



DEPARTMENT OF GENERAL SERVICES
110 North Royal Street, Suite 300
Alexandria, Virginia 22314

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REQUEST FOR PROPOSAL TO PURCHASE AND REDEVELOP

**1505 Powhatan Street
Alexandria, Virginia**

JULY 31, 2012

I. GENERAL STATEMENT

The City of Alexandria, Department of General Services is seeking proposals for commercial sale and development on real estate located in Alexandria, Virginia. The real estate (hereafter referred to as the "Property") is generally located at 1505 Powhatan Street, Alexandria, Virginia 22314, and consists of approximately 43,795 land square footage with a current building square footage of approximately 5,000 square feet. This document, along with the supplied schedules and the applicable zoning regulations, is intended to provide clear, definitive scope of work and, therefore, the means to furnish a comprehensive and responsive proposal. Therefore, the object is to solicit qualified purchasers' to provide competitive proposals for evaluation and make an award to one purchaser.

Opening Date / Time

- Offers must be received, not later than the Opening Date & Time of October 1, 2012 at 3 p.m. by the City of Alexandria, Department of General Services, 110 North Royal Street, Alexandria, Virginia, 22314. Offers sent by facsimile will not be accepted. The City of Alexandria is not responsible for late delivery by U.S. Postal mail or other couriers.

All Requests for Proposals will:

- Be advertised on the city's website and by such other means as to provide reasonable notice to the maximum number of persons reasonably anticipated to submit bids in response to the particular Invitation to Bid.
- Be expressly conditioned on Planning Commission and Council approval of the sale of the real estate to the successful bidder in accordance with Section 9.06 of the City Code;

II. PROPERTY BACKGROUND

Location of Property

- The Property is located in the City of Alexandria, attached Exhibit 2.
- The Property is located near the Braddock Road Metro Station.
- Map/Block/Lot: 044.02-01-01.
- Year Built: N/A

Use and Description of Property

- The Property is located at 1505 Powhatan Street, forming a corner where Powhatan Street, Bernard Street and Slaters Lane meet, and contains approximately 43,795 square feet or 1.0054 acres of land. The Property contains a pre-engineered metal structure, approximately 5,125 square feet (outside dimensions of 100.5 feet by 51 feet), which was used for many years by the City's Department of Transportation and Environmental Services as the City's traffic and sign shop. The building is now vacant, and in very poor condition. A large electric high voltage line runs under the western part of the Property pursuant to a recorded easement held by Dominion Virginia Power.
- Attached as Exhibit #2 is a legal description of the Property. Attached as Exhibit #3 is a plat of the Property. Attached as Exhibit #4 are photographs of the Property.
- The Property is located in the City's Northeast neighborhood, and is part of the land subject to the City's Northeast Small Area Plan. The neighborhood is primarily residential in land use. The Property is across Slaters Lane from a new neighborhood commercial node, and proximate to the new Potomac Yard development. There are further small commercial uses on Powhatan Street south of the Property. Recent new residential development in the area, both on Slaters Lane and as part of Potomac Greens, is making the area highly desirable for new homeowners in Alexandria.

Zoning

- The Property is currently zoned CSL (Commercial Service Low - see Alexandria Zoning Ordinance Section 4-300, *et seq.* for specific requirements and limitations). The Property's commercial zoning allows for a variety of uses, including multifamily (condominium and townhouse styled) mixed use development.
- The maximum FAR for nonresidential is .5 and the maximum FAR for residential is .75, but the development must not exceed a maximum of 27 units for each acre for multifamily or 22 units for each acre for townhouses.
- The maximum permitted height is 50 feet.

Features of Property

- The Property has readily accessible water, sewer, refuse, electric, gas, and communication services/utilities
- Walking distance to new neighborhood retail and cafes.
- Near transit – between Braddock Metro Station and proposed Potomac Yard Metro Station.
- Near parks and recreational areas – Powhatan Park, Potomac Yard Linear Park, and others.

As Is

- This property is offered "As-Is," with no warranties or guarantees, expressed or implied, as to kind, character or its fitness for any use, purpose or its ability to be developed for any use or purpose. If the City conducted studies for use of the property for its own purposes, such studies will be made available to potential purchasers, if the information is determined to be public and applicable. The City does not have the resources to tear down, identify and report the characteristics of each lot or building for prospective purchasers. However, prospective purchasers may personally inspect the property, upon request.

Environmental Conditions

- Lead - all painted materials are presumed to contain lead.
- Asbestos Report dated February 26, 1992 (see Exhibit 5)

III. REQUEST FOR PROPOSAL (RFP) PROCESS REQUIREMENTS

Real Estate Disposition Policy

- The Real Estate Disposition Policy is intended to provide a comprehensive policy, process and guidelines for disposing of City of Alexandria real estate. This policy is intended to create a process that is transparent to the community which engages competition for desired City assets, that maximizes return on investment, and provides a vehicle for collaboration for desired reuse or redevelopment of the property that reflects the City's economic sustainability goals and desired community assets. This policy can be viewed at the following web address:

<http://alexandriava.gov/uploadedFiles/generalservices/info/RealEstateDispositionPolicy.pdf>

Site Visit / Inspection

- All site visits and inspections must be coordinated with City staff and completed on or before August 22, 2012 at 9:00 a.m. EST. Offerors are encouraged to visit the property at that time to become thoroughly familiar with the property and its surrounding environment. Offerors are cautioned not to enter the property except at the scheduled inspection time.

Terms of the Request for Proposal (RFP):

General

- Proposals must be made in the official name of a firm or individual under which commercial development will be conducted (showing official business address) and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- By submitting a proposal, the proposer agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable state and local law. Any exceptions to the specifications must be clearly identified in the last section of the proposer's response.
- If material errors are found in a proposal, or if a proposal fails to materially conform to the requirements of the RFP, the proposal may be rejected. Data and information submitted in the proposal should be prepared in a manner designed to provide the City with a straightforward presentation of the proposer's capability of satisfying the requirements of this RFP.
- Proposers shall be responsible for fully acquainting themselves with the condition of the Property that may affect a proposer's ability or capacity to develop the Property. Failure or omission of any proposer to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this RFP, if awarded.
- Any successful proposal is subject to the approval of the Planning Commission and the City Council of the City of Alexandria, in accordance with Section 9.06 of the City Code.

Deposit

- A deposit of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) is required from each offeror. The deposit must be in the form of a certified check, bank draft or money order, made payable to the order of the City of Alexandria. The City will apply the deposit of the successful offeror toward the purchase price of the Property. The City will return promptly the deposits of unsuccessful offerors. The successful offeror will also be required to make a deposit of ten percent (10%) of the purchase price for the Property, upon execution of the Agreement for Sale and Redevelopment of the Property (the "Agreement") (a copy of the Agreement is attached as Exhibit 1.) The City will apply this deposit toward the purchase price of the Property.

Sales Price

- An acceptable offer will include two price components: (1) an offer that would be presented if no affordable housing were required; and (2) an offer presented to include any reduction for affordable housing, along with a detailed pro forma utilized to determine any adjustment for affordable housing. The City expressly reserves the right to accept an offer other than the highest responsive offered price.

Affordable Housing Contribution

- An Affordable Housing Contribution for residential development shall be made at \$2.37* per square foot of gross floor area of permitted ("by right") development and \$4.74 per square foot on the additional gross floor area made possible by a DSUP or rezoning. The contribution level for commercial development shall be made at \$1.75* per square foot of gross area of development.
- The prospective purchaser may include affordable housing units or a larger monetary housing contribution to enhance its proposal. If discounted affordable units are to be provided, the proposal should specify the monetary value of the contribution, so that the City can make an accurate comparison of the offers received.
- The developer should review the applicability of bonus density pursuant to Section 7-700 of the Alexandria Zoning Ordinance for the creation of on-site affordable housing units.
- *CPI - U Housing in Baltimore Washington Metro Area will be used to index the square foot contribution level in 2012 dollars.

City's Review of Offer

- Offers to purchase and redevelop the Property may be held by the City for a period not to exceed one hundred fifty (150) days from the opening date and time for the purpose of reviewing the contents of all of the offers. The offer shall remain in effect and may be subject to negotiation during this one hundred fifty (150) day period. The review may consider compliance with applicable federal, state, and local laws, regulations, and requirements, but it will be the ultimate responsibility of the offeror, if selected, to ensure that it will comply with all applicable federal, state, and local laws, regulations, and requirements. The City reserves the right to reject any or all offers received whenever such rejection is in its best interests.
- Upon the City's acceptance of an offer, the offeror selected will be required, within fourteen (14) days of the City's acceptance of its offer, to execute the Agreement. Thereafter, the Agreement shall be subject to the following approvals:
 - By the City Council, pursuant to an ordinance approving the sale of the Property, adopted following a public hearing thereon, acting pursuant to Article VII, Section 9 of the Constitution of Virginia and § 15.2-1800 of the Code of Virginia, respectively (such ordinance will itself be contingent upon the approval of the Planning Commission pursuant to § 9.06 of the City Charter). If such hearing and approval does not take place within sixty (60) days of execution of this Agreement, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement;
 - By the Planning Commission, approving the sale of the Property, pursuant to § 9.06 of the City Charter; and
 - Approval of a development plan consistent with the solicitation, by City Council and/or Planning Commission, as may be required.

CITIZEN DIRECTION

The Northeast Citizens Association discussed redevelopment of 1505 Powhatan and provided the following input, which will help guide the RFP development and review process. Please note that while community input of this type does not formally bind the City, it is indicative of what the surrounding Citizen's Association community expressed as supported and unsupported elements of any proposed development plan:

- Support for mixed-use or residential proposals with a strong preference for ownership units;
- Preference for underground parking; did not indicate support for parking reductions;
- Mass, scale, height and architecture should be consistent with surrounding properties;
- All utilities should be undergrounded;
- Area should be designed to be an attractive gateway;
- There should be substantial publicly accessible open space provided;
- The project should make an affordable housing contribution; preference that any on-site affordable units be ownership, not rental;
- Does not encourage uses that add to or conflict with traffic on Slaters Lane;
- Does not rely on any on-street parking to meet required parking, including any visitor parking spaces; and
- Did not support any variances or modifications to the zoning ordinance.

Selection Criteria

Each Request for Proposal will be evaluated based on any or all of the following factors listed below as enumerated in the Request for Proposals:

- Proposed use;
- Financial ability of the developer;
- Experience of the proposer in developing similar properties;
- Effect of the use on other properties;
- Compatibility with City's zoning, Master Plan and citizen direction;
- Architectural quality of the proposed project;
- Offer price for the real estate; and
- Anticipated tax and other City revenues.

The contract will be awarded to the most responsive and responsible offeror whose offer is deemed most advantageous to the City. The City reserves the right to waive any defect or omission in any proposal that does not materially affect the terms of the response to this Solicitation. The City reserves the right to reject any proposal. In deciding which offeror is the most responsive, responsible and advantageous to the City, the City will consider all factors set forth in the proposal documents.

Required Redevelopment Plan

All offers must contain a statement and material separately responding to each of the following requirements:

- Financing plan;
- Profile of the offeror (past development experience; history of the firm; references, etc.)

- Schedule of necessary events (plan preparation, approvals, permits, construction, etc.)
- Design proposal (at a minimum to include a schematic plan depicting building footprints, streets, open space, density, unit mix, height, massing, major utilities, landscaping, and color architectural elevations that describe building materials);
- A narrative describing how the design concept will be compatible with the zoning, the master plan and citizen direction provided for the surrounding area.

Equal Employment Opportunity

To insure nondiscrimination in employment, the successful offeror must have on file or execute with the City, an Equal Employment Opportunity Agreement in accordance with Section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended.

Local and Minority Hiring

The successful offeror is required to make a good faith effort to provide opportunities for local and bonafide Minority Business Enterprise participation in this project.

IV. REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS

The City of Alexandria, Virginia (the “City”) owns property located at 1505 Powhatan Street, Alexandria, Virginia (the “Property”). The City is soliciting offers for the purchase and redevelopment of the Property. The property is zoned CSL/Commercial Service Low Zone and is located in the Northeast neighborhood. Redevelopment of the site, acceptable to the City as the seller of the property, must be consistent with the design criteria outlined in this solicitation, which describes a small scale residential project with underground parking, significant open space, and affordable housing at this gateway location.

This RFP does not commit the City to accept any proposal(s). Any award made shall be in the best interests of the City, as solely determined by the City. The City reserves the right to accept or reject any and all proposals, to waive any informalities in a proposal, and unless otherwise specified in writing by the proposer to accept any items in the proposal. The City may require oral presentation of one or more proposers for the purposes of discussion or clarification. The award document will be a development agreement, which shall incorporate the successful proposer’s proposal as negotiated. Only proposals from financially responsible organizations, as determined by the City, business shall be considered. Representatives of the City reserve the right to inspect the proposer’s current operations and to contact references prior to award. All responses become a matter of public record. The City accepts no responsibility for maintaining the confidentiality of any information submitted in response to the RFP whether labeled as confidential or not.

This Solicitation consists of the following exhibit documents to help inform proposals. Exhibits 1-5 can be found in Appendix A of this RFP:

- The City of Alexandria “Solicitation of Offers to Purchase and Redevelop 1505 Powhatan Street, Alexandria, Virginia” (the “Solicitation”);
- Exhibit 1, “Agreement for Sale and Redevelopment of 1505 Powhatan Street” (the “Agreement”);
- Exhibit 2, “Legal Description of the Property;”
- Exhibit 3, “Property Plat;”
- Exhibit 4, “Photographs of the Property;” and
- Exhibit 5, “Asbestos Report dated February 26, 1992.”

Additionally, this Solicitation contains the following Forms, which should be filled out and submitted with each proposer’s response. These Forms can be found in Appendix B of this RFP:

- Form 1, “Request for Proposals Response Form;”
- Form 2, “Required Business and Financial References;”
- Form 3, “List of Proposer’s Officers, Directors, Partners, or Owners;”
- Form 4, “Equal Employment Opportunity Agreement;”
- Form 5, “Certified Statement of Non-Collusion;” and
- Form 6, “Disclosures Relating to City Officials and Employees.”

Each proposer’s response to this RFP must include the Request for Proposals Response Form (hereafter the “Response Form”) which is attached hereto as Form 1. Failure to submit the Response Form, failure to provide, include, or to complete fully all of the information requested in the Response Form, or failure to sign the Response Form may result in the rejection of proposer’s response to the RFP.

The proposer’s response to the RFP must provide the following data and information:

- The proposed purchase price for the Property.
- Proposed Redevelopment Plan (see section titled “Required Redevelopment Plan” for additional information), to include information responding to each requirement. Seven (7) copies should be submitted.
- At least three (3) business and financial references.
- A list of commercial and/or residential developments currently underway or completed within the past five (5) years and the names, addresses, and telephone numbers of the landowners / lessors or other contact persons.
- All other completed forms included in Appendix B of this RFP.

Format and Contents of Offers

The information set forth in the paragraphs below should be included with all offers. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject an offer.

- Title Page.
 - The title page should reflect the offer subject, name of the firm, address, telephone number, contract person and date of preparation.
- Table of Contents
 - The Table of Contents should indicate the material included in the offer by section and page number. An offer’s table of contents should mirror this section of the Solicitation and must include all the items set forth in this section of the Solicitation.
- Letter of Transmittal (Please limit to three pages)
 - A letter of transmittal should be submitted with an offer. The letter should include:
 - A statement of the offeror’s understanding of the project required by the Solicitation. The offeror must explain how it would complete the project for the City.
 - The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses and telephone numbers).
 - A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the City.
- Profile of the Offeror
 - The offeror’s past experience developing properties similar to or larger than the Property in this Solicitation.
 - Whether the offeror is a local, regional or national firm.
 - Foreign (out-of-state corporations) desiring to transact business in the State of Virginia must register with the State Corporation Commission in accordance with Title 13.1 of the Code of the State of Virginia, as amended. Proof of registration, or proof of application for such registration, must be provided with the proposal.
 - How long the firm has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.
 - Personnel - Full-time and part-time staff who will be assigned direct work on this project must be identified.
 - Financial - A statement verifying the offeror’s financial ability to successfully purchase and complete the redevelopment of the Property, together with a copy of the firm’s last two financial statements. Note: Professional offerors not affiliated with a firm or corporation are not required to provide detailed financial statements, but they, as a minimum, must provide copies of the last two (2) years tax returns. A description of any comparable purchases and/or projects completed

- by the offeror during the most recent five-year period similar in scope to the City's project.
 - To the extent possible, include work for clients who are local or state governments. Explain the roles performed by the proposed personnel in the previous projects.
- Required Representations by the Offeror
 - Submit a statement that supervision of the offeror's staff providing the services to the City will be by a principal of the firm.
 - List by name the qualifications, education and work experience of all personnel who will be assigned to the project and provide a narrative description of the work responsibilities of each individual. Provide resumes for key individuals.
- Additional Data
 - Data not specifically requested by the foregoing sections but which is considered essential to the offer may be presented in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present." However, suggestions of additional information include, but are not limited to, copies of relevant media reprints and promotional brochures of your firm.
 - Offerors are requested to designate those portions of their offer submissions that contain proprietary information and which should not be made available to the public under the Virginia Freedom of Information Act.

Questions concerning the RFP must be submitted in writing on or before *September 14, 2012 (15 days prior to due date)* to the City of Alexandria, Department of General Services, 110 North Royal Street, Alexandria, Virginia 22314. The City will respond to all requests for additional information.

Timing of RFP Review and Acceptance Process

After review of all offers by the City, an Agreement for Sale and Redevelopment of 1505 Powhatan Street, Alexandria, Virginia (the "Agreement") will be presented to the successful offeror. Execution of the Agreement must take place within fourteen (14) days after the City's acceptance of an offer. The sale is subject to the approval of the Planning Commission, pursuant to § 9.06 of the City Charter, and, after a City Council public hearing concerning the sale of the Property, City Council's approval of the Agreement and passage of an ordinance to authorize the sale of the Property. Performance in accordance with a successful offer will require that:

- Within thirty (30) days of execution of the Agreement, the offeror must furnish to the Department of Planning and Zoning, a proposed schedule of redevelopment.
- Within six (6) months of execution of the Agreement, the offeror must show substantial progress toward redevelopment of the Property, including without limitation, submission of a complete application for such development approval which, as determined by the Seller, is required to proceed with development, such as, without limitation, a preliminary development site plan, development special use permit, or building permit.
- Within sixty (60) days following development approval, as required by paragraph above, for the Property, the offeror will conduct settlement on the Agreement. The Property must be paid for by certified check, bank draft or money order payable to the order of the City of Alexandria. All settlement costs and any other expenses to convey the Property to the successful offeror will be the offeror's responsibility. At settlement, a deed of bargain and sale containing certain covenants which obligate the offeror to fulfill the conditions contained in the Agreement will be executed and thereafter recorded among the land records of the City of Alexandria.
- Within thirty-six (36) months following approval of the development of the Property, or such

other time as may be required by § 11-418 of the Zoning Ordinance of the City of Alexandria, substantial construction must be commenced on the Property and pursued thereafter with due diligence.

- Within eighteen (18) months of the commencement of substantial construction, development of the Property must be complete.
- Upon the completion of all redevelopment, a certificate of completion will be recorded, at the offeror's expense, releasing the offeror from the covenants contained in the deed of bargain and sale. If the offeror fails to commence or complete redevelopment, as required herein, the City or its designee would enjoy a right of first refusal to buy the Property back within ninety (90) days of such failure, at the original sale price less (1) the full deposit paid by the offeror, and (2) the amount of any encumbrances against the Property.
- This general information is given to the offerors to describe generally the applicable conditions and time frames. The Agreement and deed of bargain and sale will contain all of the applicable provisions and it is the responsibility of all offerors to understand all of the terms and conditions of these documents.

Offers

All offers must be made subject to the terms, conditions, and requirements set out in this Solicitation.

- In order to guard against premature opening of offers, all offers, including the deposit and the statement required, below, must be enclosed in two envelopes (outer and inner), both of which must be sealed and clearly labeled as follows: Offer to Purchase and Redevelop 1505 Powhatan Street; Name and Address of Offeror; and Opening Date and Time of Offers.
- Offers are to be provided in the number of copies and marked as shown below: Number of Copies: Seven (7) [one (1) original and six (6) complete copies] To Be Marked: Offer to Purchase and Redevelop 1505 Powhatan Street.
- Offers will be reviewed based on the information required by Paragraphs below, which is subject to verification. Only offers accompanied by a deposit and containing the required statement will be considered.

Withdrawal of Offers

Offers may be withdrawn by written request sent to the Director of General Services before the time scheduled for receipt of offers, as set forth in herein. The deposit of the offeror who withdraws his proposal will be returned promptly.

Execution of Agreement for Sale and Redevelopment

- Following acceptance by the City of the successful offeror's offer, an Agreement for Sale and Redevelopment of the Property (the "Agreement"), which is attached as Exhibit 1, will be presented to the offeror. The offeror must execute the Agreement within fourteen (14) calendar days of presentation. The sale is subject to the approval of (1) the City Council, which must hold a public hearing concerning the sale of the Property, approve the Agreement, and pass an ordinance to authorize the sale of the Property, and (2) the Planning Commission, pursuant to § 9.06 of the City Charter and, (3) approval of a development plan consistent with the solicitation, by City Council and/or Planning Commission, as may be required. After the City Council and/or the Planning Commission have given such approvals, settlement on the Agreement will take place within sixty (60) days.
- Failure of the successful offeror to execute the Agreement within the time specified above, or within such extended period as the City may grant, or to use its best efforts to obtain approval of

the development of the Property within twelve (12) months after execution of the Agreement, will constitute a default on the offeror's part and the deposit of the defaulting offeror shall be forfeited. No plea of mistake in the offer will be available to the offeror as a means to recover its deposit or as a defense to any action based upon its neglect or refusal to execute the Agreement.

Rejection of Offers

The City reserves the right to reject any or all offers received whenever such rejection is in its best interests.

Equal Employment Opportunity

To insure nondiscrimination in employment, the successful offeror must have on file or execute with the City, an Equal Employment Opportunity Agreement in accordance with Section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended.

Local and Minority Hiring

The successful offeror is required to make a good faith effort to provide opportunities for local and bonafide Minority Business Enterprise participation in this project.

V. RFP APPENDICES

APPENDIX A – INFORMATIONAL EXHIBITS

- Exhibit 1, “Agreement for Sale and Redevelopment of 1505 Powhatan Street” (the “Agreement”);
- Exhibit 2, “Legal Description of the Property;”
- Exhibit 3, “Property Plat;”
- Exhibit 4, “Photographs of the Property;” and
- Exhibit 5, “Asbestos Report dated February 26, 1992.”

APPENDIX B – REQUIRED SUBMISSION FORMS

- Form 1, “Request for Proposals Response Form;”
- Form 2, “Required Business and Financial References;”
- Form 3, “List of Proposer’s Officers, Directors, Partners, or Owners;”
- Form 4, “Equal Employment Opportunity Agreement;”
- Form 5, “Certified Statement of Non-Collusion;” and
- Form 6, “Disclosures Relating to City Officials and Employees.”

CITY CONTACT:

Jeremy McPike, PMP, LEED AP
Director, General Services
City of Alexandria, Virginia
Department of General Service
110 N. Royal Street
Alexandria, VA
Jeremy.mcpike@alexandriava.gov
www.alexandriava.gov

Appendix A

Informational Exhibits

EXHIBIT 1

**AGREEMENT FOR SALE AND REDEVELOPMENT 1505 POWHATAN STREET
ALEXANDRIA, VIRGINIA**

This Agreement for Sale and Redevelopment of 1505 Powhatan Street, Alexandria, Virginia (“Agreement”) is made this _____ day of _____, 2012, by and between the City of Alexandria, a municipal corporation of Virginia (hereinafter “Seller”) and _____ (hereinafter “Purchaser”).

NOW, THEREFORE, in consideration of payment of _____ Dollars (\$_____) and the performance of certain requirements detailed below, Seller, pursuant to Section 2.03(g), Charter of the City of Alexandria, agrees to sell, and Purchaser agrees to purchase, for the purchase price of \$_____ (hereinafter “Purchase Price”) to be paid in cash, certified check or money order to the City of Alexandria, and other good and valuable consideration, that land together with improvements thereon, known as 1505 Powhatan Street, Alexandria, Virginia, being approximately 43,795 square feet, or 1.005 acres, (hereinafter the “Property”), all upon the following terms and conditions of sale:

A. CONVEYANCE OF PROPERTY

(1) Form of deed. Seller shall convey to Purchaser title to the Property by special warranty deed, containing such covenants as are set forth in this Agreement. Such covenants shall be covenants running with the land. Such deed will provide for a Seller’s right of first refusal to purchase the Property if Purchaser should be in default with respect to this Agreement for the redevelopment of the Property. The Property shall be sold in “as is” condition, with no warranties or guarantees (including, without limitation, warranties or guarantees concerning the environmental condition of the Property) other than as to title to the realty. The Property is to be sold free of liens or other encumbrances, subject, however, to easements, covenants, conditions and restrictions of record, if any.

(2) Time and place for delivery of deed. Settlement is to be held on or before the date which is sixty (60) days after such development approval which, as determined by the Seller, is required to proceed with development, such as, without limitation, a preliminary development site plan, development special use permit, or building permit (“Closing Date”). Settlement is to be held at a mutually agreeable location within the City of Alexandria. At such time and place, Seller shall deliver the deed and possession of the Property to Purchaser, and Purchaser shall accept the conveyance and pay the Purchase Price to Seller. Possession of the Property shall be given at settlement. All settlement charges including but not limited to examination of title, title policy, conveyance, recording and recordation tax for all documents required in this Agreement shall be at the expense of Purchaser.

(3) Apportionment of current taxes. Current taxes, if any, shall be apportioned between Seller and Purchaser as of the date of delivery of the deed. If the amount of the current taxes on the Property is not ascertainable on that date, the apportionment between Seller and Purchaser shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but the apportionment shall be subject

to final adjustment within ten (10) days after the date the actual amount of current taxes is ascertained.

(4) Recordation of deed. Purchaser shall promptly deliver the deed to the Clerk of the Circuit Court of the City of Alexandria for recordation among the land records. Purchaser shall pay all the costs for recording the deed.

(5) Maintenance of the Property and demolition of structures. Purchaser shall, upon conveyance of the property to Purchaser, keep any grass mowed at the Property and keep the Property clear until such time as substantial construction commences, and shall, within sixty (60) days of conveyance of the property to Purchaser, demolish any and all structures that may be then existing on the Property.

B. DEPOSIT

Purchaser has, prior to or simultaneously with the execution of this Agreement by Seller, delivered to Seller a deposit of ten percent (10%) of the Purchase Price of this Property (cash or a certified check satisfactory to Seller) in the amount of \$ _____ (hereinafter "Deposit"). The Deposit shall be credited to the Purchase Price at the time of settlement. Failure of Purchaser to proceed to settlement as herein agreed shall result in forfeiture of this Deposit.

The offer deposit of \$1,500.00 previously submitted with Purchaser's offer shall be applied as a credit to this Deposit.

C. PLANS AND SPECIFICATIONS

(1) Purchaser shall redevelop the Property by developing and following plans and specifications which are in accord with the statement of design concept contained in Purchaser's offer, incorporated herein by reference, and acceptable to Seller. Such plans and specifications must be in conformity with all applicable federal, state, and local laws and regulations.

(2) Within thirty (30) days after execution of this Agreement, Purchaser agrees to furnish to the City's Department of Planning and Zoning a schedule of redevelopment, outlining the stages of redevelopment to be completed, in accordance with all Alexandria code and regulatory requirements, and the approximate date by which each stage is to be completed.

D. TIME FOR COMMENCEMENT AND COMPLETION OF REDEVELOPMENT

(1) Substantial construction must be commenced, and pursued thereafter by due diligence, on the redevelopment referred to in this Agreement, within thirty-six (36) months following approval of the development of the Property, as such approval is determined by the Seller to have taken place.

(2) Redevelopment referred to in this Agreement shall be completed within eighteen (18) months of commencing substantial construction. On or before this date, a certificate of occupancy is to be obtained by Purchaser and furnished to Seller as more particularly described in herein this Agreement.

(3) Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, the deed shall contain covenants on the part of Purchaser for itself and its successors

and assigns, that Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment of the Property, and the redevelopment shall in any event be completed within the period specified herein. It is intended and agreed, and the deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of Seller, and enforceable by Seller against Purchaser and its successors and assigns to or of the Property or any part thereof or any interest therein.

E. CERTIFICATE OF COMPLETION

(1) Promptly after completion of the redevelopment of the Property in accordance with the terms of this Agreement and in compliance with all regulatory requirements as evidenced by the issuance of a final certificate of occupancy, Seller will furnish Purchaser with an appropriate instrument so certifying. The certification by Seller shall be, and it shall be so provided in the deed and in the certification itself, a conclusive determination of satisfaction and termination of the covenants in this Agreement and the deed with respect to the obligations of Purchaser and its successors and assigns to redevelop the Property. The certification shall be in such form as will enable it to be recorded.

(2) If Seller shall refuse or fail to provide the certification, Seller shall, within ten (10) days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the redevelopment of the Property in conformity with this Agreement and the proposal submitted, and what measures or acts will be necessary, in the opinion of Seller, for Purchaser to take or perform in order to obtain the certification.

(3) Once the certification is obtained, Purchaser will not be subject to the Seller's (or any designee's) right of first refusal of title under this Agreement for subsequent violations of regulatory requirements.

F. COVENANTS BINDING UPON SUCCESSORS IN INTEREST; DURATION

It is intended and agreed, and the deed shall so expressly provide, that the covenants contained herein, unless otherwise provided herein, shall be covenants running with the land binding to the fullest extent permitted by law and for the benefit and in favor of, and enforceable by, Seller and its successors and assigns against Purchaser, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

G. PROHIBITION AGAINST TRANSFER OF PROPERTY

Purchaser has not made or created, and will not prior to the completion of redevelopment of the Property as certified by Seller, make or suffer to be made (1) any sale, conveyance, lease or other transfer of the Property or any part thereof or interest therein, (2) any assignment of this Agreement or any part thereof, or (3) any contract or agreement to do any of the same, without prior written approval of Seller. For the purposes of this section, a transfer of the Purchase and Redevelop of 1505 Powhatan Street, Alexandria, VA more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, shall be deemed a conveyance of an interest in the Property.

H. LIMITATION UPON ENCUMBRANCE OF PROPERTY

(1) Prior to the redevelopment and issuance of the certificate of completion by Seller, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes of obtaining (1) funds only to the extent necessary for the redevelopment of the Property and (2) such additional funds, if any, in an amount not to exceed the Purchase Price paid by Purchaser to Seller; provided that, until issuance of the certificate of completion, Purchaser (or successor in interest) shall notify Seller in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of Purchaser or otherwise.

(2) Purchaser shall not enter into any financing agreement that does not provide for notice to Seller of any default by Purchaser in the repayment thereof.

I. MORTGAGEES NOT OBLIGATED TO REDEVELOP

Notwithstanding any of the provisions of this Agreement, including but not limited to those that are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the Property or such part from or through such holder; or (2) any purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the redevelopment or to guarantee such redevelopment or completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder; provided, however, if such holder elects to redevelop the Property, it must do so in accord with the statement of design concept contained in Purchaser's offer.

J. ENFORCED DELAY IN PERFORMANCE

Neither Seller nor Purchaser, nor any successor in interest, shall be considered in breach or default of its obligations with respect to preparation of the Property for redevelopment or commencement and completion of redevelopment, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by Seller, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

K. REMEDIES

(1) In general. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor, such party (or successor) shall, on written notice from the other, cure or remedy such default or breach no later than

(10) days after receipt of such notice. Said notice to the party in default or breach shall be given by certified mail or hand delivery. Purchaser agrees to notify Seller in writing of any changes in address. If the default or breach shall not be cured or remedied within ten (10) days of receipt of the notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(2) Prior to conveyance. In the event that Purchaser fails to use its best efforts to obtain approval of the development of the Property within twelve (12) months after execution of this Agreement, having submitted application materials within six (6) months after execution of this Agreement, or in the event Purchaser fails to pay the Purchase Price and to take title to the Property on tender of conveyance by Seller, then this Agreement and any rights of Purchaser in this Agreement may at the option of Seller be terminated by Seller and the Deposit may be retained by Seller as liquidated damages. In the event that Seller does not tender conveyance or possession of the Property as provided in this Agreement, then this Agreement shall at the option of Purchaser be terminated by Purchaser and the Deposit returned, without interest, to Purchaser. In the event that, prior to the conveyance of the Property, Purchaser desire to assign this Agreement or any rights hereunder, or a transfer of more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, is proposed, such assignment, transfer, or change is subject to approval by Seller. In the event that such assignment, transfer, or change takes place without approval by Seller, then this Agreement and any rights of Purchaser in this Agreement may at the option of Seller be terminated by Seller and the Deposit may be retained by Seller as liquidated damages.

(3) Right of first refusal of Seller upon happening of events subsequent to conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to Purchaser, and prior to completion of redevelopment as certified by Seller:

(a) Purchaser (or any successor in interest) shall default in or violate its obligations with respect to the redevelopment (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend redevelopment, and any such default, violation, abandonment or suspension shall not be cured or ended within thirty (30) days after written demand by Seller so to do; or,

(b) Purchaser (or any successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any material man's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to Seller made for such payment, removal, or discharge, within thirty (30) days after written demand by Seller so to do; or,

(c) There is in violation of this Agreement, a transfer of more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, which is not approved by Seller, and any such violation shall not be cured within (10) days after written demand by Seller to Purchaser; then Seller shall have a right of first refusal to buy the property back within ninety

(90) days of such failure, at the original sale price less (1) the full deposit paid by the offeror, and (2) the amount of any encumbrances against the Property; provided that any repurchase of the Property hereunder by Seller shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (1) the lien of any mortgage authorized by this Agreement, and (2) any right or interest provided in this Agreement for the protection of the holder of such mortgage.

L. CONDEMNATION

If there should be a divestment of title through condemnation, purchase under the threat of condemnation, or by other involuntary means, Purchaser, its successors and assigns, shall be entitled to receive the net proceeds of such involuntary divestment.

M. INSURANCE

(1) Purchaser shall, at Purchaser's own cost and expense, provide and maintain and keep in force at all times until this requirement is waived in writing by Seller, fire and extended coverage insurance including flood insurance issued in the name of Purchaser with endorsements thereon naming the Seller as an additional named insured, protecting and covering its interest in the entire Property, an original copy of the policy to be furnished at settlement to, and approved by, Seller and the face amount of said policy shall at all times during the period of redevelopment be equal to 100 percent of the insurable value of the Property.

(2) Purchaser will not in any manner do, permit or suffer any act or thing in or upon the Property which may make void or voidable any insurance required under the terms of this Agreement, and Purchaser shall deliver to Seller all policies of insurance required by the provisions of this Agreement, and Purchaser shall also furnish to Seller from time to time, and whenever Seller may request the same, such evidence as Seller may require of the fact that such insurance is in full force and effect, and of the dates to which premiums therefor have been paid, and further all insurance policies may not be changed or canceled for any reason until thirty (30) days after written notice of such proposed change or cancellation has been received by Seller, or unless Seller shall expressly consent thereto.

N. INDEMNIFICATION

Purchaser will and by these presents does agree to indemnify and save harmless and continue to indemnify and save harmless Seller, its servants and employees from all penalties, claims and demands resulting from Purchaser's use, occupancy and tenancy in the Property, and it is expressly understood and agreed that Seller, its servants and employees shall not be liable to Purchaser or to any person or property while in, upon or about or entering or leaving the Property at any time during the term of this Agreement and all claims therefore are hereby released to Seller which may plead this release in bar thereof in any and every suit, demand and claim for same.

O. CONTINGENT UPON PLANNING COMMISSION AND CITY COUNCIL APPROVAL

This Agreement is contingent upon:

(1) the City Council holding a public hearing concerning the sale of the Property and adopting an ordinance authorizing the sale of the Property according to the terms herein set forth (such ordinance

will itself be contingent upon the approval of the Planning Commission pursuant to § 9.06 of the City Charter); if such hearing and approval does not take place within sixty (60) days of execution of this Agreement, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement; and

(2) the Planning Commission holding a public hearing concerning the sale of the Property and approving the sale of the Property, according to the terms herein set forth, pursuant to § 9.06 of the City Charter; and

(3) approval of the development of the Property, pursuant to state law and City ordinances generally applicable to the development of property in the City, within twelve (12) months after execution of this Agreement, the Purchaser having submitted such application materials within six (6) months after execution of this Agreement; if the offeror is unable to obtain approval of the development of the Property, notwithstanding its best efforts to do so, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement.

P. CONFLICT OF INTEREST;SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

(1) No member, official, or employee of Seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interest of any corporation, partnership, limited liability company, or association in which he is directly or indirectly interested. No member, official or employee of Seller shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by Seller, or for any amount that may become due to Purchaser or successor, or any obligation under the terms of this Agreement.

(2) Purchaser and Seller represent, and it is a condition to acceptance of this Agreement, that no official of the government of the City of Alexandria shall be admitted to, or share any part of, this Agreement, or to any benefits that may arise therefrom.

Q. ENTIRE AGREEMENT

Purchaser and Seller agree that the entire and final accord between them is contained in this Agreement and the proposal submitted by Purchaser in response to the Solicitation, and that neither of the parties shall be bound by any other terms, conditions, or statements, oral or written.

R. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from Seller to Purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

S. NOTICES

Unless otherwise provided for in this Agreement, Purchaser shall send copies of all notices, requests for approval and other correspondence required by this Agreement to be sent to Seller to: Department of

General Services, City of Alexandria, 110 North Royal Street, Suite 300, Alexandria, Virginia, 22314. Seller shall send copies of all notices, requests for approval and other correspondence required by this Agreement to be sent to Purchaser to: _____.

T. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

U. NO PARTNERSHIP

Notwithstanding anything to the contrary contained in this Agreement, it is not the intention of the parties hereto to create under any circumstances a partnership or a joint venture. The rights, duties, obligations and liabilities of Seller and Purchaser hereunder are separate and not joint or collective, and nothing herein shall ever be construed to create a partnership or joint venture under the laws of The Commonwealth of Virginia. For all purposes under this Agreement, the relationship of the parties hereunder shall be deemed to be a relationship of seller and purchaser.

V. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

W. TIME

Time is of the essence with respect to all matters set forth in this Agreement.

X. ACCESS

Purchaser agrees to permit Seller or its agent or other persons duly authorized by Seller at all reasonable times during the redevelopment period to have access to and enter upon the Property or any part thereof for the purpose of examining the same to determine Purchaser's compliance with this Agreement.

Y. FORBEARANCE BY SELLER NOT A WAIVER

Any forbearance by Seller in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused the same to be executed by their duly authorized representatives this _____ day of _____, 2012.

PURCHASER: _____

Name: _____

By: _____

Its: _____

SELLER: City of Alexandria, a municipal corporation of

Virginia By:

Name: _____

By: _____

Its: _____

EXHIBIT 2 - LEGAL DESCRIPTION OF THE PROPERTY

Description of the Property located at: 1505 Powhatan Street Alexandria, Virginia

Beginning at the northeast corner of Powhatan and Bernard Streets, marked by a stone monument;

Thence by a curve to the right with a radius of 50 feet an arc distance of 40.14 feet (the chord of which bears N. 2° 09' W. 39.07 feet);

Thence N. 20° 51' E. 154.80 feet to a point;

Thence by a curve to the right with a radius of 100 feet an arc distance of 110.89 feet (the chord of which bears N. 52° 37' E. 105.29 feet);

Thence along the southerly line of Slaters (Poorhouse) Lane N. 84° 23' E. 38.68 feet to a point;

Thence S. 5° 37' E. 121.5 feet to a point marked by a stone;

Thence N. 84° 23' E. 25.0 feet to a point marked by a stone;

Thence S. 5° 37' E. 111.5 feet to a point marked by a stone, on the northerly line of Bernard Street;

Thence S. 84° 23' W., along the northerly line of Bernard Street 224.55 feet to the point of beginning.

EXHIBIT 3 - PROPERTY PLAT PLEASE SEE NEXT PAGE

EXHIBIT 4 - PHOTOGRAPHS OF THE PROPERTY PLEASE SEE NEXT PAGES





EXHIBIT 5 – ASBESTOS REPORT DATED FEBRUARY 26, 2012, SEE NEXT PAGES



1505

Asbestos Inspection of
the Traffic Building
located at
1505 Powhattan Street
Alexandria, Virginia 22314
P92-11.01.01

PREPARED FOR

Mr. Russ Embs
Wisnewski-Blair and Associates
625 Slaters Lane
Alexandria, Virginia 22314

PREPARED BY

i-TEM, Ltd.
5300 Westview Drive
Building 200
Frederick, MD 21701

DATE

February 26, 1992

1.0 EXECUTIVE SUMMARY

An asbestos location survey of 1505 Powhattan Street Alexandria, Virginia revealed that asbestos-containing materials were present. This inspection involved non-destructive inspection and sampling techniques.

2.0 INTRODUCTION

i-TEM, Ltd. was contracted by Wisnewski-Blair and Associates to provide an asbestos inspection of the above mentioned location. The on-site portion of the project was conducted on February 26, 1992. i-TEM, Ltd.'s Industrial Hygienists, Pete Heppner, performed the inspection and sampling.

3.0 SCOPE OF PROJECT

The inspection and sampling was performed in compliance with "Virginia Asbestos Survey Standards for Buildings to be Renovated or Demolished". The inspector is licensed in the State of Virginia and is also an Environmental Protection Agency (EPA) accredited Inspector and Management Planner. Ten (10) bulk samples of suspect building materials were obtained for subsequent analysis.

4.0 APPLICABLE FEDERAL AND STATE REGULATIONS

29 Code of Federal Regulations, Part 1910, Section 1001
VR 394-01-7, "Virginia Asbestos Survey Standards for Buildings to be Renovated or Demolished"

5.0 METHODOLOGY

Sampling was performed in accordance with current EPA sampling protocols and the Commonwealth of Virginia survey standards for Buildings to be Renovated or Demolished. Roof sample locations were immediately repaired by City of Alexandria employees.

6.0 ANALYSIS

All samples were transported to i-TEM, Ltd.'s Analytical Laboratory. The samples were analyzed using Polarized Light Microscopy and dispersion staining techniques. The laboratory is accredited by the following:

American Industrial Hygiene Association (AIHA)
National Institute of Standards and Technology (NIST)

New York - Environmental Laboratory Approval Program (ELAP)
Licensed by the Commonwealth of Virginia

7.0 FINDINGS

Below is a brief description of the findings. Refer to the attached (Analytic Results) for a more complete description of sampled materials.

Materials Determined to Contain Asbestos:

9" X 9" green floor tiles and associated mastic

Materials Sampled and Determined NOT to Contain Asbestos:

Ceiling tiles
Roofing materials

8.0 RECOMMENDATIONS

Asbestos containing floor tiles and mastic in their current condition are nonfriable and in good condition posing a minimal exposure potential to building occupants. However, any abrasive activity such as sanding, sawing, or drilling of this material should be avoided to prevent fiber release. **In addition, if this material is to be disturbed in future renovations or demolition this material must be removed prior to conducting renovation or demolition activities by a licensed asbestos abatement contractor.**

ANALYTICAL RESULTS

SAMPLE TRACKING SHEET

*CLIENT: Wisniewski-Blair and Associates
625 S.aters Lane
Alexandria, Virginia

Log #
Range: 1427 to 1636

*PROJECT # 92.11.01.01

VERBAL RESULTS

RECEIVING

*Contact: Pete

*Number of Samples: 10

*Phone Number: Office

*Analysis Required: PLM

Date Reported: 2/26/92

*Turn-Around-Time: 24 Hr.

Reported By: AB

FINAL RESULTS

Standard Rush Emergency On-site

Data Entered (N): AB

Date Received: 2/26/92

Entered By: AB

Received By: [Signature]

Date Entered: 2/27/92

LOGIN:

PRINTED REPORT

Log-in Date: 2/26/92

Date Printed: 2/27/92

ANALYSIS:

Proofed BY/Date: R 2/27/92

Assigned To: [Signature]

Corrections Done: 1 1

Analysis Started: 2/26/92

Reprints: 1 1

Completion Date: 2/26/92

QUALITY CONTROL

APPROVED BY

Q.C. Analyst(s): AB

[Signature] 2/27/92

No. of Q.C. Samples: 1

Signature Date

Date Q.C.'ed: 2/26/92

Copied: 2/27/92

STORAGE:

Mailed: 1 1

Date Stored: 2/26/92

Accounting Print-out:

Stored By: AB

* To be completed by Field Personnel

CHAIN OF CUSTODY

SAMPLE DESCRIPTION: Bulk Asbestos

EAAS-50-001 → -010

TYPE OF ANALYSIS: PLM

TYPE OF ANALYSIS: _____

NUMBER INSIDE: _____

NUMBER INSIDE: _____

NUMBER OUTSIDE: _____

NUMBER OUTSIDE: _____

NUMBER OF BLANKS: _____

NUMBER OF BLANKS: _____

	<u>NAME</u>	<u>COMPANY</u>	<u>DATE/TIME</u>
From:	<u>Pete Heppner</u>	<u>i-TEM Ltd.</u>	<u>2/26/92</u>
To:	<u>[Signature]</u>		
From:	<u>[Signature]</u>	<u>↓</u>	<u>2/26/92</u>
To:	<u>A. Bauman</u>	<u>"</u>	<u>2/26/92</u>
From:	<u>A. Bauman</u>	<u>"</u>	<u>2/26/92</u>
To:	<u>Storage</u>		
From:	_____	_____	_____
To:	_____	_____	_____
From:	_____	_____	_____
To:	_____	_____	_____
From:	_____	_____	_____
To:	_____	_____	_____

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Roofing material; northeast corner

FIELD SAMPLE NUMBER: EAAS-50-001

LAB NUMBER: 92-001627

PHOTO #: N/P

GROSS DESCRIPTION: Black, Tar-like, Brown, Fibrous, Heterogeneous

ASBESTOS

NON-ASBESTOS FIBROUS

TYPE (s)

PERCENT

TYPE (s)

PERCENT

1: No Asbestos Detected
2:
3:

1: Cellulose 65-70
2:
3:

TOTAL PERCENT ASBESTOS:

%

NON-ASBESTOS/NON-FIBROUS

TYPE

PERCENT

1: Binding Material 30-35

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisnewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Roofing material; southeast corner

FIELD SAMPLE NUMBER: EAAS-50-002

LAB NUMBER: 92-001628

PHOTO #: N/P

GROSS DESCRIPTION: Black, Tar-like, Brown, Fibrous, Heterogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: No Asbestos Detected		1: Cellulose	65-70
2:		2:	
3:		3:	

TOTAL PERCENT ASBESTOS: % NON-ASBESTOS/NON-FIBROUS

TYPE	PERCENT
1: Binding Material	30-35

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisnewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Roofing material; roof center

FIELD SAMPLE NUMBER: EAAS-50-003

LAB NUMBER: 92-001629

PHOTO #: N/P

GROSS DESCRIPTION: Black, Tar-like, Brown, Fibrous, Heterogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: No Asbestos Detected		1: Cellulose	65-70
2:		2:	
3:		3:	
TOTAL PERCENT ASBESTOS:	%	NON-ASBESTOS/NON-FIBROUS	
		TYPE	PERCENT
		1: Binding Material	30-35

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisnewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Roofing material; southwest corner

FIELD SAMPLE NUMBER: EAAS-50-004

LAB NUMBER: 92-001630

PHOTO #: N/P

GROSS DESCRIPTION: Black, Tar-like, Brown, Fibrous, Heterogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: No Asbestos Detected		1: Cellulose	65-70
2:		2:	
3:		3:	
TOTAL PERCENT ASBESTOS:		%	NON-ASBESTOS/NON-FIBROUS
		TYPE	PERCENT
		1: Binding Material	30-35

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Roofing material; northwest corner

FIELD SAMPLE NUMBER: EAAS-50-005

LAB NUMBER: 92-001631

PHOTO #: N/P

GROSS DESCRIPTION: Black, Tar-like, Brown, Fibrous, Heterogeneous

ASBESTOS

NON-ASBESTOS FIBROUS

TYPE (s)

PERCENT

TYPE (s)

PERCENT

1: No Asbestos Detected
2:
3:

1: Cellulose 65-70
2:
3:

TOTAL PERCENT ASBESTOS:

%

NON-ASBESTOS/NON-FIBROUS

TYPE

PERCENT

1: Binding Material 30-35

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.

ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Storage room; 12" x 12" white ceiling tile with holes;
southwest corner

FIELD SAMPLE NUMBER: EAAS-50-006

LAB NUMBER: 92-001632

PHOTO #: N/P

GROSS DESCRIPTION: Brown, Fibrous, Homogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: No Asbestos Detected		1: Cellulose	85-90
2:		2:	
3:		3:	
TOTAL PERCENT ASBESTOS: %		NON-ASBESTOS/NON-FIBROUS	
		TYPE	PERCENT
		1: Binding Material	10-15

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Office area; 9" x 9" green floor tile; by door jam

FIELD SAMPLE NUMBER: EAAS-50-007

LAB NUMBER: 92-001633

PHOTO #: N/P

GROSS DESCRIPTION: Gray Tile with Mastic, Heterogeneous

ASBESTOS

NON-ASBESTOS FIBROUS

TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: Chrysotile	05-10	1: Cellulose	01-05
2:		2:	
3:		3:	

TOTAL PERCENT ASBESTOS: 05-10 %

NON-ASBESTOS/NON-FIBROUS

TYPE	PERCENT
1: Binding Material	85-90

COMMENTS: MASTIC ALSO POSITIVE

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Bathroom; 9" x 9" green floor tile; by bathroom

FIELD SAMPLE NUMBER: EAAS-50-008

LAB NUMBER: 92-001634

PHOTO #: N/P

GROSS DESCRIPTION: Green Tile with Mastic, Heterogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: Chrysotile	05-10	1: Cellulose	01-05
2:		2:	
3:		3:	
TOTAL PERCENT ASBESTOS:	05-10 %	NON-ASBESTOS/NON-FIBROUS	
		TYPE	PERCENT
		1: Binding Material	85-90

COMMENTS: MASTIC ALSO POSITIVE

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

i-T.E.M., Ltd.
5300 Westview Drive, Suite 404
Frederick, MD 21701

AIHA # 416
ELAP # 10882

LABORATORY ANALYTICAL REPORT
BULK ASBESTOS SAMPLE

CLIENT: Wisniewski Blair & Associates

ADDRESS: 625 Slaters Lane, Suite 300
Alexandria, VA 22314

JOB SITE: 1505 Powhattan Street

PROJECT NUMBER: P92.11.01.01

DATE COLLECTED: 2/26/92

DATE RECEIVED: 2/26/92

DATE ANALYZED: 2/26/92

LOCATION: Office area; 12" x 12" white ceiling tile with holes;
south wall

FIELD SAMPLE NUMBER: EAAS-50-010

LAB NUMBER: 92-001636

PHOTO #: N/P

GROSS DESCRIPTION: Brown, Fibrous, Homogeneous

ASBESTOS		NON-ASBESTOS FIBROUS	
TYPE (s)	PERCENT	TYPE (s)	PERCENT
1: No Asbestos Detected		1: Cellulose	85-90
2:		2:	
3:		3:	

TOTAL PERCENT ASBESTOS:

%

NON-ASBESTOS/NON-FIBROUS

TYPE	PERCENT
1: Binding Material	10-15

COMMENTS:

Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP # 1003) for the analysis of asbestos bulk samples. Samples are analyzed using Polarized Light Microscopy (PLM) and Dispersion Staining Techniques (1% limit of detection). The results provided are visual estimates of composition and not actual "weight" percentages and relate only to the samples received by i-T.E.M., Ltd.

LABORATORY DIRECTOR: Jorge G. Rangel, Jr.
ASBESTOS ANALYST: Jorge G. Rangel, Jr.

DATE: 2/26/92

SUPPORTING DOCUMENTATION

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF COMMERCE

3600 West Broad Street, Richmond, VA 23230

Telephone: 1 (804) 367-8500

VIRGINIA ASBESTOS LICENSE
INSPECTOR LICENSE

EXPIRES
07-31-92

NUMBER
3303
000089

PETER HEPPNER

8395 FORDHAM COURT

UNION BRIDGE, MD 21791



Milton K. Brown, Jr.
Milton K. Brown, Jr., Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

3303000089
(POCKET CARD)

(DETACH HERE)

COMMONWEALTH OF VIRGINIA — DEPARTMENT OF COMMERCE — 3600 West Broad Street Richmond, Virginia 23230

VIRGINIA ASBESTOS LICENSE
INSPECTOR LICENSE

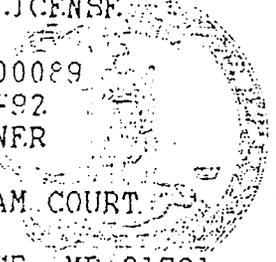
NUMBER 3303000089

EXPIRES 07-31-92

PETER HEPPNER

8395 FORDHAM COURT

UNION BRIDGE, MD 21791



(FOLD)

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMERCE

3500 West Broad Street, Richmond, VA 23220

Telephone: 1 (804) 367-3500

VIRGINIA ASBESTOS LICENSE
ASBESTOS ANALYTICAL LABORATORY LICENSE

EXPIRES.

10-31-91

NUMBER

000036

I-TEH LTD
5300 WESTVIEW DRIVE
SUITE 404
FREDERICK, MD 21701

Milton K. Brown, Jr.
Milton K. Brown, Jr., Director

(POCKET CARD) ~~333001036~~ (DETACH HERE)
COMMONWEALTH OF VIRGINIA - DEPARTMENT OF COMMERCE - 3500 West Broad Street - Richmond, Virginia 23220

VIRGINIA ASBESTOS LICENSE
ASBESTOS ANALYTICAL LABORATORY

NUMBER 000036
EXPIRES 10-31-91

I-TEH LTD
5300 WESTVIEW DRIVE
SUITE 404
FREDERICK, MD 21701

(FOLD)

DRAWINGS/SKETCHES

Project Number 92.11.01.01

Date: 2/26/92

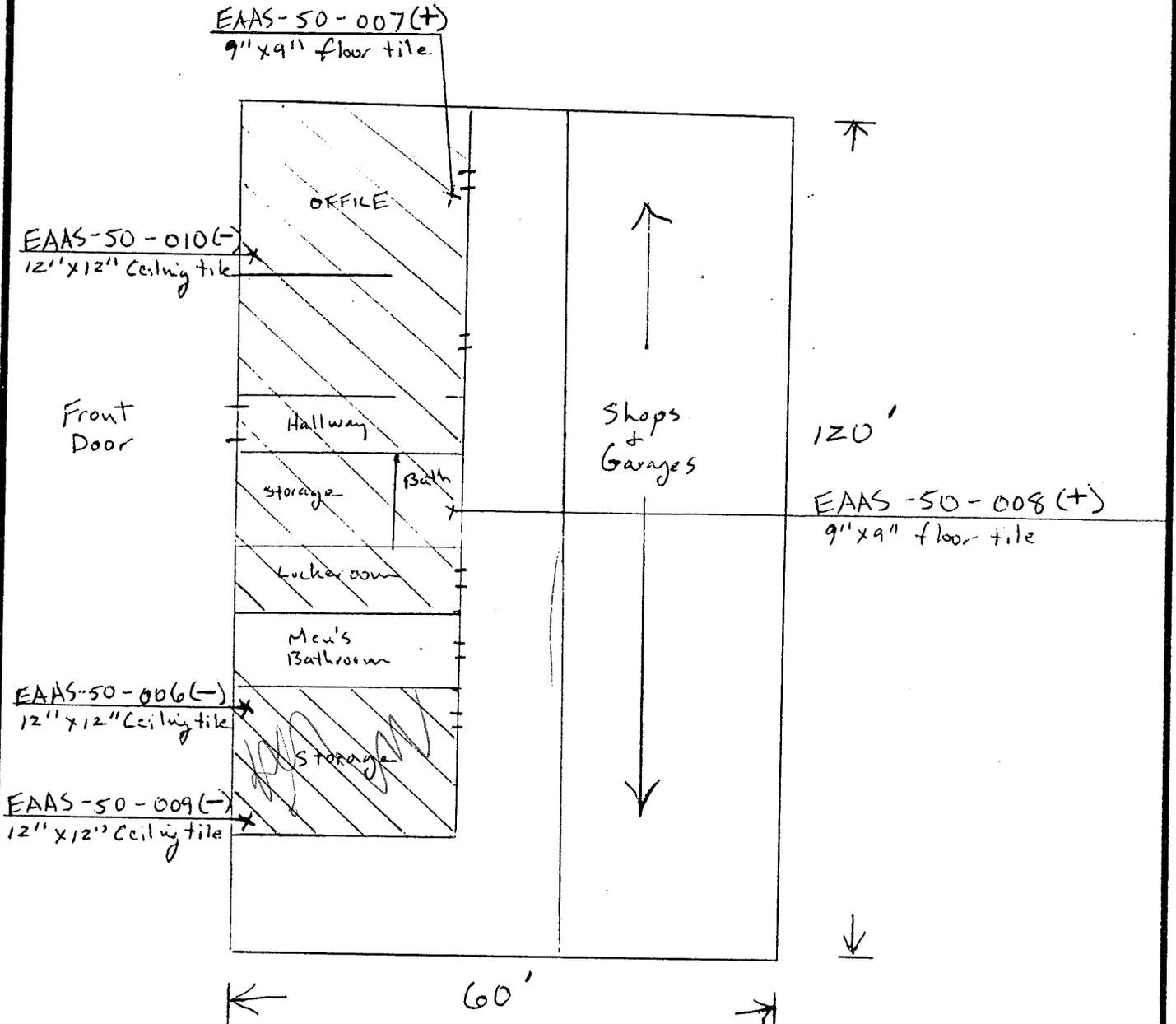
Client Name Wisniewski, Blair and Associates

Page 1 of 2

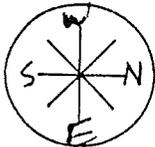
Name of Sampler Heppe

Location Traffic Building

FIELD SKETCH FORM



First Floor



Key

- #(-) indicates non-ACH
- #(+) indicates ACH
- ACM floor tile + mastic

Handwritten signature/initials

Project Number 92.11.01.01

Date: 2/26/92

Client Name Wisniewski-Blair

Page 2 of 2

Name of Sampler Heppner

Location Traffic Building

FIELD SKETCH FORM

EAAS-50-004(-)
Roofing

x

EAAS-50-005(-)
Roofing

EAAS-50-003(-)
Roofing

x

EAAS-50-002(-)
Roofing

x

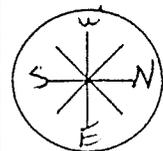
EAAS-50-001(-)
Roofing

x

Root

Key

#(-) indicates non-asbestos sample
#(+) indicates asbestos sample



Signature Det Heppner

Appendix B

Required Forms

FORM 1

REQUEST FOR PROPOSALS RESPONSE FORM

In compliance with this Request for Proposals, the undersigned acknowledges that he/she has read and understands all of the conditions imposed herein and offers and agrees to perform in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation. The undersigned represents that he/she is authorized to submit the foregoing proposal on behalf of the proposer's company or business entity and to offer the terms and provisions described therein.

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Contact Person: _____
State Tax I.D. Number: _____
Federal Tax I.D. Number: _____

FOR EACH ITEM LISTED BELOW PROVIDE THE INFORMATION REQUESTED:

1. Purchase Price for Property: _____
2. Nature of Proposed Development:

3. Development Schedule:

4. Commencement Date: _____
5. Completion Date: _____
6. Attach information that demonstrates the proposer's present ability and capacity to develop the Property as proposed.
7. Attach a list of commercial developments currently underway or completed within the past five (5) years and the names, addresses, and telephone numbers of the landowners /lessors or other contact persons.
8. Attached Required Submittals

Name: _____ Date: _____
Signature: _____

FORM 2

REQUIRED REFERENCES

Attach a list of three (3) business and financial references, including the names, addresses and telephone numbers of the appropriate contact persons.

References shall be shown on this Request for Proposal form in the format provided below.

1) Name of Company _____
Contact Person and Title _____
Telephone Number (_____) _____
Describe Contract Work _____

2) Name of Company _____
Contact Person and Title _____
Telephone Number (_____) _____
Describe Contract Work _____

3) Name of Company _____
Contact Person and Title _____
Telephone Number (_____) _____
Describe Contract Work _____

FORM 3

REQUIRED LIST OF OFFICERS

Attach a list of the names and addresses of the officers, directors, partners, or owners, as applicable, of proposer's company or business entity.

References shall be shown on this Request for Proposal form in the format provided below.

1) Name of Officer _____
Title _____
Telephone Number (_____) _____
Describe Role _____

2) Name of Officer _____
Title _____
Telephone Number (_____) _____
Describe Role _____

3) Name of Officer _____
Title _____
Telephone Number (_____) _____
Describe Role _____

FORM 4

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, sexual orientation, age or handicap, except as is otherwise provided by law.
- (2) To implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.
- (3) To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
- (4) To notify each labor organization or representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
- (5) To submit to the city manager and the city's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the city manager.
- (6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business, factors to be considered include but are not limited to, the following;
 - a. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - b. the type of the contractor's operation, including the composition and structure of the contractor's work force; and
 - c. the nature and cost of the accommodation needed. Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- (7) To include the provisions in paragraphs hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (8) In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the city's human rights commission and certification of such finding by the city manager, the city council may terminate or suspend or not renew, in whole or in part, this contract.

SIGNATURE _____

FORM 5

CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting there from is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person required submitting this statement who knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE _____

FORM 6

DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

A. I hereby state that, as of this date (check one):

- Our firm has no reason to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value

- Our firm has reason to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

Name, title/position

Name, title/position

B. I hereby state that, as of this date:

- Our firm has no reason to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm

- Our firm has reason to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse Or other family member, if this contract were awarded to the firm:

Name, title/position

COMPANY NAME AND DATE _____

SIGNATURE _____