS
   d. Size: Modular
   e. Application: Use where brick is exposed unless otherwise indicated.

2. Exposed metal surfaces except roof top, anodized aluminum window frames and any stainless-steel components (if used) shall be painted one color using Axalta® Imron™ high gloss industrial polyurethane to match the existing metal surfaces of AlexRenew’s Environmental Center. Owner/architect will select a single color from Par-Kut standard colors.

B. North Gate Guard Booth:
   1. Face Brick exterior: Facing brick complying with ASTM C 216 and color, texture pattern matching the existing Face Brick of the adjacent buildings on the WRRF.
      a. Products: Subject to compliance with requirements, provide the following:
         1) Old Virginia Brick Company, 183, Old Georgetown. Grade: SW
      b. Type: FBS
      c. Size: 2-1/4 by 3-5/8 by 7-5/8
      d. Application: Use where brick is exposed unless otherwise indicated.

C. South and East Gate Guard Booths:
   1. Exposed vinyl protective wrap shall be colored indigo blue and light gray interior. Owner/architect to confirm final color choice during submittal review.

2.8 CANOPY

A. North and West Gate Guard Booths:
   1. Shall be 14-gauge minimum galvannealed steel and standard overhang shall extend 3” beyond the walls. Standard fascia height shall be 6”. Fascia shall be 10-1-10 concealing double band.

B. South and East Gate Guard Booths:
   1. Standard overhang shall extend 4” beyond the walls. Standard fascia height shall be 2”.
2.9 ROOF

A. All Guard Booths:
   1. Provide lifting ring(s) welded in roof for onsite lifting of unit. Roof surface shall be 14-gauge galvannealed steel sheet. Roof seams shall be continuously welded, caulked and weatherproofed. Roof shall drain to downspout(s).

2.10 INSULATION

A. North and West Gate Guard Booths:
   1. Walls shall be insulated with fiberglass board. Roof structure fully insulated, 4” minimum thickness double pan.

B. South and East Gate Guard Booths:
   1. Walls and roof shall be insulated with 2” weather-resistant R10 insulation.

2.11 WORK COUNTER

A. North and West Gate Guard Booths:
   1. One 14-gauge painted steel counter across width of booth 20” deep with one 16” wide steel storage drawer. Include one electrical cord access hole in corner of counter above receptacle.

B. South and East Gate Guard Booths:
   1. One built-in 18 inch desk with drawer across width of booth opposite door.

2.12 ELECTRICAL

A. North and West Gate Guard Booths:
   1. Unit shall be delivered complete with all wiring required for an LED light fixture with a wall switch, two (2) 20A/125V duplex outlets, heater, a 100A 12-circuit load center with branch circuit breakers and 100A main breaker. All wiring copper #12 AWG minimum, enclosed rigid conduit, flexible conduit or as MC cable. All fittings, wiring devices and fixtures UL listed. Ready for site connection. Three wire 240/120V single-phase service required. Electrical system shall be NEC compliant. One Cat 6 data/communications jack to be included in unit.
   2. The load center shall allow be installed in a manner to allow future loads to be connected.

B. South and East Gate Guard Booths:
   1. Unit shall be delivered complete with all wiring required for an LED light fixture with a wall switch, heater, four (4) 100V outlets, a 100A 12-circuit load center with branch circuit breakers and 100A main breaker. All wiring copper #12 AWG minimum, enclosed rigid conduit, flexible conduit or as MC cable. All fittings,
wiring devices and fixtures UL listed. Ready for site connection. Three wire 240/120V single-phase service required. Electrical system shall be NEC compliant. One Cat 6 data/communications jack to be included in unit.

2.13 HEATER

A. North and West Gate Guard Booths:
   1. Electrical wall heater shall be fan-forced type including integral thermostat. Minimum heater size shall be 4000W.

B. South and East Gate Guard Booths:
   1. Two (2) 1500W (240V) baseboard heaters or approved alternative. [Addendum No. 3]

2.14 AIR CONDITIONER

A. North and West Gate Guard Booths:
   1. Each unit shall have a 13,500 BTU roof top air conditioning unit with wall thermostat.

B. South and East Gate Guard Booths:
   1. Each unit shall have a 12,000 BTU built-in air conditioning unit or approved alternative. [Addendum No. 3]

2.15 LIGHTING

A. North and West Gate Guard Booths:
   1. One (1) LED 4-foot fixture with Acrylic Lens and wall switch in main area of booth. Restroom shall have separate LED lighting with wall switch.

B. South and East Gate Guard Booths:
   1. Two (2) ceiling lights with wall switch.

2.16 LABEL

A. North and West Gate Guard Booths:

PART 3 EXECUTION

3.1 PREPARATION

A. Ordering of materials or other operations prior to Construction Manager's approval of all required submittals shall be at Contractor's risk. Inspect prior work by others and report any discrepancies affecting work of this Section to the Construction Manager. Proceeding with purchases or operations of this Section implies acceptance of prior
work. Coordinate all footing dimensional requirements and placement of anchor bolts and related building components with the contractor installing the foundation work.

3.2 BUILDING INSTALLATION

A. Building shall be installed at the locations shown on the drawings. Building shall be anchored to structure according to manufacturer's recommendations for the designed loadings. Install prefabricated buildings on flat and level concrete pad in accordance with the manufacturer’s recommendations and placement drawings. Position units over utility stub-ups, verify building is level and anchor.

3.3 ELECTRICAL EQUIPMENT INSTALLATION

A. All electrical equipment shall be installed in compliance with Division 26.

3.4 DISCREPANCIES

A. In the event of discrepancies between the Contract Documents, and the Manufacturer's recommendations, bring such discrepancies to the Construction Manager's attention. In the event that discrepancies are not made known prior to bidding, the Contractor shall make such modifications as may be directed by the Construction Manager to carry out the original intent of the design at no additional cost to the Owner. Particularly note required clearances for openings and the installed work of other trades.

3.5 CLEANING AND REPAIR

A. In addition to other cleaning requirements noted, remove all dents and touch-up paint all scratches or blemishes to all finished surfaces. No ferrous metal shall remain unfinished. For the purposes of this paragraph, factory primed or galvanized finished are included as finished surfaces, as well as factory prefinished colored surfaces. Repairs and touch-up painting shall match adjacent surfaces sufficiently that they are not visible from 5 feet away.

END OF SECTION 13 12 10
ATTACHMENT NO. 4

VOLUME 2 - DRAWINGS