REQUEST FOR PROPOSALS: TERMS AND SPECIFICATIONS FOR BIDS FOR FRANCHISE TO LEASE, MANAGE, AND OPERATE THE TORPEDO FACTORY ART CENTER

The City of Alexandria is considering the award of a franchise agreement ("Agreement") for the lease, management, and operation the Torpedo Factory Art Center. Because the contemplated lease term may exceed five (5) years, the City is required to advertise this solicitation in accordance with Section 15.2-2101 of the Code of Virginia (1950), as amended. For the purposes of this franchise solicitation, the terms "bid" and "proposal" shall be considered synonymous and shall be used interchangeably. Similarly, the terms "bidder" and "proposer" are synonymous and used interchangeably.

All bids are to be submitted in writing in the format required by the terms and specifications of the request for proposals. The proposal documents are to be sent to Alfred Coleman by e-mail at alfred.coleman@alexandriava.gov and must be received on or before 4 p.m. eastern time, Monday, April 27, 2026. At that time bids shall be publicly opened and bidders identified. The location of the bid opening will be 2331 Mill Road, Suite 201, Alexandria, VA 22314.

In addition, as required by the Code of Virginia for leases in excess of five (5) years, identification of all bidders shall be announced, a brief summary of each bid received shall be read, and the presiding officer shall inquire if any further bids are offered in open session of the City Council for the City of Alexandria in the City Council Chamber at Del Pepper Community Resource Center, 4850 Mark Center Dr., Room 1305, Alexandria, VA 22311, on Tuesday, May 12, 2026, or as soon as practicable thereafter at a duly noticed City Council meeting. At said City Council meeting, the presiding officer shall declare the bidding closed and the presiding officer shall refer the bids received to the City Manager and/or city staff to evaluate, review, and consider in the manner prescribed by the terms and specifications of the request for proposals, including the selection of, and negotiation of a franchise agreement or similar document with a responsive bidder. As soon thereafter as practicable, the City Manager and/or staff will recommend the successful bidder and present the negotiated franchise agreement for consideration and approval by City Council.

The City reserves the right in the City Manager's sole discretion to reject any and all bids, to terminate negotiations at any stage of the selection process, and to readvertise the ordinance with or without modification.

Complete text of the ordinance is available in the office of the City Clerk.

All materials associated with this bid will be posted to the City's website at https://www.alexandriava.gov/torpedofactory. Bidders should check this website regularly for updates and addenda. To receive email notifications when addenda or other updates are posted, fill out this form: https://www.research.net/r/TFAC-RFP.

REQUEST FOR PROPOSALS (RFP)
TO
LEASE, MANAGE, AND OPERATE THE TORPEDO FACTORY ART CENTER

Publication Date: FEBRUARY 23, 2026
Proposals Due: MONDAY, APRIL 27, 2026
Receipt and Referral of Submitted Proposals to City Council: TUESDAY, MAY 12, 2026 OR AS SOON AS PRACTICABLE THEREAFTER

The City of Alexandria, Virginia (the "City") is pleased to offer an exciting opportunity for a well-qualified team (the "Operator") to lease, manage, and operate the Torpedo Factory Art Center. The project will provide the selected Operator with the opportunity to be creative in its management, marketing, and operation of this unique cultural landmark.

A. INTRODUCTION

1. The purpose of this Request for Proposal (hereinafter "RFP") is to enter into a contract with a qualified operator to lease, manage, and operate the City-owned Torpedo Factory Art Center, located at 105 N. Union St., Alexandria, Virginia (hereinafter known as "TFAC"). The City is seeking operators that have a proven combination of experience, financial capacity / credit worthiness and expertise in the management, operation, and marketing of successful art centers with the ability to manage artist studios, galleries, arts programming, and facility rentals. For the purposes of this franchise solicitation, the terms "bid" and "proposal" shall be considered synonymous and shall be used interchangeably. Similarly, the terms "bidder" and "proposer" are synonymous and used interchangeably.
2. All materials associated with this bid will be posted to the City's website at www.alexandriava.gov/torpedofactory. Proposers should check this website regularly for updates and addenda. To receive email notifications when addenda or other updates are posted, fill out this form: https://www.research.net/r/TFAC-RFP.
3. All communication, including inquiries or exceptions, relating to this solicitation must be emailed to Alfred Coleman at alfred.coleman@alexandriava.gov ("City Representative").
4. **Proprietary and Confidential Information:** Any records submitted to the City are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. Any records the Proposer believes to be exempt from disclosure must be specifically identified by the Proposer on the submitted documents. The Proposer may designate documents as trade secrets or proprietary information exempt from disclosure when submitting documents; however, designating the entire submission, prices, or any portion of the submission that does not contain trade secrets or proprietary information is prohibited by Virginia law. The Proposer agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.
5. This RFP solicitation and review process is intended to satisfy the legal requirements applicable to both the procurement of management and operational services for the Torpedo Factory Art Center under the Virginia Public Procurement Act and the long-term lease of the facility under Title 15.2 of the Code of Virginia and the City's adopted Real Estate Policy. Bidders will be subject to the requirements of both bodies of law, as applicable.

B. SUMMARY OF KEY DATES

The anticipated schedule for accepting and reviewing proposals and operator selection is:

Item	**Date and Time**
RFP Publication Date	February 23, 2026
Non-Mandatory Site Visit	March 13, 2026 – 10:00 a.m. (EST)
Closing Date for Receipt of Written Inquiries	March 20, 2026
City Issues Response to Inquiries	April 3, 2026
Proposal Due	April 27, 2026; 4:00pm ET
Receipt and Referral of Submitted Proposals to City Council	Tuesday, May 12, 2026 or as soon as practicable thereafter at a duly noticed City Council meeting. Agenda will be updated at City Council Calendar | Calendar | City of Alexandria, VA

Item	Date and Time
Anticipated Recommendation of Award to City Council	Q3 2026

C. SCOPE OF WORK

The operator shall accomplish the following:

1. Lease, manage, and operate the TFAC to the highest art, history, and cultural center industry standards and in the best interest of the City, including maintenance, design, construction, and modifications to further and accommodate such use. Ensure that the facility is kept clean, secure, open to the public daily, and in good working order;
2. Maximize community-wide economic impact consistent with the City's ALX Forward Economic Strategic Framework by involving artists and the arts community and all sectors of the local community in the business and employment opportunities that become available as a result of operating TFAC, and work collaboratively within the City's broader arts ecosystem;
3. Work collaboratively with the City to ensure that TFAC is maintained, visitor friendly, and operates efficiently;
4. Work closely with the City's Office of the Arts, Office of Historic Alexandria (including Alexandria Archaeology Museum), and City partners such as Visit Alexandria and Alexandria Economic Development Partnership to promote and market TFAC to visitors, residents, group tours, and rental clients;
5. Work collaboratively to provide an array of community-oriented cultural, educational, and entertainment events that promote TFAC's mission;
6. Support and maintain the artistic mission of TFAC;
7. Develop and report annual work program and budget; and
8. Track and regularly report against performance metrics (See example in Attachment A).

Refer to Sections D, E, F, G and H that would impact the scope of work.

D. BACKGROUND

1. TFAC website: https://torpedofactory.org/
2. TFAC Fact Sheet (Attachment B)
3. TFAC Floor Plan (Attachment C)
4. TFAC Monthly Rent Roll and Current Expiration of Lease (Attachment D)
5. Sample of Current Studio Lease and Current Operating Rules and Procedures (Attachment E)
6. FY2025 Private Event Rentals and Terms (Attachment F)
7. Current City-Produced Programs and Events at TFAC (Attachment G)
8. 2017 TFAC Community Engagement Report: https://torpedofactory.org/wp-content/uploads/2020/01/TFAC-Community-Engagement-Report.pdf
9. 2019 TFAC Study of Studies: https://torpedofactory.org/wp-content/uploads/2020/01/TFAC-SmithGroup-Chora-Report.pdf
10. 2018-2021 Vibrancy Plan Creation for TFAC: https://torpedofactory.org/vibrancycreation/ and Action Plan for Vibrancy and Sustainability:

https://alexandria.legistar.com/LegislationDetail.aspx?ID=4798728&GUID=E1D5756E-48FE-4FB5-ABC9-D95086E83F8F

11. 2022-2023 TFAC stakeholder task force: https://www.alexandriava.gov/arts/project/torpedo-factory-art-center-stakeholder-task-force
12. 2024 TFAC Focus Group discussions (Attachment H): Participants from the stakeholder task force groups engaged in a couple follow-up discussions. Slides and associated mentimeter survey results from the 2024 May and June discussions included.
13. Torpedo Factory Facility Condition Assessment (FCA) (September 2021) (Attachment I)
14. TFAC Structural Investigation & Feasibility Study (September 2021) (Attachment J): The City's consultant performed a structural study to evaluate (1) the expansion of the occupiable space through the conversion of the existing roof into a new restaurant and event space, and (2) modifying the lobby core and access to the water side of the building at the ground floor to develop a better connection between the building and the waterfront.
15. TFAC Capital Facilities Maintenance Program FY2026 – FY2035 (Attachment K): $2.5 million of the prior appropriations have already been expended to address facility needs based on the FCA and described above (Attachment I). The remaining prior appropriations balance of $3.3 million has been budgeted to address the upgrades in the table below and are currently underway or anticipated to be completed by early calendar year 2027.

System	**Budget**
Electrical: Upgrade all existing electrical panels, switchboards, and shut-off devices throughout the facility. Where required, reconfigure equipment layouts to meet current electrical code spacing, clearance, and safety requirements. All work shall be performed in accordance with applicable codes and standards. Upgrade all emergency lighting systems throughout the facility to ensure proper illumination during power outages. Replace or repair all defective exit signs to ensure visibility, functionality, and full code compliance	$1.4 million
Exterior & Chimney: Power wash, clean, and prepare all first-floor exterior walls. Apply a new elastomeric latex topcoat to protect the building envelope and enhance durability. Prepare and apply new floor coatings at all stairways and entrance areas to improve safety, appearance, and longevity. Patch and repair existing masonry substrate at the chimney. Remove rust from existing metal banding, reform as necessary, and apply a specified primer. Prime and apply an elastomeric latex finish to match the existing appearance and provide long-term weather protection.	$782,000
Elevator: Replace all elevator control systems, including the main control board, push buttons, and associated functional hardware.	$480,000

System	Budget
Perform a full renovation of the elevator cab, including new wall finishes, flooring, ceiling, and upgraded lighting, to improve reliability, safety, and aesthetics.	
Interior Door: Replace all interior door hardware to meet current ADA accessibility standards. Assess and quantify all interior doors—both metal and wood—for replacement as required to achieve full fire code compliance. All new hardware and doors shall meet applicable life safety, accessibility, and fire-rating requirements.	$296,000
Lighting: Provide and install new exterior lighting at three (3) east and south egress doors to bring all exit pathways into full code compliance. Upgrade existing exterior lighting fixtures, including six (6) fixtures on the east side of the facility and two (2) fixtures at the west entrance, to improve illumination, safety, and reliability.	$105,000
IT Closet: This project involved relocating IT equipment from the Archaeology storage area and the second-floor office into a single, centralized IT closet. The initiative improved organization, accessibility, and operational efficiency by consolidating all IT equipment in one secure location, simplifying management, maintenance, and future upgrades.	$100,000
Plumbing and Water Heater: Replace the existing building water shut-off valve and install a new building-wide backflow preventer. Replace the existing hot water heater with a new unit of equal capacity and performance (“replacement in kind”), ensuring compliance with current plumbing codes and standards.	$60,000
HVAC Upgrades: The existing HVAC system serving the Archaeology facility is being upgraded due to the system reaching the end of its useful service life. This system is responsible for conditioning the artifact storage areas, where maintaining stable temperature and humidity levels is critical to the preservation of sensitive materials. To ensure continued compliance with environmental control requirements and long-term reliability, the City is currently in the design development and cost-quoting phase for a replacement system, including evaluation of appropriate equipment, controls, and scope of work.	$45,000
Fire Alarm Controls Upgrade: The Fire Alarm Controls Upgrade has been successfully completed. The project included replacing outdated components, testing all devices for proper operation, and integrating the system with current monitoring protocols. These	$44,000

System	Budget
improvements enhance system reliability, ensure compliance with current life-safety codes, and provide more efficient monitoring and response capabilities throughout the facility.	
Total	**$3.3 million**

Future appropriations beginning in FY2027 have been budgeted to continue addressing FCA needs. These future appropriations are revisited as a part of the annual budget cycle.

16. TFAC Revitalization FY2026 – FY2035 (Attachment L): $3.5 million of the previously appropriated funding is available to address current and future facility deficiencies, as well as to address to-be-determined future program needs.
17. City of Alexandria Budget Development Process: https://www.alexandriava.gov/Budget includes the Budget Development Calendar for the FY2027 budget cycle.
18. The City is exploring locations to accommodate additional historical archaeology artifacts in preparation for the return to Alexandria anticipated in Fall 2028 from conservation of a 18th century fifty-foot ship discovered at the Hotel Indigo site. The Torpedo Factory Art Center has been identified as a potential exhibition location. Details of the additional historical archaeology artifacts are included in Attachment M.

E. UNIQUE REQUIREMENTS FOR OPERATION

As a regionally serving art center, several unique components are required for the operation of this business.

1. Displays and information that celebrate the history of the building as a Prewar Munitions Facility with Historic Value;
2. Artist and Tenant Selection Process;
3. Managing Leases of Multi-Tenant Art Center, Including Artists, Galleries, and Other Arts and Community-Based Organizations;
4. Unique Marketing and Collaborative Initiatives;
5. Alexandria Archaeology Museum will continue to operate at the TFAC;
6. City use of space for arts programming and special events based on an agreed upon schedule;
7. To the extent City's current leases with various tenants extend beyond the period of City-led operations, the new entity will be required to take over the terms of those leases.

F. UNIQUE ATTRIBUTES

1. Long term commitment to TFAC being an art center;
2. TFAC Brand and Trademark – TFAC is a leading example of placemaking and creative adaptive reuse.
3. TFAC is a contributing resource within the Alexandria Historic District boundaries;
4. Collaborative partnerships with Office of Historic Alexandria (including Alexandria Archaeology Museum), Visit Alexandria, Alexandria Economic Development Partnership, and the Alexandria arts community;

5. While the City will collaborate on capital improvements during the term of the agreement, the City supports initiatives that make the art center self-sustaining including creation of both an operation and maintenance reserve ("O&M Reserve") and a capital improvements reserve ("Capital Reserve");
6. The City will provide maintenance of City-owned directional signs to TFAC and other historic sites in the City;
7. The City will collaborate on Citywide marketing initiatives to increase heritage and arts tourism;
8. In addition to the arts center, clients may rent event spaces like the Grand Hall for events.

G. PERIOD OF PERFORMANCE

If an award is made, the City will issue a lease with an initial term of no less than five (5) years, with potential for renewals. However, the total term (initial term and renewals) shall not to exceed forty (40) years. Any renewal option, if included, shall be conditioned upon Operator being in full performance of its obligations and subject to approval of City Council. In considering a renewal option, the City will analyze and review the operation of TFAC under the terms described herein to determine if additions or modifications to the terms of the lease are necessary. The lease period shall commence on the date agreed upon by both parties.

H. PERMITS & RESPONSIBILITIES

1. The prospective Operator ("Operator" or "Contractor") shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and insurance, and for complying with any federal, state, city or municipal laws, codes, and regulations applicable to the performance of the Work. The Operator shall also be responsible for all damages to persons or property that occur as a result of the prospective Operator's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.
2. The prospective operator shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit or Work which may have been accepted under the Lease, Management and Operation Agreement ("Agreement" or "Contract").

I. PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers shall submit their proposals by responding to or accepting each of the terms in the order and format presented in this section. To reduce printing costs and to facilitate recycling, the City requests that only electronic proposals in PDF format be submitted by email no later than Monday, March 30 at 4:00 pm. Electronic proposals should be submitted by attaching a single completed and signed file of the proposal to an email with "Lease, Management, and Operation of Torped Factory Art Center" in the subject line of the email and emailed to City Representative.
2. **ADDENDA:** Proposers are reminded that changes to the Request for Proposal (RFP), in the form of addenda, may be issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted electronically via email to the City Representative before the time and date of the closing of the solicitation or must accompany the Proposal. Notice of addenda will be posted on the City's webpage as soon as they are finalized.
3. **SUBMISSION OF QUESTIONS:** It is the Proposer's responsibility to submit questions regarding the RFP to the City Representative. To receive a response from the City, all questions regarding the RFP shall be submitted electronically via email in writing and received by the City by **close of business**

March 20, 2026. Questions shall be emailed to the City Representative. Any submission of questions related to the RFP shall include the reference **"TFAC Lease, Management and Operation"** in the subject line and the name of the person submitting the question(s). Proposers are advised that oral explanations or instructions given by City personnel during the Proposal process or at any time before or after the issuance of a Contract are not binding on the City. After issuing the RFP, the only information binding to the City is information that is conveyed through a written amendment to the RFP. Written amendments will be issued when additional information is deemed necessary and when the lack of such information may be prejudicial to uninformed prospective Proposers. All amendments shall be signed by Proposers and returned with their Proposal.

4. The City reserves the right to reject any and all proposals and to cancel this solicitation at any time prior to contract award for any reason.

5. It is the Proposer's responsibility to clearly describe the proposed approach in response to the RFP. Proposers are cautioned that organization of their response, as well as thoroughness, is critical to the City's evaluation process.

6. By submitting a response to this RFP, the Proposer acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions.

7. Each Proposer responding to the RFP must supply all the documentation required herein. Failure to provide documentation with the Proposer's response may result in the disqualification of the Proposer's proposal.

8. Unauthorized contact with any employee of any agency or department of the City, other than the City Representative may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on the City. Proposers relying on unofficial information shall do so at their own risk.

9. Proposals should be limited to 40 pages. With the exception of graphics or tables, all pages must be 8.5" x 11", with page margins no narrower than 1", using a standard font (e.g., Times New Roman) size 11 or larger. The front and back covers, title pages/separation tabs, submittal letter, table of contents, and appendices (e.g., resumes of key personnel, and supporting financial documents) will not be counted in the 40-page limit. The submitted PDF must be searchable and contain bookmarks for each section. The Proposal shall include the following and must be presented in the following order:

    i. Technical Proposal
        a. Transmittal Letter
        b. Organizational Qualifications, Experience and Capacity
        c. Staff Experience
        d. Operation and Management Approach
        e. Marketing Plan
        f. Maintenance, Tenant Improvements and Capital Improvement Strategy
        g. Stakeholder Engagement Plan
    ii. Financial Bid
    iii. Completed Required Submission Forms
        a. Form J-1, "Proposer's Reference Sheet"
        b. Form J-2, "Required Information Form"
        c. Form J-3, "Certified Statement of Non-Collusion
        d. Form J-4, "Disclosures Relating To City Officials and Employees"
        e. Form J-5, "Equal Employment Opportunity Agreement"
        f. Form J-6, "Vendor Information Form"

g. Form J-7, “W-9”
h. Form J-8, “No Bid Form”, if applicable

I-A. Technical Proposal

The Proposer must include the following information, arranged in the same order, and identified with headings as presented herein. This information will be considered the minimum content of the Technical Proposal.

1. Transmittal Letter

The Proposer shall provide a letter signed by an officer of the Proposer’s firm authorized to make a binding commitment to the City without the consent or joiner of any other party or authority. Transmittal Letter should state that the Proposer will negotiate in good faith with the City. The Transmittal Letter should clearly identify the Organization Name, Contact Name, Contact Phone, and Contact Email.

The transmittal letter must include an executive summary of not more than 100 words that the City may use, in whole or in part, at its sole discretion for the purpose of providing a summary of the proposal to the public.

2. Organization Qualifications, Experience and Capacity

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer’s qualifications to meet the requirements of the RFP and to produce the required outcomes, including its ability, capacity, skills, and experience in arts programming; studio artists/gallery leasing, operations and management; facility rental and event management; marketing and promoting arts and arts education; fundraising; community and stakeholder engagement; stewardship of historic assets.

The Proposer shall include audited annual financial statements for the three (3) most recently completed years. The Proposer shall provide evidence of creditworthiness (Credit history letter(s) from financial institution(s); and most recent quarterly financial statement) and provide letter from chief executive officer, chief financial officer, or treasurer (or equivalent position or role) describing the financial stability of the Proposer and certifying information regarding any material changes in financial condition for the past three fiscal years and anticipated for the next fiscal year.

3. Staff Experience

The Proposer shall provide the following information:

3a. A list of key personnel proposed to be assigned to perform the Work, including direct supervisors, key technical personnel and staff;

3b. Resumes of all proposed key personnel and, if applicable, subcontractors who will be performing the Work;

3c. A narrative that describes the work responsibilities of all key personnel proposed, including the following for each individual: (1) the individual's qualifications, education, and special competencies that will be valuable in performing the work; (2) the individual's experience on similar contracts; (3) the individual's proposed title; (4) whether the person is an employee of the Proposer, another firm or organization, or an independent contractor; and the estimated availability to perform the Work;

3d. Copies of relevant certifications or other professional credentials for key personnel;

3e. The proposed operator administrator and a description of their experience with similar contracts, including public sector organizations; and

3f. The individual responsible for customer service and problem resolution and a description of their relevant experience.

4. Operations and Management Approach

The Proposer shall provide a description of its proposed governance/management structure for the lease, and its overall vision, philosophy and approach for the management and operation of the TFAC. The Proposer shall include information that describes the operating policies and procedures for managing and operating TFAC, including approaches related to the space allocation, tenant selection, leasing and tenant management, programming, facility rentals and events, labor supplier and management, security, customer service, training programs offered to staff, risk management, employee management, administrative policies and procedures including hours of operations, fiscal management, work plan and budget development, tracking and reporting mechanisms. Proposer shall include information on how it intends to work with the City for use of space for arts programming and special events. Proposer shall also include information on how it intends to enhance the economic impact to the Alexandria region by involving artists and the arts community and all sectors of the local community in the business and employment opportunities that become available as a result of operating TFAC.

If the Proposer is interested in incorporating the Additional Historical Archaeological Artifacts (Attachment M), the Proposer shall describe any impact of its incorporation on their approach and identify possible location(s) within the building for its inclusion.

Proposer shall include a responsibility matrix (Appendix A.1) in the proposal noting the proposed division of responsibilities between the Proposer and the City – this list is not comprehensive and the proposer can add line items that may be missing in the matrix. A-1 submission should be consistent with the Financial Bid.

5. Marketing Plan

The Proposer shall describe the marketing plan proposed for use in operations, and the use of the TFAC brand/trademark assets, with an emphasis on measures designed to obtain maximum patronage. Please note that the selected Operator shall work closely with the City and its partners including the Office of Arts, Office of Historic Alexandria (including Alexandria Archaeology Museum), Visit Alexandria, Alexandria Economic Development Partnership in its marketing efforts.

6. Maintenance, Tenant Improvements, and Capital Improvements Strategy

The Proposer shall describe its ongoing maintenance, tenant improvements, and capital improvements strategy including the creation and maintenance of O&M reserves and capital reserves. Proposer shall include a Maintenance and Capital Improvements matrix (Appendix A.2) in the proposal noting the proposed division of responsibilities between the Proposer and the City – the proposer can add line items that may be missing in the matrix. A.2 submission should be consistent with the Financial Bid.

7. Stakeholder Engagement Plan

The Proposer shall describe how it will provide the required stakeholder engagement and community outreach services pursuant to the RFP. The information shall include past examples that describe their previous stakeholder engagement and community outreach programs.

I-B. Financial Bid

The Proposer shall propose and include: (1) the rent structure proposal including base rent, any rent abatement, and annual rate increases, utilities, and terms; (2) license proposal for using the Torpedo Factory Art Center brand and trademark; and (3) self-sustaining initiatives (fundraising/capital campaigns, alternative funding/financing strategies, leveraging historic tax credits, etc.) it will undertake to decrease the fiscal impact on the City's budget and demonstrate such past experience**.**

The Proposer shall estimate such annual revenues (from 1 and 2) and any annual cost savings (3) to the City and document corresponding assumptions, for (i) a 5-year lease term and (ii) for any proposal that may be submitted for a term longer than 5-years. These estimates and assumptions should be consistent with the proposed responsibility matrix, and maintenance and capital improvements matrix provided with the Technical Proposal.

If the Proposer is interested in incorporating the Additional Historical Archaeological Artifacts (Attachment M), the Proposer shall identify any impact of its incorporation on their financial bid.

I-C. Required Forms

Proposers shall submit all completed forms required by this solicitation including but not limited to:

1. Required forms included in Appendix B: J-1 through J-5 and J-6 through J-8 as applicable; and
2. Any licensing or certificates required.

J. EVALUATION FACTORS FOR AWARD

Pursuant to the Virginia Public Procurement Act, negotiations will be conducted with at least two offerors unless one is clearly the most qualified or the only fully qualified offeror. The City's Real Estate Policy require the City to negotiate with the highest rated and highest bidding proposals. Further, Section 15.2-2102 of the Code of Virginia requires the City Council to accept the highest bid from a responsible proposer, unless it desires to accept a lower bid from a responsible bidder, in which case, it must explain why it is advisable to do so when granting the franchise.

For a Bidder to be "responsible," the Bidder must meet the Minimum Criteria for Responsibility per Section K. Then, of those Bidders that are determined to be responsible, the Bidder whose Financial Bid received the highest score out of 30 will be considered to have submitted the "highest bid" pursuant to Section 15.2-2102 of the Virginia Code.

Notwithstanding the foregoing, the City Council reserves the right to reject any or all Proposals in response to the RFP, to terminate this solicitation up to award without explanation and to waive any informality in submitted proposals.

The factors to be considered in the evaluation of Proposals are listed below. The total maximum possible number of points for each evaluation factor is indicated in parenthesis with a maximum of one hundred (100) points.

1. Technical Proposal (*as outlined in Section C - Scope of Work and Section I(A) - Proposal Submission Requirements*) (Total 70 points)
    a. Organization Qualifications, Experience and Capacity *(Section I(A).1)*, Client References *(attachment J-1)* and Staff Experience *(Section I(A).2)* (35 points)
    b. Operations and Management Approach *(Section I(A).3),* Marketing Plan *(Section I(A).4),* Maintenance, Tenant Improvements and Capital Improvements Strategy *(Section I(A).5),* and Stakeholder Engagement Plan *(Section I(A).6)* (35 points)

2. Financial Bid (*Section I(B) - Proposal Submission Requirements – Financial Bid*). (30 points)

K. MINIMUM CRITERIA FOR RESPONSIBILITY

The City shall use the following minimum criteria to determine the responsibility of a Proposer:

1. The Proposer must demonstrate in its Proposal and any subsequent discussions with the City that it has a clear understanding of the City's needs and proposed approach to the Work as set forth in the RFP;

2. The Proposer must possess the ability, experience, capacity, skill, and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;

3. The Proposer must have performed satisfactorily in previous contracts of similar size and scope;

4. The Proposer, its employees and its independent contractors are properly licensed under applicable federal, state, and local laws;

5. The qualifications, technical experience and availability of the personnel who will be assigned to the Contract demonstrating the expertise required for this project; and

6. The proposer must possess a demonstrated knowledge of all federal, state and City laws, codes and regulations relating to or applicable to the scope of work set forth in this solicitation.

ATTACHMENT A: PERFORMANCE METRICS

Performance Criteria	Current
Operating Budget excluding City backoffice support	~$1M (See Table 2 in Attachment B)
% subsidy from the City for operating purposes (excluding backoffice support)	100%
Operating & Maintenance Reserve from Tenant Revenues	NA
Capital Reserve from Tenant Revenues	NA
Rent/sf	Flat at $18.45 (FY2026) increased annually at 3 percent
Availability of below-market rent art leases	Yes
% of lease space provided at below-market	100%
Revenue from Studios/Gallery	~$740k (See Table 3 in Attachment B)
Revenue from Facility Rentals	~$250k (See Table 3 in Attachment B)
Revenue from Programming/Retail Sales	~$60k (See Table 3 in Attachment B)
Revenue from other non-City sources	~$0 (See Table 3 in Attachment B)
Operating Budget including City backoffice Support estimate	$1.15M - $1.25M
% subsidy from the City for operating purposes (including backoffice support)	15-25% (See Attachment B)
Capital Reserve from Tenant Revenues	0%
% subsidy from the City for capital purposes	100%
Space available for working artists	43% (See Table 1 in Attachment B)
Circulation Space	24% (See Table 1 in Attachment B)
Space available for art education purposes	9% (See Table 1 in Attachment B)
Grand Hall Event Space (available for market rate rental)	8% (See Table 1 in Attachment B)
Space available for Galleries	6% (See Table 1 in Attachment B)
Space available for Archaeology	5% (See Table 1 in Attachment B)
Other space available for market rate rental	4% (See Table 1 in Attachment B)
Building Management	1% (See Table 1 in Attachment B)
Number of working artist leases	82

Number of gallery leases	9
Number of City Tenants	Refer Attachment C
Number of other subsidized leases	1 (The Art League)
Number of Private Event Rental Activities	52 (FY2024) 50 (FY2025)
Number of annual visitors	Approximately 500,000
Website traffic	+15,500/month (+7,800 unique visitors)
Social media, communications and other exposure	15.9K followers on Instagram, 20K on Facebook
Educational opportunities provided	Classes provided by tenants (The Art League, Discover Graphics)
Number of hours facilities open to public weekly	56
Number of hours limited to ticketed entry	0
Average number of hours individual tenant spaces open to public weekly	28
Number of hours galleries open to the public weekly	56
Artist Demographics	https://torpedofactory.org/opencall/

ATTACHMENT B: TORPEDO FACTORY ART CENTER FACT SHEET

The **Torpedo Factory Art Center** (TFAC) is currently managed and operated by the City of Alexandria through its Office of the Arts. TFAC offers community arts programming and events produced by the city, manages a jurying process and leasing for artist studio space, art galleries and arts organizations, and provides marketing and promotion of TFAC and its tenants. Anchor building tenants include the City's archaeology museum operated by the Office of Historic Alexandria and The Art League, which provides community arts education for children and adults.

Building History

Located on the City's Old Town waterfront, TFAC was once a naval munitions plant that produced torpedoes during World War II. After the war, the factory was used to store congressional documents, Smithsonian dinosaur bones, and Nazi trial records. The City of Alexandria bought the building from the Department of the Navy in 1969. In 1974, the Torpedo Factory Art Center opened as a renovated part of the factory, featuring artist studios, galleries, and an archaeology museum. The building was renovated again in 1982–1983, gutting and rebuilding it with a new ventilation system and central heating. While the management and operations of the building have changed over the years, operated by various city departments and by a private non-profit, the business model has remained relatively unchanged for decades.

Building Use and Program of Spaces

As shown in **Table 1**, TFAC totals 77,000 square feet (SF) of building area. Arts and cultural space (including artist studios, art galleries, The Art League, and the City Archaeology Museum) accounts for 63% of total SF or 48,000 SF. The Grand Hall (5,900 SF or 8% of total SF) and the Overlook and River Rooms (3,300 SF or 4% of total SF) are available for rent to private groups for events. The remaining space in the building is for management and circulation, approximately 25% of total SF.

Table 1

Program of Spaces in SF

Torpedo Factory Arts Center

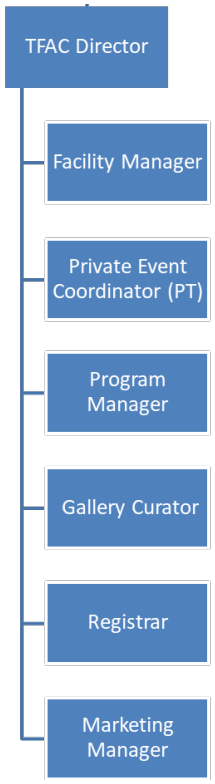
Program Areas	Square Feet (SF)	Percent to Total
Public Programs		
Individual Studios	32,758	43%
The Art League	6,996	9%
Grand Hall	5,946	8%
Galleries	4,632	6%
Archaeology	3,630	5%
Overlook and River Rooms	3,305	4%
Total Public Programs	**57,267**	**75%**
Building Support		
Circulation/Building	18,429	24%
Building Management	1,078	1%
Total Building Support	**19,507**	**25%**
Total Square Feet	**76,774**	**100%**

Source: City of Alexandria and SmithGroup.

Operating Budget

TFAC, as an "enterprise" operating fund of the city, targets breakeven operations where revenue and expenses are balanced. As shown by data in **Table 2**, the TFAC budget averaged $1 million between FY 2022 and FY 2025. This amount does not represent the entire cost of management and operations. The city provides building maintenance and services and administrative services (HR, accounting, IT, etc.) through other city departments that are not reflected in the TFAC fund budget. The range for these additional costs is estimated to be approximately between $150,000 to $250,000 for a total TFAC operating cost between $1.15 and $1.25 million.

Organization Chart



Torpedo Factory Art Center Position Descriptions

Director (vacant)

Responsible for the overall management, administration, and strategic direction of the Art Center. This position oversees daily operations, staff supervision, budget and resource management, and the development and implementation of policies, programs, and initiatives that support the Art Center's mission.

Registrar (vacant)

The Registrar is responsible for the administration and management of studio, gallery, and other tenant leases. Oversees leasing processes, maintains lease records, ensures compliance with lease terms, policies, and applicable regulations, coordinates lease renewals, assignments, and transitions, and supports studio selection processes as applicable.

Facility Manager

Responsible for the oversight and coordination of building operations, maintenance, and facility-related services for the Art Center. This position ensures the safe, efficient, and effective operation of the facility, including coordination with City departments, contractors, and tenants.

Private Event Rental Coordinator (part time 25 hours/week - vacant)

Responsible for the administration and coordination of short-term private rentals such as weddings, proms, corporate events and meetings, and other private events, manages rental inquiries, scheduling, agreements, and related documentation, and supports revenue generation.

Gallery Curator (vacant)

Responsible for the planning, development, and installation of 8-10 juried exhibitions and related programming in the Target Gallery. This position oversees curatorial planning, juror selection, application management, exhibition schedules, and interpretive.

Program Coordinator (vacant)

Responsible for working collaboratively with artists, staff, and partners on the planning, coordination, and administration of nationally recognized monthly and annual public programs and events that engage diverse audiences that draw people to the Art Center.

Earned Revenue

TFAC averaged $992,000 in earned revenue between FY 2022 and FY 2025, as shown by data in **Table 3**. Artist studios are leased for three (3)-year terms with publicly subsidized rent of $17.91 per square foot inclusive of utilities and property taxes in FY 2025. Rent is increased annually at 3 percent. Rental of studio and gallery space accounts for 76% of earned revenues in FY 2025. Other sources of revenue are facility / event rentals and retail.

Table 2

Operating Expenses Trend, FY22 through FY25

Torpedo Factory Arts Center

Types of Expenses	FY22	FY23	FY24	FY25
Personnel Costs				
Salaries and Wages	$330,235	$243,725	$222,643	$279,953
Taxes Fringe and Benefits	88,902	51,492	51,774	88,337
Total Personnel	**$419,136**	**$295,218**	**$274,416**	**$368,290**
Non-Personnel Costs				
Services (Professional and Temporary)	$164,874	$286,659	$372,828	$290,242
Utilities	162,163	187,843	189,822	202,853
Custodial Services / Supplies	77,169	101,318	112,903	91,551
Supplies / Office / Other	33,057	56,581	76,072	104,026
Advertising, Printing and Binding	30,400	25,075	29,404	19,916
Building and Improvement Maintenance	28,256	1,317	1,713	617
Total Non-Personnel	**$495,919**	**$658,792**	**$782,741**	**$709,206**
TOTAL OPERATING EXPENSES	**$915,055**	**$954,010**	**$1,057,157**	**$1,077,496**

Note: Does not include approximately $150,000 to $250,000 in expenses an organization would need to pay in property taxes for common areas, other city services such as bookkeeping, HR, AR/AP. City is self insured and so no insurance costs included.

Source: Torpedo Factory Art Center / City of Alexandria, VA, and ConsultEcon, Inc.

Table 3

Revenue Trend, FY22 through FY25

Torpedo Factory Arts Center

Source of Revenue		FY22	FY23	FY24	FY25
Recreation Activities	1/	23,023	0	1,197	0
Class Fee Program	2/	81,056	15,746	3,919	0
Rental Fees	3/	2,812	137,258	253,716	234,034
Rental of Property	4/	756,633	740,505	741,226	788,049
Gifts and Donations		468	10	0	0
Miscellaneous		468	937	108	369
Gift Shop Sales	5/	52,946	64,858	56,345	12,150
TOTAL REVENUE		**$917,405**	**$959,313**	**$1,056,510**	**$1,034,602**

1/ Recreation activities include beer and wine revenue from events.

2/ Class fee programs are revenues generated by the Target Gallery, such as application fees and commissions on sales which offset curatorial costs and honoraria.

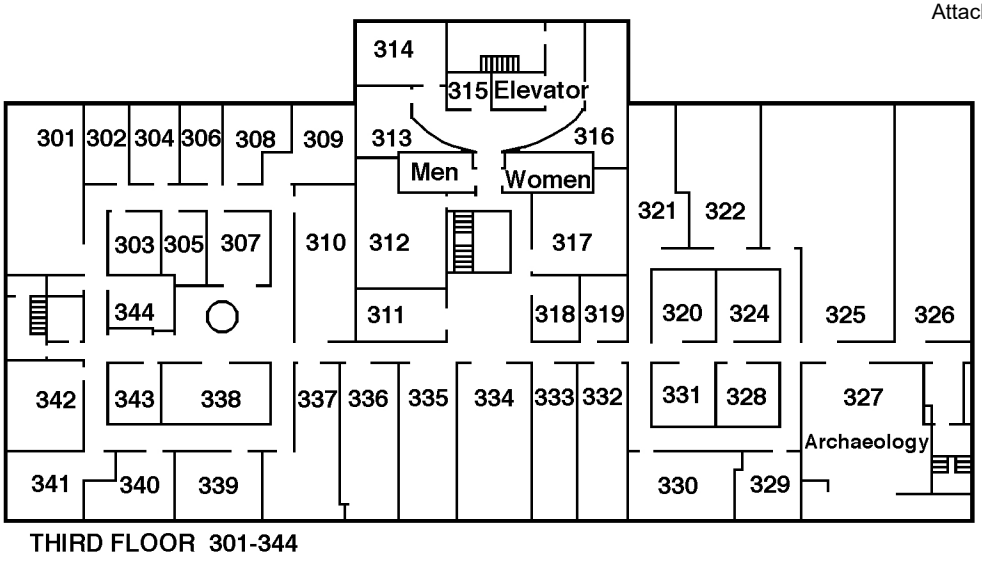
3/ Revenue from private events renting space in the Torpedo Factory.

4/ Long term lease revenue for artist studies, galleries and non-profit arts organizations.

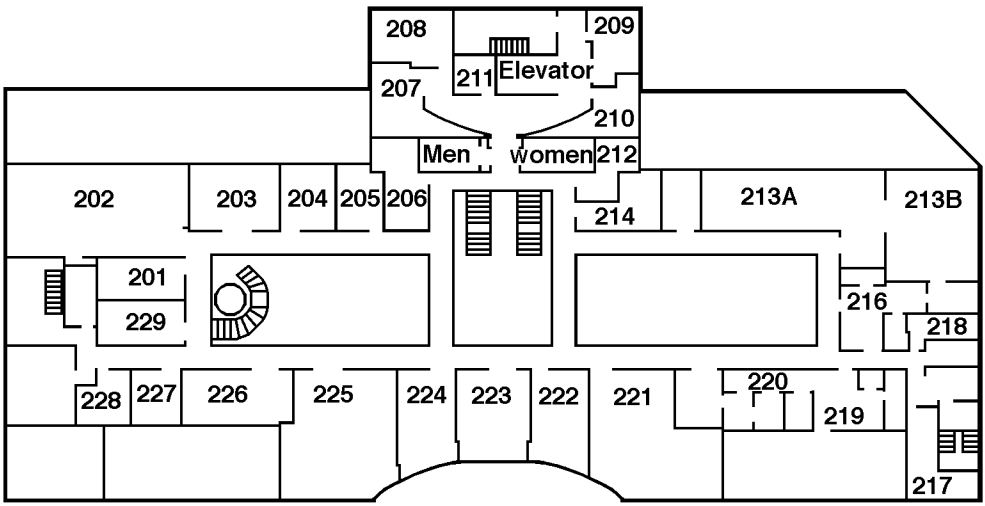
5/ Gross retail sales.

Note: Fiscal Year (FY) is the year ending June 30.

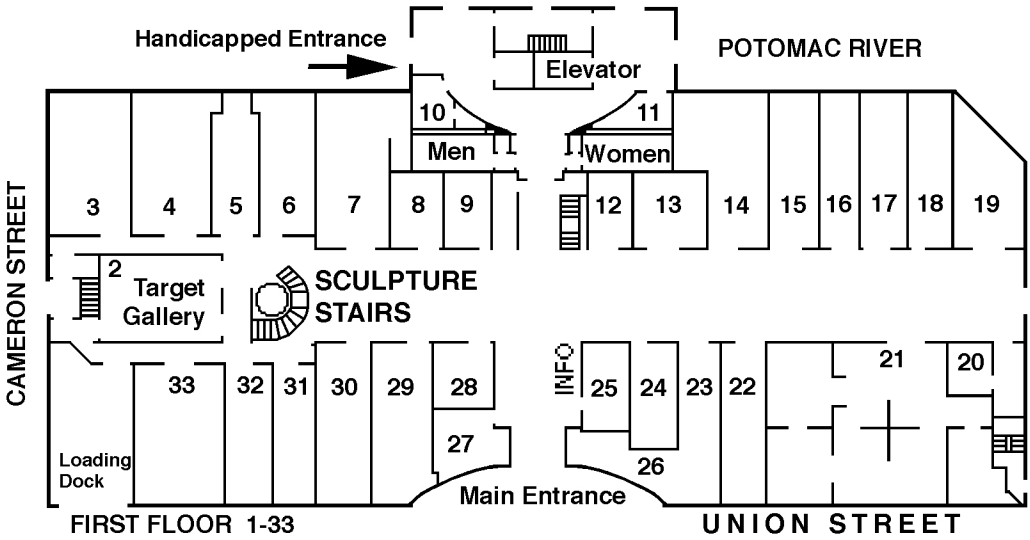
Source: Torpedo Factory Art Center / City of Alexandria, VA, and ConsultEcon, Inc.



THIRD FLOOR 301-344



SECOND FLOOR 201-229



City-managed spaces:

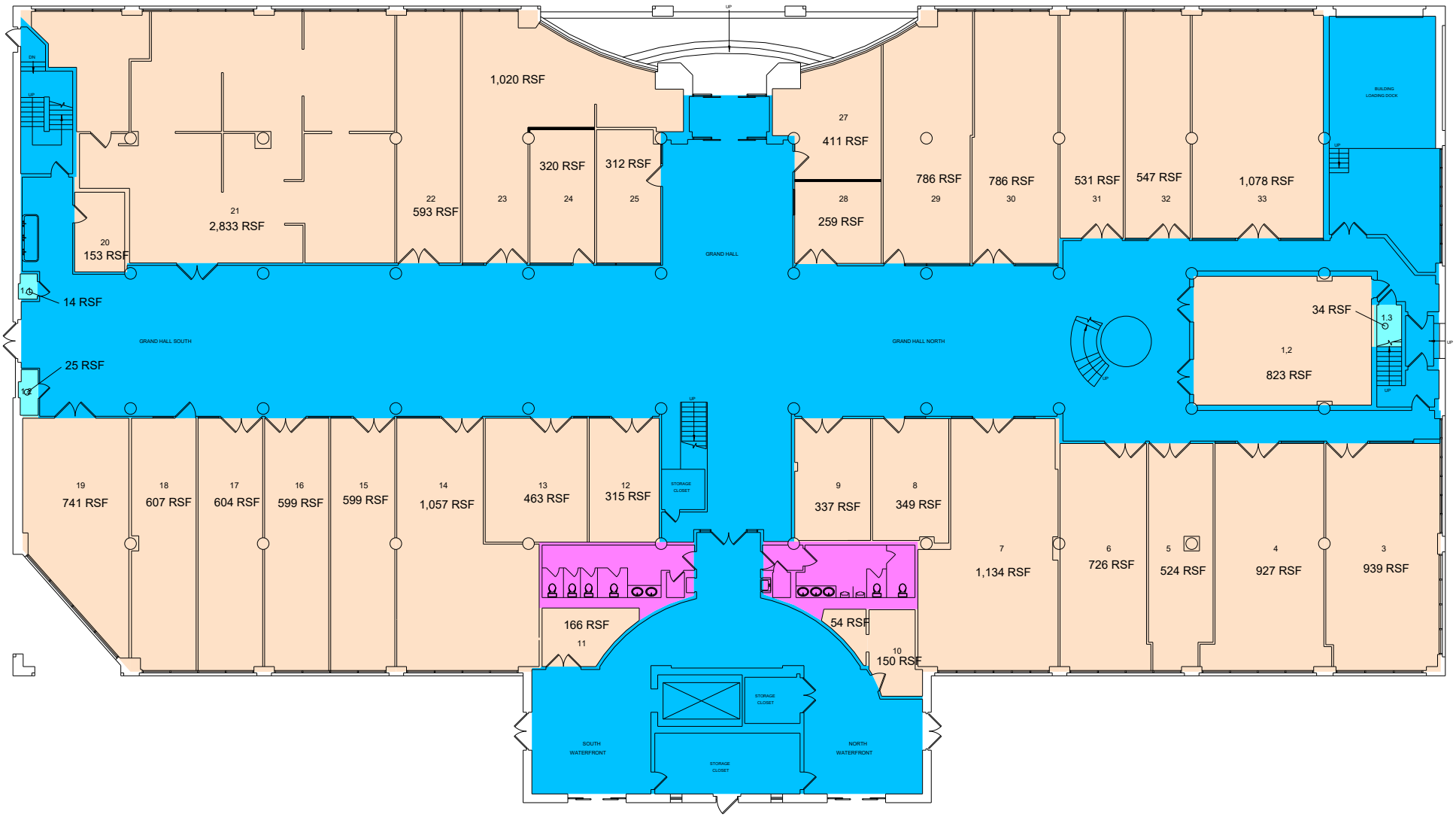
2	Target Gallery
10	Storage
11	Catering/storage
20	Vacant (former kiln room)
207	Staff office
208	Riverview Room
211	Staff Office
228	Spray Room
325	Overlook Room
327	Archaeology

105 N Union Street

Floor 01

Area Categories

Measure Up Corp.
BUILDING MEASUREMENT SERVICES



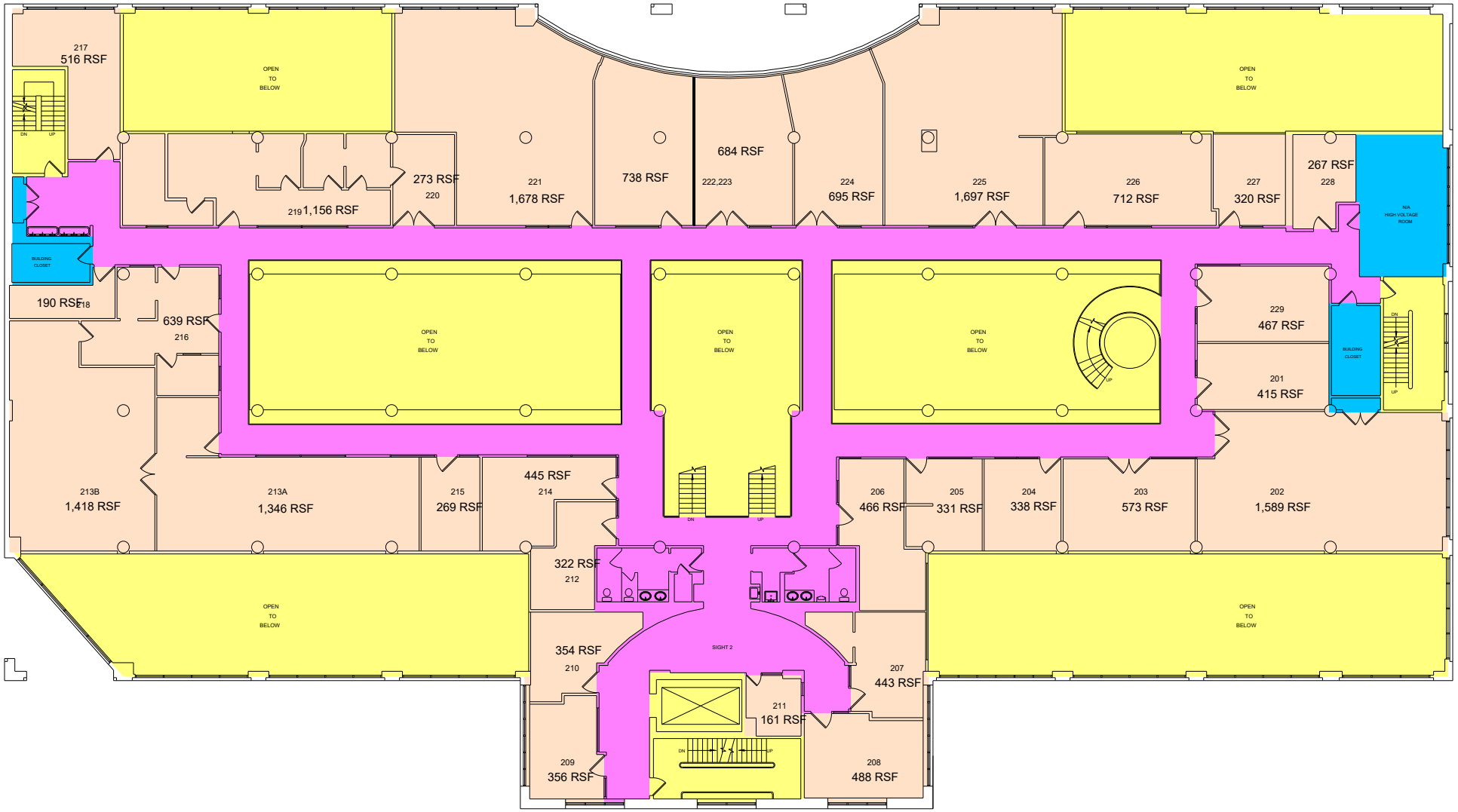
Major Vertical Penetration	Floor Service Area	Building Service Area	Occupant Storage	Tenant Area (IPMS 3)	Building Amenity Area	Parking	Other Exclusions	Occupant Storage Corridor	Tenant Ancillary Area	Inter-Building Service Area	Inter-Building Amenity Area
	598	10,417	73	17,051							

105 N Union Street

Floor 02

Area Categories

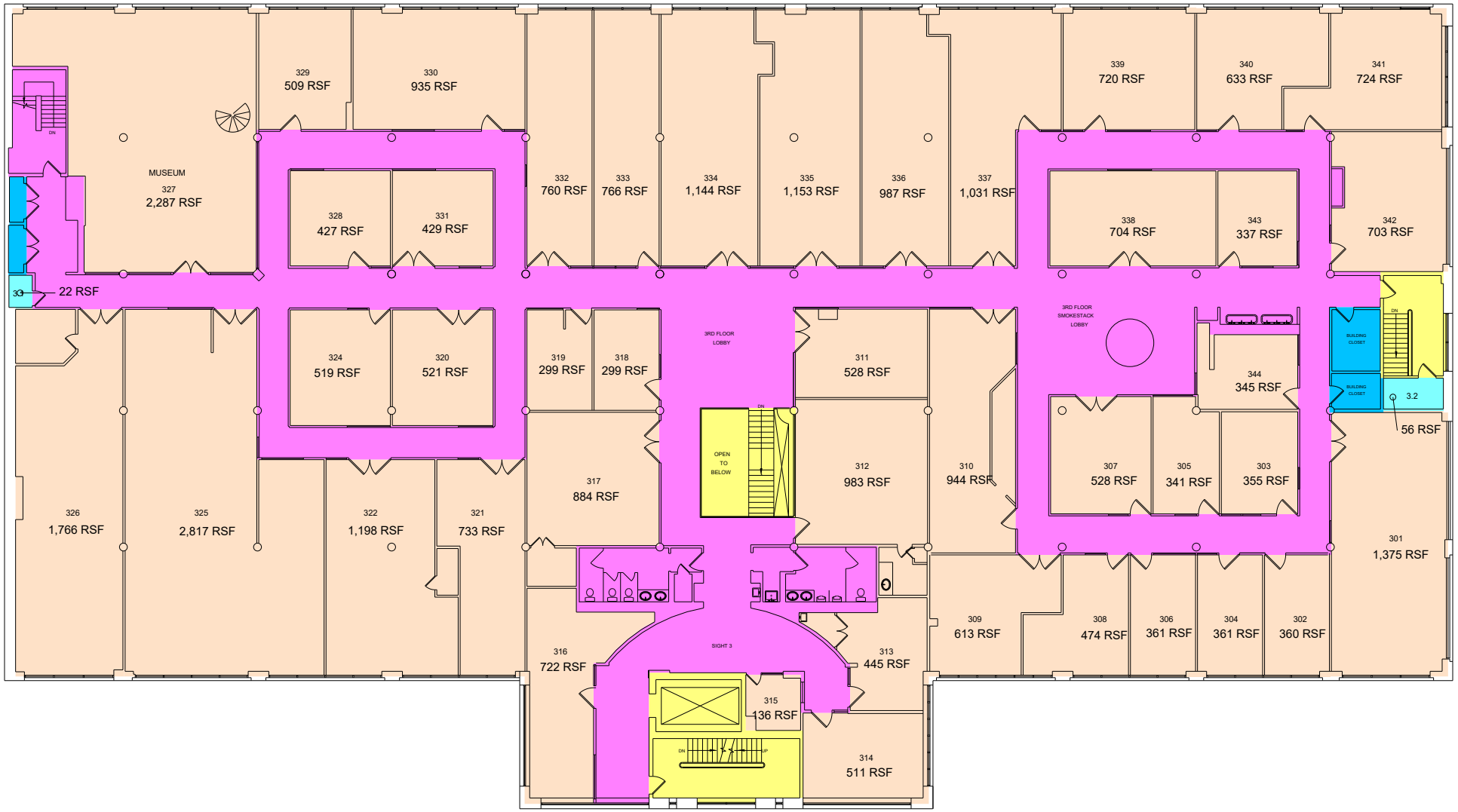
Measure Up Corp.
BUILDING MEASUREMENT SERVICES



Major Vertical Penetration	Floor Service Area	Building Service Area	Occupant Storage	Tenant Area (IPMS 3)	Building Amenity Area	Parking	Other Exclusions	Occupant Storage Corridor	Tenant Ancillary Area	Inter-Building Service Area	Inter-Building Amenity Area
11,155	4,461	669		11,996							

105 N Union Street
Floor 03
Area Categories

Measure Up Corp.
BUILDING MEASUREMENT SERVICES



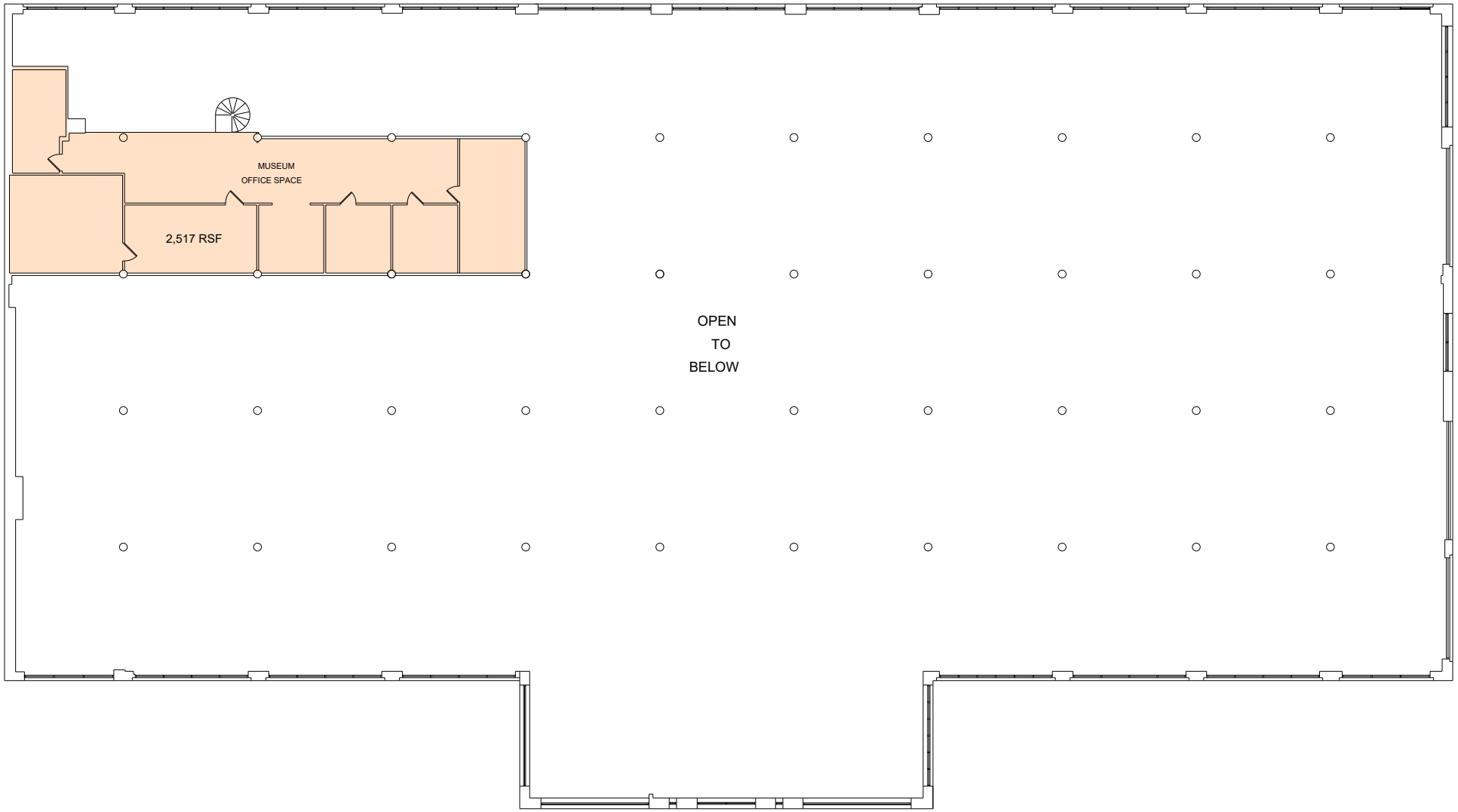
Major Vertical Penetration	Floor Service Area	Building Service Area	Occupant Storage	Tenant Area (IPMS 3)	Building Amenity Area	Parking	Other Exclusions	Occupant Storage Corridor	Tenant Ancillary Area	Inter-Building Service Area	Inter-Building Amenity Area
969	6,584	208	78	21,211							

105 N Union Street

Floor 03M

Area Categories

Measure Up Corp.
BUILDING MEASUREMENT SERVICES



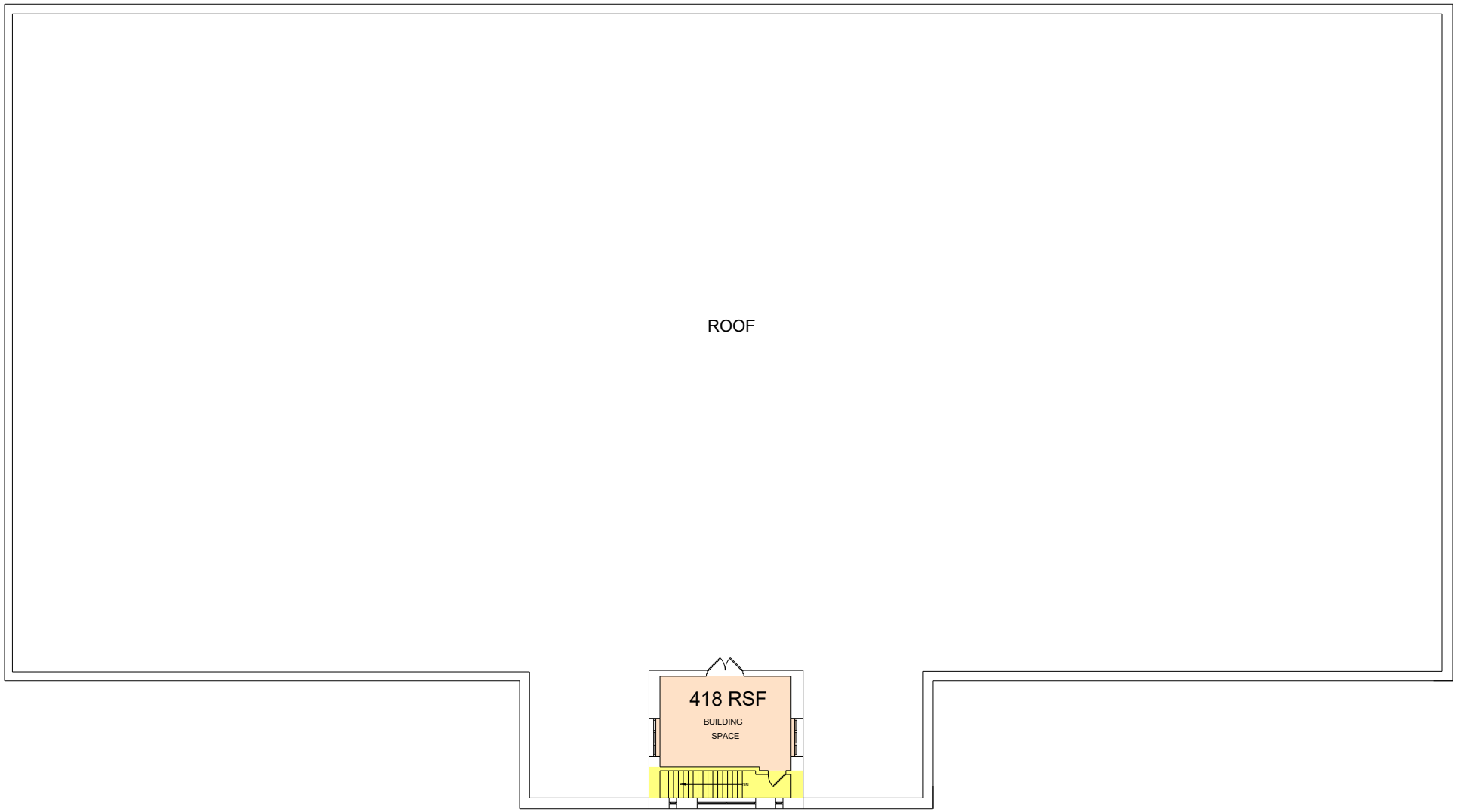
Major Vertical Penetration	Floor Service Area	Building Service Area	Occupant Storage	Tenant Area (IPMS 3)	Building Amenity Area	Parking	Other Exclusions	Occupant Storage Corridor	Tenant Ancillary Area	Inter-Building Service Area	Inter-Building Amenity Area
				2,141							

105 N Union Street

Floor 04

Area Categories

Measure Up Corp.
BUILDING MEASUREMENT SERVICES



Major Vertical Penetration	Floor Service Area	Building Service Area	Occupant Storage	Tenant Area (IPMS 3)	Building Amenity Area	Parking	Other Exclusions	Occupant Storage Corridor	Tenant Ancillary Area	Inter-Building Service Area	Inter-Building Amenity Area
134				356							

Oct Rent	FY2026 Per Sq Ft	Unit Sq Footage	Studio Number	First Name	Last Name	Lease End Date
$1,186.43	$18.45	771.66	**3**	Tea	Okropiridze	September 30, 2027
$1,186.43	$18.45	771.66	**3**	George	Tkabladze	September 30, 2027
$1,171.44	$18.45	761.91	**4**	Courtney	Kolker	September 30, 2026
$661.79	$18.45	430.43	**5**	Abol	Bahadori	September 30, 2028
$917.96	$18.45	597.05	**6**	Ruth	Gowell	September 30, 2026
$917.96	$18.45	597.05	**6**	Heasoon	Rhee	September 30, 2026
$1,433.69	$18.45	932.48	**7**	Pedro	Ledesma III	September 30, 2027
$441.23	$18.45	286.98	**8**	Tara	Barr	September 30, 2028
$757.26	$18.45	492.53	**15**	Jessica M.	Elder	September 30, 2028
$757.26	$18.45	492.53	**16**	Lisa	Schumaier	September 30, 2027
$762.83	$18.45	496.15	**17**	M. Alexander	Gray	September 30, 2027
$767.00	$18.45	498.86	**18**	Hyun Jung	Chung (Kim)	September 30, 2027
$1,289.33	$18.45	838.59	**23**	Dejan	Jovanovic	September 30, 2028
$404.45	$18.45	263.06	**24**	June	Yun	September 30, 2028
$394.77	$18.45	256.76	**25**	Mehmet	Uskul	September 30, 2026
$518.95	$18.45	337.53	**27**	Yuting	Chang	September 30, 2026
$993.01	$18.45	645.86	**30**	Val	Proudkii	September 30, 2027
$671.01	$18.45	436.43	**31**	Michele	Hoben	September 30, 2028
$691.04	$18.45	449.46	**32**	Tatyana	Shramko	September 30, 2027
$1,362.06	$18.45	885.202589	**33**	Christopher	Erney	September 30, 2027
$395.54	$18.45	257.26	**201**	Jeaim	Lee-Coverley	September 30, 2026
$395.54	$18.45	257.26	**201**	Gretchen	Raber	September 30, 2026
$395.54	$18.45	257.26	**201**	Estelle	Vernon	September 30, 2026
$546.03	$18.45	355.14	**203**	Pixie	Alexander	September 30, 2028

$321.98	$18.45	209.42	**204**	Sarah	Bentley	September 30, 2026
$316.06	$18.45	205.57	**205**	Zachary	Androus	September 30, 2028
$444.57	$18.45	289.15	**206**	Susan	Sanders	September 30, 2026
$339.10	$18.45	220.55	**209**	Brandi	Couvillion	September 30, 2028
$337.22	$18.45	219.33	**210**	Matt	Liptak	September 30, 2026
$306.93	$18.45	199.63	**212**	Tony	Man	September 30, 2026
$423.84	$18.45	275.67	**214**	Ahmed	Akari	September 30, 2026
$703.48	$18.45	457.55	**222**	Ana	Tkabladze	September 30, 2026
$651.82	$18.45	423.95	**223**	Tim	Davis	September 30, 2028
$662.42	$18.45	430.84	**224**	Rosemary	Covey	September 30, 2026
$1,618.26	$18.45	1,052.53	**225**	Gale	Wallar	September 30, 2027
$679.05	$18.45	441.66	**226**	Susan	Cohen	September 30, 2026
$679.05	$18.45	441.66	**226**	Jenae	Michelle	September 30, 2026
$679.05	$18.45	441.66	**226**	Leah	Sturgis	September 30, 2026
$305.52	$18.45	198.71	**227**	Lynn	Fernandez	September 30, 2028
$444.88	$18.45	289.35	**229**	Saya	Behnam	September 30, 2028
$1,368.28	$18.45	889.94	**301**	Cindy	Lowther	September 30, 2026
$359.78	$18.45	234	**302**	Elizabeth	Coffey	September 30, 2028
$353.92	$18.45	230.19	**303**	Carol	Talkov	September 30, 2028
$360.77	$18.45	234.65	**304**	Anna	Shakeeva	September 30, 2026
$340.19	$18.45	221.26	**305**	Dane	Dane Hamblin	September 30, 2028
$360.77	$18.45	234.65	**306**	Patrick	Kirwin	September 30, 2027
$526.87	$18.45	342.68	**307**	Sheila	Flanders	September 30, 2026
$473.50	$18.45	307.97	**308**	Nancy	Pane Fortwengler	September 30, 2027
$611.91	$18.45	397.99	**309**	Veronica	Barker-Barzel	September 30, 2027

$942.09	$18.45	612.74	**310**	Matthew	Johnston	September 30, 2026
$443.97	$18.45	288.76	**313**	Annie	Bowler	September 30, 2027
$510.20	$18.45	331.84	**314**			
$720.92	$18.45	468.89	**316**	Charlene	Nield	September 30, 2027
$882.29	$18.45	573.85	**317**	Karen	Fitzgerald	September 30, 2028
$298.77	$18.45	194.32	**318**	Zoya	Gutina	September 30, 2027
$298.75	$18.45	194.31	**319**	Tamara	Wilkerson	September 30, 2027
$298.75	$18.45	194.31	**319**	Tracy	Wilkerson	September 30, 2027
$520.49	$18.45	338.53	**320**	Kurt	Anderson	September 30, 2026
$731.62	$18.45	475.85	**321**	Murat	Sener	September 30, 2028
$731.62	$18.45	475.85	**321**	Salih Zeki	Sayar	September 30, 2028
$1,196.37	$18.45	778.13	**322**	Dhamin	Jassim	September 30, 2026
$1,196.37	$18.45	778.13	**322**	Donna	Lomangino	September 30, 2026
$517.98	$18.45	336.9	**324**	Farid	Shahsavarani	September 30, 2026
$1,761.84	$18.45	1,145.91	**326**	Margaret	Cerutti	September 30, 2026
$1,761.84	$18.45	1,145.91	**326**	Jolande	Goldberg	September 30, 2026
$426.61	$18.45	277.47	**328**	Sermin	Ciddi	September 30, 2027
$507.67	$18.45	330.19	**329**	Karen	Tyler	September 30, 2028
$933.59	$18.45	607.21	**330**	Ellen	Delaney	September 30, 2027
$428.69	$18.45	278.82	**331**	Sierra	Barnes	September 30, 2027
$759.16	$18.45	493.76	**332**	Luis Marcel	Deolazo	September 30, 2027
$765.09	$18.45	497.62	**333**	Samantha Lee	Shelton	September 30, 2028
$1,141.73	$18.45	742.59	**334**	Lori	Katz	September 30, 2028
$1,150.73	$18.45	748.44	**335**	Alison	Sigethy	September 30, 2028
$985.05	$18.45	640.68	**336**	Eunmee	Chung	September 30, 2026

$1,028.90	$18.45	669.2	**337**	Pete	Kledaras	September 30, 2026
$702.45	$18.45	456.88	**338**	Diane "Niki"	Pickett	September 30, 2026
$719.10	$18.45	467.71	**339**	Alexis	Gomez	September 30, 2026
$632.11	$18.45	411.13	**340**	Christine	Manwiller	September 30, 2026
$722.53	$18.45	469.94	**341**	Lesley	Clarke	September 30, 2027
$702.13	$18.45	456.67	**342**	Sally	Veach	September 30, 2026
$336.76	$18.45	219.03	**343**	Minwei	Liang	September 30, 2027
$344.40	$18.45	224	**344**	Luis A.	Navas-Reyes	September 30, 2028
$2,317.84	$18.45	1,507.54	**14**	Printmakers, Inc.	Edward Mc Cluney	September 30, 2026
$934.83	$18.45	608.02	**19**	Scope Gallery	Suan Ying Tillman	September 30, 2026
$749.53	$18.45	487.5	**22**	Fire On	Tracie Michelle Griffith	September 30, 2026
$327.69	$18.45	213.13	**28**	Enamelist Gallery	Nancy Thompson Yonehiro	September 30, 2026
$993.16	$18.45	645.96	**29**	Potomac Fiber Arts	Clara Graves	September 30, 2026
$1,515.24	$18.45	985.52	**202**	Discover Graphics	Andrea Gettings	September 30, 2026
$980.93	$18.45	638	**312**	Multiple Exposures	Alan Sislen	September 30, 2026
$10,756.15	$18.45	6,995.87	**1.2, 21, 213A, 213B, 215, 216, 217, 218, 219, 220, 221**	The Art League	Suzanne Bethel	September 30, 2026
$856.36	$18.45	556.98	**311, 315**	Torpedo Factory Artist Association d.b.a. TFAA	Lisa Schumaier	September 30, 2026

REAL ESTATE LEASE OF ARTIST'S STUDIO IN CITY-OWNED TORPEDO FACTORY ART CENTER BUILDING

THIS LEASE AGREEMENT is made and entered into on Month Day, Year, by and between City of Alexandria, a municipal corporation of Virginia, whose address is 301 King Street, Alexandria; Virginia 22314, (hereinafter referred to as "Landlord"), and Artist Name(s) (hereinafter referred to "Tenant").

WITNESSETH:

WHEREAS, the Landlord is the owner of the building located at 105 North Union Street, Alexandria, Virginia, the Torpedo Factory Art Center ("TFAC");

WHEREAS, the Tenant is an artist(s) leasing a working art studio space in TFAC;

WHEREAS, the mission of the TFAC is to enhance public art appreciation and education by providing the opportunity to visit working art studios and artist cooperatives and take classes;

WHEREAS, the Alexandria City Council desires TFAC to continue its integral role in the economic, cultural, and educational framework of the City of Alexandria;

WHEREAS, the TFAC seeks to provide residents and visitors with opportunity to engage renowned artists, learn the process for creating fine art, and experience the intersection of art and community;

WHEREAS, the TFAC is strategically located on the Alexandria waterfront where it serves as a gateway for visitors and a threshold for residents; and

WHEREAS, the TFAC performs a critical role in supporting the City of Alexandria's economic well-being, drawing visitors and residents to our streets and our retail and commercial establishments.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property located at 105 North Union Street, Alexandria, Virginia, Studio ### containing ### square feet of space (the "Leased Premises").

ARTICLE II - LEASE TERM

The term of this lease shall begin on Monday Day, Year, at 12:01 a.m., and shall expire on Month Day, Year at 11:59 p.m.

ARTICLE III – EXTENSIONS

No extensions are permitted under this Lease Agreement.

ARTICLE IV - RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Rent. The Leased Premises contains the number of square feet set out in Article I above. Annual rent for the term of the Lease shall be calculated by multiplying the lease square footage by the annual rent rate per square foot. The lease rate is $18.45 per square foot.

Section 2. Payment of Rent. The rent shall be payable in monthly installments of one-twelfth (1/12) of the total yearly rent, which shall be $$$ per month, due on the first day of each month. The first rent payment under this lease is $$$ and is due by Month Day, Year.

Payment can be made by check or money order, payable to the City of Alexandria. Payment should be delivered to City of Alexandria, Special Billing Operations, 301 King Street, Alexandria, Virginia 22314.

A late fee in the amount of five percent (5%) shall be assessed if payment is not postmarked or received by Landlord on or before the fifth day of each month of the scheduled payment month.

Section 3. Adjustments to Rental Rate. The Landlord shall recalculate the rental rate on October 1 each year, based upon the following factors:

a) 3% increase to total base rent;
b) Reimbursable expenditure rent rate will be recalculated each year based on estimates of actual anticipated costs for utilities and real property taxes;
c) Reimbursable expenditures will be reconciled at the beginning of each lease year, following the first year of this lease, to determine if eligible reimbursable costs were covered by payments received through the Reimbursable Expenditure Rent rate in the previous lease year. If it is determined that an underpayment condition exists, the Tenant is responsible for paying the amount of underpayment within sixty (60) days of the notice. If it is determined that an overpayment condition exists, the overpayment amount will be credited to an Energy Reserve Account to be used for energy efficiency capital projects and/or other utility cost-reduction initiative(s).

ARTICLE V − SECURITY DEPOSIT

Section 1. Security Deposit. Landlord hereby acknowledges receipt of a security deposit in the amount of one month's rental payment to secure Tenant's performance of the terms of this Lease Agreement.

Section 2. Holding of Security Deposit. Landlord agrees to hold said security deposit (and any additions thereto) in an account segregated from the regular operating accounts of Landlord for the Tenant. The security deposit, or so much as is then available after deduction of all proper charges, shall be returned to the Tenant no later than sixty (60) days following termination of this Lease Agreement. In no event shall the Tenant receive interest on the security deposit held by Landlord.

Section 3. Use of Security Deposit. Landlord may use, apply, or retain the whole or any pro rata portion of the security deposit to the extent required for the payment of any rent and additional rent or other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default in respect of any of the terms of this Lease Agreement, including but not limited to, any damages or costs of removing abandoned property, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord. Tenant may not assign or encumber the money security deposit and the Landlord shall not be bound by any such assignment or encumbrance.

Section 4. Use of Security Deposit without Termination of Lease. In the event of any default in the terms and conditions of this Lease Agreement, which default results in the expenditure of funds by the Landlord, but which does not result in the termination of the Lease Agreement, Landlord shall have the option of applying so much of the security deposit as is necessary to cover such expenditure. If all or a portion of the security deposit is so applied, Tenant shall, upon written demand, deposit with Landlord within thirty (30) days of the date of such written demand sufficient funds to bring the security deposit to the sum of one month's current rental. In the event Tenant shall fail to maintain the security deposit at the necessary amount, such failure shall constitute a ground of default.

Section 5. Tenant Responsibility Related to New Lease. At the expiration of the term of this Lease Agreement, Tenant shall be required to pay the cost of rendering the Leased Premises ready for leasing to a new Tenant, reasonable wear and tear excepted. It is expressly agreed that Tenant shall not be required to bear the cost of repainting of the Leased Premises, unless such expenditure is required due to the Tenant's decoration of the Leased Premises which causes the same to be unrentable without such repainting.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease any and all real estate taxes are included in the reimbursable expenditure rent.

ARTICLE VII − UTILITIES

Section 1. Responsibility. All utilities (gas, water, sewer, electric), building operating expenses, real property taxes and building insurance are covered in the reimbursable expenditure rent except as noted in Section 3 below. Telephone, cable, and internet are not covered and are the sole responsibility of the Tenant.

Section 2. Function. Except as otherwise provided in this Section and provided Tenant is not in default under the terms of this Lease Agreement, Landlord shall provide utilities for heating, ventilation, and cooling, lighting, electricity and water for the entire building. Heating, ventilation, and cooling need be provided only between 9:00 A.M. and 9:30 P.M. and lighting between 6:00 A.M. and midnight (except for those days on which a special function has been scheduled, in which an event would require such utilities and shall be provided until the conclusion of such special function), except on certain holidays as specified by the Landlord.

Section 3. Special Equipment. The Landlord's permission must be obtained in order to install or operate special equipment, such as kilns or welding equipment. Tenant must agree to reimburse Landlord for the estimated or measured cost of utility services for such equipment. Landlord may also require additional insurance to be obtained related to the special equipment. Landlord shall also be allowed to perform an inspection subsequent to installation.

Section 4. No Liability. Landlord shall not be liable to the Tenant for damages arising in connection with a failure to furnish, or any cessation or interruption of, the services Landlord has agreed to provide in this Lease Agreement. In such event, Landlord shall undertake good faith efforts to restore, or arrange for the restoration of, any such services at the expense of the Tenant.

ARTICLE VIII − OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. The Landlord shall be required to maintain the building in good order and condition, and shall repair only defects that are identified as safety concerns, deficiencies, deviations, or failures of materials or workmanship.

Section 2. TENANT'S Repairs. The Tenant is responsible for insuring that the Leased Premises are maintained in good repair. The Leased Premises includes the studio side of all partition walls and all additional Tenant improvements. The Tenant shall not be responsible for repairing or maintaining the building, except for maintenance, repair, or replacement necessitated as the result of the act or omission of Tenant or its licensees or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the commencement date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements; and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations, or modifications at Landlord's expense.

All such rebuilding, altering, installing, and repairing shall be done in accordance with plans and specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order, or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VIII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to, or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for which it is responsible, when applicable. Each party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims, or damage to any person or property occasioned by or arising out of the doing any such work by such party or its employees, agents, or contractors, to the extent permitted by law. Each party further agrees that in doing such work that it will employ materials of good quality,

comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX − TENANT'S COVENANTS

Section 1. TENANT'S Covenants. Tenant covenants and agrees as follows:

a. To procure and maintain any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease Agreement, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder), and reasonable wear and tear;

b. To provide copies of licenses and permits to the Landlord prior to the execution of this Lease Agreement and thereafter annually;

c. To permit Landlord and its agent to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided, that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

d. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease Agreement.

e. Landlord and its representatives may enter and inspect the Leased Premises whenever such premises is occupied and may otherwise enter, at reasonable times and upon reasonable notice, for the purposes of inspecting the Leased Premises, or performing any work or maintenance necessary to the Leased Premises or the areas beyond the top of the interior partitions. In the event of emergency, Landlord and its representatives may enter without notice, solely to deal with such emergency.

f. To maintain the Leased Premises in good repair and in accordance with the law.

ARTICLE X − INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims, or damage to any person or property while on the Leased Premises, but only to the extent caused by the negligent acts or omissions of the Tenant, its employees, agents, licensees, or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident. Landlord shall be named as an additional insured on such policy proved that such additional insured status shall not extend to the negligence of any additional insured. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the

commencement date and no such policy shall be cancellable without sixty (60) days prior written notice to Landlord. See also Article VII, Section 3 for additional insurance obligations.

ARTICLE XI − USE OF PROPERTY BY TENANT

Section 1. Use. Tenant shall use the Leased Premises in accordance with the recitals which are incorporated herein by reference. Tenant agrees that it shall not modify its use of the Leased Premises without the prior written approval of Landlord. Landlord shall have the right to establish rules governing the use of Leased Premises by Tenant in order to ensure compliance with public laws, ordinances, and regulations and to protect the Leased Premises, public areas and the public health and safety. In furtherance of this provision, Landlord shall have the right to regulate and to prohibit potentially hazardous processes, the use and storage of potentially hazardous materials and supplies and to protect public areas and the Leased Premises, and the public health and safety, by regulating and prohibiting the use of types of machinery, equipment, or materials. Failure by Tenant to comply with such rules shall constitute a default under the lease.

Section 2. Nothing herein shall give Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use, except as described in Article XX, Section 1.

Section 3. Vacating. If Tenant decides to vacate the Leased Premises prior to or upon expiration of this Lease Agreement, Tenant must provide sixty (60) days written notice of intent to vacate to the Landlord. During this 60-day period the Tenant is responsible for any and all obligations under this Lease Agreement. In the event that the Tenant vacates the premises prior to the expiration of this Lease Agreement, or upon non-renewal of this Lease Agreement, the Tenant shall be liable for removing all items of personal property and leaving the premises broom clean and undamaged. Any items of personal property left in the Leased Premises upon the termination of the term of the lease, will be deemed abandoned by the Tenant and disposed of or sold by Landlord without further notice to the Tenant. Any necessary costs of removing abandoned property will be charged to the Tenant or withheld from the security deposit.

ARTICLE XII − INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises that is not caused by Tenant or Tenant equipment or Tenant invitees, Landlord shall investigate the damage or destruction of the Leased Premises. The Landlord will have the option to file a claim with the Landlord's insurance companies issuing such policies. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof of the Leased Premises shall be the sole property of the Landlord.
For property damage to or destruction of Tenant equipment in the care, custody, and control of the Landlord, excluding damage or destruction due to fire liability, Landlord will have the option to provide coverage in the amount of $100,000 per occurrence.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or

anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises, the building and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Landlord shall pay for all insurance premiums connected with or applicable to the Leased Premises and the building for whatever insurance policy the Landlord, at its sole and exclusive option, should select, with the exception of tenant renters and/or liability insurance.

ARTICLE XIII − DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease Agreement and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be constructed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding, or restoration within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease Agreement by sending ninety (90) days written notice thereof to Landlord. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease Agreement, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease Agreement, except as hereinafter provided in Section 3 of Article XIII, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease Agreement and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations thereafter arising under the lease.

Section 3. Damage by Tenant. If the damage is the fault of the Tenant, then the Tenant shall reimburse the Landlord the cost of making repairs and there shall not be any abatement or adjustment of rent.

ARTICLE XIV − CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease Agreement and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease Agreement and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease Agreement and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease Agreement by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provision of Section 2 of this Article XIV, this Lease Agreement and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the entire Leased Premises that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease Agreement or, having such right, shall not elect to terminate this Lease Agreement, this Lease Agreement and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to the Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, equipment, and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease Agreement as the result of the provisions of this Article XIV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under the lease.

ARTICLE XV – DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

a. Tenant shall on one or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), this includes, but is not limited to, using the Leased Premises in a manner than other than as specified in the recitals and not complying with the Operating Rules and Procedures; or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); or

e. If the Leased Premises becomes vacant or deserted for a period of thirty (30) days; or

f. If the Tenant shall attempt to assign or sublet the Leased Premises in violation of the provisions of Article XX, Section 1 herein; then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease Agreement by giving Tenant notice of termination, in which event this Lease Agreement shall expire and terminate on the date specified in such notice of termination, which the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease Agreement, and all rights of Tenant under this Lease Agreement and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease Agreement arising up to the date of such

termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease Agreement as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the rent and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Leased Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease Agreement, declare immediately due and payable all rent and amounts due and coming due under this Lease Agreement for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; or

iv. Without terminating this Lease Agreement, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Leased Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Leased Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Leased Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including, without, limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be

construed as an election by Landlord to terminate this Lease Agreement unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease Agreement for any such previous default provided the same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease Agreement; or

vi. Allow the Leased Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Leased Premises; or

viii. Pursue such other remedies as are available at law or equity.

g. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease Agreement or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease Agreement.

Section 2. LANDLORD'S Self Help. If Tenant shall default in the performance or observance of any agreement or condition in this Lease Agreement contained on its part to be performed or observed and if the Tenant shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however; that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord’s interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

ARTICLE XVI − TERMINATION FOR CONVENIENCE

Section 1. The Tenant has the right to terminate this Lease Agreement for convenience. Sixty (60) days advance written notice must be provided to the Landlord. Rent and other amounts will be due through the end of the calendar month in which the 60th day falls.

ARTICLE XVII - TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease Agreement to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage.

Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease Agreement, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease Agreement, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust, or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company, or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performing hereunder, that Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease Agreement without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease Agreement, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease Agreement. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease Agreement is and shall be a first lien on the Leased Premises, subject only to any mortgage to which this Lease Agreement is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease Agreement for the term, in the manner, and upon the condition and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning,

the doctrine of "non-conforming use", or the valid and binding decision of the appropriate authority.

ARTICLE XVIII − HOLDING OVER/WAIVER/DISPUTES/NOTICE

Section 1. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease Agreement or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend of renew the term of the Lease Agreement, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rent shall be the rent in effect during the term of this Lease Agreement as extended or renewed, prorated, and payable for the period of such occupancy.

Section 2. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver of a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 4. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or address as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises; except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the forgoing, lack of funds shall not be deemed to be caused beyond control of either party.

ARTICLE XX- MISCELLANEOUS

Section 1. Assignment and Subletting. No portion of the Leased Premises may be assigned or sub-leased without the written consent of the Landlord. Any subleasing must be in conformance with the process established by and using the documents provided by the Landlord. Landlord has the authority, at its sole discretion, to assign, sublease, or license the property.

Section 2. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or

to any person designated by the other a statement in writing certifying that the Lease Agreement is unmodified and is full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Articles and Sections of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm, or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease Agreement otherwise provided, the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the two parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be create any relationship between the parties hereto other than the relationship of the landlord and tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force and effect. This Lease Agreement shall not be modified in any way except by a written amendment executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach), shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a state court of subject matter jurisdiction located in City of Alexandria, Commonwealth of Virginia.

Section 9. Common Areas. The balance of the floor area not leased to other tenants shall be deemed "common area" and shall remain under the control and operation of the Landlord. Landlord shall grant to the Tenant, its agents, customers, and all invitees, including members of the general public, the non-exclusive right, in common with the Landlord and all others to whom the Landlord has or may grant rights, to use such common areas, subject to such reasonable restrictions as the Landlord shall from time to time specify in writing. Without limiting the generality of the foregoing, Landlord guarantees to the Tenant, its agents, customers, and all invitees and the general public access to the Leased Premises via common areas without application of any fee or charge during all normal working hours. Except as otherwise provided, Tenant shall refrain from blocking, displaying art work or other materials, or interfering with the common areas and shall operate within the Leased Premises.

Section 10. Building Security. Landlord shall be responsible for all building security including the maintenance of the security systems for the building. Landlord shall permit the Tenant access to the Leased Premises outside of working normal hours and will provide such security passes as are necessary for the Tenant to enter the building outside of normal working hours and within the timeframe established for access by the Tenants to the building as established by the Landlord.

Section 11. Survival. Tenant's obligations contained in this Lease Agreement shall survive the termination or expiration of this Lease Agreement.

Section 12. Operating Rules and Procedures. The Operating Rules and Procedures are incorporated herein by reference. Landlord may amend the Operating Rules and Procedures from time to time at its sole discretion. Such amendments shall then become part of the Lease Agreement and will be considered incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

LANDLORD: CITY OF ALEXANDRIA, a municipal corporation of Virginia

by: _____ Date: _____
(Signature)

James F. Parajon, City Manager
(Print Name)

Address: City of Alexandria
301 King Street
Alexandria, Virginia 22314

TENANT(S):

by: _____ Date: _____
(Signature)

Artist Name
(Print Name)

Address: _____
(Home)

Telephone: _____ Email: _____

Torpedo Factory Art Center Operating Rules and Procedures

This document sets forth rules and procedures related to the Torpedo Factory Art Center ("TFAC"). "Landlord" refers to the City of Alexandria, Virginia. "Tenant" refers to tenants and subtenants.

1. Working and Interacting with the Public.
    a. In order to continue the tradition that artists' studios are working places rather than just shops, artists will spend a majority of their time in the studio producing artwork, not just sitting and selling. Group artists are expected to work on their art in that studio on the day they are in the studio. To the extent possible, photographers should work in their studios, and will always be available to educate the public.
    b. Work must be the artist's original concept. It must be produced by the artist or under his/her direct supervision. Work of other artists who are not juried into TFAC may not be displayed or sold in the studios or workshops.
    c. During the required hours the studio is open to the public, the artist must work in full view of the public, not behind walls and barricades except for reasons of safety or if working from a live nude model. Studio hall windows are not to be blocked by anything other than the studio address sign, a small notice board no more than 9" x 12" in size, and posted hours. Exterior windows and those that provide visual access to other studios should be clear and unobstructed except for art requiring natural light (e.g. stained glass).
2. Guidelines for Working Conditions.
    a. Noise should be kept to a minimum and be related to the needs of the working process only. Vacuum cleaners or other noisy cleaning equipment may not be used between 10:00 a.m. and 4:00 p.m. Radios, telephones, answering machines, and other equipment should be set on low volume.
    b. Children brought in by artists or children in classes must be supervised. They must be kept under control and in the studio or classroom area.
    c. Pets will be limited to dogs, which must be kept in the studio and must be leashed when walking through public areas. Dogs may not be left overnight or unattended for inappropriate amounts of time (to be determined by the Landlord). The Landlord may order the removal of any pet deemed to be a nuisance, uncontrollable, or a danger to artists, visitors, or any pet brought into the TFAC by any Tenant or visitor. Any Tenant or staff who bring any dog to TFAC must sign a Pet Agreement to indemnify the Landlord from all liability associated with such pet's presence in TFAC. In addition, a current rabies vaccination certificate must be available.
3. Special Equipment. Tenant must obtain the advance written approval of the Landlord in order to install and operate special equipment, including but not limited to, kilns and welding equipment.
4. Hazardous Activities, Materials, and Equipment. The Landlord has the right to regulate and prohibit potentially hazardous processes, the use of hazardous materials, equipment, machinery, and supplies and the disposal of such materials. Materials and equipment of a

hazardous nature must be used and stored carefully and in compliance with fire regulations. Toxic sprays (fixatives, varnishes, oil- and lacquer-based paint, etc.) may only be used in a designated spray booth. In case of emergencies, all Tenants should understand the use of fire extinguishers, the location of water, the location of fire pull boxes, the evacuation stair routes for their part of the building, and the location of the defibrillator. In case of accidental spillage, the Landlord must be notified immediately.

5. Tenant Maintenance or Construction. In accordance with the terms of its lease agreement Tenant maintenance or construction which produces heavy or toxic fumes or loud noise, may only be done when the TFAC is closed to the public, and upon consultation with the Landlord.
6. Use of Public Areas.
    a. Tenants may not use public space as an extension of their leased premises for any purpose (including signs, artwork, and storage) without the written approval of the Landlord.
    b. Use of the loading dock (for parking and/or disposal of trash) and carts must not be such to prevent their use by many people. Use of the loading dock is for loading, unloading, and trash removal. On evenings when event rentals are scheduled the loading dock accessibility by Tenants will cease at 4:30pm. In addition, the Landlord may on occasion limit access to the loading dock.
    c. After any work is completed on the dock, the dock must be cleaned up.
    d. Trash must be disposed on the lower level of TFAC. Glass must be wrapped or boxed. Per City Code, hazardous waste must be removed from the building and taken to a hazardous waste disposal site; this is the responsibility of the Tenant. All Tenant trash must be taken to the loading dock and not be put in hall trashcans or given to those cleaning the building. Large objects are the responsibility of the Tenant to dispose of.
    e. Carts must be returned promptly to the loading dock.
    f. Repair costs for damage to the loading dock, loading dock door, or carts are the responsibility of the offender.
    g. Parking is limited to thirty (30) minutes for pick up and deliveries. Tenants must list their vehicles and studio numbers on the blackboard. A fine of $25.00 will be charged after two (2) warnings for overtime parking.
    h. Under no circumstances is spraying permitted in the loading dock area or anywhere other than those areas equipped with proper ventilation.
7. Emergency Contacts. All Tenants must designate an outside emergency contact. This individual must agree to contact the Landlord in the event that the Tenant is unable to perform his/her duties under the lease or sublease and to be contacted by the Landlord regarding the Tenant's status.
8. Emergency Representatives. All artists must designate another artist to serve as an emergency representative in the event that the artist becomes physically or mentally incapacitated. The emergency representative will be given a key to the studio and access to all supplies and materials. In the event that it is necessary to physically move an artist's work without his/her presence, the emergency representative will perform or supervise this activity.

9. Tenant Security Alarm Systems. Tenants with security alarm systems will provide alarm keys, which will be accessible to the Landlord to reset in case of false alarms.
10. Tenant Lock Replacement. All lock replacements, at Tenant's expense, must be coordinated with the Landlord, who must be given access to all Tenant occupied spaces.
11. Tenant Access.
    a. Tenants will have access to the public areas of TFAC between the hours of 6:00 a.m. and 1:00 a.m. on all days the TFAC is open. This access is only for Tenants, but not the general public or other invitees.
    b. Tenants must apply to the Landlord for use of the public space for meetings or other events.
    c. All Tenants may have controlled access by non-tenants outside of normal working hours, under the following conditions:
        i. The Tenant will be responsible for meeting and escorting the invited person(s) to and from the public entrances to the leased premises. The Tenant will be solely responsible for those individuals during the entire period such person(s) is in the TFAC.
        ii. In the case of classrooms and atelier, after-hours use must be supervised by the Tenant or its representative. The Tenant is responsible for training its representatives in building rules and procedures. Designated representatives may be staff, teachers, affiliates, or classroom monitors.
        iii. In the event the Tenant desires to have an opening or other special function in his leased premises outside of normal working hours (that does not use public space), the Tenant will provide advance notice to the Landlord in writing and the Tenant will be responsible for any necessary building security and staff services. The Tenant will be solely responsible for those individuals during the entire period such person(s) are in the TFAC outside of normal working hours.
        iv. No access will be permitted which might conflict with an event scheduled under the afterhours leasing schedule. The Landlord, whose decision will be final, will make decisions as to whether such access will be in conflict. 12. Events in the Public Space. The Landlord has the exclusive right to schedule events in the public space for groups and individuals that meet certain specific criteria and pay the rent to the Landlord. Access to the TFAC by the Tenants and public during such functions shall be controlled by the Landlord and will be subject to the event contract.
13. Evacuation Plan. All Tenants and staff should familiarize themselves with the Evacuation Plan and follow the instructions provided.
14. Clean and Safe Work Environment. It is the goal of the Landlord to provide a clean and safe work environment and it is expected that all staff and Tenants will help maintain it. Anyone discovering unsafe situations or work practices should immediately notify the Landlord so that safety problems can be identified and addressed.
15. Use of Torpedo Factory Art Center Name and Logo. To the extent the Landlord can control the use of the Torpedo Factory Art Center trademark, the use of the Torpedo Factory Art Center name will be managed by the Landlord. Additionally, any events or communications

initiated by others desiring to use the Torpedo Factory Art Center name must be submitted to the Landlord for review and approval. The Landlord recognizes that the artist Tenants are responsible for marketing and promoting themselves as individuals. In furtherance of this recognition, the Landlord gives permission for the tenant artists to use the Torpedo Factory Art Center name and logo in the promotion of their own work according to the Guidelines for the use of the name Torpedo Factory Art Center and the "Torpedo Factory Art Center Style Guide".

16. Use of Images of Artists or Art. The Landlord recognizes that the visual art and artists are the property of those individuals. No use of these images will be made by the Landlord for any reason without the express permission of the artist. This permission does not extend to photographs of the TFAC that may include studios or photographs of the artists at work.
17. Coordination of Communications, Events, and Services.
    a. Events. It is the intent of both the Landlord and Tenants to attract visitors to the TFAC, as such the Landlord plans, manages, coordinates, and facilitates special public events with the intent of attracting visitors to the art center and engaging them in the activities of the art center. In furtherance of this goal, the Tenants will actively work with the Landlord by encouraging artists' participation in activities and open studios.
    b. Cleaning and Painting. Tenants must annually take part in cleaning and painting the exterior façade of the studio or gallery and the tasks of the annual Clean-up Day as requested by the Landlord.
    c. Use of Public Areas. The management of events within the TFAC is directed by the Landlord. If any Tenants desire to use space outside of their Leased Premises, the space will be made available in accordance with the standard building rental policies.
    d. Building Maintenance and Related Services. Building maintenance and related services will be handled by the Landlord. Requests for service and notifications of problems should be submitted in writing to the Landlord.
18. TFAC Days and Hours of Operation. TFAC shall be open to the public all year with the exception of the following dates: New Year's Day, Easter Sunday, the Fourth of July, Thanksgiving Day, and Christmas Day. TFAC's hours are as follows: every day 10:00 a.m. until 6:00 p.m. with additional potential extended hours for public events. TFAC may close to the public at 5:00 p.m. for privet event rentals.
19. Hours.
    a. To keep TFAC open and vital for visitors it is essential that studios be open.
    b. The required hours per week for each studio are as follows:
        i. Single artist studios must be open to the public a minimum of 1456 hours per year (this averages 28 hours per week).
        ii. Two-artist studios must be open to the public a minimum of 1872 hours per year (this averages 36 hours per week).
        iii. Three-artist studios must be open to the public a minimum of 2080 hours per year (this averages 40 hours per week).
        iv. Four or more artist studios must be open to the public a minimum of 2496 hours per year (this averages 48 hours per week).
    c. Hours must be met during the hours the TFAC is open to the public.

d. Artists must clearly post hours open on their doors, even if this changes day by day.
e. Although a studio's minimum open hours are described in terms of average hours per week, the studio may be open fewer hours during some weeks and extra hours during other weeks and still fulfill the minimum yearly hours requirement.
f. Regardless of how many hours have been worked ahead of time or will be made up for later, no studio may be closed for more than three consecutive weeks at a time.
g. In order to meet the hours requirements, subtenants may be sought.
h. Artists must be present in their studios in the TFAC the specified number of hours.
i. Artists may also use studio assistants. However, assistants do not relieve artists or studios of their hours obligations. As assistant must be conversant with all aspects of the studio artists' work and be prepared to communicate with the public. An assistant may not display, promote, or sell his/her own work in the studio.
j. All artists must keep accurate contemporaneous records of studio hours worked. Records must be made available to the Landlord upon request.

20. Lease Guidelines.
    a. Occupants. All artists occupying studio space must be either tenants or subtenants whether rent is shared or not. (Students, apprentices, assistants, and gallery members are not occupants.)
    b. Subleasing. In accordance with the lease agreement, the Tenant(s) (who has a lease with the Landlord) may sublease the studio in accordance with the Landlord's process and documents which includes, but is not limited to the following:
        i. Requests for subleases must be submitted in writing to the Landlord. Such requests must be made by all signatories to the lease.
        ii. Lease holding artist(s) may sublease to take a leave from the studio where the lease holder is not present in the studio during the sublease ("Artist Replacement Sublease"), or sublease and remain in the studio where the subtenant is treated similar to a co-tenant ("Artist Addition Sublease").
            a. Artist Replacement Sublease: Artist Replacement Subleases shall not last for more than a total of four months in a lease (starting at the beginning of a lease) except during a leave of absence (as described herein).
            b. Artist Addition Sublease:
                i. Every additional subtenant increases the number of artists in the studio by one, therefore increasing the number of required studio hours as described in section 19 "Hours" part b.
                ii. Subtenants shall complete a required four (4) month trial sublease in a studio prior to subleasing longer.
                iii. After the completion of the four (4) month trial sublease in a particular studio, the subtenant may, through the Landlord process described herein, sublease in that studio for up to one (1) year renewable periods until the end of the lease or subtenants' tenure on the wait list.

iii. The lease holding artist(s) or subtenant may cancel the Sublease Agreement at any time with 30 days' notice from one party to the other parties.
iv. No greater than four (4) artists may share a studio to include lease holders and/or subtenants.
v. If a subtenant is not upholding their end of the Sublease Agreement, the lease holder may petition the Landlord to terminate the Agreement.
vi. Subleases may only be entered into with juried artists on the wait list.
vii. Subleases will only be permitted using the sublease document provided by the Landlord.
viii. A sublease can only be entered into upon the written approval of the Landlord, which requires the Landlord's review of the sublease.
ix. The sublease will have as an attachment a document listing the rent charged, other expenses of the studio agreed upon be all parties, amount and location of display area and workspace available to the subtenant, and the number of hours to be kept by the subtenant. This attached document may be amended with written agreement of all parties. This shall be provided to the Landlord prior to the approval of the sublease. Rent charged to the subtenant is not to exceed rent paid by the artist for the entire studio.
x. In case of hardship or unusual circumstances, appeal may be made to the Landlord.

c. Leave of Absence for One Year.
i. When an artist wishes to take a leave of absence for up to one year for study or other valid reason, he/she must submit a written request to the Landlord.
ii. During the term of the lease, only one leave of absence is permitted.
iii. The tenant remains responsible for the studio rent as specified in the lease.
iv. The artist may sublease the studio.
v. Co-tenants may decline to sublease but must then pay the full rent.
vi. If there is no sublease, the artist on leave is not counted when calculating the minimum number of hours the studio must be open.

d. Multi-artist lease. If a co-tenant desires to terminate his/her lease, the remaining cotenants may seek the Landlord's permission to:
i. Enter into a new lease to add a juried artist from the wait list to the studio for the remainder of the 36 month term of the original lease by submitting a written request to the Landlord or
ii. Sublease in accordance with the lease and the Landlord's requirements as set forth herein.

e. Studio Vacancies. Landlord will establish guidelines in consultation with artists when a space becomes vacant.

21. Guidelines for Workshops.
    a. A workshop is a studio containing equipment and facilities shared equally by a group of at least five artists dedicated to the purpose of creating work in, and advancing knowledge of, a specific medium.
    b. Each member of the workshop shall be considered a signatory to the lease and subject to all conditions therein.
    c. The studio must be of a size to permit the majority of members to work at one time. Space and major equipment must be shared equally.
    d. Workshops may present membership candidates to the Landlord for approval if the candidate has first met with the approval of all workshop members. If approved, candidates become workshop members. However, candidates gaining membership via this process may not lease or sublease in other studios without being a juried artist.
    e. Additional members may be drawn from the juried list. If there are no appropriate artists on the waiting list in the workshop's medium, one juried artist from another medium may join the workshop.
    f. Costs of the studio, including rent, must be paid by equal assessment or out of commissions and sales established for this purpose.
    g. The workshop must be open at least 40 hours a week during public hours. An effort should be made to be open at all the hours of the TFAC. Each member of the workshop is required to meet the individual artist's minimum hours as set forth herein.
    h. Any group considering themselves a workshop or intending to become one under these guidelines must have their workshop approved in writing by the Landlord.
22. Guidelines for Galleries.
    a. The purpose of a gallery is to present to the public juried work by a broad spectrum of artists which meets the highest standards of aesthetic excellence and craftsmanship, and to provide many artists the opportunity to participate in regularly scheduled juried shows.
    b. The organization and jurying of shows will be such as to ensure the highest quality:
        i. All shows will be juried. There will be a minimum of 10 shows per year. A minimum of 5 shows per year will be juried be a qualified juror from outside the TFAC. The gallery may appoint a member to work in conjunction with the juror. Shows shall be selected in accordance with the criteria established by the gallery and approved in writing by the Landlord.
        ii. Work exhibited will follow criteria for original work as stated herein, excepting the requirement that members' work be created on the premises.
        iii. The galleries will make every effort to present varied shows of high quality. Only work juried for the current show may be exhibited.
    c. The gallery will fulfill an educational role by providing information to the public on the relevant media.
    d. The gallery will be open to the public during normal TFAC hours (a minimum of 50 hours per week) and will be open every day that the TFAC is open. The gallery will be staffed by a gallery member or staff person familiar with the medium.

e. The gallery representative will keep the Landlord informed of gallery activities.

23. Standards and Practices for Fine Arts and Fine Crafts. To further implement these rules, the following standards and practices have been established with particular regard given to quality and craftsmanship.
    a. Originality.
        i. Work must be the artist's original concept. It must be produced by the artist or under his/her direct supervision.
        ii. Commercially made supplies and parts that are not incorporated into the artist's work must not be exhibited or sold separately (e.g. uncut stained glass, jewelry chains, commercially produced beads and findings, among others).
        iii. Commercial supplies and parts must be only a minor element of the finished piece so that it will show the hand of the artist.
        iv. Framing or repairs of work other than the artist's own work is not permitted at TFAC.
        v. Original work is that which is conceived and executed by the artist. Only limited assistance is acceptable in the execution of the work.
        vi. Emphasis of artist's work should be on one-of-a-kind pieces or responsibly sized (in numbers) editions.
        vii. Any artist using technology that yields multiples, in any step in their process, must provide information about the process to visitors or purchasers.
        viii. The term "Original Print" is reserved for hand-pulled prints from a physical matrix.
        ix. No commercially produced article will be displayed with or as original art unless it functions as a minor part of the original final work. (Examples of supporting parts: frames, sculpture bases, jewelers' findings, beads, etc.)
        x. Kits are not to be sold in studios.
        xi. Artists may sell commercially produced cards. xii. The only books and catalogs that an artist may sell in his/her studio are those in which the artist is represented.
        xii. Artists shall have the freedom to grow aesthetically but must adhere to the standards and practices for the medium in which they are working.
        xiii. xiv. Artists using purchased components must present a finished piece in which the focus is on his/her own design rather that the purchased components.
        xv. Information will be available in each studio to identify and explain the methods and materials used in creating the work.
    b. Medium-Specific Standards and Practices.
        i. Art Glass – stained glass, etched/engraved glass, fused glass, flamework, cast glass, enameling
            1. No commercial patterns or kits allows.
            2. No imitation stained glass, such as plastic overlay, is allowed.
            3. Multiples of design are acceptable.
            4. Containers that are not food-safe will also be labeled.

ii. Ceramics
1. Original; and subsequent castings.
2. Food containers must be food-safe. Containers that are not food-safe must be clearly labeled.

iii. Engraving
1. Only hand engraving is acceptable.

iv. Fibers
1. Emphasis should be on one-of-a-kind pieces and not production work.
2. No direct use of commercial patterns or kits.

v. Jewelry
1. The concept and the hand of the artist must be the focus of all of the work.
2. Original; and production pieces.
3. A jewelry piece should not be just the sum of its parts, but must become an original concept.
4. Purchased components that evidence significant artistic involvement, i.e., carved stones, strung beads or other materials, can only be used as a minor contributing part, both in visual volume or concept of a finished art work.

vi. Musical Instruments
1. Majority of work done in the studio should constitute making of new instruments.

iv. Painting, Drawing, Collage, Mixed Media
1. Original, and subsequent reproductions. Any reproductions must be accurately labeled as reproductions.

v. Photography and Digital Art
1. Photographic prints for display and sale in the studio must be either
   a. Produced entirely by the artist or
   b. Produced by a printer-craftsman (either commercially or custom) following the specific instructions of the artist as so indicated. Photographers who do not print their own work must so indicate.

vi. Printmaking
1. Original, and subsequent reproductions.
2. Original prints are limited works in which the matrix (plate, stone, block, film, positive, stencil, computer image, etc.) is conceived and executed by the artist. The Edition must be produced by the artist or under his/her supervision.
3. If a print is produced in its entirety by the artist, the abbreviation “imp.” (Impressit) may be placed after the artist’s signature to so indicate.
4. In the case of artist collaboration within TFAC, each artist should sign the print.

x. Sculpture.

1. Original; and subsequent castings. Sculpture may be cast outside TFAC if the materials used in casting cannot safely or realistically be used inside TFAC by the artist (e.g. metals, resins).
2. Every sculpture will be durable, safe, and well crafted. 24. Communication. The success of the TFAC is based upon a collaborative relationship between the Landlord and Tenants. Therefore, to encourage open communication the Landlord will designate a liaison to be available regularly by appointment to meet with Tenants about concerns related to the TFAC. Tenants must first submit their concerns in writing to the Landlord. The Landlord can assist with matters related to leases between the Landlord and its Tenants and the operations of the TFAC.

25. Conduct. TFAC is an open and collaborative environment, as such everyone should treat others with respect and courtesy; express their ideas in an open and helpful manner; demonstrate honesty and integrity in their comments and actions; listen and let others express their ideas and opinions; and if a decision is made with which you do not concur, agree to disagree and/or use appropriate means of civil or civic recourse, and move on.
26. Reporting. The TFAC is a public space and strives to provide a welcoming and positive environment for visitors, staff, artists, and students. In view of this goal and the common interest in the success of TFAC, Tenants and staff should report any activity that is contrary to this mission to the Landlord.
27. Modification. These rules may be modified at the discretion of the Landlord. This includes modifications to insure compliance with public laws, ordinances, and regulations to protect the TFAC, or public areas, and the overall public health and safety of the TFAC.

Date: November 8, 2022

FY2025 Rentals

EVENT DATE	EVENT TYPE	TFAC SPACES RENTED	GUEST COUNT
7/7/2024	Private Event	Overlook Room	20
7/27/2024	Baby Shower	Overlook Room	30
8/30/2024	Corporate Meeting	Overlook Room	10
9/1/2024	Wedding	Grand Hall Riverview Room Overlook Room	205
9/7/2024	Wedding	Grand Hall Riverview Room Overlook Room without 3rd Floor	150
09/17/2024- 09/19/2024	Corporate Meeting	Overlook Room	8
9/21/2024	Wedding	Grand Hall Riverview Room Overlook Room	95
9/26/2024	Corporate Meeting	Overlook Room	50
9/28/2024	Wedding	Grand Hall Riverview Room Overlook Room One hour reheasal	150
10/4/2024	Corporate Event	Grand Hall	100
10/5/2024	Wedding	Grand Hall Riverview Room Overlook Room One hour reheasal	150
10/11/2024	Private Event	Grand Hall	90
10/26/2024	Wedding	Grand Hall Riverview Room	100
11/2/2024	Wedding Reception	Grand Hall Riverview Room	190
11/8/2024	Corporate Event	Grand Hall	245
11/9/2024	Wedding	Grand Hall Riverview Room Overlook Room	85

11/10/2024	Wedding	Grand Hall Riverview Room Overlook Room	95
11/23/2024	Private Event	Grand Hall	50
12/4/2024	Corporate Event	Grand Hall	120
12/6/2024	Private Event	Grand Hall Riverview Room	120
12/7/2024	Wedding Reception	Grand Hall Riverview Room	145
12/13/2024	Corporate Event	Grand Hall	100
12/14/2024	Private Event	Overlook Room	60
12/14/2024	Birthday	Grand Hall Second Floor	175
12/18/2024	Corporate Meeting	Riverview Room	11
1/25/2025	Private Event	Overlook Room	90
1/31/2025	Private Event	Overlook Room	100
2/6/2025	Private Event	Overlook Room	60
2/8/2025	Mitzvah	Grand Hall Second Floor Riverview Room	175
2/14/2025	Wedding	Grand Hall Riverview Room Third Floor w/out OLR	150
3/1/2025	Alexandria Harmonizers Inc. (d/b/a Alexandria A Cappella Collective)	Grand Hall	200
3/8/2025	Wedding	Grand Hall Riverview Room Third Floor w/out OLR	150
3/13/2025	Corporate Meeting	Overlook Room	55
3/29/2025	Private Event	Grand Hall	300
4/5/2025	Prom	Grand Hall	180

4/25/2025	Prom	Grand Hall Second Floor Riverview Room	550
4/26/2025	Prom	Grand Hall Second Floor Riverview Room	500
4/29/2025	Reunion	Overlook Room	30
5/10/2025	Wedding	Grand Hall Riverview Room Third Floor	135
5/16/2025	Private Event	Grand Hall Second Floor	150
5/22/2025	Political Campaign	Grand Hall	200
5/29/2025	Prom	Grand Hall Riverview Room	105
6/5/2025	Corporate Meeting	Overlook Room	40
6/6/2025	Corporate Event	Grand Hall	250
6/7/2025	Mitzvah	Grand Hall Second Floor	145
6/14/2025	Wedding	Grand Hall Riverview Room Overlook + third floor	220
6/27/2025	Prom	Grand Hall Riverview Room Overlook + third floor	50
7/10/2025	Corporate Meeting	Overlook Room	8
7/19/2025	Wedding	Grand Hall Riverview Room Overlook + third floor	200
7/26/2025	Wedding	Grand Hall Riverview Room Second Floor	120
7/27/2025	Private Meeting	Overlook Room	70

Deri Collingwood
Senior Private Event Rental Manager
Torpedo Factory Art Center
deri.collingwood@alexandriava.gov
703.746.4588

FACILITY RENTAL AGREEMENT FOR USE OF CITY OWNED TORPEDO FACTORY ART CENTER EVENT SPACE

This Agreement is made on the Day of Month Year by and between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia, whose address is 301 King Street, Alexandria, Virginia, 22314 ("City") and Name(s) ("Renter").

WITNESSETH:

WHEREAS, the City is the owner of the building located at 105 North Union Street, Alexandria, Virginia, 22314, the Torpedo Factory Art Center ("TFAC");

WHEREAS, the Renter is an individual or organization who wishes to temporarily rent an event space in TFAC; and

WHEREAS, the Alexandria City Council has determined that it is in the best interests of the public to rent the space to support the public programs and public exhibitions of the TFAC;

WHEREAS, the event organized by the Renter shall be limited to the activity stated on this Agreement and;

WHEREAS, TFAC is made available on an equitable basis, regardless of the beliefs or affiliations of the individuals or groups requesting the rental;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

I. EVENT

A. EVENT DATE AND TIME:

1. The Event shall take place on: Day, Month, Year
2. Name of Event/Type of Event: NAME
3. Guest Count Approximation: TBD
4. Event Time
   - Renter will have access to the TFAC at: 0:00 PM EST
   - Event begins at: 0:00 PM EST
   - Event ends at: 00:00 AM EST
   - Vendors depart one hour after Event End Time stipulated above.
5. Rental Time: 5 PM to 1 AM or 6 PM to 1 AM.

A. EVENT VENUE: City grants Renter use of the:

- ☐ Yes ☐ No **Grand Hall** located on the First Floor with approximately 5,945 sq ft of space.
- ☐ Yes ☐ No **Pantry** located on the First Floor, used for Event preparation only, not for guests (rented only with Grand Hall or Riverview Room).
- ☐ Yes ☐ No **Riverview Room (Studio 208)** on the Second Floor, consisting of approximately 303 sq ft of space.
- ☐ Yes ☐ No **Overlook Room (Studio 325)** located on the Third Floor, consisting of approximately 1,829 sq

ft of space. Renters and vendors may access Overlook Room at 4 pm to begin set up.

- ☐ Yes ☐ No **Second Floor Hallways** (rented only with Grand Hall).
- ☐ Yes ☐ No **Third Floor Smokestack Lobby** consisting of approximately 683 sq ft of space (rented only Grand Hall, Second Floor Hallways, and/or Overlook Room.)
- ☐ Yes ☐ No **Third Floor Center Landing** consisting of approximately 560 sq ft of space (rented only with Grand Hall, Second Floor Hallways, and/or Overlook Room.)

B. EVENT CAPACITY:

1. Renter is responsible for ensuring that attendance at the Event in TFAC does not exceed capacity limits and that the building is in compliance with barrier-free design standards mandated by the ADA and local fire code ordinances. Renter shall ensure a minimum of a three (3) foot wide egress shall be available for each emergency exit labeled "Exit".

2. Renter, Renter's agents, employees, vendors, caterers, or attendees may not block the elevator.

3. Reception limits set below are exclusive of rental equipment. The capacity limits for the TFAC venue (each a "Venue") are as follows:

Event Venue capacity shall be as follows:

- Grand Hall located on the First Floor:
  - Seated at tables / dinner style: Shall not exceed 220 people.
  - Theater-style seating: Shall not exceed 400 people.
  - Standing without furniture: Shall not exceed 700.
- Riverview Room (208) on the Second Floor:
  - Seated Theater Style: Shall not exceed 20 people.
  - Seated at tables: Shall not exceed 15 people.
  - Standing should not exceed 25 people.
- Overlook Room (325) located on the Third Floor:
  - Seated at tables / dinner style: Shall not exceed 30 people.
  - Theater-style seating: Shall not exceed 61 people.
  - Standing without furniture: Shall not exceed 91 people.
- Grand Hall located on the First Floor and Second Floor Hallways
  - Seated at tables / dinner style: Shall not exceed 220 people.
  - Theater-style seating: Shall not exceed 400 people.
  - Standing without furniture: Shall not exceed 720 people.
- Grand Hall located on the First Floor, Second Floor Hallways, and Third Floor Landing at the top of the staircase:
  - Seated at tables / dinner style: Shall not exceed 236 people.
  - Theater-style seating: Shall not exceed 400 people.
  - Standing without furniture: Shall not exceed 720.
  - The City shall provide a staff of three (3) to accommodate a capacity of 249 guests. For guest counts above 250, Renter shall be charged an additional fee so City may provide one security officer per every 250 people. (A list of Fees is attached as "Attachment. Fees: Section: F.")

4. Renter shall provide City with a final guest count at least thirty (30) days prior to the start of the Event.

5. ENTRANCE AND EXIT**:** The Event entrance and exit doors that will be unlocked shall be:

- ☐ Yes ☐ No Union St Door (not ADA accessible)
- ☐ Yes ☐ No Waterfront Door South (ADA accessible, devoted to caterer pantry)

- ☐ Yes ☐ No Waterfront Door North as requested (accessible to patio/ ADA accessible)
- ☐ Yes ☐ No King Street Arcade Door (seldom used)

6. An Event Diagram, showing tables, chairs, dance floor, vendors, bars, décor, etcetera shall be provided by the Renter to the City, and approved by the City, at least thirty (30) days in advance of the Event date for any event with less than 249 guests. For an event with over 250 guests, Renter shall submit an Event Diagram as described above at least ninety (90) days in advance so that the City may review the plan with a Fire Marshal. (A diagram of the event venue is attached as "Attachment A.")

7. An Event Timeline (also known as an Event Brief or Run of Show) delineating the chronological series of events (as described below) and actions that will take place during the rental period shall be provided by the Renter or their agents to the City, and approved by the City, at least thirty (30) days in advance of the Event Date for any event with less than 249 guests. For an event with over 250 guests, Renter shall submit an Event Timeline at least ninety (90) days in advance so that the City may review the plan with a Fire Marshal. Timelines should minimally include the following information:

    a. Time vendors arrive for set-up – (state which vendor will use loading dock).
    b. Time host/guest of honor/couple/wedding party arrive at Torpedo Factory.
    c. Time Officiant and/or DJ arrives for soundcheck.
    d. Time doors open for guests.
    e. Invite time.
    f. Ceremony/Event start time.
    g. Processional details.
    h. Recessional details.
    i. Start time of cocktail hour.
    j. Start time of dinner.
    k. Ceremony traditions to include:
        i. Dances
        ii. Cake Cutting
        iii. Speeches
    l. Time guests depart.
    m. Time vendors depart.

D. <u>CONTACT INFORMATION:</u>

All communications regarding this Agreement from the City to the Renter shall be conducted through at least one of the following three methods:

Renter A.

a. Name: _____
b. Email: _____
c. Mail/Address: _____
d. Telephone: _____

Renter B.

a. Name: _____
b. Email: _____
c. Mail/Address: _____
d. Telephone: _____

If any of this information changes it is the responsibility of the Renter to notify the City in writing immediately.

Questions regarding the Agreement from the Renter to the City may be made by contacting TFAC Senior Private Event Rental Manager, Deri Collingwood at:
Email: deri.collingwood@alexandriava.gov or torpedofactory@alexandriava.org
Address: 105 North Union Street, Alexandria, Virginia 22314
Telephone: 703.746.4588 or 703.746.4570

II. FEES AND DEPOSITS

A. The total cost for use of the TFAC as set forth in this Agreement is $**TBD**. (This fee does not include the security deposit.)

B. To reserve the TFAC on the date requested, the City requires that this Agreement be signed by all parties and an initial, refundable Security Deposit of $1500.00 is due at the time of signature.

C. The total cost for use of the TFAC is exclusive of the required, refundable Security Deposit and other Fees set forth in paragraph III, Security Deposit/Other Fees below.

D. The remaining amount due must be paid sixty (60) days before the Event. Fees shall be paid in full upon receipt of an invoice from the City without deduction from the Security Deposit. Rental fees paid via credit card are subject to a processing fee.

Scheduled Payment	Amount	Date Due
Refundable Security Deposit	$1500.00	With Signed Contract
Remaining Balance	$00.000	Month, Year

Breakdown of Event Fees:

Main Hall:	$TBD
Riverview Room:	$200.00
Overlook Room with third floor:	$1500.00
Refundable Security Deposit:	$1500.00
Total:	**$TBD**

The initial Security Deposit of $1500.00 is to secure your date and is non-refundable if Renter cancels 120 days prior to the Event. Should the City resell the Event Date to another party, in which case, the Renter's initial Security Deposit of $1500.00 will be refunded and could be subject to a $25.00 deduction for administrative fees.

III. SECURITY DEPOSIT/OTHER FEES

A. Renter agrees to pay the City of Alexandria a total of $1500 (Initial Security Deposit) at least thirty (30) days in advance of the Event Date as a security deposit. The security deposit will be returned within sixty (60) days after the end of the Event or when all accounts are settled, less any expenses incurred to restore the premises to its previous condition. The Renter is liable for all overtime fees, additional cleaning charges, and/or damages, incurred as a direct result of the Event. If these fees exceed $1500, the City will send Renter an invoice for the amounts due, in excess, of the Security Deposit and these added sums are due payable to the City upon receipt of the invoice.

B. If vendors enter TFAC before the contracted time Renter is granted access to TFAC and begins to set up. A charge of $300 for each additional half hour, or $150 for every fifteen minutes will be applied to the Retner and will be deducted from the security deposit.

C. A storage fee of $397 shall be added for every night items are left overnight in the building without maiking prior arrangements with the venue manager.

D. An additional fee of $50 shall be charged to the Renter for events with guests totaling 250 or more, or an additional $100 shall be charged to the Renter for events with guests totaling 500 or more.

E. Optional services (detailed in Attachment F of the contract) include and if checked yes, shall be paid by the Renter, and is included in the Fee List above and shall be paid by the Renter at least thirty (30) days in advance of the Event:

- ☐ Yes ☐ No Use of the A/V Projection Screen and projector is available to Renters for a $50 additional fee (reflected in the fee listed in Attachment F).
- ☐ Yes ☐ No Use of the Portable A/V Monitor is available to Renters for a $50 additional fee (reflected in fee listed in Attachment F).
- ☐ Yes ☐ No A wedding rehearsal time of $50 per hour during the week of or before the Event on a space-available basis. Rehearsal time the night before the event date shall not be guaranteed although every effort will be made to accommodate the Renter.

IV. CANCELLATION

A. If cancellation occurs 120 days prior to the contracted Event date, the full amount of the security deposit will be returned. The City reserves the right, at its sole discretion, to cancel events due to unforeseen and/or emergency and/or safety issues. If the City cancels the Event, any and all funds held by the City shall be refunded to the Renter in full within sixty (60) days.

B. If the City of Alexandria is closed due to emergency weather conditions, the TFAC shall close to the public. In such situations, Event Rentals may still be held at the sole discretion of the City.

C. Failure of the Renter to comply with any of the terms and conditions of this Agreement and/or to comply with the terms and conditions in a timely manner may result in cancellation of this Agreement. If the Agreement is cancelled by the City, pursuant to this paragraph, the City assumes no responsibility for costs incurred by Renter prior to or as a result of cancellation of the Event.

D. The City reserves the right to terminate this Agreement and retain the security deposit if Renter fails to provide the following at least thirty (30) days in advance of the Event date:
- A security deposit and full final payment (see “FEE”, “SECURITY DEPOSIT” above in paragraphs II, III).
- A certificate of insurance documenting coverage (see “CERTIFICATE OF INSURANCE in paragraph IX).
- A list of all agents, employees, vendors, and caterers hired to work in TFAC and their contact information (see “AGENTS, EMPLOYEES, VENDORS, CATERERS CONTRACTED BY RENTER” in paragraph XIV).
- An Event Diagram for approval by the City if less than 249 guests shall attend (see “BUILDING AND ART INSTALLATIONS” in paragraph VI).
- An Event Timeline (also known as an Event Brief or Run of Show) delineating the chronological series of events and actions that will take place during the rental period shall be provided by the Renter.

V. ALCOHOL SALES, SERVING, AND CONSUMPTION

A. ABC License. If alcohol will be served, sold, or consumed at the Event, the Renter or their hired vendors, catering services, or agents shall obtain an ABC license through the Virginia Department of Alcoholic Beverage Control Board and provide the City with a copy of the ABC license at least one (1) day before the Event.

B. The Renter shall ensure that all alcoholic beverages are served, sold, and consumed per the laws and regulations of the Commonwealth of Virginia by catering services, agents, or guests. No open containers of alcohol shall leave the building, no one shall be over-served and no one under the age of 21 shall be served or consume alcohol.
C. The City reserves the right for its staff to end the service of alcohol to any individual or the Event if laws are not obeyed.

VI. BUILDING AND ART INSTALLATIONS

A. Renter acknowledges that TFAC is primarily an art making and exhibition space with regularly changing exhibits and displays by professional and student artists. Arrangements by Renter for event set-up, décor, catering, and music shall be approved in advance by the City. All existing Artwork shall remain intact during the Event unless moved by TFAC Staff.

B. Renter shall be fully liable, and to indemnify City, City agents, and employees, for any costs and damages resulting from Renter or Renter's agents moving artwork, with or without written City approval.

C. Renter shall be fully liable and shall indemnify the City, City agents, and employees for any costs for damage to artwork resulting from excessive sound, unauthorized access to space, or other activities that have not received prior written approval of the City.

D. Music decibels in the Main Hall may be no louder than 80 dB.

E. Music decibels in the Overlook Room may be no louder than 60 dB.

VII. DECORATIONS

A. Items shall not be hung on the walls, affixed to any surface, or suspended from the roof, catwalk, atrium without the prior written approval from the City.
B. Free-standing objects shall not be erected in TFAC without prior written approval from the City.

C. To protect the historic building and artwork displayed within the TFAC, the following shall be prohibited:
    1. Confetti
    2. Glitter
    3. Décor with adhesive
    4. Open flames (excluding sterno candles for food service. No propane grills. Use of decorative candles is only permitted when enclosed in glass and placed on tables. Only three decorative open flame candles are permitted per table. No open flame candles may be placed on floors.)
    5. Untethered balloons
    6. Animals aside from leashed dogs
    7. Fountains
    8. Sparklers
    9. Fog machines

VIII. INDEMNIFICATION

A. Renter agrees to assume all responsibility for any injury to persons attending the event, or loss of their property. Renter also agrees to assume responsibility for damage to or theft of City property and artwork and property of the City and/or TFAC resident artists by anyone attending the event to the extent that the negligence, recklessness, or willful conduct of the TFAC staff does not directly cause any such occurrences.

B. The City its agents and employees, do not accept any responsibility for damage to or loss of any articles or property left at TFAC prior to, during or after the Event.

C. The Renter accepts full responsibility for any damage done to the TFAC and all injury and/or damages to, City agents and employees by the Renter's agents, employees, vendors and/ or caterers, guests, invitees, under the Renter's control and/or direction.

D. Renter agrees to indemnify, defend, and hold harmless the City, City employees, officers, directors and agents from and against any and all claims, demands, actions, causes of action, damages, liabilities and expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of and/or provision of, service, and dispensing by Renter's employees, vendors, caterers or agents of alcoholic beverages at TFAC.

E. Renter also agrees to indemnify and hold harmless the City, City employees, officers, directors and agents from and against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about City or to the property itself resulting from any act done, or omission by or through the Renter its agents, contractors, vendors, employees, invitees, or any person on the premises of TFAC by reason of Renter's use or occupancy thereof. These may include, but is not limited to accident, injury or damage to property arising from any act of the Renter's guests, whether intentional or negligent, which may occur during the Event which is the subject of this Agreement.

F. Renter agrees to pay all costs and attorney fees incurred by any City employee, officer, director and/or agent, in defending any such claim or action brought against the City and/or him or hers.

G. In the event the City, any City employees, officer, agent, director is required to file any action in court in order to enforce any provisions of this Agreement, Renter agrees to pay the City, its employee, officer, agent and/or director all reasonable attorney fees, court costs, and costs of suit incurred by the City, its employee, officer, agent or director, including but not limited to, any and all collection expenses and interest due.

IX. CERTIFICATE OF INSURANCE

A. Liability Insurance is required of all Renters and the Renter shall provide the City with a Certificate of Insurance no later than thirty (30) days prior to the Event. The insurance, obtained at the sole expense of the Renter, must provide, and maintain public liability and personal property damage insurance, insuring the City of Alexandria Virginia and Renter's contracted vendors, employees, caterers, attendees against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the TFAC and adjoining premises, including appurtenance to the TFAC. The insurance required hereunder shall have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million.

B. The "City of Alexandria" and "Torpedo Factory Art Center" shall be added as additional insured under such policy for the duration of the Event through the day following Event. If Renter's caterer does not have Liquor Liability, Renter is required to apply for Host Liquor Liability.

C. Renter's failure to provide evidence of insurance to the City thirty (30) days prior to the Event shall result in immediate cancellation of the Event. Cancellations arising from the failure of the Renter to provide the City with a proper and timely certificate of liability insurance will result in the City retaining the Renter's paid funds, including but not limited to the security deposit.

X. MISCELLANEOUS CONDITIONS

A. Reservation of Venue will be confirmed when:

1. In the case of individual renters, Renter has submitted proof of being 21 years of age or older.

2. City has agreed to the date, time, location, and the number of guests.
3. A signed copy of this agreement is returned to the City; and,
4. A refundable security deposit of $1500 is received by City. The deposit may not be used toward rental fee payment.

B. City has no obligation to hold the Venue for Renter unless and until all the elements of the reservation have been submitted and approved by TFAC.

C. Renter shall not store any items at the TFAC without prior written approval from the City; doing so will result in fines. (see "FEE", and 'SECURITY DEPOSIT" above in paragraphs III, IV, D.)

D. One (1) to three (3) City staff will be present from the scheduled setup/load-in time until break down/cleanup is completed. City staff does not help with event set up or break down, their responsibilities concern only TFAC, the safety of TFAC building, building occupants and City property.

E. Renting the TFAC does not constitute an endorsement of the group's policies, beliefs, or practices by the City. Advertisements or announcements by any group implying such endorsements are not permitted. Some restrictions regarding time, place, and manner of presentation may apply. The use of the name "Torpedo Factory Art Center" may only be used in the address of the event. The Torpedo Factory Art Center logo shall not be used by Renter.

XI. CONDUCT DURING EVENT

If at any time during the event, City staff in her or his sole discretion, determines that any activity or conduct by Renter, Renter's agents, employees, vendors, caterers, or attendees violates this Agreement or will cause harm to City, City employees, property, artwork, or property of TFAC resident artists, City staff may request that the conduct or activity cease or be modified. Renter agrees to comply with such request. If Renter, Renter's agents, employees, vendors, caterers, or attendees conduct or activity does not cease City staff reserves the right to end the Agreement and Event at any time.

XII. DAMAGE/CLEAN UP

A. It is the responsibility of the Renter to ensure their hired agents, employees, vendors, caterers and/or service staff clean their work areas before departing the TFAC. Cleaning includes but is not limited to mopping and sweeping the rented space and pantry areas. Trash from the Event including restrooms shall be removed at the completion of the Event. If the work area is not cleaned to the specifications delineated in the Event Breakdown Checklist, Renters may be fined $25 - $500 depending on the amount of clean up TFAC staff must perform.

B. If Event clean up by Renter and/or Renter's agents, employees, vendors delays TFAC Staff from performing building shut down proceduures and extends over the contracted rental time listed, an overtime charge of **$300** for each additional half hour, or **$150** for every fifteen minutes will be applied to the Renter and will be deducted from the security deposit in EVENT DATE AND TIME Other Fees which are set forth in paragraph III Security Deposit/Other Fees, above.

C. If guests stay in TFAC past the 12 am contracted event end time and delays TFAC staff from performing building shut down procedures and extends over the contracted rental time listed an overtime charge of $300 for each additional half hour, or $150 for every fifteen minutes will be applied to the Retner and will be deducted from the security deposit in EVENT DATE AND TIME Other Fees which are set forth in paragraph III Security Deposit/Other Fees, above.

D. All items brought by the Renter and/or Renter's agents, employees, vendors, or caterers shall be removed from TFAC at the end of the Event. Renter may pre-arrange with the venue manager to leave items overnight for a storage fee in the amount of $200 and then an additional $100 for every night thereafter.

E. A storage fee of **$397** shall be added for items left overnight in the building that were not pre-arranged with the venue manager, then **$100** for every night thereafter.

F. Event Breakdown Checklist ("Attachment C") shall be completed and submitted to City staff at the end time of the Event as listed in "EVENT DATES AND TIMES" for approval before departing. Failure to do so may result in Renter being fined $50.

G. In the case of spills, broken glass, or any circumstance that could present a danger to building occupants, it is the responsibility of the Renter's agents, employees, vendors and/or or caterers to:

1. Erect yellow caution signs provided by City.
2. Clean the area thoroughly.
3. Notify the City Staff.

H. Cleaning materials to include brooms, dustpan and mops will be supplied by City.

I. Facility and restrooms will be cleaned by City in advance of the Event and all trash in the restrooms must be emptied by Caterers after Event guests have departed. Trash liners will be provided by City.

J. Only TFAC trashcans in the Restrooms and Overlook Room are available for Renter use. All trashcans will be removed from the Main Hall and back lobbies. If Renter would like to use TFAC Trashcans, that request must be made in writing to the TFAC Private Event Manager.

XIII. PHOTOGRAPHS

Renter, Renter's agents, employees, vendors, guests and/or caterers' consent to the City's use of any photographs, film, or digital recordings of the activity in any marketing or promotional material.

XIV. AGENTS, EMPLOYEES, VENDORS, CATERERS CONTRACTED BY RENTER

A. Renter shall submit a list of all agents, employees, vendors, caterers hired to work in TFAC at the Event and their contact information thirty (30) days in advance of Event using the Event Rental Vendor/Caters form Attached as C.

B. Renter's agents, employees, vendors, and caterers shall not enter TFAC or begin set up on TFAC property to include the loading dock until the Event start time contractually agreed upon in paragraph I. Event, above.

C. All entertainment requirements for the Event are to be approved in writing by the TFAC Private Event Manager 30 days prior to the Event. This includes issues regarding venue, timing, and noise pollution levels. TFAC reserves the right to reduce music levels.

D. If Renter, Renter's vendors, agents, employees, or caterers use TFAC A/V screen or mainboard, it must be operated by a licensed and bonded Musician, A/V or Lighting Technician hired by the Renter. The Renter shall provide evidence that the operator is licensed and bonded to the Private Event Manager 30 days before the Event.

XV. COMPLIANCE WITH APPLICABLE LAWS

Renter agrees to comply with any and all applicable local, state and federal laws and regulations governing the use of the TFAC. Renter agrees that this Agreement shall be governed by the laws of the Commonwealth of Virginia with venue in the courts for the City of Alexandria, Virginia.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

XVII. AMENDMENT

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties.

XVIII. SEVERABILITY

If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

_____ _____

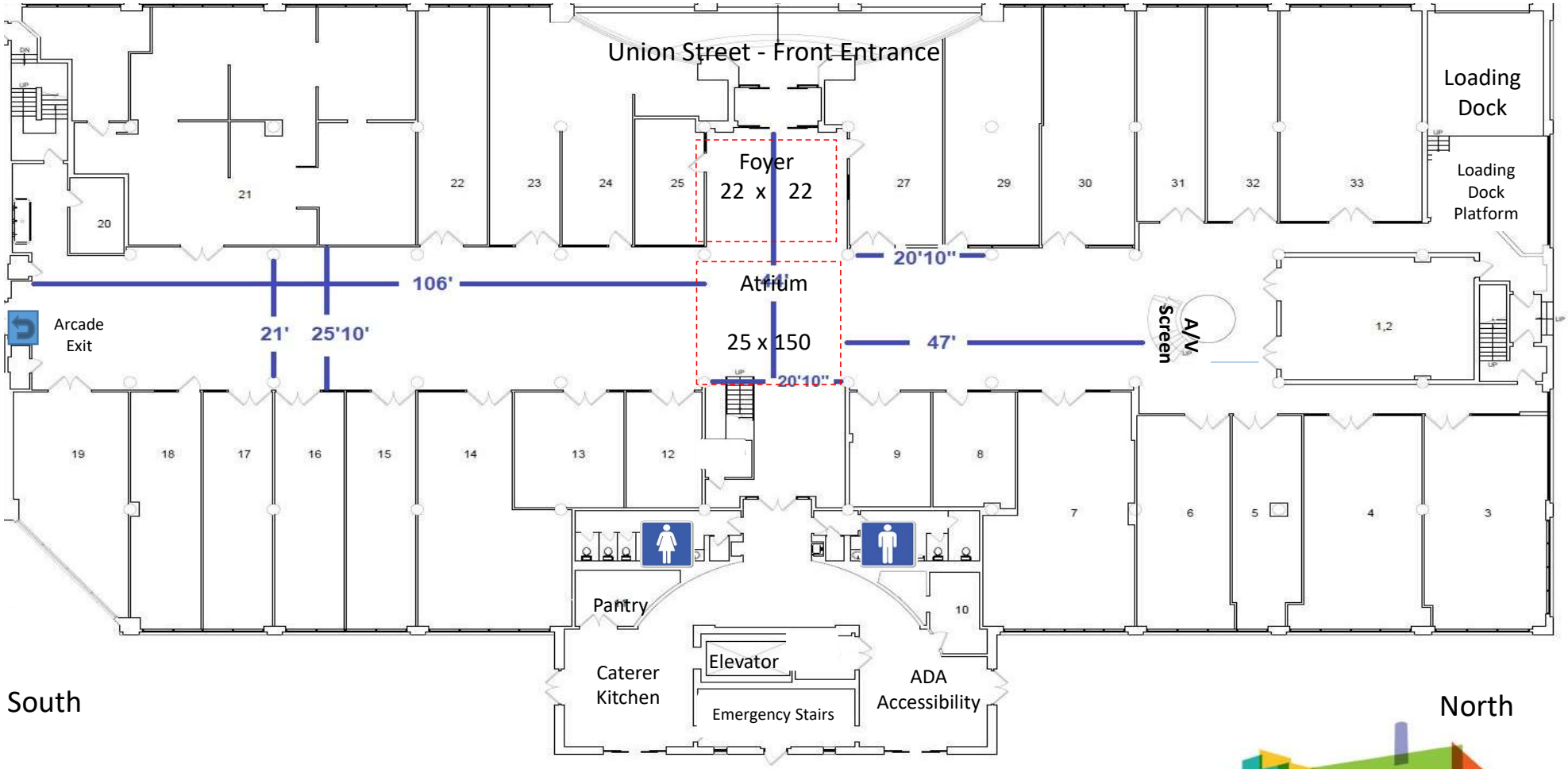
RENTER'S SIGNATURE DATE

_____ _____

CITY OF ALEXANDRIA, a municipal corporation of The Commonwealth of Virginia DATE

Attachments:

A. Diagram of venue
B. Outline of an Event Timeline
C. Caterer Check List
D. Invoice of Fees Owed
E. Event Rental Vendor
F. Fee List



First Floor – Main Hall

TORPEDO FACTORY ART CENTER

TORPEDO FACTORY ART CENTER

Deri Collingwood
Private Event Rental Manager
City of Alexandria Office of the Arts
105 N. Union St; Alexandria, VA 22314
703.746.4588 (office)
deri.collingwood@alexandriava.gov

CATERER CHECKLIST
FEES: SECTION: C

Event Date: _____Renter/Event: _____
Catering Company/Caterer Representative: _____

THE FOLLOWING IS A LIST OF PROCEDURES THAT MUST BE COMPLETED BY THE RENTER AND/OR CATERER TO COMPLY WITH THE FACILITY RENTER AGREEMENT. It is the responsibility of the Renter to ensure their hired agents, vendors, and caterers clean their work areas before departing. Cleaning includes but is not limited to mopping and sweeping every space occupied by guests and vendors. Trash from the event including restrooms and vendor meal location shall be removed at the completion of the event. If the work areas are not cleaned to the specifications delineated below in the Event Breakdown Checklist, Renters may be fined $25 - $200 depending on the amount of clean-up TFAC staff must perform.

❁ PRIOR TO EVENT (TFAC/In-house)

____ MAIN HALL: Remove any debris. Remove all furniture and equipment. Ensure janitorial service empties trashcans.
____ RESTROOMS: Check that TFAC janitorial service has cleaned by 5 PM, trash is removed, and doors are locked.
____ PANTRY: Remove misc. items, debris, and trash. Check that counters and sinks are cleaned by TFAC.
____ SERVICE AREA/BACK WATERFRONT LOBBIES: Remove TFAC equipment, boxes, debris. Remove thin trash and recycle bins. Check for stains or spills. Describe: _____
____ OVERLOOK ROOM CARPET: Vacuum if necessary. Check for stains. Describe:_____
____ OVERLOOK ROOM FLOORING: Mop if necessary. Check for stains or spills. Describe: _____
____ THIRD FLOOR LANDING: Remove the small white table. Remove the tall, metal pamphlet holder. Remove any debris. Check for stains or spills. Describe: _____
____ UNION STREET EXTERIOR STEPS: Remove any debris. Check for stains or spills. Describe: _____
____ AREA BETWEEN UNION STREET DOORS: Check for stains or spills. Describe: _____
____ WELCOME DESK: Remove workstation and store under staircase. Remove all items (dog treats) from the counter.

Inspected by: _____Time: _____

❁ FOLLOWING EVENT (Caterer Responsibility) **All event trash must be removed from the premises.**

____ MAIN HALL: Remove all rental equipment, decorations, tape, flower petals, and misc. debris. Sweep the entire Main Hall/First Floor. Spot mop where necessary and mop the entire bar workstation.
____ TRASH: Caterer must remove trash from each floor occupied by guests and re-line trashcans with liners provided by TFAC.
- (7) seven cans on the main floor, if used.
- (2) two cans from each restroom on each floor occupied by guests.
- (4) two cans from Overlook Room on the 3rd floor, if used.
- (2) two cans from Riverview Room on the second floor, if used.

____ RESTROOMS: Remove amenities, discarded paper towels, and debris. Sweep and/or spot mop as necessary.
____ PANTRY: Remove all items. Wipe sink and counter inside and out. Sweep and/or spot mop as necessary.
____ SERVICE AREA/BACK WATERFRONT LOBBIES: Remove all catering equipment, supplies, debris, and trash. Sweep and mop the entire workspace.
____ OVERLOOK ROOM CARPET: Vacuum (provided by TFAC). Check for stains. Describe:_____
____ OVERLOOK ROOM FLOORING: Sweep and/or spot mop as necessary. Check for stains. Describe:_____
____ THIRD FLOOR LANDING: Remove any debris. Sweep and/or spot mop as necessary. Check for any stains.

Describe: _____

____ ATRIUM /BLUE LINOLEUM FLOOR: Sweep and/or spot mop as necessary.

____ AREA BETWEEN UNION STREET DOORS: Remove glasses, and debris left on the cocktail table by Union Street exit, Sweep and/or spot mop as necessary. Check for stains or spills. Describe: _____

____ UNION STREET EXTERIOR STEPS: Remove any debris. Sweep and/or spot mop as necessary.

____ LOADING DOCK: Check for debris and sweep and/or spot mop as necessary.

____ OVERNIGHT STORAGE: Alcohol and items that the Renter prearranged to have stored overnight at TFAC must be removed from Main Hall and relocated to the appointed storage area. Please indicate where items were stored in TFAC: _____.

____ LOST AND FOUND: Please detail below or place in the Riverview Room if the client rented Room #208 overnight. _____.

Inspected by: Catering Supervisor:

Printed Name _____

Signature _____ Time: _____

Catering Supervisor to submit to TFAC Private Event closing Manager: _____

TFAC Private Event Closing Manager will submit to TFAC Facility Manager, Richard Johnson and Private Event Manager, Deri Collingwood.

- DAY AFTER EVENT (TFAC/In-house)

____ CLEAN UP: Completed in accordance with checklist. Please circle yes or no. If no, please provide details.

____ TFAC EQUIPMENT: TFAC furniture, trashcans, signage, and equipment were returned to their appropriate place. Please circle yes or no. If no, please provide details.

____ DAMAGE OR THEFT: to items in event spaces or studios. Please circle yes or no. If no, please provide details.

(Use the back of this paper for additional notes.)

Inspected by: TFAC Facility Manager or Manager on Duty on the day after the event:

Printed Name _____

Signature _____ Time: _____

Deri Collingwood
Senior Private Event Rental Manager
Torpedo Factory Art Center
703.746.4588 (office)
deri.collingwood@alexandriava.gov
www.torpedofactory.org/rent/

ATTACHMENT E:
Event Rental Vendor Contact Form

VENDOR CONTRACT LIST FOR:	ENTER EVENT NAME: CRC Aviation Networking Dinner	EVENT DATE: 04/30/2024

CATERER	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

MISC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

DJ/MUSIC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

MISC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

LIGHTING	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

MISC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

PLANNER	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

MISC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

RENTALS	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

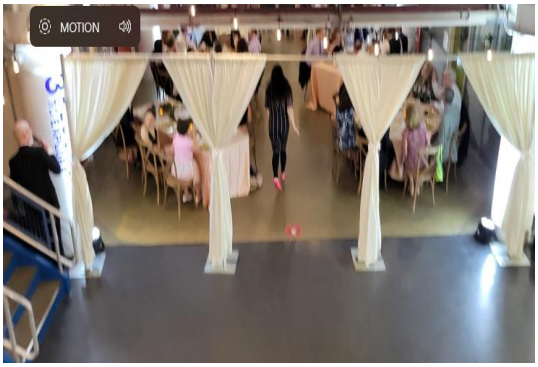
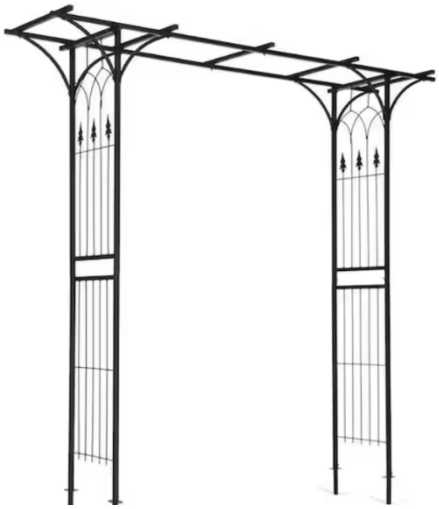
MISC	Click or tap here to enter text.
CONTACT	Click or tap here to enter text.
PHONE	Click or tap here to enter text.
EMAIL	Click or tap here to enter text.
NOTES	Click or tap here to enter text.

Deri Collingwood
Private Event Rental Manager
105 North Union Street
Alexandria, VA 22314
deri.collingwood@alexandriava.gov
703.746.4588

FACILITY RENTAL AGREEMENT FOR USE OF CITY OWNED
TORPEDO FACTORY ART CENTER EVENT SPACE ATTACHMENT
FEES: SECTION: F

Event Add-On Options:

Storage Cart(s)	**Overnight Storage** May be rented, when available. Storage Cart(s) shall be stored in a locked room. Consisting of two shelves each at 24” x 60". Two may be available.	$250 for 24 hours and $10.50 per additional hour when scheduled in advance.	
Coatrack(s)	**Three Coat Racks** • Length 63” • Height 70” • Capacity 300 lbs. Typically holds around 50 to 75 coats.	Complementary	
Draping	• Divider drape to separate North and South ends of Main Hall	Complementary	

	• Divider drape opened to connect North and South ends of Main Hall	Complementary	
	• South Union Street Entrance Drape	Complementary	
	• North Union Street Entrance Drape	Complementary	
Wedding Arch	**Elegant Arch:** Whether standing alone or covered with climbing vines or flowers, this metal arch adds a striking focal point to your event. Specifications: • Material: Iron • Color: Black • Dimensions: (81.1 x 15.94 x 81.89)" / (206 x 40.5 x 208)cm (L x W x H)	$40 per event.	

SHARP PN-CD701 **70" monitor**	**70" Monitor** Certified Windows collaboration display, certified for Skype for Business and is a next-generation 4K 70° interactive display that enables more productive collaboration in meetings, boardrooms, training rooms, technical reviews, and almost anywhere else.	$50 per event.	
Use of the A/V Projection Screen with projector	**Retractable Projection Screen and projector** Only available on the first floor.	$40 per event.	
Overlook Room Column Lights	4 lights on 4 columns in the Overlook Room with alternative colors.	Complementary	
Grand Hall Column Lights	Select the color, or colors, of your choice. (Daily color changes without notice.)	Complementary	

Chairs	**Fold Out White, Resin Chairs with Padded Seat** • Height: 31" • Width: 17.5" • Seat Width: 15.5" • Seat Depth: 14 • Seat Height: 17.5" • Folded Length: 35" • Folded Thickness: 2.25"	$200 for up to 100 or $2 per chair for the duration of the Event. TFAC Staff do *not* set-up or break down chairs.	
Portable, Bluetooth capable Sound System & Microphone	**Portable AV System** All-in-one portable PA system complete audio bundle with (2) Portable 2-Way Full-Range Loudspeakers With an 8-channel Powered Mixer, Speaker Stand Pak, Tripod Mic Stand Cable Package, (2) handheld dynamic vocal microphone, and Bluetooth connectivity.	$50 per event. Only available in the Overlook Room. Staff to set-up but do not operate during events.	
Folding Cocktail Table	**Cocktail Tables** Blow-molded polyethylene top is easy to clean. • 44" fixed table height. • 32" Diameter. • Locking steel legs. • 9 tables available for rent. Staff to assemble.	$4 each. Linens not provided. Available to rent in the Overlook Room and Grand Hall. Tabletops must be wiped down before being returned to TFAC.	

Lecture-style tables	**Plastic Seminar Table** • 72 x 18" • Seats 3 people • 10 tables available to rent. Staff to assemble	$3 each Only available to rent in the Overlook Room.	
Rehearsal Time	One-hour wedding rehearsal with staff.	$50 During the week before the event on a space-available basis.	Rehearsal time the night before the event date shall not be guaranteed
Security or guest counts above 249	A City-approved Security Guard Service or off-duty Officers for guest counts over 249, and one Office/Guard per every additional 200 attendees. TFAC prefers you hire the City of Alexandria Police directly.	Cost to be determined by the City of Alexandria Police Department.	Lieutenant Aloysius "Ali" Asonglefac Alexandria Police Department Office of External Affairs & Professional Responsibility Hostage Negotiations Team Supervisor 3600 Wheeler Ave. Alexandria, VA 22304 Desk: 703-746-6718 Cell: 571-302-0591
Security for Higher Risk Events: Events such as proms, political rallies, alcohol-focused events, or events with VIPs in attendance.	Require a minimum of two Officers. The renter shall hire the Alexandria Police Department directly.	Cost to be determined by the City of Alexandria Police Department.	Lieutenant Aloysius "Ali" Asonglefac Alexandria Police Department Office of External Affairs & Professional Responsibility Hostage Negotiations Team Supervisor 3600 Wheeler Ave. Alexandria, VA 22304 Desk: 703-746-6718 Cell: 571-302-0591
Cleaning Fee	If a professional or full-service caterer is not hired.	$40 for Overlook Room $20 for Riverview Room	
Second Floor	Added to Grand Hall Event	$750	
Third Floor Landing/Lobby	Added to Grand Hall or Overlook Room	$500	
Third-floor Smokestack	Added to Grand Hall or Overlook Room	$250	

Overtime Fees	Overtime fees, additional cleaning charges, and/or damages, incurred as a direct result of the Event. If these fees exceed **$1,500**, the City will send Renter an invoice for the amounts due in excess of the Security Deposit and these additional sums are due payable to the City upon receipt of the invoice.
Early Entry	If vendors enter TFAC before the contracted event time and begin to set up. A charge of **$300** for each additional half hour, or **$150** for every fifteen minutes will be applied to the Renter and will be deducted from the security deposit.
Delays	If the Event clean up, or guests staying in the building past 12 delays TFAC staff from performing building shut down procedures and extends over the contracted rental time listed in EVENT DATE AND TIMES, an overtime charge of **$300** for each additional half hour or **$150** for every fifteen minutes will be deducted from the security deposit.
Caterer Checklist	Caterer breakdown Checklist ("Attachment C") shall be completed and submitted to City staff at the end time of the Event as listed in "EVENT DATES AND TIMES" for approval before departing. Failure to do so may result in Renter being fined **$100.**
Storage Fees	A storage fee of $397 shall be added for items left overnight in the building that were not pre-arranged with the venue manager, then $100 for every night thereafter. If Renter's items are left in the common areas, (per space including sections of Grand Hall), loading dock, or the back lobbies: a fee will be determined based on the inconvenience to visitors and tenants; calculated per visitor or tenants and staff time dedicated to oversee the items left behind.
Closing duties not performed	a. From rental space(s) (per space) - i. Grand Hall and/or Hallways 1. Inconvenience to Visitors/Tenants Fee: $734.50 @ $0.50 per average visitor 2. Custodial Fee: $48.38 @ 1 hours, 1-person Special Event/Public Meeting Rate 3. Contractor Fee: $500.00 4. Total: $1,283 ii. Any space other than Grand Hall and/or Hallways 1. If there is no event scheduled within the 24 hours following the event in the space: a. Custodial Fee: $48.38 @ 1 hours, 1-person Special Event/Public Meeting Rate b. Contractor Fee: $500.00 c. Total: $548 2. If an event is scheduled within the 24 hours following the event in the space: a. Inconvenience to Visitors/Tenants Fee: $734.50 @ $0.50 per average visitor b. Custodial Fee: $48.38 @ 1 hours, 1-person Special Event/Public Meeting Rate c. Contractor Fee: $500.00 d. Total: $1,383
Guest Totals/Capacity Fees	A fee of **$50** shall be charged to the Renter for events with guests totaling 250 or more.
	A fee of **$100** shall be charged to the Renter for events with guests totaling 500 or more.
	For guest counts above 249, additional security is required. Renter shall be charged an additional fee of **$50 - $100** (based on security agency) an hour for one Officer/Guard.

Attachment G. Current City-Produced Programs and Events at Torpedo Factory Art Center

All programs, exhibitions, and events are free and open to the public unless otherwise noted.

Exhibitions:

Target Gallery: Torpedo Factory Art Center curates contemporary exhibitions in Target Gallery, promoting the Art Center's high standards of art by continuously exploring new ideas through a variety of visual media in a rotating schedule of exhibitions. Recent exhibitions have featured projects by the Institute for Creative, Art, and Technology (ICAT) at VirginiaTech.

March 150: an annual fundraiser and art sale where everyone is welcome to create and donate art on 10x10 inch panels which are then sold for $150 (or $100 on the final sale day) making it a popular, low-pressure way for new collectors to buy original art. Proceeds support the Art Center's programs and exhibits.

Site Two Community Gallery: a compelling space for exhibitions by non-Art Center related organizations, artists, or curators, to help promote an outward looking Art Center with broad and deep connectivity to the community. Learn how to exhibit here.

Art in Common Spaces: art throughout the building managed, curated, or commissioned by Torpedo Factory Art Center staff.

Monthly Programs/Events:

2nd Friday/Late Shift (March – December): after-hours art event with live music/DJ, artist demonstrations, themed activities, and open studios

Creative Development Series: in collaboration with VirginiaTech ICAT and Amazon featuring free workshops that explore the connection between art and technology.

Annual Programs/Events:

The Post-Grad Residency Program: a competitive juried program that provides meaningful support and a short-term solo studio space. This residency is open to recently-graduated students who earned a bachelor's or master's art degree from an accredited university. The program is unique for addressing the critical post-graduation juncture in an emerging artist's career, offering an opportunity for professional development, and a chance to define their independent work process outside of the academic context. Selected participants are active and equal members of the Art Center's unique creative community.

Warehouse Sale (February): merchants throughout Old Town offer discounts and incentives to shop.

Pride Prom (June): in collaboration with Safe Space NoVa, where youth (rising ninth grade through age 20) are welcome and where everyone is affirmed, supported and inclusive. Tickets: $38 to benefit Safe Space NoVa.

Summer Sidewalk Sale (August): one of the longest-running seasonal summer shopping events in the D.C. region, featuring dozens of independent Alexandria boutiques stepping out of their storefronts and offering deeply discounted summer merchandise.

Art Safari (October): Children's event with artist-lead hands-on activities, live music, and more. Past collaborators include US Patent and Trade Office and NoVa Labs.

Old Town Trick or Treat and Doggie Trick or Treat (October): merchants throughout Old Town

welcome children (on Saturday) and dogs (on Sunday) to dress in costume and visit the shops and businesses.

Holiday Fest (1st Saturday in December): a festive event coinciding with the annual Scottish Walk Parade and the Boat Parade of Lights featuring live music, art activities, and a special appearance by Santa

Olde Years Day (December 31st): celebrate the past year with music and art on Alexandria's waterfront before enjoying the fireworks over the river at midnight.

Intermittent Programs/Events:

Artist talks/receptions: the community is invited to meet artists participating in public art initiatives as well as other visiting artists working in our city.

Governance Planning and Support for Torpedo Factory Arts Center

Source: SmithGroup

Prepared for:

City of Alexandria, VA

Prepared by:

ConsultEcon, Inc.

Agenda

- Introduction
- Grounding Principles and Expectations
- Rules of Engagement
- Business Plan Timeline and Elements
- Business Plan Parameters
- Next Steps

Grounding Principles and Expectations

Introduction

Why are we here?

- To provide the attendees an update on the City's process for establishing a new quasi-public organization to manage the TFAC
- To ask questions in an open and transparent forum about selected parameters for the new organization that will create the business plan and operate TFAC in the future as an input into that plan

Who's in the room?

Roles and Expectations

- Attendees share their feedback and insights
- Attendees actively participate in upcoming meetings
  - 2 in-person meetings in Spring (May 2, June 24)
- City and consultants facilitate conversations to ensure attendees are heard, respected, and considered in development of the governance plan
- This forum is one of the inputs into the recommendations to City Council

Rules of Engagement

Rules of Engagement

- All voices and opinions are valid.
- Everyone does not have to agree.
- Attendees are encouraged to participate in open discussions while being civil and respectful in consideration of other's perspectives and opinions.

Protocols

- Sign In Sheet at start of each meeting
  - Name, organization
- Communications
  - Public - Provide feedback to staff via comment forms

Business Plan Timeline and Elements

Timeline for Transition

- Potential overall timeline of 2-3 years
- Timeline may vary if capital project planned and implemented simultaneously
- Potential timeframes for selected steps, may change
  - Develop performance criteria for business plan, recruit start up board, bring resolution to council for the start-up entity – **2024**
  - Business plan development / approval – **2024/2025**
  - Negotiate and execute lease with operator based on business plan – **2025/2026**

Business Plan Elements

A business plan typically includes:

- Mission/Vision Statements
- Governance and Management Structure, Org Chart
- Market Analysis
- Facility Improvement Plan
  - Program / Space Allocation
  - Capital Costs
- Staff Plan, Job Descriptions and Salaries
- Multi-year Operating Budget, Revenues and Expenses
- Capital and Operational Fundraising Plans

Business Plan Elements

For TFAC there are also these important elements:

- Proposed Lease Terms
- Tenant Selection Process
- City and Operator Roles / Responsibility Matrix
- Timeline including organizational transition / Phasing plans
- What monetary payment (i.e., rent) if any would the City receive and how will utility payment be addressed?
- Roles and responsibilities for tenant improvements, redecoration, non-structural alterations, etc.

Parameters

Adapted from Oxford Dictionaries:

"(in general use) a boundary that defines the scope of a particular process or activity."

Q&A

Mentimeter results

Q&A

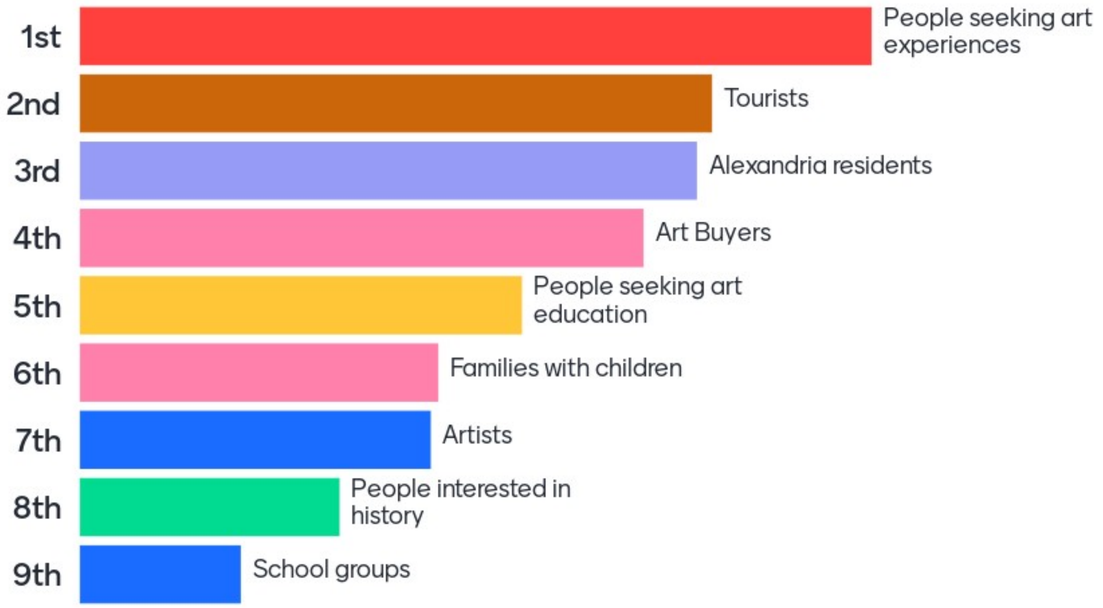
Question 1

Rank which audiences are the primary focus to attract to the Torpedo Factory Arts Center.

- Artists
- Art buyers
- People seeking art experiences
- People seeking art education
- People interested in history
- Alexandria residents
- Tourists
- School groups
- Families with children
- Other?

Mentimeter

Rank which audiences are the primary focus to attract to the Torpedo Factory Arts Center.



4 13

Mentimeter

Are there audiences missing from the previous list?

18 responses

3 11

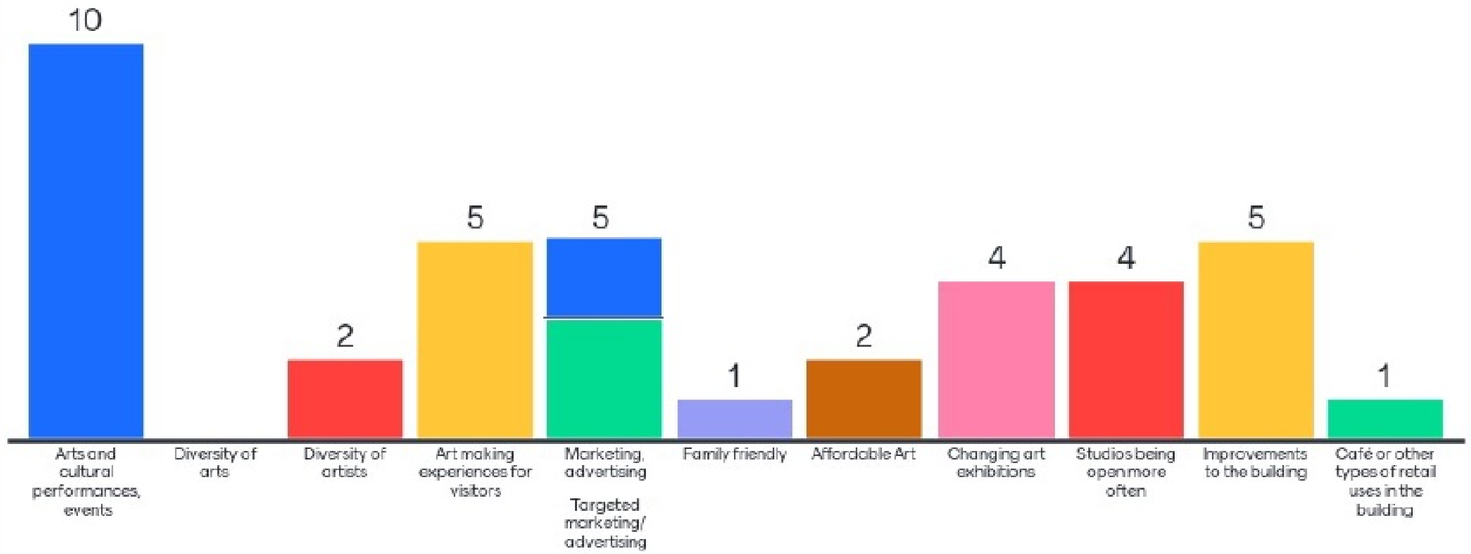
Question 2

Which of these strategies do you think will be most effective in drawing more people to the Torpedo Factory Art Center? (select up to 3)

- Arts and cultural performances, events
- Diversity of arts
- Diversity of artists
- Art making experiences for visitors
- Marketing, advertising
- Family friendly
- Affordable Art
- Targeted marketing/advertising
- Changing art exhibitions
- Studios being open more often
- Improvements to the building
- Café or other types of retail uses in the building

Mentimeter

Which of these strategies do you think will be most effective in drawing more people to the Torpedo Factory Art Center? (select up to 3)



3 13

Mentimeter

Are there other strategies to consider?

Providing events and performance space that is accessible and affordable to local orgs and also able to flex and facilitate to other needs and uses.

1-2 large tentpole events that generate major attention.

The 1st floor needs to be dynamic. There is no wow factor when you walk in.

Rotating exhibitions generating media buzz.Vibrant Wow factor 3d photo oppActivations

Joint events with orgs that have a following

Promote archaeology museum and events and those interested in history and/or associate with arch museum with walking tours Include exhibit on history of bldg

Market to InfluencersDevelop relationships with media

Most important to be open everyday.

12

Mentimeter

Are there other strategies to consider?

Better marketing of events to residents

Quarterly changing art installations

Artwork on the exterior of the building (murals on walls, smokestack, garage door)

Arts collaborations—live music, dance, visual arts—that spotlight the local arts organizations

YesChanging art installations,

Weekly special events

Open FEWER days

12

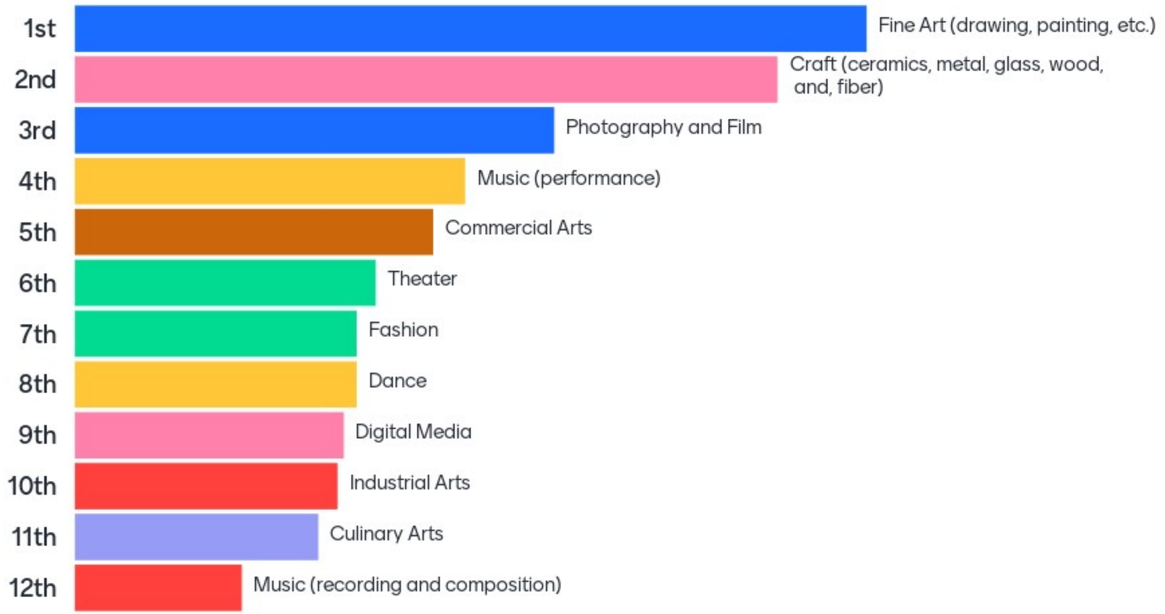
Question 3

Rank what types of arts the Torpedo Factory Arts Center should focus on in the future.

- Fine Art (drawing, painting, etc.)
- Craft (ceramics, metal, glass, wood, and fiber)
- Industrial Arts
- Fashion
- Culinary Arts
- Commercial Arts
- Photography and Film
- Digital Media
- Dance
- Theater
- Music (performance)
- Music (recording and composition)

Mentimeter

Rank what types of arts the Torpedo Factory Arts Center should focus on in the future.



4 13

Mentimeter

Are there types of arts missing from the previous list that should be considered?

Film festivals

No

No

No

No. I think the core focus MUST be visual arts: fine, craft, digital, photography, sculpture. But NOT performing arts, culinary arts, dramatic arts, etc. FOCUS FOCUS FOCUS

EmergingExperimental Digital/VR

1

6

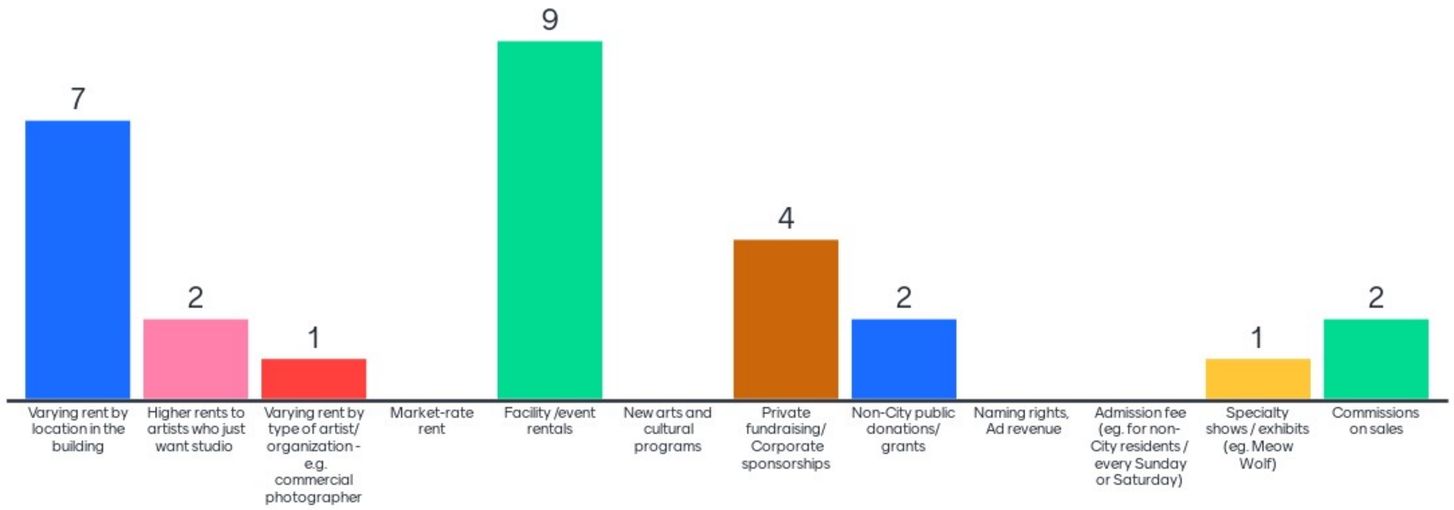
Question 4

Which of the following revenue generating strategies do you suggest the Torpedo Factory Arts Center pursue? (select up to two)

- Varying rent by location in the building
- Higher rents to artists who just want studio space with limited or no open studio requirement
- Varying rent by type of artist/organization - e.g. commercial photographer
- Market-rate rent
- Facility /event rentals
- New arts and cultural programs
- Private fundraising/ Corporate sponsorships
- Non-City public donations/grants
- Naming rights, Ad revenue
- Admission fee (eg. for non-City residents / every Sunday or Saturday)
- Specialty shows / exhibits (eg. Meow Wolf)
- Commissions on sales

Mentimeter

Which of the following revenue generating strategies do you suggest the Torpedo Factory Arts Center pursue? (select up to two)



2 14

Mentimeter

Are there other revenue generating strategies to consider?

TFAC logo gear at gift shop.

Pop ups / coworking temp spaces

Gift Shop that sells work of TFAC artists

Concerts

Gift shop cafe supply shop

Make Torpedo Factory a 501(c)(3) to spur donations

Gift shop/cafe/art supplies

Gift shop. and cafe, pop up space for rent

11

Mentimeter

Are there other revenue generating strategies to consider?

Fine art printing services

Yoga classes

Cocktails parties around the ship hull

Gift shop , cafe, art supplies

11

Next Steps in the Process

The June meeting will focus on:

- Board structure
- Space use considerations

THANK YOU

Governance Planning and Support for Torpedo Factory Arts Center

Source: SmithGroup

Prepared for:

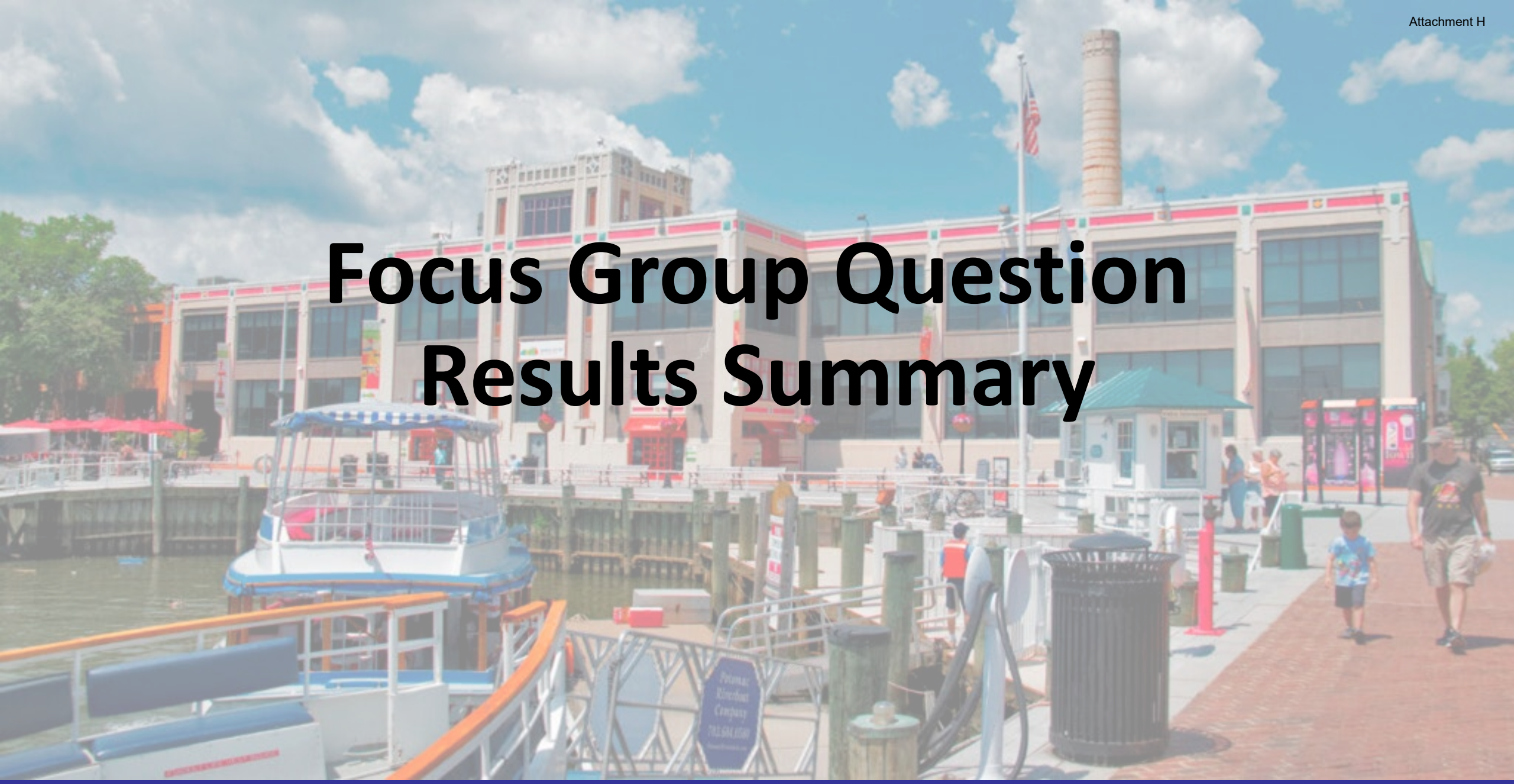
City of Alexandria, VA

Prepared by:

ConsultEcon, Inc.

Agenda

- Focus Group Question Results Summary
- Space Use Considerations
  - Earned Revenue Potential Analysis
  - Space Allocation
- Board Structure
- Wrap-Up



Focus Group Question Results Summary

Summary Results

- The top three audiences that should be the primary focus for TFAC were:
  - People seeking art experiences
  - Tourists
  - Alexandria residents

- The top four most effective strategies for drawing people to the Torpedo Factory Art Center were:
  - Arts and cultural performances and events
  - Art making experiences for visitors
  - Improvements to the building
  - Marketing, advertising / targeted marketing

Summary results

- The top three revenue generating strategies were:
  - Facility / event rentals
  - Varying rent by location in building
  - Private fundraising / corporate sponsorships

- The top three arts uses were:
  - Fine art
  - Craft
  - Photography and Film

Space Use Considerations

Space Use Considerations and Revenue

- Two of the three main sources of existing TFAC revenue are rent for artist studios / galleries and facility / event rentals.
- Based on the polling done at the last meeting, the top revenue strategies were:
  - Facility / event rentals
  - Varying rent by location in building
  - Private fundraising / corporate sponsorships
- Private fundraising / corporate sponsorships is a new opportunity for future revenue generation given new governance model.

Earned Revenue Potential Analysis

- Earned revenue potential uses a baseline revenue to build future earned revenue potential examples for a future TFAC.
- Baseline earned revenue is based on previous city operating revenues.
- Earned revenue potential examples are **conceptual and illustrative**, enabling assessment of key space allocation and revenue and levers in TFAC operations.

Operating Expenses

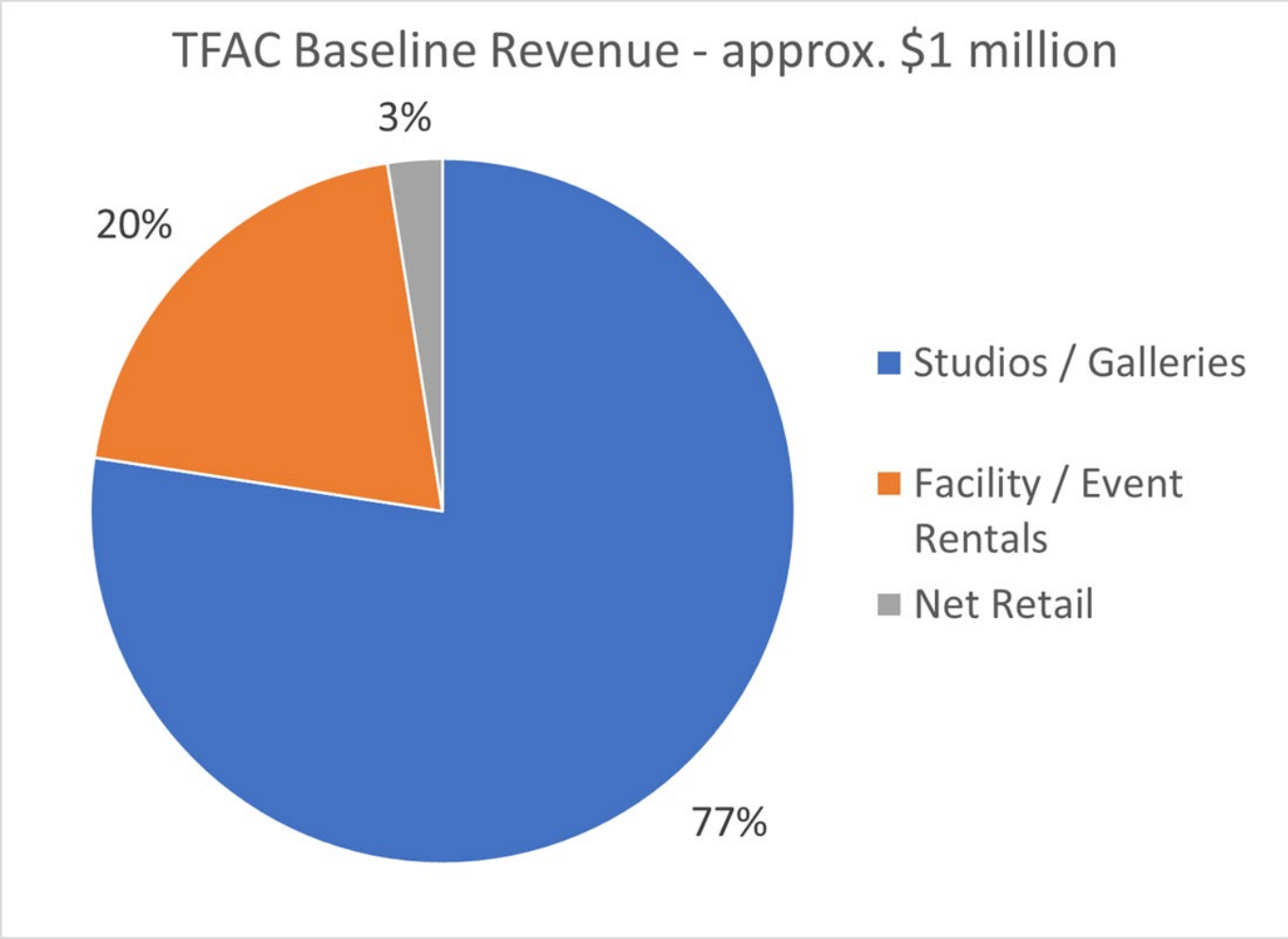
- TFAC budget is approx. $1 million, which does not represent the entire cost of management and operations
- TFAC, as an “enterprise” operating fund of the city, targets breakeven operations where revenue and expenses are balanced at $1 million
- Operations that has been funded by the city including:
  - Building maintenance and services
  - Administrative services (HR, accounting, IT)
- The range for these additional costs is approximately between $150,000 to $250,000 for a total operating cost between $1.15 and $1.25 million. The new entity’s costs may be higher without the city’s economy of scale, which keeps admin and maintenance costs low.

Art Center Expenses Comparison

- TFAC in the middle of the art center case studies
- Operating expenses range from $983,000 to $3.1 million

Art Center	Operating Expenses	Year
Workhouse Arts	$3.1 million	FY22
GoggleWorks	$2.6 million	FY22
Torpedo Factory	**$1.15 to $1.25 million**	**Composite**
Artspace	$1.2 million	FY22
The Clemente	$983,000	FY21

Baseline Earned Revenue



- 77% of revenue due to Studios / Galleries, which has a space breakdown:
  - 74% Artist Studios
  - 16% Art League
  - 10% Galleries

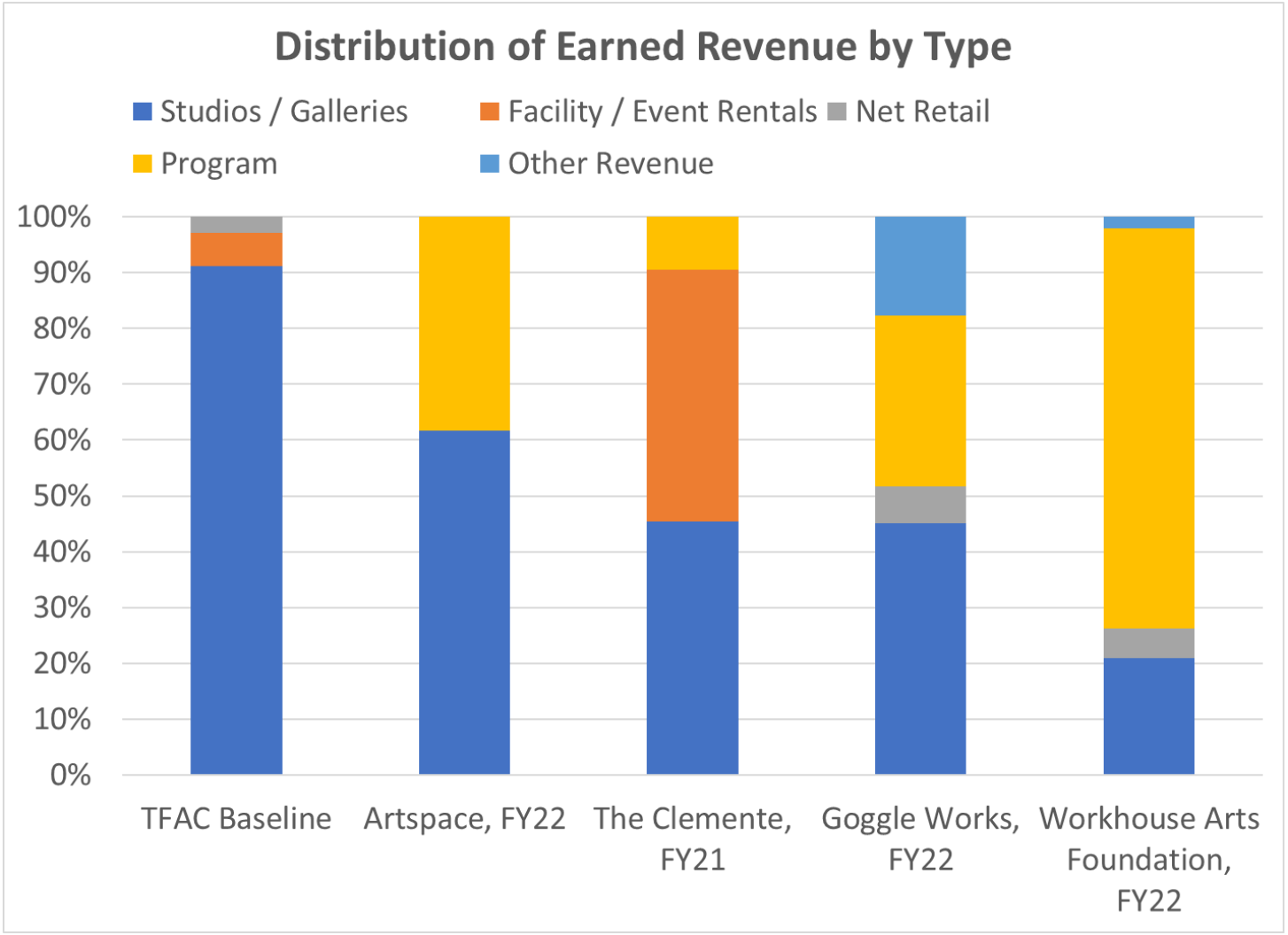
Art Center Revenue Sources Compared to TFAC

- Next slide compares TFAC earned revenue to case studies':
  - ArtSpace
  - The Clemente
  - Goggle Works
  - Workhouse Art Center
- Sources of earned revenue include:
  - Studios / Galleries
  - Facility / Event Rental
  - Net Retail
  - Programs
  - Other Revenue (investment income, misc.)

TFAC Earned Revenue Mix Comparison

- Comps earn mix of income from broad mix of sources
- TFAC heavily reliant on Studio / Gallery revenue
- Private contributions range from 20-40% at other art centers
- Direct government support ranges from 10-25%

Note: Other revenue is investment and other misc. income.



TFAC Artist Studio / Gallery Rents Comparison

- TFAC current rent is $17.39 per square foot, which is:
  - More affordable than comparable art centers in the DC area and elsewhere
  - More affordable than Alexandria market rents for office and retail space

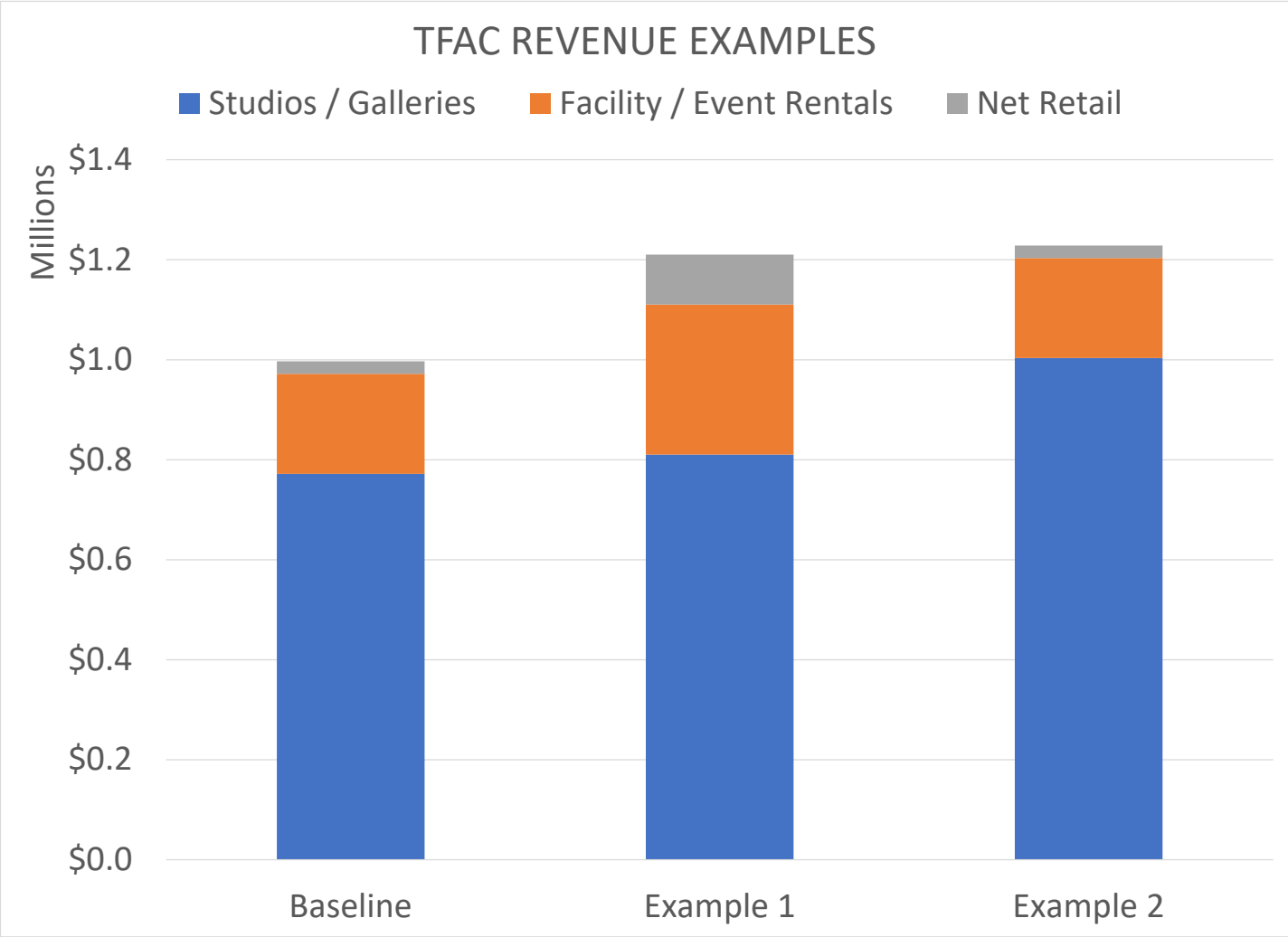
Name	Location	Rent per Square Foot	% Difference from TFAC
Bromo Seltzer	Baltimore, MD	$24.83	+43%
Workhouse	Lorton, VA	$20.65 (plus commissions)	+19%
DC Artist Studios	Washington, DC	$34.50 to $48.86	+98% to +181%
Museum of Contemporary Art (Arlington Arts Center)	Arlington, VA	$15.16 to $19.72	-13% to +13%
Alexandria Office	Alexandria, VA	$33.50 to $46.00	+93% to +165%
Alexandria Retail	Alexandria, VA	$19.93 to $77.00	+15% to +343%

Note: Some of the lower Alexandria Retail rent may also have additional revenue sharing parameters that may not be reflected in these rents.

Earned Revenue Potential Examples Assumptions

- The new operating entity will need to increase earned and non-earned revenue to continue operations that has been borne by the city including:
  - Building maintenance and services
  - Administrative services (HR, accounting, IT)
- Increase earned revenue create a sustainable business model.
- Earned revenue examples illustrate the potential for the operating entity to increase earned revenues to achieve breakeven operations at the midpoint of the cost range, approx. $1.2 million
- Examples 1 and 2 use only current Earned Revenues as levers for future operating revenue; other sources will be needed

Future Earned Revenue Potential Examples



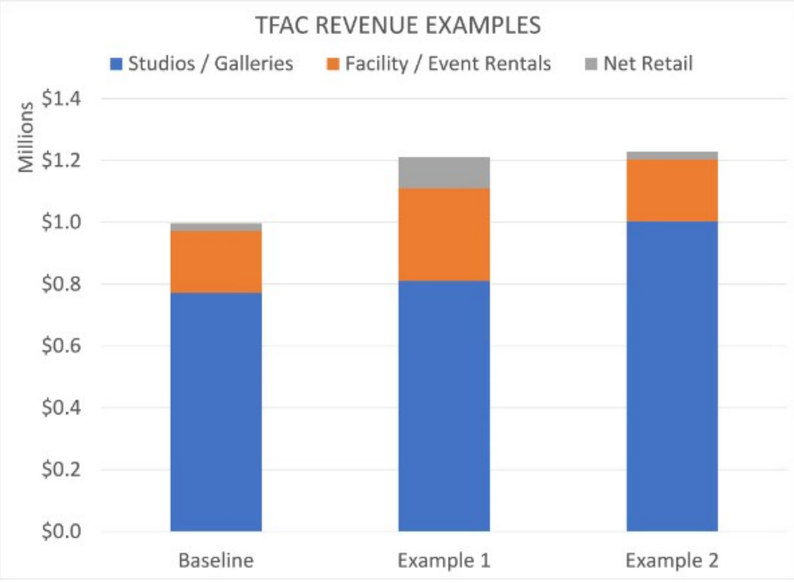
- Example 1
  - Increase studio / gallery rents 5%
  - Increase facility / event rental fee 50%
  - Increase net retail sales 400%
- Example 2
  - Increase studio / gallery rents 30%
  - No change to increase facility / event rental fee
  - No change to increase net retail sales 100%
- This assumes only minor adjustments in space use to support examples.

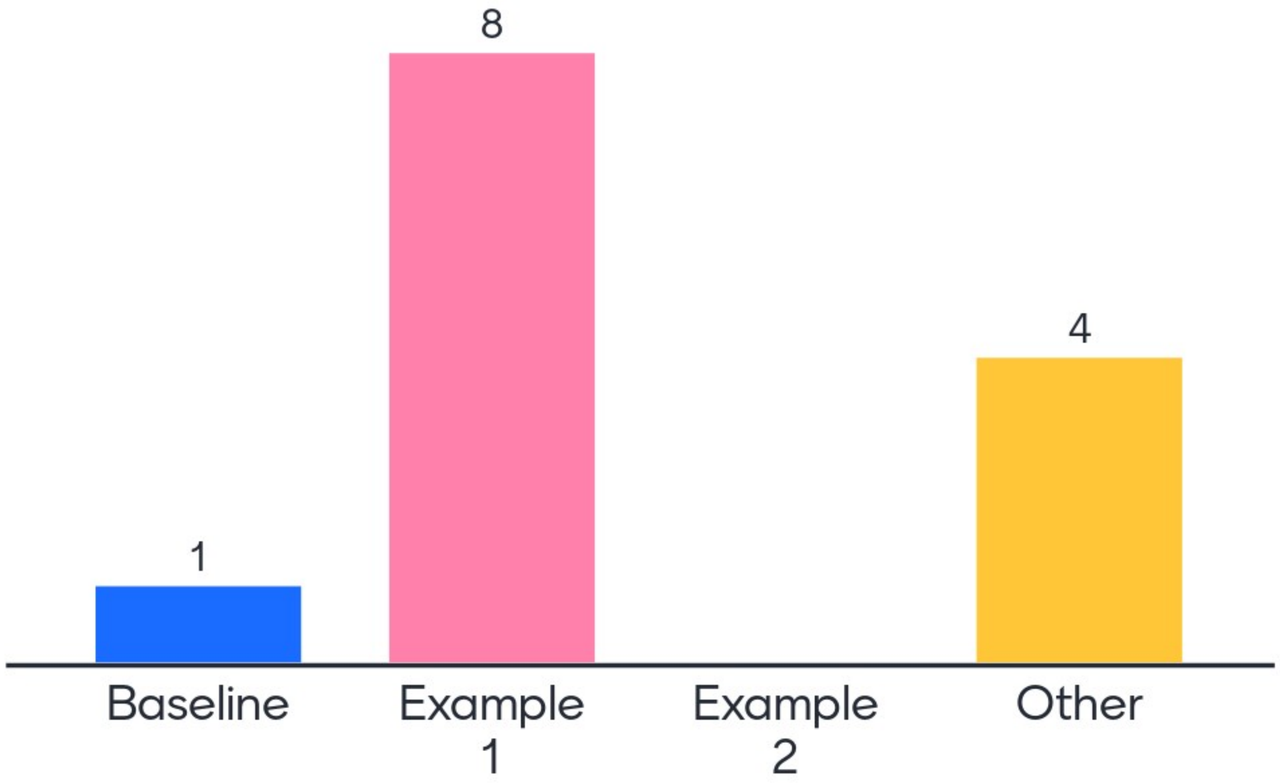
- Question #1

Mentimeter

QUESTION 1

Which earned revenue potential example would be most suitable for TFAC?





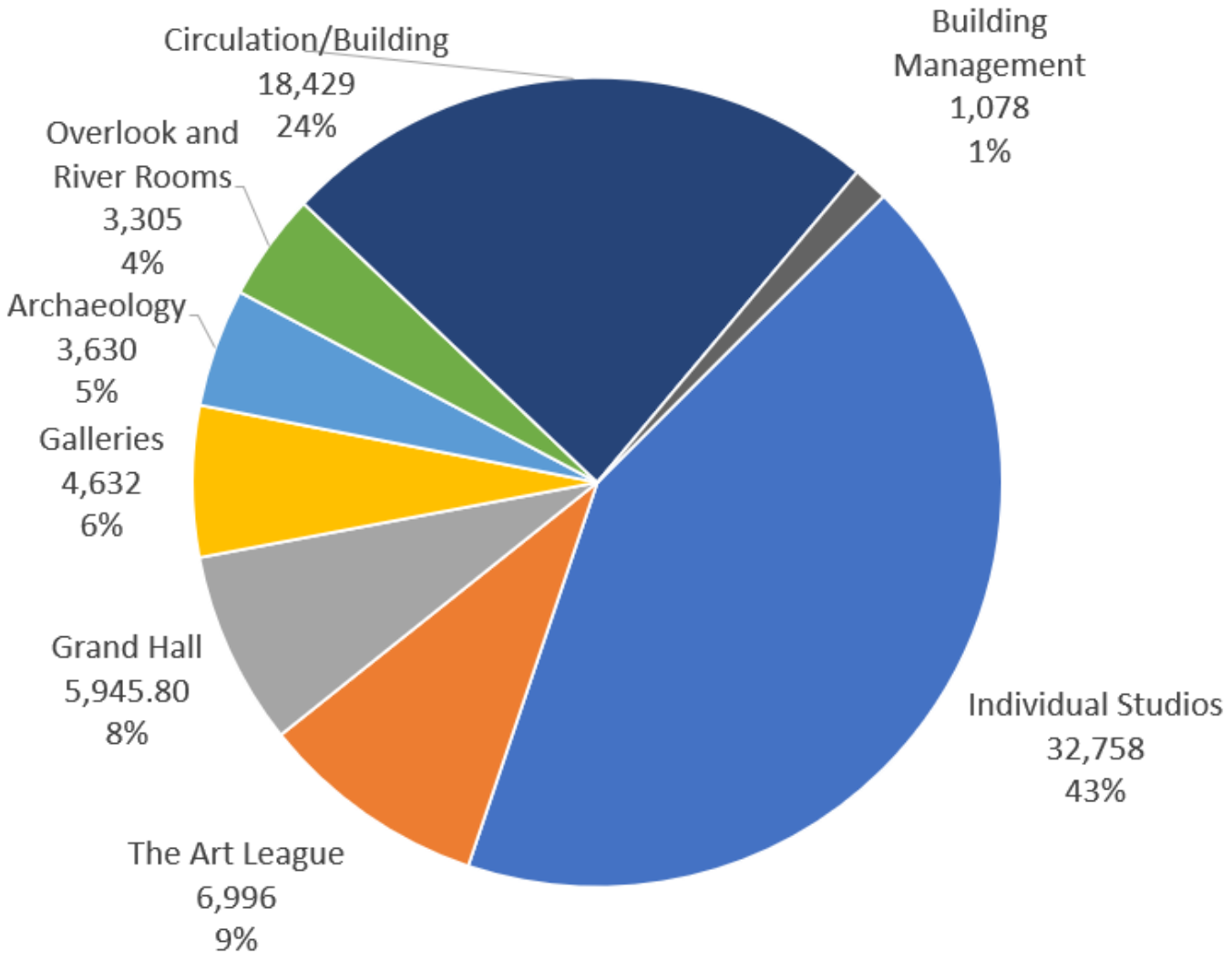
2 13

Earned Revenue Potential and Program of Spaces

- Earned revenue potential and the program of spaces relate to each other because the amount of space allocated to each potential revenue source determines the amount of earned revenue TFAC can generate.
- The next two slides examine:
  - TFAC's current program of spaces
  - Total building area and estimated studio space at comparable art centers

TFAC Program of Spaces

- Total SF = 77,000
  - 76% is program space
  - 24% is circulation



TFAC's Space Allocation Compared to Case Studies

- TFAC has the highest number of studios in comparison to building size
- Artists sharing studio space is common

	Torpedo Factory Art Center	Artspace	Bromo Seltzer Arts Center	The Clemente	Goggle Works Center for the Arts	Workhouse Arts Center
Building Size (SF)	77,000	30,000	13,500	100,000	145,000	95,881
Artist Studios [1/]	71	29	25	46	30	60
Average Studio Size [2/]	461	407	179	NA	200	215
Estimated Studio Space [3/]	32,758	11,789	4,475	NA	6,000	12,900
Studio Space as Percent of Building Size	43%	39%	33%	NA	4%	13%

1/ Studios have one or more artists.

2/ ConsultEcon approximation based on data available from facilities.

3/ Does not include other space for rent to arts organizations and other businesses.

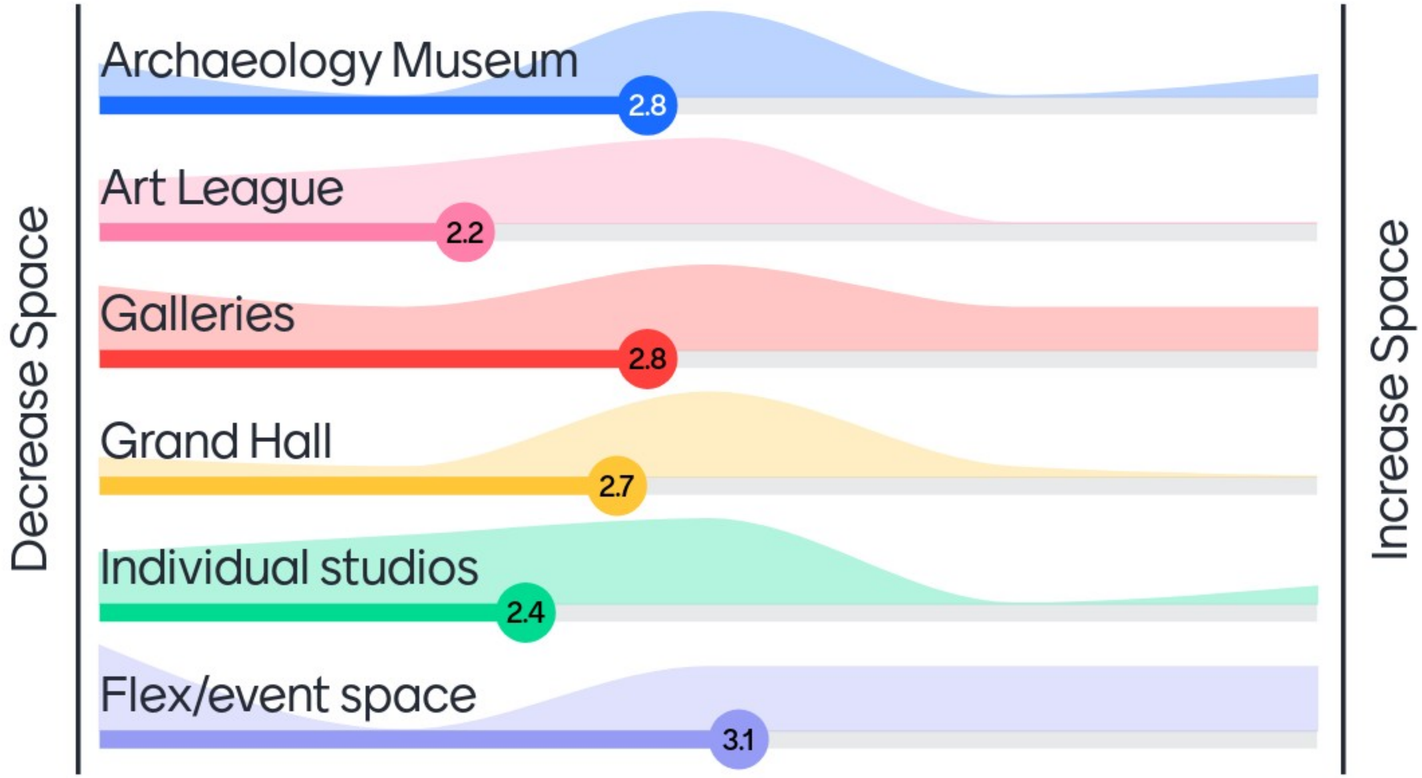
Source: Facilities listed (2023) and ConsultEcon, Inc.

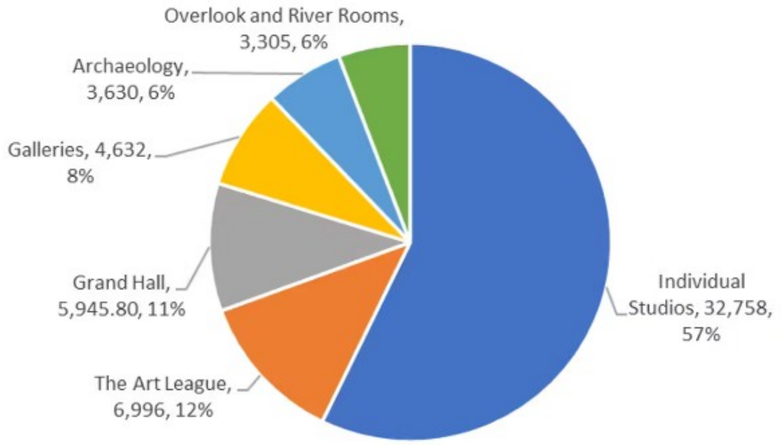
- Question #2

Mentimeter

QUESTION 2

Do you think the current space allocation is suitable for the future?





13

Board Structure

Board Structure

- The structure and composition of the board will be important to the success of the business plan and transition from city to non-profit operation.
- The case study research indicates organizations recruit board members based on professional background / expertise – the ability to fundraise is a plus, especially if that is key part of the business plan.

	Bromo Seltzer Arts Tower	The Clemente	Goggle Works Center for the Arts	Workhouse Arts Center
Composition and leadership structure of the governing body	• Board of Directors with Governance, Finance, and Development committees • Standing committees: Governance, Finance, and Development • No working artists have been required to be on the board. • No working artists have been required to be on the board.	• Board of directors • Entirely external board with no internal, resident artists • With 1 external artist and 1 non-profits arts professional	• Executive Committee: 7-8 members with Chair, Vice Chair, Treasurer • Board has at least 2 resident artists • Committees: Executive, Finance, Audit, and Governance	• Officers: Chair, Vice Chair, Treasurer, Secretary • No formal requirements, have at least one working artist • Standing committees: Finance, Governance, Advancement, Programs
Ability to incorporate stakeholder input to inform operations	• BOPA is looking to set up an Artist Advisory Council • Bromo Tower has a Tenants' Association that meets regularly with staff of facility	• Elected floor representatives • Artists / non-profit tenants propose potential board members	• 2-4 building-wide meetings per year • Staff has open-door policy • Canvassing local groups • Stakeholder surveys • Community partnerships and Neighborhood Task Force for economic development	• No formal tenant's organization • Building representatives meet with WAF staff monthly • CEO holds regular open forum • Programs Committee solicits artists for ideas and assistance

- Question #3

Mentimeter

QUESTION 3

Rank from most to least important skillset of future TFAC board members.

1 13

Mentimeter Results

For Q1 people voting “Other” felt they could not make an informed decision or wanted both / combined or wanted to explore additional revenue options like fund raising.

For Q2, it did seem to indicate prioritization/preference between spaces. There was discussion around operating rules parameters under Q2.

For Q3 people voting “Other” mentioned including Alexandria residents, Events Management, Museum Management, Cultural / Historic Resources, Education, Community Engagement. Arts League flagged education and someone mentioned community engagement.

THANK YOU

Facility Condition Assessment

Torpedo Factory Art Center – Alexandria, VA

September 2021

Submitted by:
Gordian
Jamie T. Clarke
Project Manager

99 Bedford St
Boston, MA 02211

Table of Contents

Acknowledgements 3
Executive Summary 4
One-Page Summary 4
What Do We Own? 5
What Are The Needs? 5
How Much Will It Cost? 8
What Do We Do First? 9
Methodology 11
Adherence to Industry Standards 11
Uniformat II Elemental Classification for cost analysis and cost estimating 11
Building Owners and Managers Association International (BOMA) 12
Accessibility, Life Safety, Codes, Standards and Regulations 12
RSMeans Construction Cost Data from Gordian 12
Adjustment Factors 13
Appendices 15
Asset Overview Report 15

Acknowledgements

VFA extends our appreciation to the City of Alexandria, Virginia, Facilities Planning and Construction Department Administrators and Staff for the cooperation and assistance provided during this Assessment project. The successful completion of this project would not have been possible without their valuable guidance, cooperation, and assistance. It was truly a team effort.

VFA hopes that the information provided within this Assessment will prove to be a useful tool for furthering the overall aims, goals and objectives of the City of Alexandria in the years to come.

VFA Contacts:

Mr. James Streeter, P.E.
VP Assessment Services
j.streeter@gordian.com
617-772-8196

Mr. Paul Brown, AIA
Project Director
p.brown@gordian.com
617-772-8186

Mr. Jamie Clarke
Project Manager
j.clarke@gordian.com
540-212-1211

Report Disclaimer

VFA has produced this document under an agreement between VFA and the City of Alexandria, Virginia. VFA disclaims any obligation to any other person with respect to any material presented in this document and no person may rely upon this document without advance and express written consent from VFA and such person's written agreement to be bound by the limitations, qualifications, terms, conditions, and indemnities to VFA set forth in that agreement. VFA specifically states that its review of the property in question is subject to monetary restraints and scope limitations. Given those limitations and conditions, VFA has made what, in its opinion, is a reasonable investigation, limited to visual observations. Design analysis of systems including structural systems has not been performed. VFA has also relied upon interviews and documents with the understanding that independent verification of their factual content is beyond the scope of VFA's work.

The materials presented in this document are "to VFA's knowledge" where such phrase means to VFA's actual knowledge of the subject matter after such inquiry as VFA considered reasonable considering the qualifications and limitations upon the scope of work.
Assumptions regarding the overall condition of the properties have been developed based upon inspection of "representative" areas of the facilities. As such, the development of schematic methods and associated costs for the correction of identified deficiencies is based upon the overview inspection and is also limited with respect to completeness.

Investigation for the presence of asbestos containing materials (ACM), PCB's, CFC's, radon, and other environmentally hazardous materials was not part of this project's scope of work. In addition, a review and certification that the buildings have been designed to meet current lateral loading (wind and seismic) or accessibility requirements, is not part of this review.

Executive Summary

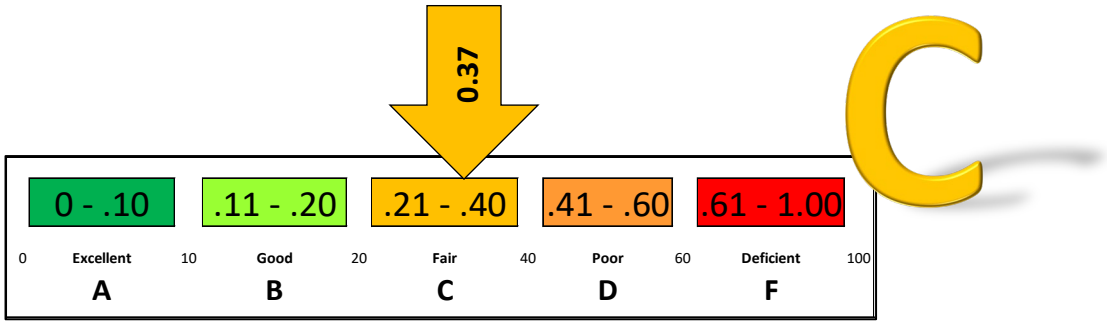
One-Page Summary

What do we Own?	What Are The Needs?	How Much Will It Cost?	What Should We Do First?
Assets	**Requirements**	**Funding**	**Strategy**
Asset List and System List Reports	*Requirement Reports*	*Requirement Forecast Reports*	*FCI Report + 3 Methods*

Torpedo Factory Art Center

Size (GSF)	*Replacement Value*	*Use*	*Original Construction Date*	*Age*	***FCI***	***FCI Deferred Maintenance***
76,000	$28,734,282	Retail	1918	103	**0.37**	**$10,659,780**

What is FCI Deferred Maintenance Cost? FCI Deferred Maintenance is the backlog of needed work to properly maintain systems and buildings. It includes past-due work which has been deferred on both a planned and an unplanned basis, along with 5-years of projected future maintenance needs.



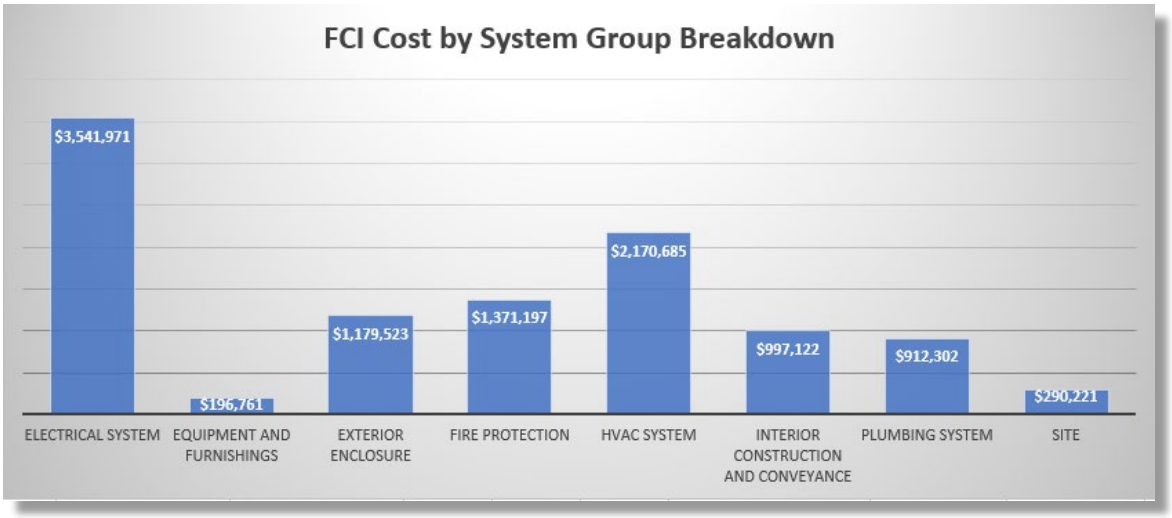
What is FCI? The "Facilities Condition Index" is a comparative measure of asset (building) conditions, and is simply the value of capital needs, within a certain time-period, divided into the current replacement value of those same assets.

What Do We Own?

On July 19, 2021, VFA assessed the Torpedo Factory Art Center located at 105 North Union Street in Alexandria, VA. The building is situated along the Potomac River and was originally constructed in 1918 as a Torpedo Factory for the United States Navy. In 1974, the Art Center was founded, and the three-story concrete structure became home to the largest collection of publicly accessible, working-artist studios in the United States, containing 82 studios and six galleries. The building underwent a major renovation in 1983 and encompasses 76,000 gross square feet and has a current replacement value of approximately $28.7 million.

Torpedo Factory in the 1920's (left) and in 2019 (right) (Photo Credits: Office of Historic Alexandria/Missy Schrott)

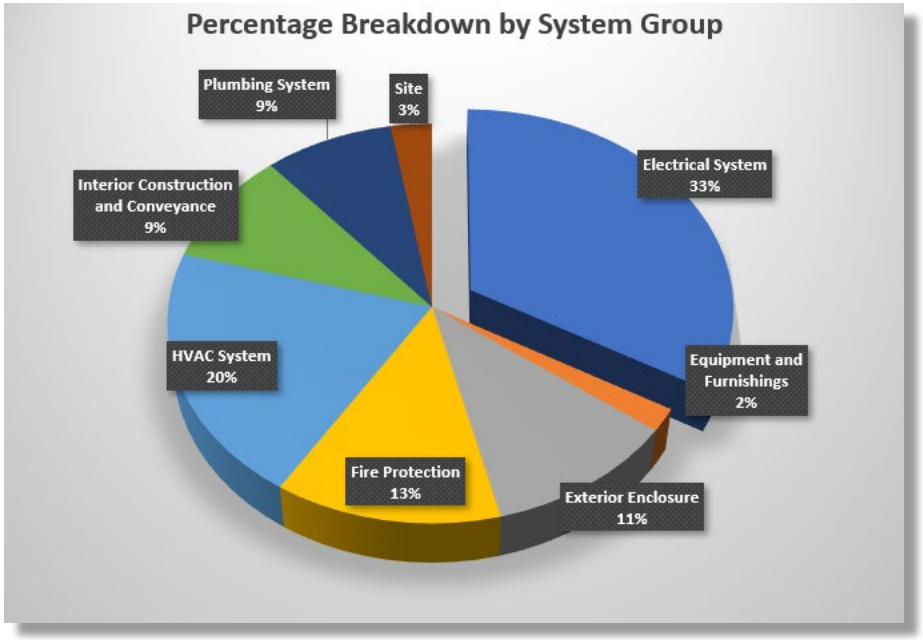
What Are The Needs?



FCI Cost (5-Yr Needs) by Primary System Group – Electrical System highest at $3.5 million

FCI Needs are currently valued at $10.7 million. This includes needs that are due within 5 years, and which are in certain System Groups and Categories. The Categories assigned to Requirements (needs) in the database can be thought of as the cause of the need, whereas the System Group is the primary roll-up components in the building (HVAC, Electrical, Structure, etc.).

The breakdown of the System Groupings show that the Electrical system has the highest value of needs at $3.5 million, followed by HVAC at $2.1 million, and then Fire Protection at $1.4 million. This is not surprising due to a lot of the Electrical systems (as well as others) being close to 40 years old. Although these systems are still functional, it will become increasingly difficult to obtain replacement parts, and could limit future use and expansions of space due to existing capacity limitations.

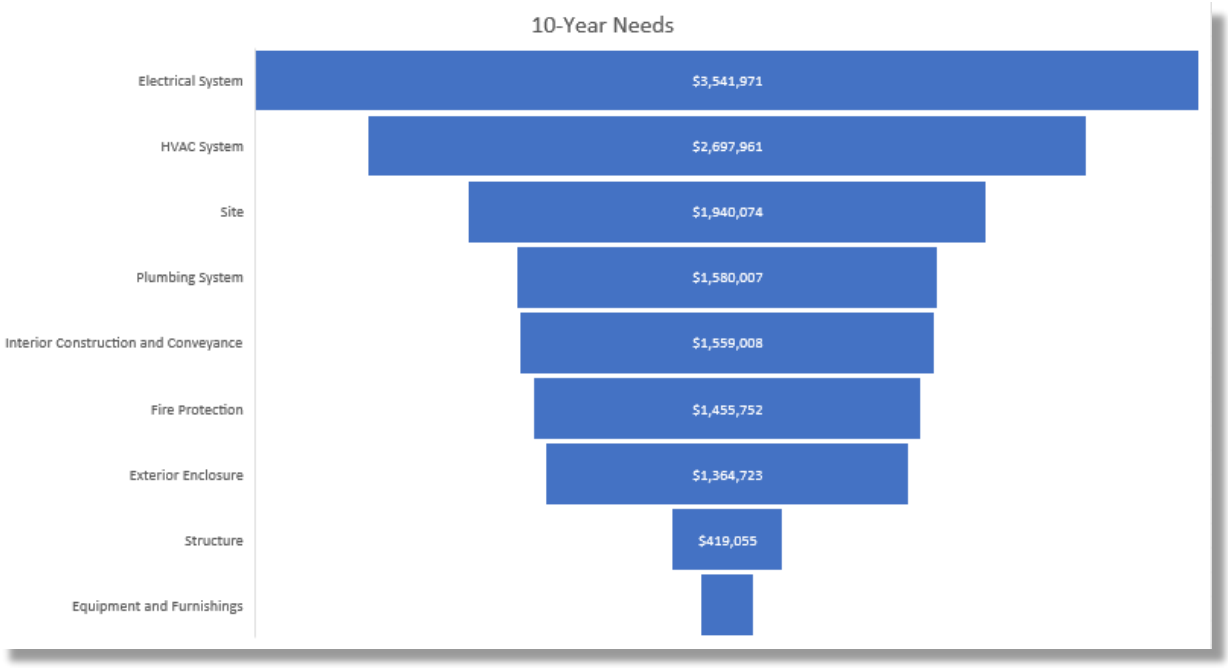


Percentage Breakdown of System Group FCI Needs - Electrical System makes up 33% of overall 5-year needs

The chart above shows the breakdown of system group by percentage of overall needs. The Electrical, HVAC, and Fire Protection System Groups collectively represent 66% of overall 5-year needs. The table below shows the needs by FY.

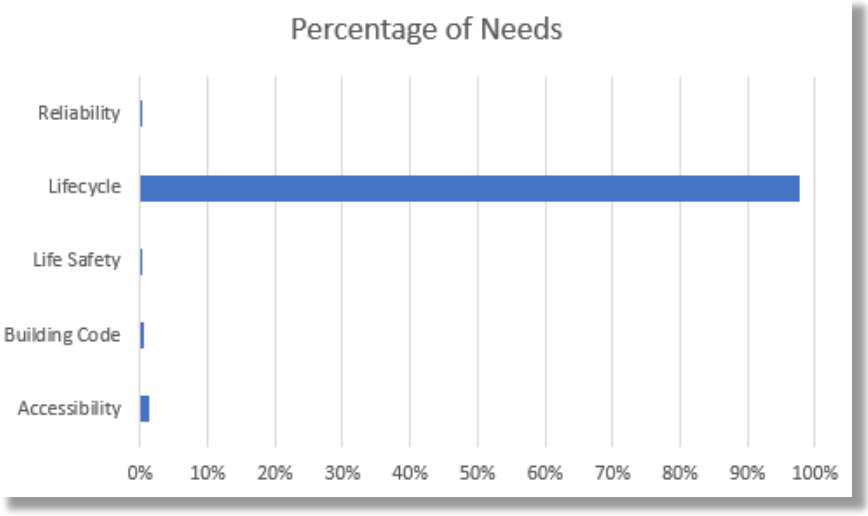
System Group	2022	2023	2024	2025	2026	2027	Grand Total
Electrical System		$1.61 m		$1.7 m	$0.23 m		$3.54 m
Equipment and Furnishings			$0.01 m			$0.19 m	$0.2 m
Exterior Enclosure			$1.1 m	$0.08 m			$1.18 m
Fire Protection				$1.37 m			$1.37 m
HVAC System	$0.03 m			$2.02 m	$0.01 m	$0.11 m	$2.17 m
Interior Construction and Conveyance	$0.03 m	$0.23 m	$0.32 m	$0.01 m		$0.4 m	$1. m
Plumbing System	$0.05 m		$0.32 m	$0.09 m	$0.43 m	$0.02 m	$0.91 m
Site			$0.17 m	$0.05 m	$0.08 m		$0.29 m
Grand Total	**$0.11 m**	**$1.84 m**	**$1.91 m**	**$5.32 m**	**$0.75 m**	**$0.72 m**	**$10.66 m**

When forecasting to a 10-year outlook, needs are currently valued at $14.8 million. The Electrical System group at 10-year forecast still has the largest value of needs, but they are the same found within the 5-year period. Surprisingly, the "Site" has the largest increase from the 5-year to 10-year forecast which appears to include items associated with the riverfront pier. Further engineering analysis of the pier may need to be conducted to determine if any of these costs can be extended to a later timeframe.



10-Year Needs Breakdown by System Group.

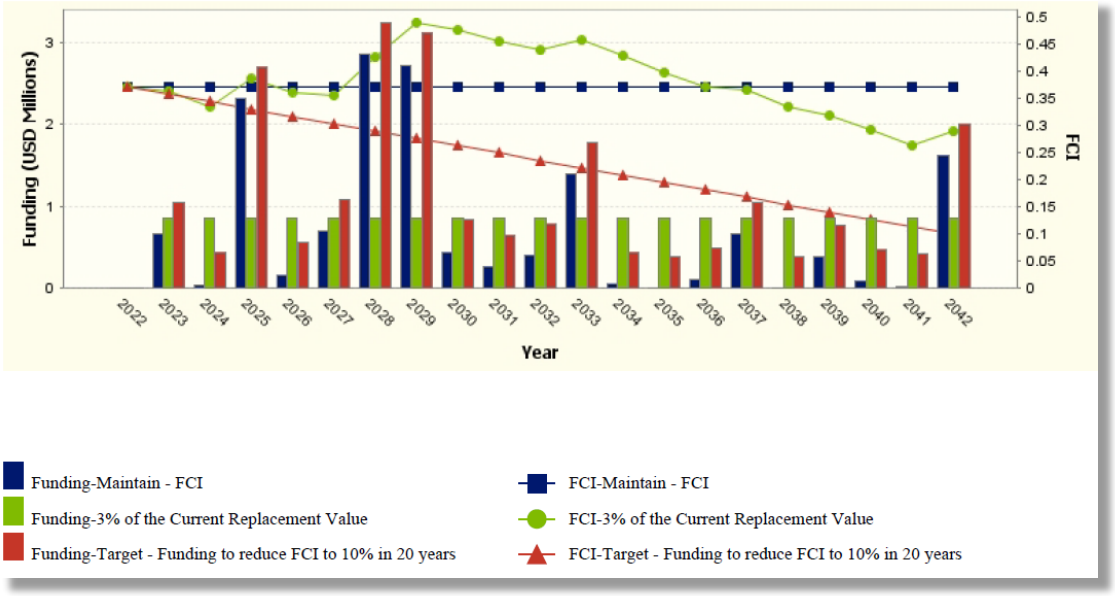
During the same 10-year period, 98% of the needs are found within the Lifecycle Category, which accounts for System Replacements and Renewals. This is good as there is a relatively low value of needs in the Accessibility, Life Safety, and Building Code Categories.



How Much Will It Cost?

The previous pages have shown to eradicate the 5-year and 10-year needs at a static point in time, but how much will it realistically cost, and how can you forecast appropriately against needs coming due with each passing year? Funding analysis is the best first place to start!

By looking at the needs over the next 20 years, it can help make more informed near-term decisions and allow for best approach to keep current conditions, or to make improvements to overall conditions over time.



20 Year Funding Scenarios

In this chart above, three options are illustrated:

- Funding at a level to maintain the current FCI (blue line with square dots) and blue bars (first bar in each grouping)
- Funding at a level equivalent to 3% of the Current Replacement Value, per year (green line with circles) and green bars (middle bar in each grouping)
- Funding at a level that achieves an improvement of current conditions, to a target FCI at the end of 20 years of .10, or an 'A' Rating (red line with triangles) and red bars (furthest right in each grouping)

The associated values for these options can be seen below:

Option	Starting FCI	Average Annual Funding	Total Funding over 20 Years	Ending FCI
Funding to Maintain Constant FCI	0.37	$ 743,995	$ 14,879,893	0.37
3% of Current Replacement Value	0.37	$ 862,028	$ 17,240,560	0.29
Funding to Reduce FCI to .10 "Excellent"	0.37	$ 1,133,312	$ 22,666,247	0.1

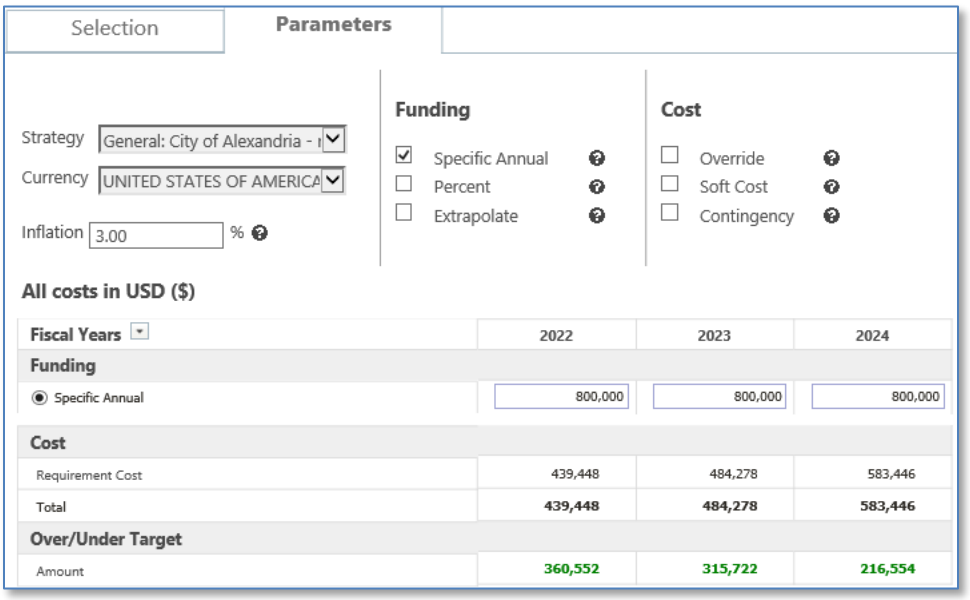
What Do We Do First?

Having established the needs and values, the next questions concern strategic decision making: What is the best approach to reducing the deferred maintenance backlog and improving facilities conditions, when balanced against programmatic needs? How do expenditures support the Mission of the City?

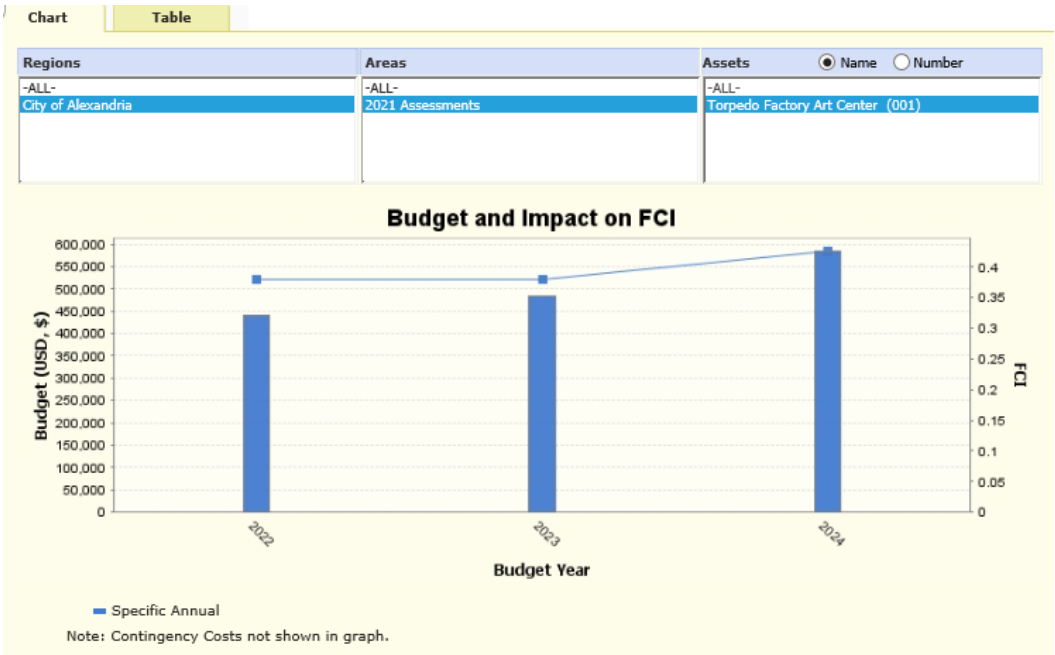
Strategic decisions can only be made by the City after careful consideration of many factors. In February of 2015, VFA conducted an on-site *Budget Workshop* to help the City formulate a capital spending strategy based upon agreed values and priorities. This workshop utilized a pairwise comparison method, with all the major stakeholders participating. The stakeholders discussed the goals and objectives of City capital maintenance and debated the merits of various options, creating a defensible capital budget strategy. The results of that effort are documented in a separate report, previously submitted. A key component of the process was the creation of three important criteria to be applied to needs, and to be considered in evaluating the merits of applying funds to certain items of work:

- Is the need 'Public Facing'? Will the taxpayers be able to see a return of value for city fees and taxes paid?
- Does the need have 'Operations Impact'? If the work is not done, will essential services go off-line?
- Is there the potential for 'Long-Run Savings'? If the work is done, will it provide long run savings due to reduced energy costs, or for other reasons?

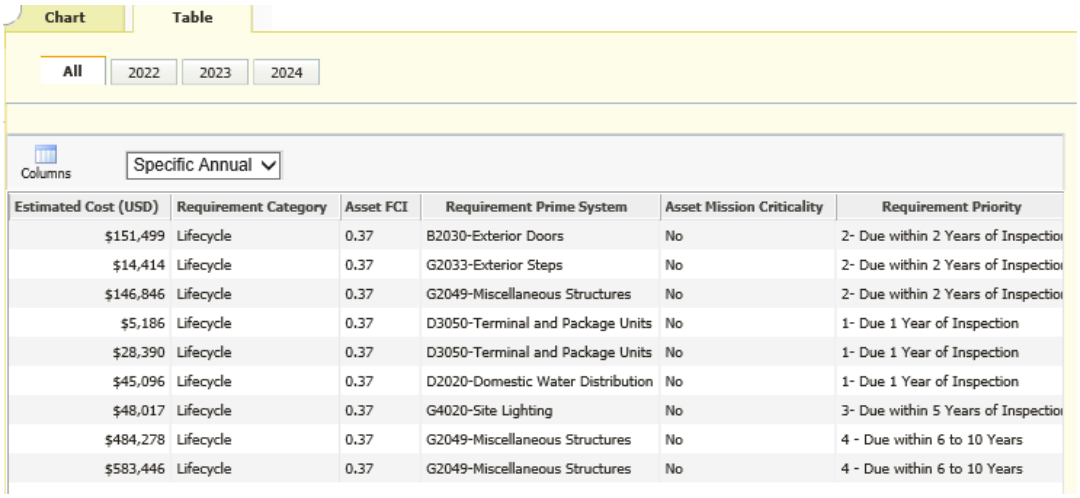
Those values, and several others, are now embedded with the Budget Strategy module of VFA.facility.



Example of Budget Workshop Selection Criteria (Not Specific to Torpedo Factory Art Center)



Using the detailed strategic weighting and pairwise comparisons now embedded within the Alexandria VFA.facility database, a list of prioritized projects for the next five years can be provided, based upon current data. This report was run with an annual budget of approximately $800k for this building, for a period of three years. The primary needs based upon these parameters and Alexandria's strategic ranking scenario metrics produced the following ranked needs:



Estimated Cost (USD)	Requirement Category	Asset FCI	Requirement Prime System	Asset Mission Criticality	Requirement Priority
$151,499	Lifecycle	0.37	B2030-Exterior Doors	No	2- Due within 2 Years of Inspectio
$14,414	Lifecycle	0.37	G2033-Exterior Steps	No	2- Due within 2 Years of Inspectio
$146,846	Lifecycle	0.37	G2049-Miscellaneous Structures	No	2- Due within 2 Years of Inspectio
$5,186	Lifecycle	0.37	D3050-Terminal and Package Units	No	1- Due 1 Year of Inspection
$28,390	Lifecycle	0.37	D3050-Terminal and Package Units	No	1- Due 1 Year of Inspection
$45,096	Lifecycle	0.37	D2020-Domestic Water Distribution	No	1- Due 1 Year of Inspection
$48,017	Lifecycle	0.37	G4020-Site Lighting	No	3- Due within 5 Years of Inspectio
$484,278	Lifecycle	0.37	G2049-Miscellaneous Structures	No	4 - Due within 6 to 10 Years
$583,446	Lifecycle	0.37	G2049-Miscellaneous Structures	No	4 - Due within 6 to 10 Years

Methodology

Prior to beginning, the VFA team worked closely with The City of Alexandria to define the parameters of the project and ensure that the final deliverable would meet their needs. A Pre-assessment meeting was held with key stakeholders to confirm the goals and objectives and discuss methodology and results. A separate meeting was conducted for each phase to discuss and confirm schedules, and to gather essential building plans and information for the initial set of assets.

During the phase of field assessments, VFA's teams visited the assigned building(s). Observations were made to identify deficient conditions and assess the remaining lifecycle of major asset systems. Observed system conditions and requirements were documented via electronic tablet, notetaking, and with extensive use of digital photographs. The observations of the asset interiors included all mechanical and electrical rooms, as well as all private rooms and common spaces except for tenant-occupied areas.

Data Compilation followed the period of field assessments. Data entered includes Asset Descriptions, System Models (age, condition, value, quantity, and remaining life), a replace-in-kind replacement value, and a projected renewal cost. Requirements were created for anticipated system renewals, and for repair and replacement issues such as systems or components found to be unsafe, broken / damaged, no longer performing the intended function, or not conforming to applicable codes. Requirements were assigned Priorities and grouped into Categories according to the cause or reason for the requirement. A corrective action for each requirement accompanied by a value estimate, was developed to provide the essential monetary basis of the current and future infrastructure needs.

Client Review. The City of Alexandria provided a thorough review of asset, system, and requirement level data and provided feedback to be considered for inclusion into the final reports. Changes/updates have been incorporated into this final report.

Adherence to Industry Standards

The facility condition assessment process implemented by VFA is based on the American Society for Testing and Materials (ASTM) Document E-2018-15, - Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. Furthermore, our methodology's data structure incorporates industry recognized standards into the process including:

Uniformat II Elemental Classification for cost analysis and cost estimating

- A method of arranging construction information based on functional elements. An asset (building in this case) is broken down by its systems / components and the assessment is conducted with the intent of delineating and reporting by UNIFORMAT Level 1 thru 4 depending on the system assembly.
- Two examples of utilizing different UNIFORMAT levels for systems within a building are as follows:

- Example 1 - building foundation may be assessed, documented, and valued by UNIFORMAT Level 2 (Group Elements) which would include the assembly of walls, footings and waterproofing where further UNIFORMAT division would not be necessary for future repairs.
- Example 2 - lighting equipment may be assessed, documented and valued by UNIFORMAT Level 4 (Sub-Elements) to delineate the types of lights between fluorescent, incandescent, high-pressure sodium, LED, etc., thus allowing for more strategic capital investments in terms of upgrades for energy efficiency.

Building Owners and Managers Association International (BOMA)

- VFA utilizes BOMA's average expected useful life (EUL) for the development of asset systems and major equipment to develop the theoretical life expectancy of a given system or component based on install year and age. This theoretical age is the baseline for establishing a calculated renewal year and a calculated remaining useful life (RUL) of the system. The assessment team, through observation, review of documentation provided and interviews with knowledgeable staff, determined if the system or component is aging as expected by BOMA or if an actual adjustment to the remaining useful life (RUL) of the system / component is required to either extend or shorten the life of the system.

Accessibility, Life Safety, Codes, Standards and Regulations

The VFA team documents observed non-compliance deficiencies as it relates to accessibility, life-safety, building codes and standards and local regulations during the evaluation of asset system condition. Non-compliance findings are limited due to sampling of space and limited measurements and therefore should not be considered an exhaustive list of all non-compliance for a given property. Non-compliance may be noted with respect to codes for new construction, without implying non-conformance with older regulations in force at the time of original construction.

VFA does not include intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, and hazardous material testing as part of the standard assessment methodology. If observed field conditions warrant further testing, VFA will make recommendations for such investigation as appropriate and include in the final deliverable.

RSMeans Construction Cost Data from Gordian

All cost estimates are developed using RSMeans Construction and Facilities Maintenance and Repair Costs data which is embedded in the VFA.facility software. VFA has developed an extensive construction cost estimating library of renovation, repair, systems renewals, upgrades, and construction packages as well as building replacement values from the RSMeans data source. This yields consistent and reliable construction cost estimates for capital planning. The foundation of our library Cost data is updated on an annual basis as the cost of raw materials, supply and demand, shipping costs, market maturity, time of year, energy costs and industry trends all influence construction prices. Additionally, RSMeans data is regionally adjusted using location factors across North America.

The U.S. Department of Energy and many others use a system of five classes of estimates. VFA's estimates shall be considered Class 4, Intermediate, for purposes of seeking preliminary project approval.

Estimate Class	Name	Purpose	Project Definition Level
Class 5	Order of Magnitude	Screening or Feasibility	0% to 2%
Class 4	**Intermediate**	**Concept Study or Feasibility**	**1% to 15%**
Class 3	Preliminary	Budget, Authorization, or Control	10% to 40%
Class 2	Substantive	Control or Bid/Tender	30% to 70%
Class 1	Definitive	Check Estimate or Bid/Tender	50% to 100%

Adjustment Factors

The RSMeans system replacement cost estimates is cross-checked against published square foot estimates to ensure alignment. Additionally, cost estimates may be compared to available historical cost information provided by Client. Adjustments to the cost estimates, above the initial installing contractor costs, is recommended by VFA.

The VFA project manager uses an adjustment factor worksheet and facilitates a discussion to document and determine an adjustment factor. Considerations for adjustment may include local construction costs, capital project charges, as well as historic/heritage status. ***City of Alexandria's Adjustment Factor is set at 1.9.***

- Client Market-Specific Premium - In VFA's experience, a premium cost multiplier sometimes needs to be utilized to reflect the additional cost to a client based on market conditions. These conditions could be related to the type/complexity of the building, tendering process (competing for Contractors with others) and geographic region.
    - The reasons for a higher premium may include compressed work schedules; work in occupied spaces; public safety and security obligations; parking and layout restrictions; system quality; system redundancy; and diligent conformance to codes and standards. These costs can vary by facility system somewhat, but to promote consistency and continuity a single adjustment factor will be used for all systems.
- Actual costs may vary. Opinions of costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from VFA's requirement action values. Opinion of costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of work (if applicable), quality of contractor, quality of project management, market conditions, and whether competitive pricing is solicited, etc. VFA makes no warranty, express or implied, that the bids or the negotiated cost of the requirement action will not vary from VFA's estimate of probable construction cost.

- VFA utilizes RSMeans Construction Cost Data to develop cost estimates for asset systems and requirements. VFA and Gordian are both Operating Companies under our Parent Company, Fortive. This unique business relationship provides our clients the assurance of cost estimates with clear basis that can be utilized for capital planning and budgets.

In addition to the above industry standards, VFA incorporates the following standards and industry recognized metrics into the assessment methodology and resulting deliverables:

- National, State / Provincial and Local Building Codes / Standards
- ASTM document E 2018–15, Baseline Evaluation – Abbreviated Accessibility Survey
- VFA Assessment Methodology Guide based on best assessment practice of NACUBO, IFMA and APPA
- Current Replacement Value (CRV)
- Facility Condition Index (FCI)
- Requirement Index (RI), also known as FCNI
- Systems Condition Index (SCI)

Appendices

Asset Overview Report

Asset Overview Report

By Asset Name

City of Alexandria - Torpedo Factory Art Center - 20210916

Asset Overview Report
By Asset Name

Region: City of Alexandria
Area: 2021 Assessments
Asset: Torpedo Factory Art Center
Asset Number: 001

Assets are ordered by Asset Name
Currency: USD

Statistics

FCI Cost:	10,659,780	**FCI:**	0.37
RI Cost:	14,755,310	**RI:**	0.51
Total Requirement Cost:	14,464,466	**Size:**	76,000 SF
Current Replacement Value:	28,734,282		

Address 1	105 North Union Street	**Address 2**	-
City	Alexandria	**State/Province/Region**	Virginia

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

Photo

Torpedo Factory Art Center

Asset Description

ARCHITECTURAL

The Torpedo Factory Art Center is located at 105 North Union Street in Alexandria, Virginia. The building is situated along the Potomac River and was originally constructed in 1918 as a Torpedo Factory for the United States Navy. In 1974, the Art Center was founded, and the three-story concrete structure became home to the largest collection of publicly accessible, working-artist studios in the United States, containing 82 studios and six galleries. The building encompasses 76,000 gross square feet and in 1983 underwent a major renovation as part of the City's waterfront development plan. The factory was gutted entirely, including all pipes, electrical components, windows, and flooring, a second floor was constructed at this time and HVAC systems were added. The artful spiral staircase and main staircase were both added at this time and the grand reopening celebration was held on May 20, 1983.

Per the Virginia Construction Code (VCC) Section 304 the overall building occupancy is classified as Business, Group B. Per the Virginia Construction Code (VCC) Section 601 the facility is construction Type 2-B, Fully Sprinklered.

The facility is partially in compliance with ADAAG.

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

Note: The 2021 field assessment and data do not include the interior finishes, loft stairs and platforms and tenant divider walls within the tenant spaces.

MECHANICAL

HVAC

The building is conditioned by four roof mounted packaged air conditioner units with natural gas fired heat and evaporative cooled condenser. AC-1 and AC-2 are rated at 73 tons. AC-3 and AC-4 are rated at 59 tons.

The ventilation system includes roof-mounted exhaust fans EF-1, EF-2, EF-3, EF-4, EF-5, EF-10, EF-11, EF-12, EF-13 and EF-14. The ventilation system also includes roof-mounted smoke evacuation fans SVF-1, SVF-2, SVF-3 and SVF-4. Controllers for the smoke evacuation fans are located in the third floor electrical equipment room.

The HVAC system also includes metal ducting and diffusers. HVAC control is by a DDC system with area thermostats.

Cooling is supplemented by a DX split system air conditioning unit located in the Archeology area on the third floor mezzanine level with the condensing unit located on the roof of the building. The unit uses R22 refrigerant. Cooling also includes a thru wall air conditioning unit which serves the penthouse. Humidification in the Archeology area is provided by an electric unitized humidifier. Heating in the penthouse is supplemented by electric unit heaters.

PLUMBING

Domestic water is supplied to the building by multiple 3-inch services with distribution by insulated copper piping and reduced backflow preventers at non-potable takeoffs. The domestic hot water is provided in by an 80-gallon commercial-grade electric water heater with recirculation pump located in the first floor equipment room. Restroom fixtures include vitreous china urinals, water closets, and lavatories. Other plumbing fixtures include wall-mounted water coolers, cast iron service sinks and utility sinks in custodial closets on each floor. The Sanitary waste system includes cast iron piping, with gravity discharge to the municipal system. Rain water drainage consists of interior piping, roof drains and 4-inch PVC discharge piping by gravity flow to a municipal main. The building also has secondary water drainage using roof scuppers and down spouts.

The building has a natural gas supply, meter and distribution system.

FIRE PROTECTION

The building is protected by an automatic fire sprinkler system that is supplied from an 8-inch fire main to zoned standpipe risers located at the exterior perimeter of the building. The systems are monitored for anti-tamper and flow, with post indicator valves and a fire department connection via the fire water loop at the exterior of the building. The building also has handheld dry chemical fire extinguishers located throughout the building.

CONVEYANCE

The building is equipped with a three story hydraulic passenger elevator with a lifting capacity of 8,000 lbs. The elevator equipment is located in the elevator equipment room on the first floor level of the building.

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

ELECTRICAL

ELECTRICAL SERVICE

The electrical power is supplied by a utility transformer and is terminated in the main service panelboard located in the second floor electrical equipment room. The service is rated at 1200A, 277/480V, 3PH, 4 W.

ELECTRICAL DISTRIBUTION

The electrical distribution system is rated at 277/480V and 208/120V three phase, four wire. Distribution includes circuit breakers in the main service panelboard which serve distribution panelboards, step-down transformers, lighting, branch wiring devices, mechanical equipment and electrical equipment located throughout the facility.

LIGHTING SYSTEMS

The building interior lighting system includes surface mounted industrial fluorescent fixtures in equipment and utility spaces. General area lighting is provided by pendant mounted industrial incandescent fixtures which have been retrofitted with compact fluorescent lamps and 4' industrial fluorescent fixtures. Recessed mounted 1'x4' fluorescent fixtures with prismatic lenses are installed in restrooms. The Archeology area includes track mounted incandescent fixtures. Fluorescent light fixtures utilize a combination of compact fluorescent and T-8 lamps with electronic ballasts.

EMERGENCY LIGHTING

The emergency lighting system includes battery powered wall mounted fixtures. Exit signs are provided and utilize LED lamps.

FIRE ALARM SYSTEM

The building includes an analog fire alarm system. The fire alarm system includes: head end equipment, pull stations at exit doors, bells, audio/visual strobes, visual strobes, smoke detectors, duct smoke detectors, tamper and flow switches, conduit, wire, and connections. The main fire alarm panel is located in the third floor electrical room. A remote annunciator panel is located in the first floor lobby.

COMMUNICATIONS AND SECURITY SYSTEMS

The building includes a card access security system. The security system includes card readers, conduit, and cabling.

The building utilizes a local area network system providing outlets at appropriate locations throughout the building. The system includes, equipment racks, patch panels, wiring, cable management, data jacks outlet boxes and WIFI access points. The LAN system utilizes a combination of Category 5E and Category 6 cables. The telephone system uses VOIP (Voice Over Internet Protocols) equipment.
The building has a television system which includes cable entrance equipment amplifiers, splitters, wall outlets, and conduits.

SITE

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

Architectural site items include rear dock walkway, benches, metal fences, seawalls, pile moorings, and boat piers located directly on the water side. Site systems exclude the adjacent Old Town Alexandria City sidewalks, decking, areaways and roadway around the building.

Site - Mechanical

There is a fire hydrant that is connected to the municipal water supply. There is a standpipe on the boat pier directly behind the building.

Site - Electrical

There are HID pole lights that illuminate the sidewalks and pier areas around the building. There are boat power ports on the boat pier directly behind the building.

Asset Replacement Value Based on System Costs with Overheads

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
A - Substructure	Caissons (Drilled Pier) in Rock	75	6	1918	2032	84,150	1,402,495
A - Substructure	Foundation Wall and Footings - No Basement	75	6	1918	2032	12,198	203,301
A - Substructure	Structural Slab on Grade - Heavy Industrial	75	6	1918	2032	52,166	869,440
B10 - Superstructure	Multi-Story - Concrete	75	6	1918	2032	270,541	4,509,023
B10 - Superstructure	Fireproofing - Intumescent Paint	75	125	1983	2059	39,439	31,551
B10 - Superstructure	Mezzanine Level - Steel	75	6	1983	2059	4,149	66,380
B2010 - Exterior Walls	Painted Finish - Exterior	5	125	2019	2025	78,834	63,067
B2010 - Exterior Walls	Concrete Walls - (CIP)	75	12	1918	2032	140,740	1,172,832
B2010 - Exterior Walls	Stucco On CMU Walls	60	12	1983	2044	3,214	26,783
B2016 - Exterior Soffits	Painted Plaster Soffit	30	125	1983	2032	15,314	12,251
B2020 - Exterior Windows	Aluminum Windows	30	125	1983	2033	2,849,582	2,279,666
B2030 - Exterior Doors	Overhead Rolling Doors - Electric Operation	30	125	2021	2052	14,488	11,590

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
B2030 - Exterior Doors	Automatic Openers - Pair	12	125	1996	2024	53,560	42,848
B2030 - Exterior Doors	Door Assembly - 6 x 7 Storefront	30	125	1983	2024	55,045	44,036
B2030 - Exterior Doors	Door Assembly - Storefront - Sliding	30	125	1996	2024	151,499	121,199
B2030 - Exterior Doors	Door Assembly - 3 x 7 HM	30	125	1983	2024	34,106	27,285
B2030 - Exterior Doors	Door Assembly - 6 x 7 HM	30	125	1983	2024	13,165	10,532
B30 - Roofing	Inverted Roof Membrane Assembly (IRMA)	25	125	2000	2024	699,606	559,685
B3021 - Glazed Roof Openings	Skylights - Monumental	30	125	1983	2024	78,052	62,442
B3022 - Roof Hatches	Smoke Hatches	40	125	1983	2024	11,201	8,961
C1010 - Partitions	CMU Block Walls - Plain	50	62	1983	2034	303,440	485,503
C1010 - Partitions	GWB Walls - Standard (Non-Painted)	50	62	1983	2034	25,935	41,496
C1010 - Partitions	Windows/Storefront Partitions	50	62	1983	2034	199,300	321,452
C1010 - Partitions	Tenant Corridor Walls	50	62	1983	2034	88,923	142,277
C1020 - Interior Doors	Swinging Doors - Pair - 6 x 7 HM - Rated	50	125	1983	2034	15,481	12,385
C1020 - Interior Doors	Swinging Doors - 6 x 7 Storefront	30	125	1983	2027	36,120	28,896
C1020 - Interior Doors	Swinging Doors - 3 x 7 Wd	50	125	1983	2034	548,187	438,549
C1020 - Interior Doors	Swinging Doors - 3 x 7 Wd - Rated	50	125	1983	2034	85,652	68,522
C1020 - Interior Doors	Swinging Doors - Pair - 6 x 7 Wd	50	125	1983	2034	530,640	424,512
C1020 - Interior Doors	Automatic Openers - Pair	30	125	1996	2024	26,780	21,424
C1030 - Fittings	Toilet Partitions - Polymer Plastic	40	125	2004	2045	33,815	27,052
C1030 - Fittings	Restroom Accessories	25	125	2004	2030	37,159	29,727
C1034 - Ornamental Metals and Handrails	Balcony Railings - Average	50	125	1983	2034	351,320	281,056
C1035 - Identifying Devices	Fittings - Signage (Room Numbering and Identification)	10	125	2004	2024	50,008	40,006

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
C20 - Stairs	Stairs - Steel and Concrete	75	38	1983	2059	206,275	550,066
C20 - Stairs	Stairs - Concrete	75	38	1983	2032	3,184	8,490
C20 - Stairs	Stairs - Spiral	75	38	1983	2059	3,885	10,360
C20 - Stairs	Stairs - Curved Featured Stairs	75	38	1983	2059	36,855	98,280
C3010 - Wall Finishes	Painted Finish	10	125	2004	2024	236,132	188,906
C3010 - Wall Finishes	Ceramic Wall Tile - Newer	25	125	2004	2030	16,316	13,053
C3010 - Wall Finishes	Ceramic Wall Tile - Older	25	125	1983	2025	10,878	8,702
C3020 - Floor Finishes	Ceramic Floor Tile	25	125	2004	2030	28,225	22,580
C3020 - Floor Finishes	Carpeting	10	125	2004	2022	33,441	26,753
C3020 - Floor Finishes	Vinyl Sheet Goods	12	125	2016	2029	41,770	33,416
C3020 - Floor Finishes	Vinyl Plank	12	125	2019	2032	41,770	33,416
C3020 - Floor Finishes	Quarry Tile	25	125	1983	2030	110,012	88,010
C3020 - Floor Finishes	Laminate Flooring	25	125	2016	2042	16,138	12,910
C3030 - Ceiling Finishes	Acoustical Sound Absorbing Ceiling Panels	25	81	1983	2023	8,966	11,035
C3030 - Ceiling Finishes	GWB Taped and Finished	30	125	1983	2030	21,750	17,400
C3030 - Ceiling Finishes	Painted Ceiling Finish - Exposed Concrete	20	150	1983	2023	200,355	133,570
D1010 - Elevators and Lifts	Hydraulic Passenger Elevator - 8,000 lbs	35	125	1983	2027	364,308	291,446
D2010 - Plumbing Fixtures	Restroom Fixtures - Women's - Floor 1	30	125	2004	2035	31,902	25,522
D2010 - Plumbing Fixtures	Restroom Fixtures - Men's - Floor 3	30	125	2004	2035	21,666	17,333
D2010 - Plumbing Fixtures	Restroom Fixtures - Women's - Floor 3	30	125	2004	2035	31,902	25,522
D2010 - Plumbing Fixtures	Restroom Fixtures - Men's - Floor 2	30	125	2004	2035	21,666	17,333
D2010 - Plumbing Fixtures	Restroom Fixtures - Women's - Floor 2	30	125	2004	2035	31,902	25,522

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
D2010 - Plumbing Fixtures	Custodial/Utility Sinks	30	125	1983	2025	46,476	37,181
D2010 - Plumbing Fixtures	Service Sinks - Two Station Cast Iron	30	125	1983	2025	45,989	36,791
D2010 - Plumbing Fixtures	Sinks - Stainless Steel - Archeology	30	125	2000	2031	5,676	4,541
D2010 - Plumbing Fixtures	Restroom Fixtures - Men's - Floor 1	30	125	2004	2035	21,666	17,333
D2010 - Plumbing Fixtures	Water Coolers - Wall-Mounted	20	125	2000	2027	21,931	17,545
D2020 - Domestic Water Distribution	Domestic Water Distribution	30	125	1983	2028	662,029	529,623
D2020 - Domestic Water Distribution	Water Heater - Elec - 80 Gal	15	125	2000	2022	45,096	36,077
D2030 - Sanitary Waste	Sanitary Waste - Gravity Discharge	50	125	1983	2026	434,655	347,724
D2040 - Rain Water Drainage	Roof Drainage - Gravity	50	125	1993	2044	338,656	270,925
D2090 - Other Plumbing Systems	Natural Gas Distribution	40	125	1983	2024	318,155	254,524
D3030 - Cooling Generating Systems	DX Split System - Archeology	15	125	2015	2031	24,031	19,224
D3040 - Distribution Systems	Ductwork	25	125	1983	2025	2,016,113	1,612,890
D3040 - Distribution Systems	Exhaust System - Welding Fume Exhaust	15	125	2010	2026	7,914	6,331
D3040 - Distribution Systems	Smoke Evacuation Fans - Roof	25	125	1983	2027	113,082	90,465
D3040 - Distribution Systems	Exhaust Fans - Roof	25	125	2009	2035	282,704	226,163
D3040 - Distribution Systems	Exhaust System - Fume Hood	25	125	2004	2030	30,576	24,460
D3040 - Distribution Systems	Humidifier - Archeology	25	125	2010	2036	75,032	60,026
D3041 - Air Distribution Systems	Air Handling Unit - AC-3 - Roof	25	125	2012	2038	346,238	276,991
D3041 - Air Distribution Systems	Air Handling Unit - AC-2 - Roof	25	125	2012	2038	346,238	276,991
D3041 - Air Distribution Systems	Air Handling Unit - AC-4 - Roof	25	125	2012	2038	346,238	276,991
D3041 - Air Distribution Systems	Air Handling Unit - AC-1 - Roof	25	125	2012	2038	346,238	276,991
D3050 - Terminal and Package Units	Thru Wall AC Units	10	125	1983	2022	5,186	4,149

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
D3050 - Terminal and Package Units	Unit Heaters - Electric	15	125	1983	2022	28,390	22,712
D3060 - Controls and Instrumentation	DDC System	20	125	2009	2030	472,669	378,135
D3060 - Controls and Instrumentation	CRAC Unit	25	125	2015	2041	63,378	50,702
D40 - Fire Protection	Fire Extinguishers - Dry Chem	30	125	2000	2031	84,555	67,644
D40 - Fire Protection	Sprinkler System	35	125	1983	2025	1,371,197	1,096,957
D5010 - Electrical Service and Distribution	Main Electrical Service - 1200A - 277/480V	30	125	1983	2023	125,373	100,298
D5012 - Low Tension Service and Dist.	Distribution Equipment - Panelboards and Feeders - 480/277V & 208/120V	30	125	1983	2023	1,227,258	981,807
D5020 - Lighting and Branch Wiring	Lighting - Exterior - HID	20	125	1983	2025	29,960	16,329
D5021 - Branch Wiring Devices	Branch Wiring - Equipment & Devices	30	125	1983	2025	707,764	566,211
D5022 - Lighting Equipment	Lighting Fixtures - Interior - 2004	20	125	2004	2025	964,235	437,949
D5022 - Lighting Equipment	Lighting Fixtures - Interior - 2021	20	125	2015	2036	170,407	136,325
D5031 - Public Address and Music Systems	Public Address System	15	125	2004	2122	88,364	70,691
D5033 - Telephone Systems	Telephone System	15	125	2000	2122	328,961	263,169
D5035 - Television Systems	Television System	15	125	2000	2122	196,585	157,268
D5037 - Fire Alarm Systems	Fire Alarm System	15	125	2018	2034	541,673	433,338
D5038 - Security and Detection Systems	Security System - Card Access System	15	125	2006	2026	106,951	85,561
D5038 - Security and Detection Systems	Security System - CCTV	10	125	2014	2122	129,484	103,587
D5039 - Local Area Networks	LAN System	15	125	2011	2122	243,904	195,123
D5092 - Emergency Light and Power Systems	Exit Signs	15	125	2000	2026	125,837	100,670
D5092 - Emergency Light and Power Systems	Emergency Lighting - Battery Packs	15	125	1983	2023	253,149	202,520

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
E - Equipment and Furnishings	Fixed Casework	25	125	1983	2027	141,873	113,498
E - Equipment and Furnishings	Loading Dock Equipment	25	125	1983	2027	14,128	11,303
F1010 - Special Structures	Radial Masonry Chimney	75	25	1918	2027	30,017	120,069
G2033 - Exterior Steps	Exterior Stairs - Concrete with Epoxy Coating	50	125	1983	2034	24,226	19,380
G2033 - Exterior Steps	Exterior Stairs - Concrete	50	125	1983	2034	4,781	3,825
G2033 - Exterior Steps	Exterior Stairs - Brick on Concrete Base	40	25	1983	2024	14,414	57,655
G2041 - Fences and Gates	Fencing - Metal Rails with Ropes Tied	25	125	2000	2026	75,762	60,609
G2045 - Site Furnishings	Site Furnishings - Benches - Solid Steel Bar	30	125	2020	2051	48,670	38,936
G2049 - Miscellaneous Structures	Site Development - Finger Piers (Boat Slip) - Composite Deck	40	125	1983	2030	577,789	462,231
G2049 - Miscellaneous Structures	Site Development - Composite Dock Walkway	35	125	1983	2030	549,954	439,963
G2049 - Miscellaneous Structures	Site Development - Mooring Piles - Wood	40	125	1983	2030	470,173	376,139
G2049 - Miscellaneous Structures	Site Development - Seawalls - Wood	40	12	1983	2024	146,846	1,174,771
G3010 - Water Supply	Fire Hydrant	110	125	1983	2094	4,199	3,359
G3090 - Other Site Mechanical Utilities	Dry Standpipe System	35	125	2000	2036	12,759	10,207
G4010 - Electrical Distribution	Power Port - Boat Pier	30	125	2000	2031	51,937	41,550
G4020 - Site Lighting	Site Lighting - Pole Lighting	30	125	1983	2025	48,017	38,413
G4020 - Site Lighting	Site Lighting - Pole Lighting - Pier	30	125	2014	2045	54,487	43,590
					Subtotal		**28,734,282**

Overhead: 0

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report
By Asset Name

Subtotal	**0**
Total Replacement Value Based on System Costs with Overheads	**28,734,282**

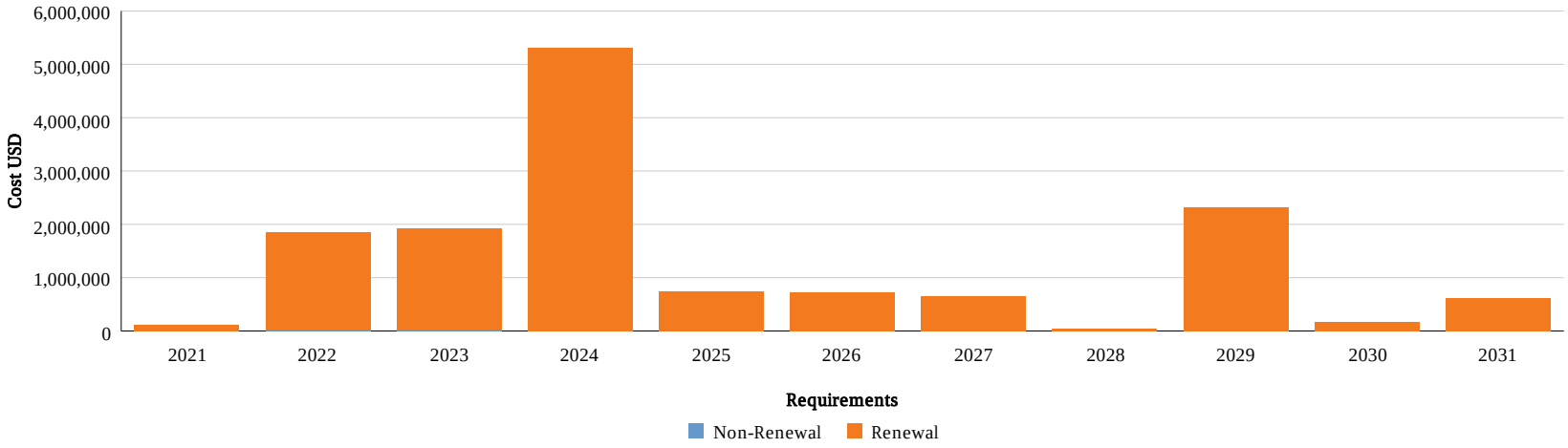
Requirements including Renewals

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Costs by Requirement Type



Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Acoustical Sound Absorbing Ceiling Panels Renewal	Yes	C3030 - Ceiling Finishes	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2022	8,966
Automatic Openers - Pair Renewal	Yes	C1020 - Interior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	26,780
Automatic Openers - Pair Renewal	Yes	B2030 - Exterior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	53,560
Branch Wiring - Conductors Exposed - Second Floor Electrical Room	No	D5021 - Branch Wiring Devices	Life Safety	1- Due 1 Year of Inspection	Jul 19, 2022	834
Branch Wiring - Equipment & Devices Renewal	Yes	D5021 - Branch Wiring Devices	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	707,764
Branch Wiring Loose Wires	No	D5021 - Branch Wiring Devices	Life Safety	1- Due 1 Year of Inspection	Jul 19,	610

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
					2022	
Caissons (Drilled Pier) in Rock Renewal	Yes	A - Substructure	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	84,150
Carpeting Renewal	Yes	C3020 - Floor Finishes	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2021	33,441
Ceramic Floor Tile Renewal	Yes	C3020 - Floor Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	28,225
Ceramic Wall Tile - Newer Renewal	Yes	C3010 - Wall Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	16,316
Ceramic Wall Tile - Older Renewal	Yes	C3010 - Wall Finishes	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	10,878
Concrete Walls - (CIP) Renewal	Yes	B2010 - Exterior Walls	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	140,740
Custodial/Utility Sinks Renewal	Yes	D2010 - Plumbing Fixtures	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	46,476
DDC System Renewal	Yes	D3060 - Controls and Instrumentation	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	472,669
DX Split System - Archeology Renewal	Yes	D3030 - Cooling Generating Systems	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2030	24,031
Distribution Equipment - Panelboards and Feeders - 480/277V & 208/120V Renewal	Yes	D5012 - Low Tension Service and Dist.	Lifecycle	1- Due 1 Year of Inspection	Jul 12, 2022	1,227,258
Domestic Water Distribution Renewal	Yes	D2020 - Domestic Water Distribution	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2027	662,029
Door Assembly - 3 x 7 HM Renewal	Yes	B2030 - Exterior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	34,106
Door Assembly - 6 x 7 HM Renewal	Yes	B2030 - Exterior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	13,165
Door Assembly - 6 x 7 Storefront Renewal	Yes	B2030 - Exterior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	55,045

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Door Assembly - Storefront - Sliding Renewal	Yes	B2030 - Exterior Doors	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	151,499
Ductwork Renewal	Yes	D3040 - Distribution Systems	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	2,016,113
Emergency Lighting - Battery Packs Renewal	Yes	D5092 - Emergency Light and Power Systems	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2022	253,149
Equipment and Furnishings - Obstructed Corridors and Egress Stairwells	No	E - Equipment and Furnishings	Life Safety	1- Due 1 Year of Inspection	Jul 19, 2022	5,219
Exhaust System - Fume Hood Renewal	Yes	D3040 - Distribution Systems	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	30,576
Exhaust System - Welding Fume Exhaust Renewal	Yes	D3040 - Distribution Systems	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2025	7,914
Exit Signs Renewal	Yes	D5092 - Emergency Light and Power Systems	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2025	125,837
Exterior Stairs - Brick on Concrete Base Renewal	Yes	G2033 - Exterior Steps	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	14,414
Exterior Windows - Aluminum Windows - Fogged	No	B2020 - Exterior Windows	Reliability	2- Due within 2 Years of Inspection	Jul 19, 2023	4,455
Fencing - Metal Rails - Rusted	No	G2041 - Fences and Gates	Reliability	2- Due within 2 Years of Inspection	Jul 19, 2023	5,182
Fencing - Metal Rails with Ropes Tied Renewal	Yes	G2041 - Fences and Gates	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2025	75,762
Fire Extinguishers - Dry Chem Renewal	Yes	D40 - Fire Protection	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2030	84,555
Fittings - Signage (Room Numbering and Identification) Renewal	Yes	C1035 - Identifying Devices	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	50,008
Fixed Casework Renewal	Yes	E - Equipment and Furnishings	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	141,873
Floor Finishes - Quarry Tile - Cracked and Damaged	No	C3020 - Floor Finishes	Life Safety	1- Due 1 Year of Inspection	Jul 19,	10,988

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
					2022	
Foundation Wall and Footings - No Basement Renewal	Yes	A - Substructure	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	12,198
GWB Taped and Finished Renewal	Yes	C3030 - Ceiling Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	21,750
Hydraulic Passenger Elevator - 8,000 lbs Renewal	Yes	D1010 - Elevators and Lifts	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	364,308
Inverted Roof Membrane Assembly (IRMA) Renewal	Yes	B30 - Roofing	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	699,606
Lighting - Exterior - HID Renewal	Yes	D5020 - Lighting and Branch Wiring	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	29,960
Lighting Fixtures - Interior - 2004 Renewal	Yes	D5022 - Lighting Equipment	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	964,235
Loading Dock Equipment Renewal	Yes	E - Equipment and Furnishings	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	14,128
Main Electrical Service - 1200A - 277/480V Renewal	Yes	D5010 - Electrical Service and Distribution	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2022	125,373
Multi-Story - Concrete Renewal	Yes	B10 - Superstructure	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	270,541
Natural Gas Distribution Renewal	Yes	D2090 - Other Plumbing Systems	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	318,155
Painted Ceiling Finish - Exposed Concrete Renewal	Yes	C3030 - Ceiling Finishes	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2022	200,355
Painted Finish - Exterior Renewal	Yes	B2010 - Exterior Walls	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	78,834
Painted Finish Renewal	Yes	C3010 - Wall Finishes	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	236,132
Painted Plaster Soffit Renewal	Yes	B2016 - Exterior Soffits	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	15,314

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Partitions - CMU Walls - Cracked	No	C1010 - Partitions	Reliability	2- Due within 2 Years of Inspection	Jul 19, 2023	5,642
Partitions - Firestopping Lacking	No	C1010 - Partitions	Building Code	1- Due 1 Year of Inspection	Jul 19, 2022	8,285
Power Port - Boat Pier Renewal	Yes	G4010 - Electrical Distribution	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2030	51,937
Quarry Tile Renewal	Yes	C3020 - Floor Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	110,012
Radial Masonry Chimney - Rusted Metal Straps	No	F1010 - Special Structures	Reliability	2- Due within 2 Years of Inspection	Jul 19, 2023	10,743
Radial Masonry Chimney Renewal	Yes	F1010 - Special Structures	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	30,017
Restroom Accessories Renewal	Yes	C1030 - Fittings	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	37,159
Sanitary Waste - Gravity Discharge Renewal	Yes	D2030 - Sanitary Waste	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2025	434,655
Security System - Card Access System Renewal	Yes	D5038 - Security and Detection Systems	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2025	106,951
Service Sinks - Two Station Cast Iron Renewal	Yes	D2010 - Plumbing Fixtures	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	45,989
Sinks - Stainless Steel - Archeology Renewal	Yes	D2010 - Plumbing Fixtures	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2030	5,676
Site Development - Composite Dock Walkway Renewal	Yes	G2049 - Miscellaneous Structures	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	549,954
Site Development - Finger Piers (Boat Slip) - Composite Deck Renewal	Yes	G2049 - Miscellaneous Structures	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	577,789
Site Development - Mooring Piles - Wood Renewal	Yes	G2049 - Miscellaneous Structures	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2029	470,173
Site Development - Seawalls - Wood Renewal	Yes	G2049 - Miscellaneous Structures	Lifecycle	2- Due within 2 Years of	Jul 19,	146,846

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
				Inspection	2023	
Site Lighting - Pole Lighting Renewal	Yes	G4020 - Site Lighting	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	48,017
Skylights - Monumental Renewal	Yes	B3021 - Glazed Roof Openings	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	78,052
Smoke Evacuation Fans - Roof Renewal	Yes	D3040 - Distribution Systems	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	113,082
Smoke Hatches Renewal	Yes	B3022 - Roof Hatches	Lifecycle	2- Due within 2 Years of Inspection	Jul 19, 2023	11,201
Sprinkler System Renewal	Yes	D40 - Fire Protection	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2024	1,371,197
Stairs - Concrete Renewal	Yes	C20 - Stairs	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	3,184
Structural Slab on Grade - Heavy Industrial Renewal	Yes	A - Substructure	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	52,166
Swinging Doors - 6 x 7 Storefront Renewal	Yes	C1020 - Interior Doors	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	36,120
Thru Wall AC Units Renewal	Yes	D3050 - Terminal and Package Units	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2021	5,186
Unit Heaters - Electric Renewal	Yes	D3050 - Terminal and Package Units	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2021	28,390
Vinyl Plank Renewal	Yes	C3020 - Floor Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2031	41,770
Vinyl Sheet Goods Renewal	Yes	C3020 - Floor Finishes	Lifecycle	4 - Due within 6 to 10 Years	Jul 19, 2028	41,770
Water Coolers - Wall-Mounted Renewal	Yes	D2010 - Plumbing Fixtures	Lifecycle	3- Due within 5 Years of Inspection	Jul 19, 2026	21,931
Water Heater - Elec - 80 Gal Renewal	Yes	D2020 - Domestic Water Distribution	Lifecycle	1- Due 1 Year of Inspection	Jul 19, 2021	45,096

Copyright © 2021 VFA, Inc. All rights reserved.

Asset Overview Report

By Asset Name

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Total						**14,464,466**

Copyright © 2021 VFA, Inc. All rights reserved.

MCC 1200
ARCHITECTURAL ENGINEERS PLLC

Torpedo Factory Art Center
Structural Investigation & Feasibility Study

1200AE PROJECT NO. 21-103

September 24, 2021

Prepared For:

City of Alexandria
Department of General Services
421 King Street, Suite 220
Alexandria, VA

By:

1200 Architectural Engineers, PLLC
210 North Lee Street, Suite 210
Alexandria, VA 22314

Table of Contents

Table of Contents 2
Introduction and Basis of Analysis 3
Analysis and Findings 9
Summary of Findings 17
Appendix A: Existing Building Drawings from 1982 Renovation (Selected Sheets) 19
Appendix B: Proposed Architectural Scope 31
Appendix C: Non-Destructive Evaluation Report 35
Appendix D: Structural Analysis Model for Existing Building with Rooftop Addition 56
Appendix E: Scope of Structural Reinforcement for Existing Building 60
Appendix F: Preliminary Cost Estimate for Structural Strengthening of Existing Building 63

Introduction and Basis of Analysis

The Torpedo Factory Art Center, originally the U.S. Naval Torpedo Station, was built beginning in 1918 after the end of World War I. The use of reinforced concrete in the United States was well underway, but still within its early years of development as a construction material. The robust structure, a reinforced concrete frame and flat slab construction with masonry and glass infill at the perimeter, was designed for industrial manufacturing purposes and had ample capacity for its subsequent uses, even with the addition of a new mezzanine level during the 1982-1983 renovation. With that addition however, the structure and its foundations were pushed closer to their designed capacity. A selection from these renovation drawings is included in Appendix A of this report.

Figure 1: Current East Elevation and Waterfront

As a part of the City of Alexandria's renewed interest in the revitalization of the Torpedo Factory Art Center, 1200 Architectural Engineers, PLLC (1200AE) was contracted to perform a structural study to evaluate the expansion of the occupiable space through the conversion of the existing roof into a new restaurant and event space. 1200AE's study focused on determining the modifications to the structural systems that will be necessary to complete this proposed concept. In addition, this revitalization program may consider modifying the lobby core and access to the water side of the building at the ground floor to develop a better connection between the building and the waterfront. For the purposes of this study, a possible atrium is addressed only in the broadest terms, as the structural implications and costs are very much tied to the final design approach. The structural implications of removing the ground level walls stem walls between the waterfront columns is discussed. A simple mockup image of the scope is represented in Figure 2, and basic plans to summarize the proposed architectural scope is summarized in Appendix B.

Figure 2: East Elevation and Waterfront

This study included a Non-destructive evaluation program (NDE) to estimate/confirm the existing structural elements. The all-concrete building that was constructed at the end of World War I was likely considered an advanced construction system since this construction method was still being developed. The testing program, performed by CBZ Consulting Inc. used Ground Penetrating Radar (GPR), metal detection and surface measuring techniques to explore the reinforcing steel that would have been embedded in the concrete and determine specific element dimensions. The full report of findings from this study is included in Appendix C of this report.

Although the instruments provide a good picture of the embedded elements, they cannot provide precise information on the sizes of individual reinforcing elements. As a result, effort was made to try to locate the original construction documents for the building. Although some positive indications were found by researching the holdings at the National Archives, at this time, access to the archives has not been possible due to pandemic restrictions. The lack of the availability of these documents requires certain assumptions be made as to the building's original design. These assumptions can impact proposed work and the cost of construction. Although the original documents were not able to be located at the time of this study, the renovation construction documents from 1982 were available. These documents provide some useful information to help confirm some observed conditions and define what alterations had already been completed.

The NDE work showed the reinforcing configurations to be in line with what is considered a conventional two-way concrete slab system at the Second Floor and the Roof. The Mezzanine structure was added in the 1982 Renovation and uses a precast concrete system that was connected to the existing columns for support. This information, along with other information gathered form the 1982 drawings, was utilized to develop a 3-D structural concept model of the building for input into a structural design software package called RAM Systems developed by Bentley. This software uses several modules to analyze the various elements of the structure to evaluate capacities and displacements of the structure and elements.

For the reinforced concrete design, it was necessary to make assumptions on the material strength for the concrete and reinforcing steel. We had hoped to be able to obtain this for the original construction documents, but they were not available due to access limitations from the pandemic. Our assumptions were based on historic information that is available based on the age of the structure. For the 1910-to-1920-time frame, the most common strength of concrete for structures appears to be about 2500psi. This is notably less than the strength of concrete used today which is commonly 4000psi for this type of structure. The higher strength concrete was available, but not used frequently enough for us to assume its use without materials testing of the existing structure. The reinforcing steel was available in a few strength levels, with the most common specification strength being 33,000 psi. Again, higher strengths were available but not as common, so without any materials testing we cannot assume a higher steel strength. Today the typical steel specification strength is 60,000psi. As a result of this general trend toward increasing material strengths with time, modern structures would require significantly less reinforcing if design standards were consistent. Although, durability, serviceability and extreme event requirements often result in larger quantities of reinforcing steel in modern structures.

Additional Background on the Concepts

The existing slope of the roof is significant versus more modern commercial building roofs. To provide the flat floor and deck system for the expanded roof space a new structure to level the floor is needed. The results of the NDE study in combination with our understanding of original designs for the roof slab indicated that the existing roof would not have the capacity to support a leveling system directly on the slab. As a result, the proposed system must be capable of spanning between the existing columns. It is therefore proposed that a steel frame for the floor and deck system be designed and detailed to carry the added loads to the top of the existing columns (see concept framing plan in Appendix B). To minimize the impact to

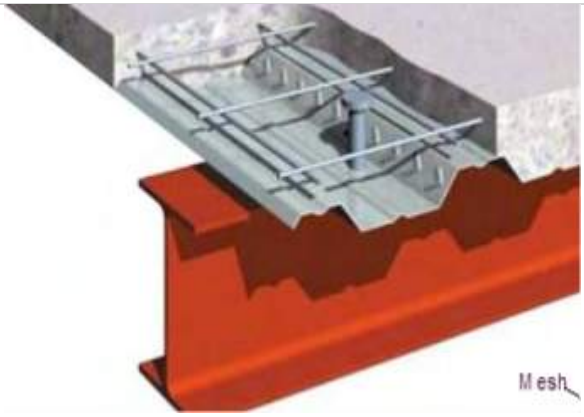


Figure 3: Concrete over Composite Steel Deck on Steel Beam Framing

the structure the proposed floor system that this study is based on utilizes what is considered a light and efficient steel and concrete system. This system would consist of a lightweight concrete topping over steel deck supported on steel beams (see Figures 3 & 4).

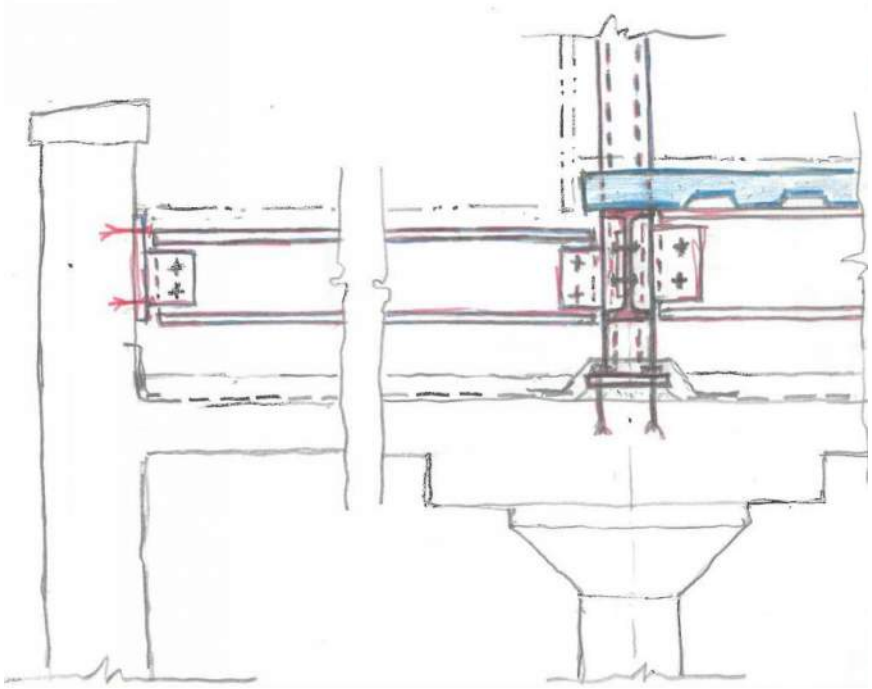


Figure 4: Typical Section at Raised Floor of Rooftop Addition and Perimeter Terrace

A full building structural analysis model, depicted in Figure 5, supported our evaluation for both gravity and lateral load-resisting systems. Appendix D provides additional views the model. The model is based primarily upon a current proposal submitted to the City for this scope of work, although some particularities of this design are not addressed for the sake of keeping this study more broadly applicable and acknowledging the common evolution of ideas and / or limitations encountered in the design process.

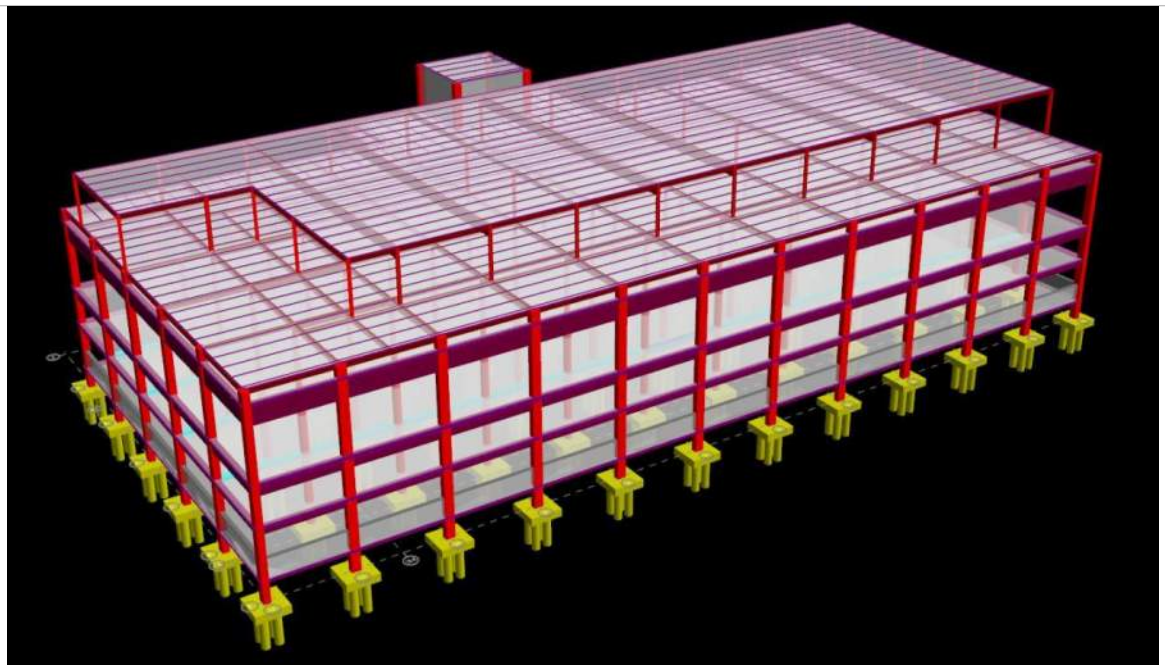


Figure 5: Structural Analysis Model

The results of the reinforcing steel layouts from the NDE study and our computer modeling were used to develop schematic designs of potential reinforcement needs. The conclusions are briefly summarized below:

- The superstructure above the foundation level was found to be robustly designed with respect to gravity loads, meaning the typical columns had more than enough capacity to support the proposed added load from self weight and normal operating floor loads (barring highly loaded atypical areas that might be encountered).
- However, the analysis found the following areas of significant overload conditions that warrant structural strengthening:
    - The perimeter columns, working integrally with spandrel beams as the primary lateral system of the building, are found to be overstressed as the result of lateral loadings (seismic load in this case). **The proposed solution to this overstress is the introduction of internal steel braced frames at selected locations.**
    - The foundations are typically overloaded by a percentage that is large enough to warrant strengthening. **The proposed solution is to introduce a system of grade beams that connect the column bases below the current slab level, set over top the existing pile caps, that would engage the capacity of new micropiles to augment the existing pile foundations.** As noted below, we recommend that these findings be further evaluated with a comprehensive geotechnical evaluation.

Appendix E provides some concept level representations of the proposed strengthening measures.

This information was then used to help develop an order of magnitude budget estimate for structural modifications to the existing building, included in Appendix F. It is important to note that this estimate is intended for use as a portion of an estimate developed by others to provide a complete construction cost budget estimate.

Load Assumptions

The loads used to evaluate the structure are developed from current building code requirements (ICC IBC 2018). To allow the most flexibility for space utilization at the supported levels the higher requirements of the corridors plus partitions were included over the entire floor. Live load reductions were included based on the code to take advantage of the probability of variations in occupancy.

The Live Loads noted in the 1982 Renovations Drawings are:

Table 1: 1982 Renovation Loadings

The Live Loads used in this study are as follows:

Location	Proposed Live Load (psf)
Ground Floor (Slab on Grade)	100
Stairs	100
Mezzanine Level	75 + 15 for Partitions + 5*
Second Floor & Loft	75 + 15 for Partitions + 5*
Third Floor & Deck (Existing Roof)	100 (applied only to new platform)
New Roof (snow)	30 (add green roof if applies)
Mechanical Rooms and Platforms	100
Green Roof weight is assumed to be no more than "Semi-Intensive" 6 inch media (50psf wet)	
* 5 psf added to provide for Corridors above First Flr (80psf) and to not restrict Tenant layout changes	

Table 2: Live Loads for Current Study

Analysis and Findings

Original Column Loads Versus 1982 Renovation

In comparison to the original industrial use column loads versus the 1982 Renovation loads it appears that generally the loads on average were less than 10% over the original design (refer to results in Figure 6). This included the addition of the Mezzanine Level and took advantage of the benefits of changing the use of the structure from an industrial building to a retail center. That increase is typically considered acceptable especially when the addition of the mezzanine added more bracing to the columns, which typically improves column strength. This level of increase on foundations is often considered acceptable considering that the calculations include Live Loads that are typically conservative estimates.

PERCENT LOAD INCREASE EXISTING OVER ORIGINAL

PERCENT INCREASE (%)

	12	11	10	9	8	7	6	5	4	3	2	1
G					12%	14%	14%	12%				
F	0%	-7%	-7%	-7%	2%	12%	12%	2%	-7%	-7%	-7%	0%
E	2%	-7%	-7%	-7%	-3%	11%	11%	-3%	-10%	-10%	-10%	2%
D	15%	8%	8%	-5%	-9%	3%	3%	-5%	-9%	3%	5%	10%
C	15%	12%	12%	-5%	-5%	3%	3%	-1%	4%	13%	22%	18%
B	1%	-7%	-7%	1%	5%	5%	5%	13%	10%	3%	7%	20%
A	0%	-7%	-7%	1%	5%	-7%	-7%	5%	1%	-7%	1%	12%

Figure 6: Percent Load Increase – Existing over Original

Given this level of load increase, it is reasonable that no major reinforcement of the existing structure would have been recommended for the 1982 renovation. However, it is also clear that the construction was already pushing the limits of capacity at this time.

Original Column Loads Versus Proposed

The change in the column loading for the proposed revitalization starts at a deficit at some locations because of the 1982 Renovation. Areas that didn't have a mezzanine installed often had a reduction in loads over the industrial use. For reference, Figure 6 provides an indication of the changes. When the expansion of the roof space is evaluated the increase in column gravity loads over the original design is impacted significantly with increases varying from roughly 20% to 45% to achieve the proposed revitalization. The biggest increase in loading follows the east and west exterior walls of the proposed roof structure (parallel to the waterfront). The reason for this is based

on the concept sketch which calls for a column free plan. This places most of the new roof loads along those lines (see Figure 7). Some columns in the center of the space are shown to have a reduction in loading in a scenario where an atrium is added.

PERCENT LOAD INCREASE PROPOSED OVER ORIGINAL

PERCENT INCREASE (%)

	12	11	10	9	8	7	6	5	4	3	2	1
G					37%	37%	37%	37%				
F	40%	39%	39%	39%	34%	38%	38%	34%	39%	39%	39%	42%
E	38%	37%	37%	37%	37%	37%	37%	46%	46%	46%	46%	38%
D	40%	41%	32%	23%	33%	-62%	-41%	38%	32%	32%	41%	43%
C	40%	42%	32%	23%	27%	6%	24%	41%	32%	32%	41%	43%
B	23%	28%	39%	39%	39%	39%	39%	39%	39%	39%	40%	39%
A	19%	22%	32%	32%	32%	32%	32%	32%	32%	32%	33%	35%

Figure 7: Percent Load Increase – Proposed over Original

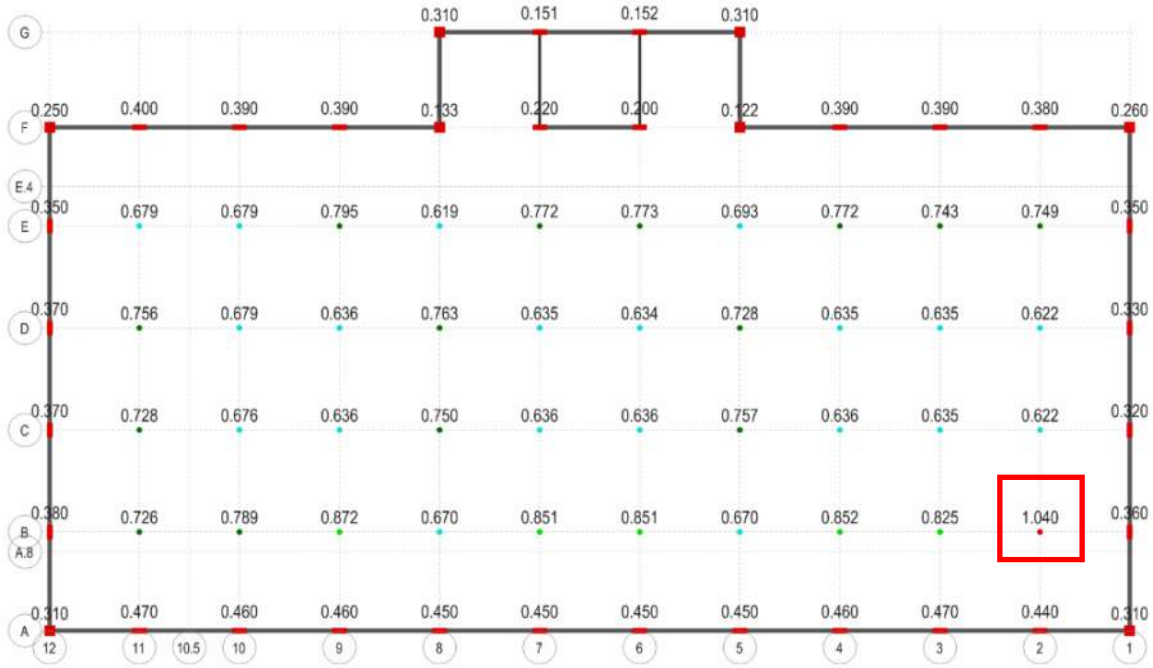


Figure 8: Building Gravity Loads from Proposed Design. Values over 1.0 indicate potential overstressed columns that could lead to failure: however, only one location at the location of the loft is at that level

Notable increases were also found at locations along the west face of the building where the revitalization plans call for existing two-story spaces to be filled in to make useable space. These increases are significant and would often be expected to result in strengthening of the columns. However, concrete columns for structures that are only two to three stories can often have significant reserve capacities due to code requirements for minimum reinforcing steel in the columns. Since the construction documents have not been available, we assumed that the columns had been reinforced based on the code minimum requirements. Even though there would be a notable increase in gravity loads, our analysis suggests that, except for a couple isolated instances, the columns do not require reinforcing to support the proposed revitalization program. Because these results are significant, we would strongly recommend some additional testing of the existing columns to confirm our design assumptions. For planning purposes, we recommend including some cost or allowance to reinforce existing columns. In this study, we have included the fiber wrap reinforcing of eight upper-level columns to improve load carrying abilities as an allowance to accommodate some design requirements for higher loading.

Figure 9 represents options for reinforcement with either an epoxy or cementitious matrix. Fiber reinforcement of columns, having the benefit of greatly improved confinement and high surface capacity for tensile stress, can generally result in capacity increases in the range of 20% for axial loadings and 50% for bending.

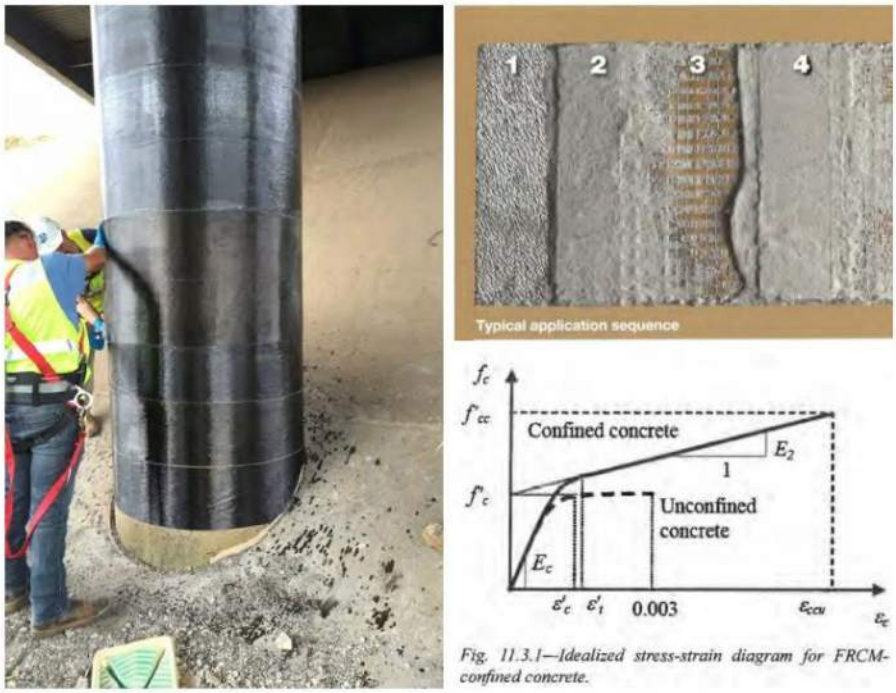


Figure 9: Carbon Fiber Column Reinforcement – Fiber in Epoxy or Cementitious Matrix

This evaluation could be done more precisely if the original construction documents were available. Although the NDE study determined the spacing of the reinforcing it cannot provide accurate information as to the size of the reinforcing steel since some changes in reinforcing bar size can be as small as 1/8" in diameter. During the next

phase of construction if the construction documents cannot be located it would be helpful to complete some selective removal of concrete on the columns to confirm reinforcing steel size. It would also be recommended that the concrete and reinforcing steel strength be evaluated since it can have a notable impact on member strength.

Impact on Foundations

Based on what information is available, it is believed that the existing foundations are timber piles set below reinforced concrete pile caps. It is likely that number of piles falls more in line with the actual load on the column rather than the available capacity in the columns. That does not mean that reserve capacity might be present in the piles, however no information is available on the existing pile configuration or capacity. A recent evaluation of the timber piles at 101 N. Union suggested that the capacity of the existing piles based on current design standards would be less than that used in the original design and as a result it will be likely necessary to add new pile foundation elements adjacent to the existing pile groups to supplement the capacity in order to meet the proposed concept. It is highly recommended that for the next phase of design that a geotechnical investigation be completed not only to check the soil properties but to investigate the condition of the timber piles due to their age. It would also be beneficial to include a deduct and add allowance in the foundation construction contract to allow for adjustments in the pile count based on a field verification of the number of existing piles and the size of the existing pile caps after the slab on grade is removed.

ADDED COLUMN LOADS PROPOSED OVER ORIGINAL

ADDED LOAD (kips) - ASD FACTORED TOTAL LOAD

	12	11	10	9	8	7	6	5	4	3	2	1
G					60	83	83	60				
F	63	85	88	88	96	90	90	96	88	88	85	64
E	82	87	90	90	90	92	92	112	112	112	107	82
D	88	97	80	58	83	-156	-101	96	80	80	96	94
C	88	99	80	58	68	15	60	103	80	80	96	94
B	50	65	95	95	97	97	97	97	97	97	93	85
A	30	48	74	74	74	74	74	74	74	74	71	55

Figure 10: Added Column Loads – Proposed over Original

As represented in Figure 10, load increases on columns typically range from 50 to 100 kips with percent increases, as represented in Figure 7, commonly between 20% and 45%. This level of load increase would generally warrant reinforcement unless it can

be shown that the foundations were designed with corresponding levels of reserve capacity. At this time, with what we know, it is prudent to assume foundation reinforcement will be required.

The proposed pile systems that would be the easiest to install in potentially confined spaces due to the existing construction is a micropile system. It is a system that uses a drilled steel rod with grout injected around the perimeter of the rod to fully engage the surrounding soil. Based on a recent study at 101 N. Union it appears that these rods would potentially be embedded about 65 ft into the ground and have a load carrying capacity of 10 to 15 tons depending on the grouted diameter. Each pile will be stabilized at the top and connected to the existing foundations with concrete grade beams placed below the proposed slab on grade. At some locations it may be possible to bracket connect the new piles to the existing foundations. The three column gridlines to the west appear to require on average 2 added micropiles and the three column grids to the east appear to require on average 3 added piles. The actual number of added piles is directly related to the extent of the roof expansion. Due to the extent of foundation reinforcing it is likely that replacement of the entire slab on grade may be appropriate to provide a more unfiorm appearance in the finished product. It is important to point out that below the existing slab on grade in some locations is another concrete slab that ranges up to 12" in thickness. To reduce the extent of demolition of the thick concrete it is expected that the subslab will only be removed where required. It is also important to consider this subslab issue when considering below slab plumbing.

A network of grade beams, estimated at approximately 2 feet square in cross section, would be set below the existing slab but above the top of the existing pile caps and would served to create a rigid load-sharing relationship between old and new piles. This is depicted conceptually in Figure 11, more broadly in plan in Appendix E.

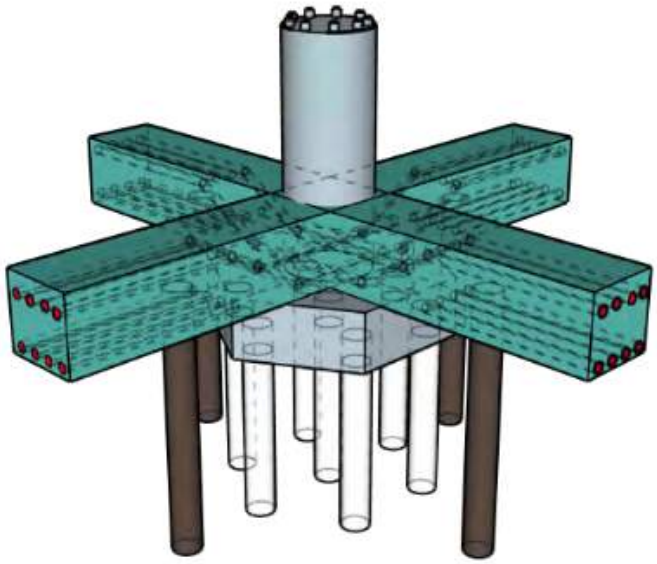


Figure 11: Grade Beam and New Pile Retrofit for Existing Foundations

The cost of adding piles will be a significant cost and the only way to reduce the number is to either establish the actual pile capacites through an extensive geotechincal evaluation or reduce the weight of the structure. The geotechnical testing would include several deep borings, pile cap size determination and sonic testing of the length and intergity of the pile. Reducing the weight of the structure would involve modifying the exsiting structural systems, which could involve significant costs and likely historical impacts. As a result, we feel it is likely that the foundation modifications will be the preferred choice.

Additional Code Implications

The recent study of the 101 N. Union site revealed that recent updates in the FEMA Flood Maps had an impact on the design and planning for the structure. As a result, we recommend that the potetnial implications of the flood requirements be studied for this site during the next phase of this project.

Removal of the Stem Walls Along the East Side

The NDE report indicates that although there is indeed a flexible joint filled with an elastomeric sealant the exterior face, some structural connection between the stem wall and the columns does exist, with reinforcement running continuous between wall and column. Despite this, it appears feasible to remove the upper portion of the existing concrete walls between columns on the east side of the building given the level of reserve capacity in the columns. In our judgment it will be very beneficial to maintain the section of the wall that extends below grade to help brace existing pile caps. Repair of the condition at the top of the remaining wall is expected to be necessary to reinstate some of the wall's stability. It is recommended that during the next phase at the time of the geotechnical investigation a test pit be excavated along this wall to verify the extent of wall below grade.

Lateral Load Resistance for Current Codes

Compliance with current seismic design criteria has a significant impact on the revitalization. Older design standards and codes did not require the consideration for seismic loading in the design of buildings in this area of the country or when the initially started in the code the loading did not control over wind loads. Although we expect that the expansion of the roof into an additional floor would result in some limited reinforcing for wind load conditions, the significant weight of a concrete structure results in seismic loading as a controlling case and as a result our discussion refers only to the seismic load conditions.

The preliminary analysis of the structure indicates that the seismic load conditions result in significant overstresses in many of the perimeter columns. In addition, if the design is to meet current code requirements, there will very likely be shortcomings in the reinforcement detailing to meet seismic requirements. As a result, it would be necessary to reinforce the structure for seismic actions. Refer to the Figure 12 below for the magnitude of the overstresses.

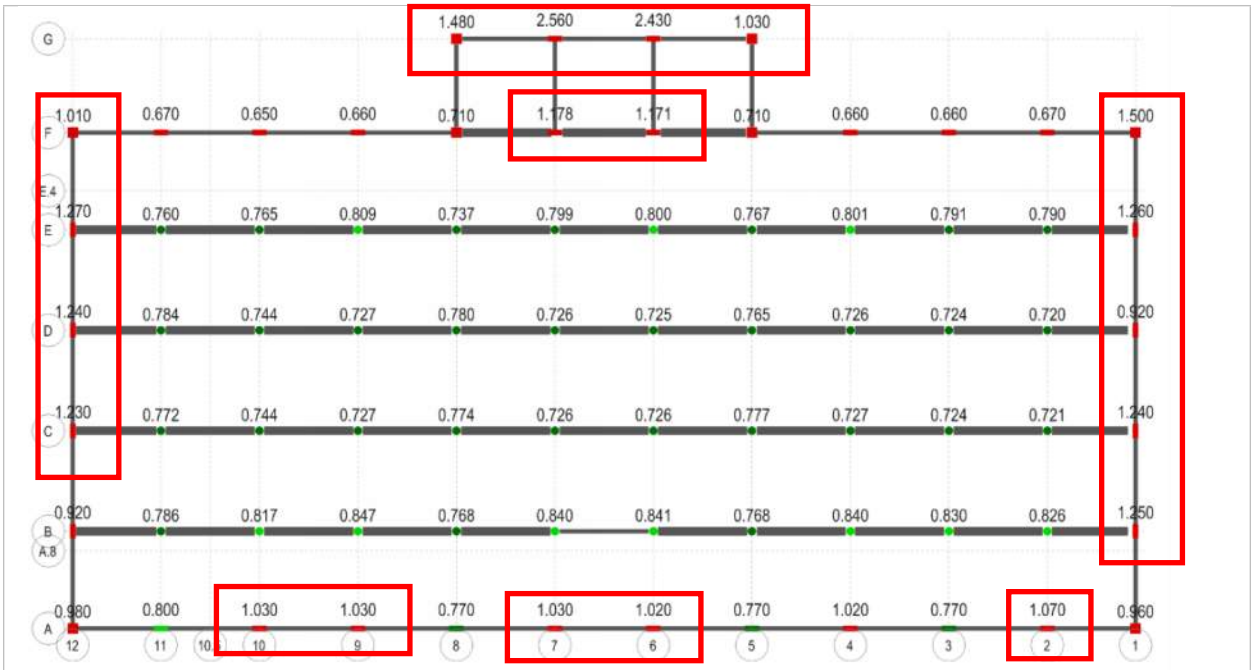


Figure 12: Building Loads with Seismic Loads are show in the above diagram. Values over 1.0 indicate potential overstressed columns that could lead to failure during a significant seismic event.

One option for reinforcing the columns is to wrap them in a high-strength fiber mesh which is epoxy or cement-matrix bonded to the concrete, in the same manner as mentioned previously. This reinforcing would likely need to extend some distance over the ends of the concrete beams to ensure they are properly connected to the columns. The significant downside to completing this at the exterior is that the windows will have to be removed to install the mesh and the wrap will need to be resolved visually on the facade.

A more effective resolution structurally would be the addition of steel braced frames located around the perimeter of the building at each corner. These frames would be designed to capture the seismic loads before seismic actions cause excessive damage to the exterior columns. As the development of the project proceeds, the actual placement of these frames can be adjusted to some extent to better fit the program, since they will have some impact on both the interior aesthetics and the useable space. The new structure on the roof creates a demand on the structure that involves the entire height of the building. It is therefore necessary for the frames to extend up from the foundation to the existing roof slab.

The bracing for the new roof structure would likely be an independent system of moment frames or smaller braced frames. Because the frames will be resolving significant lateral loads it will be necessary to install additional pile foundations below these frames. It is likely the many of the piles added for the gravity loads will be able to provide a dual purpose to include the seismic loads. The sketches below in Figures 13-15 represents an example of the pile and grade beam system that could be expected.

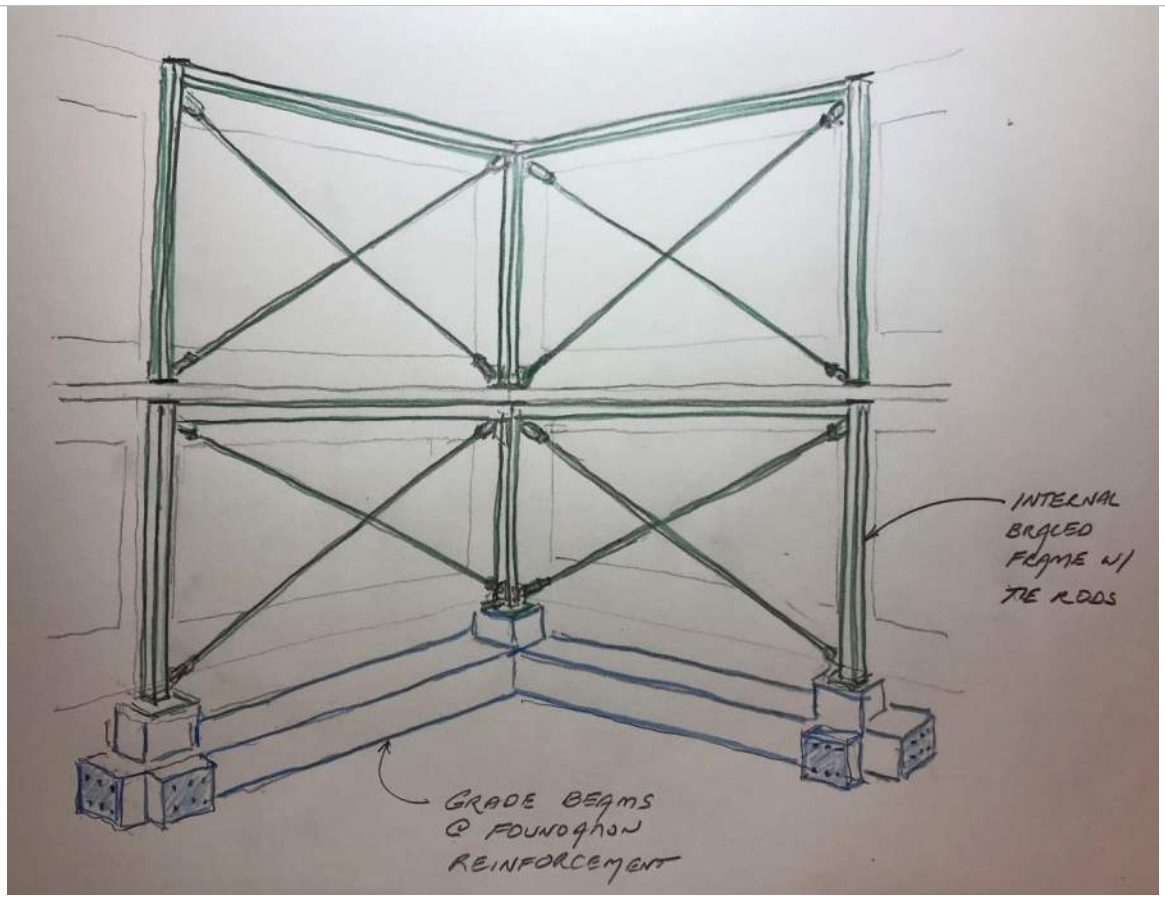


Figure 13: Internal Braced Frame with Tie Rod Tension Members

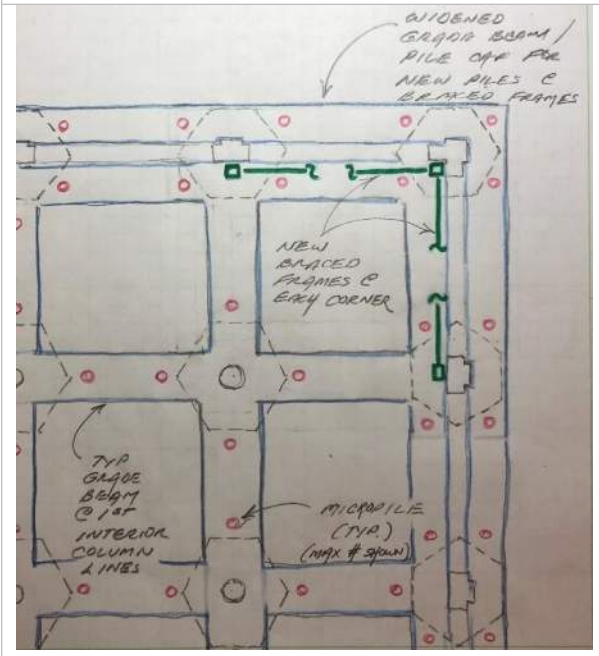


Figure 14: Foundation Plan at Building Corner with Braced Frame

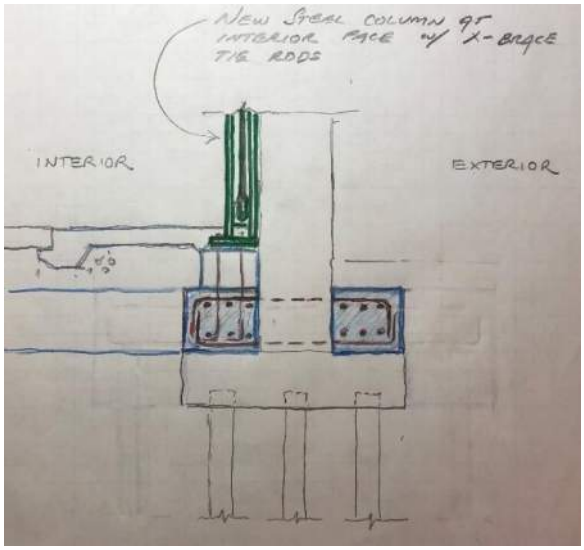


Figure 15: Exterior Wall Section at Braced Frame

Summary of Findings

Based on our analysis it appears that the conversion of the existing roof into an occupiable space would require some significant reinforcement of specific elements of the structure. Based on our understanding of the existing roof slab structure it will be necessary to provide a platform over the existing roof that transfers the loads from the proposed space to the existing columns to carry the load down to the foundation. Our findings suggest that except for possibly a few isolated conditions that it would not be necessary to reinforce the existing concrete columns. We also recommend some further study of the concrete materials to confirm these findings.

Due to the added lateral loads, under wind and seismic events, for the expansion space and as the result of changes in the building code over the years, it will be necessary to reinforce the structure's lateral system. The proposed system of reinforcement is the addition steel braced frames at the perimeter of the building to minimize the visual impact from the street and to better preserve the historical elements of the structure.

Although the columns do not appear to require any reinforcement for the added load conditions, it does appear the increased loads will have a significant impact on the existing foundations. It appears that the proposed revitalization concept would involve the addition of new piles at all columns. In order to transfer the loads from the columns to the added piles concrete grade beams would need to be added between columns creating a grid of beams. This is expected to require removal of the entire slab on grade. As mentioned previously, these findings were devoid of any information on the existing foundations and utilized information based on our understanding of the standards at the time of construction as well as original construction documents from the adjacent building at 101 N Union. Since this work has a major influence on cost it is recommended that an involved geotechnical investigation be completed as a part of the next phase of study.

The proposed revitalization plan includes the removal of the stem wall at the Ground Floor along the East Elevation of the building to provide a better connection to the Waterfront. Based on our findings it appears that structurally this alteration is feasible with limited need for build back. This approach does, however, require further study of the impact on flood conditions for the building.

Appendix F includes the cost estimate, prepared by Axias. This estimate was developed to evaluate the potential cost implications that could be expected for the structural reinforcing aspects of the Revitalization Program. It covers the reinforcing costs for improved vertical load carrying elements, lateral loads resisting systems and foundation improvements with respect to the existing Torpedo Factory Building. It does not include cost for the infilling of existing floor areas at the mezzanine level, alterations to the lobby area or the new structure for the roof expansion space. The graphic below in Figure 16 from the appendix depicts the proportional cost implications for the different elements, with the foundations amounting to approximately 45% of the total project costs.

Total	**$9,207,334.26**	**$86.43 /sf**

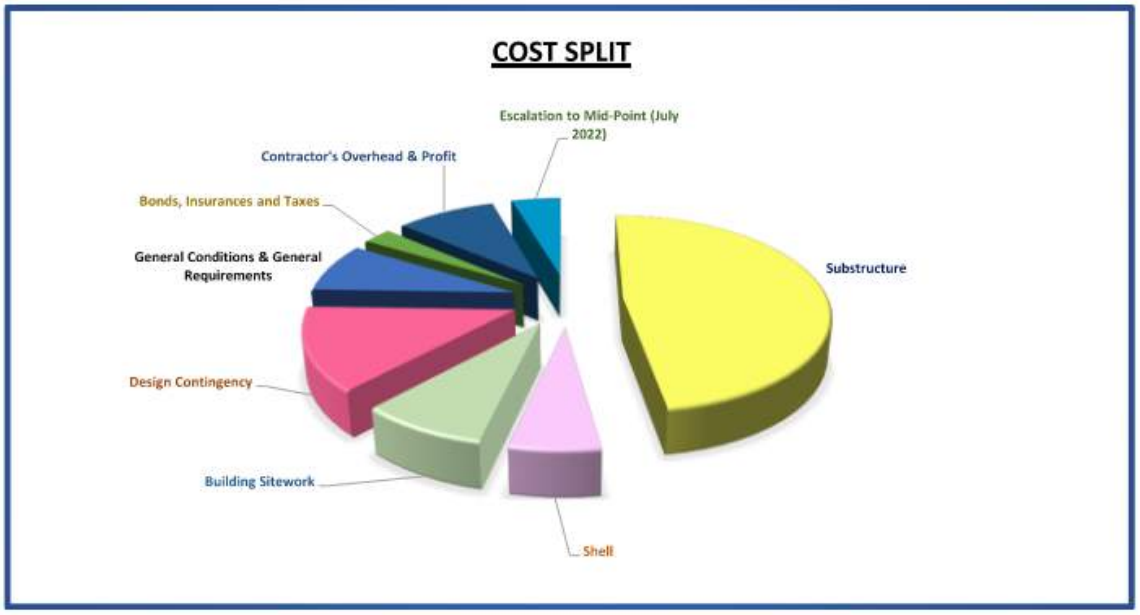


Figure 16: Cost Split from Appendix J by Axias

In general, the result of this evaluation reinforces the importance of completing an involved geotechnical evaluation of the existing foundation systems and recommendations for supplementing the foundations. The foundation reinforcements represented in this study are based upon reasonable assumptions relating to overall load increases throughout the history of the building. The as-built construction and in-situ soil properties that can be more clearly understood from such a study may present differing limitations or opportunities that will potentially influence renovation design approaches, and certainly will affect ultimate costs. Given the current findings, the reduction in the added weight or square footage of the proposed alterations could result in a significant cost savings at the foundation level.

Appendix A: Existing Building Drawings from 1982 Renovation (Selected Sheets)

Attachment J

THE TORPEDO FACTORY

BUILDING NO.2 — 105 NORTH UNION STREET ALEXANDRIA VIRGINIA

THE CITY OF ALEXANDRIA VIRGINIA

Metcalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20036 202 293 6800

Girard Engineering LTD
Mechanical/Electrical Engineers

FDE LTD
Structural Engineers

VIKA
Civil Engineers

CODE REQUIREMENT (Building Code Information based on BOCA Basic Code)

Zoning: I-2
Building Use Group M(Mercantile)
Construction Type: 2B
Building Height: 3 Stories/36 ft.

Fire Resistive Rating Requirements
- 0 Transformer Enclosure — 2HR
- 0 Party Walls — 2HR
- 0 Exit Stair — 2HR
- 0 Shaft & Elevator Hoistways — 2HR
- 0 Interior Bearing Walls, Columns, Girders & Framing — 1HR
- 0 Structural/members supporting wall — 1HR
- 0 Floor construction including beams — 1HR
- 0 Roof construction — 0HR

Exit Requirements: 3 Stairs each having a capacity of 2 exit units. This is based on the following:
Maximum assumed floor occupancy (Second floor) - 505
(30,260 SF ÷ 60 SF/ OCCUPANT)
Length of Exitway Access Travel - 150 Ft.

Gross Floor Area:
Ground Floor - 27,730 SF
"Mezzanine" - 15,700 SF
Second Floor - 30,260 SF △1

FIREPROOFING NOTES:

(1) The existing concrete structure meets or exceeds required ratings.

(2) Structural steel members supporting floor systems shall be coated with intumescent mastic to form a rating of 1 HR.

Abbreviations

ACT	Acoustical Tile	F.R.	Fire Rating	OPP	Opposite
ADJ	Adjacent	FL or FLR	Floor	O.D.	Outside Diameter
ALUM	Aluminum	F.D.	Floor Drain	PART	Partition
∠	Angle	(') or FT	Foot	PTD	Painted
BLDG	Building	GA	Gauge,Gage	PR	Pair
BLKG	Blocking	GAL	Galvanized	PLAS	Plaster
BM	Beam	GL	Glass	PL	Plate (Steel)
BRK	Brick	GWB	Gypsum Wall Board	P.L.	Property Line
CPT	Carpet	HDW	Hardware	R.	Radius (used w/dimension)
CLG	Ceiling	H.D.	Heavy Duty	R.L.	Rain Leader
C.T.	Ceramic Tile	HT.	Height	REQD	Required
COL	Column	H.M.	Hollow Metal	REINF	Reinforcement
CONC	Concrete	HORIZ.	Horizontal	REV	Revision
C.M.U.	Concrete Masonry Unit	HR	Hour	R	Riser(used w/stairs)
CONT	Contin(uous) (ue)	(") or IN	Inch	R.D.	Roof Drain
CORR	Corrugated	I.D.	Inside Diameter	RM	Room
CRS	Course	INSUL	Insulation	R.O.	Rough Opening
C.J.	Control Joint	JAN	Janitor's Closet	SECT	Section
DET	Detail	JST	Joist	SIM	Similar
DIA or ϕ	Diameter	JT	Joint	S. STL.	Stainless Steel
DIM	Dimension	LAM	Laminate	STL.	Steel
DR	Door	LAV	Lavatory	STOR	Storage
DN	Down	MANUF	Manufacturer	STRUCT.	Structural
EA	Each	M.O.	Masonry Opening	SUSP. CLG.	Suspended Ceiling
EL	Elevation (grade)	MECH	Mechanical	TEL	Telephone
ELEC	Electrical	MEMB	Membrane	TEMPR	Tempered
ELEV	Elevator	MTL	Metal	THD	Threshold
EMERG	Emergency	MIN	Minimum	T.C.	Top of Curb
EXP	Exposed	MISC	Miscellaneous	T.	Tread (used/stairs)
EXP. JT.	Expansion Joint	MTD	Mounted	TYP.	Typical
EWC	Elec. Water Cooler	N.I.C.	Not In Contract	T/	Top of
EQ	Equal	NO. or #	Number	U.L.	Underwriters Laboratory
(') or FT	Feet	NOM	Nominal	VERT.	Vertical
FIN	Finish	NTS	Not to Scale	V.A.T.	Vinyl Asbestos Tile
FIN. FL.or F.F.	Finish Floor	O.C.	On Center	WT.	Weight
		O.H.	Overhead	W/	With
F.E.	Fire Extinguisher	OPNG	Opening	WD	Wood
				WP	Water Proofing

Materials

Concrete-Poured in Place		Earth	
Concrete, Plaster, Paving in Elevation		Gypsum Board	
Rigid Insulation		Continuous Wood Blocking & Furring	
Batt Insulation		Discontinuous Wood Blocking	
Brick		Glass	
Concrete Masonry Unit (Block)		Steel	
Tile-Ceramic & Quarry		Flashing & Metal in Small Section	

Index of Drawings

T-1 Title Sheet
D-1 Demolition
C-1 Civil/Site Plan

ARCHITECTURAL
A-1 Ground Floor Plan
A-2 Mezzanine Floor Plan
A-3 Second Floor and Loft Plan
A-4 Roof Plan
A-5 Ground Floor Reflected Ceiling Plan
A-6 Mezzanine Reflected Ceiling Plan
A-7 Second Floor Reflected Ceiling Plan
A-8 Elevations
A-9 Building Sections
A-10 Wall Sections
A-11 Toilet Room Plans & Elevations
A-12 Elevator & Stair No. 1
A-13 Stair No. 2 & No. 3
A-14 Stair No. 4 and Loft Stair
A-15 Window Types & Details
A-16 Window Details & Exterior Details
A-17 Exterior Details
A-18 Exterior Details, roof & Penthouse
A-19 Finish Schedule & Details
A-20 Door Schedule & Details
A-21 Interior Elevations
A-22 Interior Elevations
A-23 Interior Details
A-24 Ground Floor Plan Studio Layout
A-25 Mezzanine Floor Plan Studio Layout
A-26 Second Floor Plan Studio Layout
A-27 Stair No. 5 & Miscellaneous Details △1

STRUCTURAL
S-1 Ground Floor & Foundation Plan
S-2 Mezzanine Floor Framing Plan
S-3 Second Floor Framing Plan
S-4 Roof Framing Plan
S-5 Sections
S-6 Sections
S-7 Sections
S-8 Sections
S-9 Sections
S-10 Sections & Schedules
△2 S-11 SECTIONS
S-12 SECTIONS

MECHANICAL
M-1 Ground Floor Mechanical Plan
M-2 Mezzanine Floor Mechanical Plan
M-3 Second Floor Mechanical Plan
M-4 Roof Mechanical Plan
M-5 Mechanical Details, Schedules, Risers

PLUMBING
P-1 Ground Floor Plumbing Plan
P-2 Mezzanine Floor Plumbing Plan
P-3 Second Floor Plumbing Plan
P-4 Plumbing Details, Schedules, Risers

ELECTRICAL
E-1 Symbol List, Schedules, Power Riser Diagram, Notes
E-2 Ground Floor Lighting Plan
E-3 Mezzanine Lighting Plan
E-4 Second Floor Lighting Plan
E-5 Ground Floor Power Plan
E-6 Mezzanine Floor Power Plan
E-7 Second Floor Power Plan
E-8 Roof and Penthouse Electrical Plan
E-9 Panel Schedules

Symbols

Section / Sheet No — A-9

Detail / Sheet No — A-3

Door No — 103

Spot Elevation — EL 66.5'

Window Type — A

Interior Elevations — 2 A-21

Wall Type — 4

RENOVATION CONTRACT

1-18-83 △2 REVISION NO. 2
10-28-82 △1 REVISION NO. 1
7-6-82 △ ADDENDUM NO. 1

JUNE 23, 1982

Attachment J

NOTE:
LEVEL SLABS IN THESE 6 BAYS (G-B AND E-G) TO MATCH EXIST ELEV. OF CONC SLAB AT RMR 108A. ADJUST ELEVATOR STOP TO ALIGN WITH TOP OF QUARRY TILE FINISH.

OPEN ABOVE
NEW SLAB
STUDIO 104
MULTIPURPOSE 105
NEW TOPPING
STAIR NO. 5
STAIR NO. 4
SALES COUNTER
STORAGE 111
MECH 109
JAN. 110
PANTRY 112
MEN 107
WOMEN 108
VEST 107A
VEST 108A
CEMENT PLASTER
QUARRY TILE 2 COLORS - PATTERN SHOWN
EAST VESTIGULE 103
STAIR NO. 1 116
EXIST ELEV. MACH. 13
ELEV.
SLAB REMAINS
FLOOD BARRIER TO EL. 10.5
PHY. CAP.
GALLERY 101
TORPEDO NO. 7
N. VEST 119
LOADING DOCK 106
STAIR NO. 2
GRILL
STL. ROLLING DOOR
8" CONC. WALL
SINK ALCOVE
WEST VESTIBULE 102
DEPRESS SLAB 9/16" FOR QUARRY TILE - THIS AREA ONLY
BRK. PAVERS TO MATCH CITY SIDEWALK
SIDEWALK BY CITY
ADD CONC.
REMOVE CONC. CORNER
DETAIL @ COL. 6A - GROUND + MEZZ. COL. 7A - SIM. OPP. HAND
ARCADE
FUTURE ARCADE
NEW SLAB
KILN 114
STAIR NO. 3
NEW 6" GEMI-SOLID CMU W/ 2HR UL
FLOOD BARRIER TO EL. 10.5
CEMENT PLASTER
GRAVITY VENT
OUTSIDE FACE OF BLDG.
EQ.

WALL TYPES

1. 6" CMU OVER EXIST. 6" TERRA COTTA.
2. 4" CMU OVER EXIST. 6" TERRA COTTA. 2A W/ PLASTER FIN.
3. 4" CMU 3A W/ PLASTER FIN.
4. 6" CMU 4A W/ PLASTER FIN.
5. 8" CMU 5A W/ PLASTER FIN.
6. 4" CMU / 4" CHASE / 4" CMU
7. 8" SEMI-SOLID CMU W/ PERLITE FILL - 3 HR UL. 7A W/ PLASTER FIN.
8. 4" SOLID CMU 2 HR, UL.

100% SOLID CMU WHERE SHOWN

NOTES
1. COLUMN LINE DIMENSIONS ARE FOR INFORMATION ONLY.
2. ---------- DENOTES LOCATION OF CORRIDOR PTN.
3. FLOOR ELEV. AS INDICATED IS FOR REFERENCE ONLY AS EXIST. FL. ELEV. VARIES CONSIDERABLY. THE CONTRACTOR SHALL VERIFY EXIST. FL. ELEV. IN AREAS OF NEW WORK AND COORDINATE W/ ARCHITECT ANY MODIFICATIONS REQ'D. BEFORE COMMENCING WORK.
4. CMU PARTITIONS THIS FLOOR - EXTEND TO UNDERSIDE OF SLAB UNLESS OTHERWISE DIMENSIONED.

Metcalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20036 202 293 8800

Girard Engineering LTD Mechanical/Electrical Engineers
1481 Chain Bridge Road McLean Virginia 22101 703 442 8787

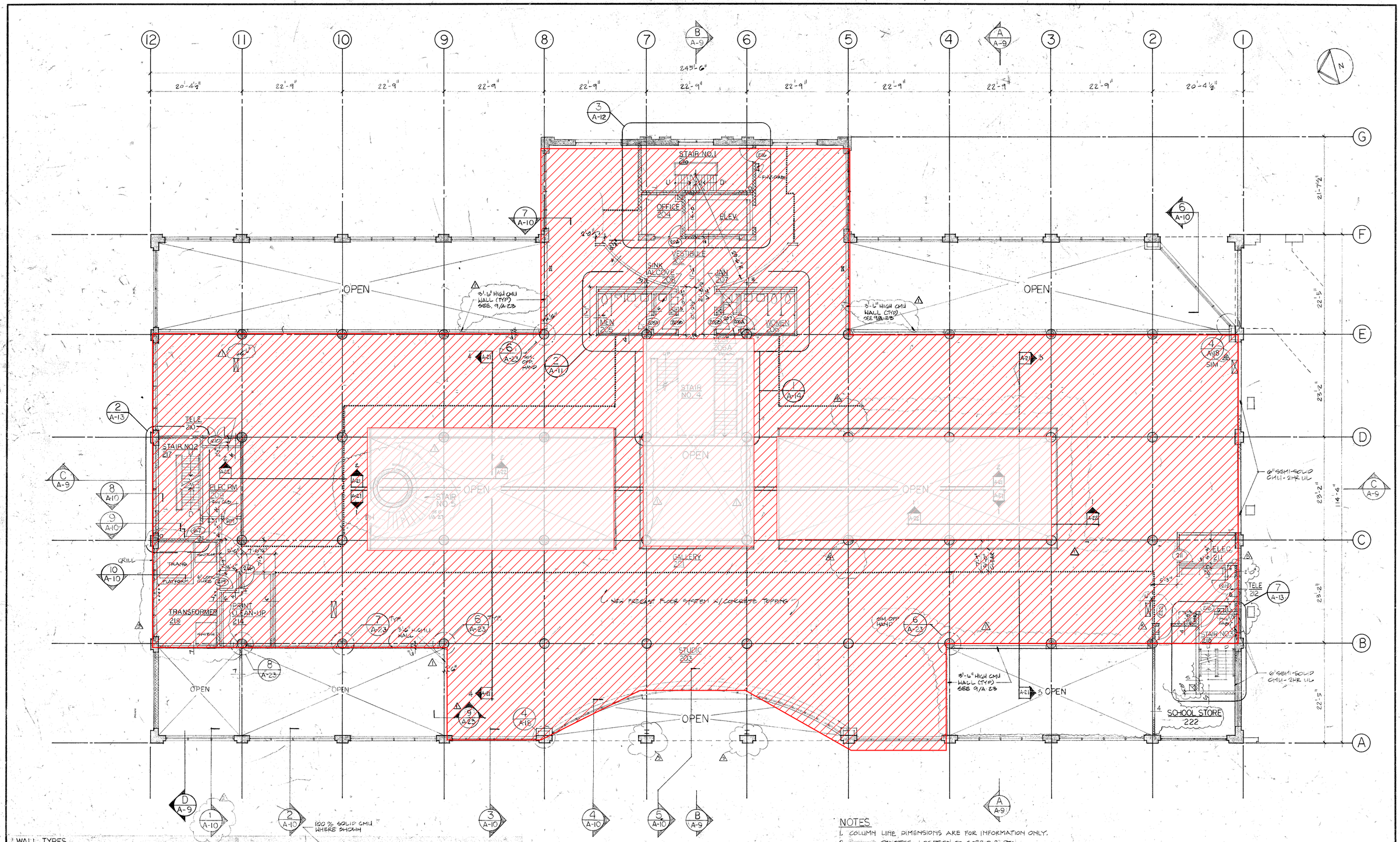
FDE LTD Structural Engineers
Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

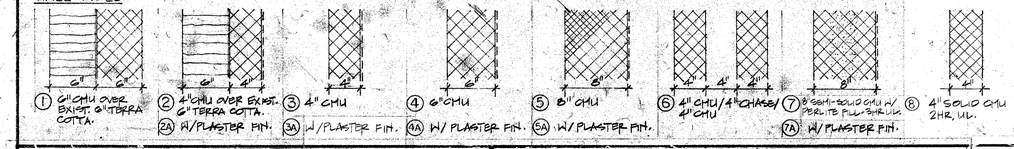
The City of Alexandria Virginia

Date	Description	Date	Description
6-22-82	BID SET		
7-6-82	ADDENDUM NO. 1		
8-27-82	ADDENDUM NO. 2		
10-20-82	REVISION NO. 3		
1-18-83	REVISION NO. 5		

Sheet Title: Ground Floor Plan
Sheet Number: A-1
Scale 1/8":1'-0" Project Number: 1013 (KCF 81-03)



WALL TYPES



① 6" CMU OVER EXIST. 6" TERRA COTTA.
② 4" CMU OVER EXIST. 6" TERRA COTTA. 2A W/ PLASTER FIN.
③ 4" CMU 3A W/ PLASTER FIN.
④ 6" CMU 4A W/ PLASTER FIN.
⑤ 8" CMU 5A W/ PLASTER FIN.
⑥ 4" CMU / 4" CHASE / 4" CMU
⑦ 8" SEMI-SOLID CMU W/ PERLITE FILL - 3HR U/L 7A W/ PLASTER FIN.
⑧ 4" SOLID CMU 2HR. U/L.

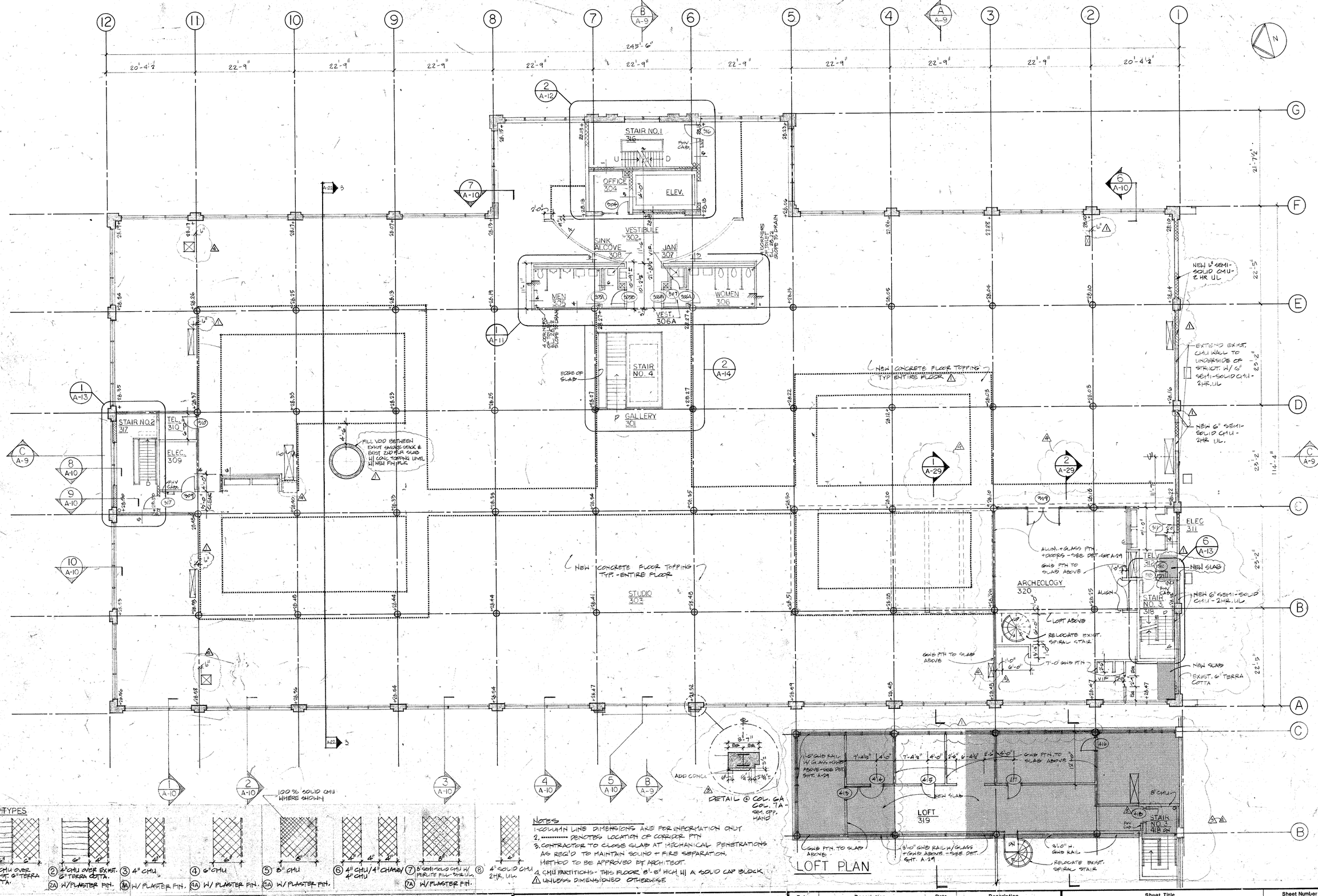
NOTES

1. COLUMN LINE DIMENSIONS ARE FOR INFORMATION ONLY.
2. ..... DENOTES LOCATION OF CORRIDOR PTN.
3. CONTRACTOR TO CLOSE SLAB AT MECHANICAL PENETRATIONS AS REQ'D TO MAINTAIN SOUND + FIRE SEPARATION. METHOD TO BE APPROVED BY ARCHITECT.
4. CMU PARTITIONS - THIS FLOOR EXTEND TO UNDERSIDE OF SLAB UNLESS OTHERWISE DIMENSIONED

Mesick Cohen Wilson Baker Architects 3222 N Street NW Washington DC 20007 202 338 0666 **Keyes Condon Florance Architects** 1320 Nineteenth Street NW Washington DC 20036 202 293 6800	Girard Engineering LTD Mechanical/Electrical Engineers 1481 Chain Bridge Road McLean Virginia 22101 703 442 8787 **FDE LTD Structural Engineers** Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710	**The Torpedo Factory Building No. 2** 105 North Union Street Alexandria Virginia **The City of Alexandria Virginia**

Date	Description	Date	Description
6-23-82	BID SET		
7-16-82	⚠1 ADDENDUM NO.1		
8-27-82	⚠2 ADDENDUM NO. 2		
10-20-82	⚠3 REVISION NO. 3		
11-9-82	⚠4 REVISION NO. 4/ TENANT		
1-18-83	⚠5 REVISION NO. 5		

Sheet Title	Sheet Number
Mezzanine Floor Plan	A-2
Scale 1/8":1'-0" Project Number: 1013 (KCF 81-03)	



Metcalf and Associates Architects	Girard Engineering LTD Mechanical/Electrical Engineers
3222 N Street NW Washington DC 20007 202 338 0666	1481 Chain Bridge Road McLean Virginia 22101 703 442 8787
Keyes Condon Florance Architects	FDE LTD Structural Engineers
1320 Nineteenth Street NW Washington DC 20036 202 293 6800	Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

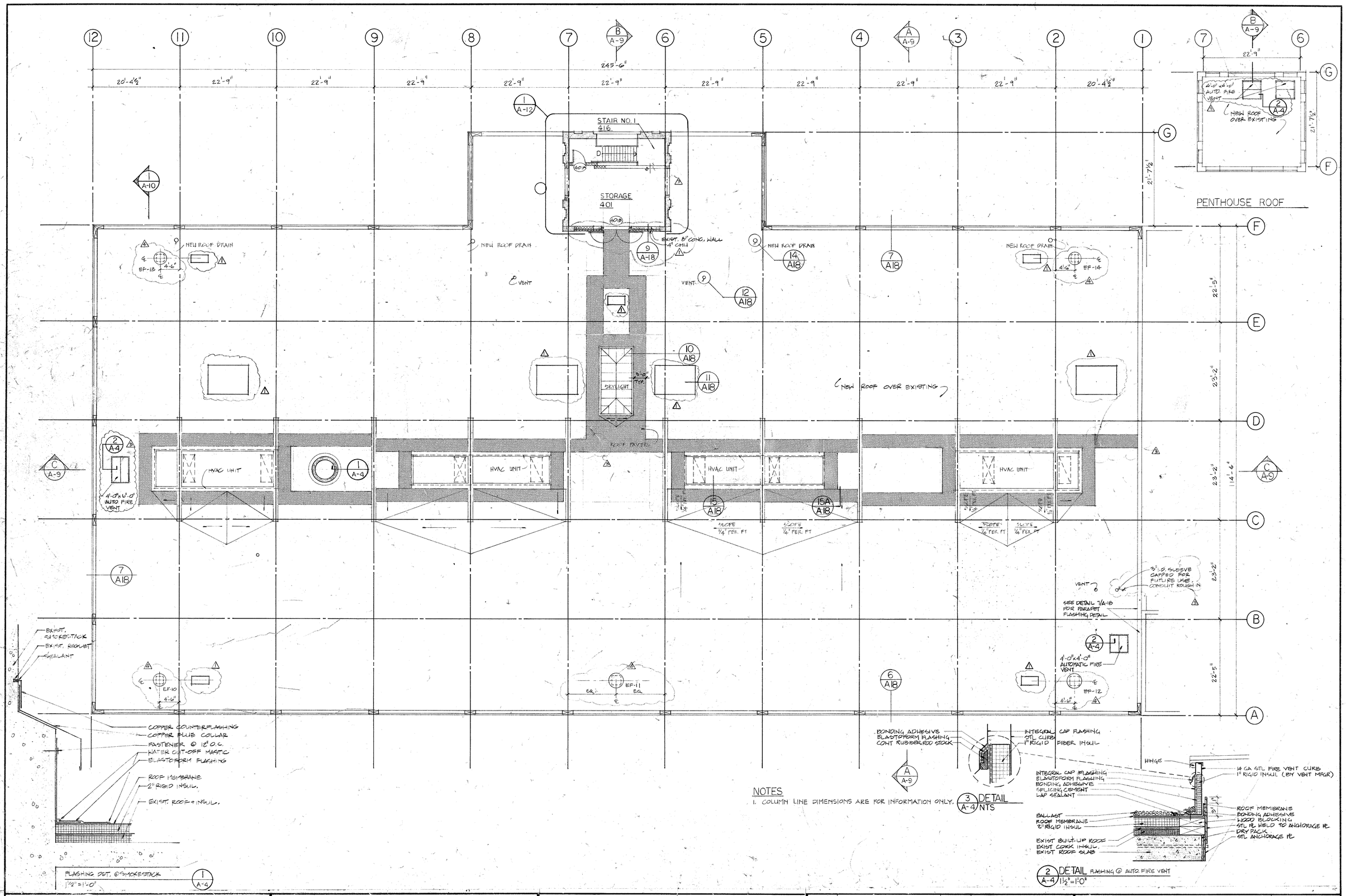
The City of Alexandria Virginia

Date	Description	Date	Description
6-23-82	B.D SET		
7-6-82	⚠1 ADDENDUM NO.1		
10-14-82	CONC. FLOOR TOPPING ELEVS.		
10-20-82	⚠2 REVISION NO. 3		
10-22-82	FLOOR ELEV. REVISED		
11-9-82	⚠3 REVISION NO. 4 / TENANT		
1-18-83	⚠5 REVISION / NO. 5		

Sheet Title	Sheet Number
Second Floor & Loft Plan	A-3

Scale 1/8"=1'-0" Project Number: 1013 (KCF 81-09)

Attachment J



NOTES

1. COLUMN LINE DIMENSIONS ARE FOR INFORMATION ONLY.

3/A-4 DETAIL NTS

2/A-4 DETAIL FLASHING @ AUTO FIRE VENT 1½" = 1'-0"

Metcalf and Associates Architects 3222 N Street N.W. Washington DC 20007 202 338 0666 **Keyes Condon Florance Architects** 1320 Nineteenth Street NW Washington DC 20036 202 293 6800	**Girard Engineering LTD Mechanical/Electrical Engineers** *481 Chain Bridge Road McLean Virginia 22101 703 442 8787 **FDE LTD Structural Engineers** Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

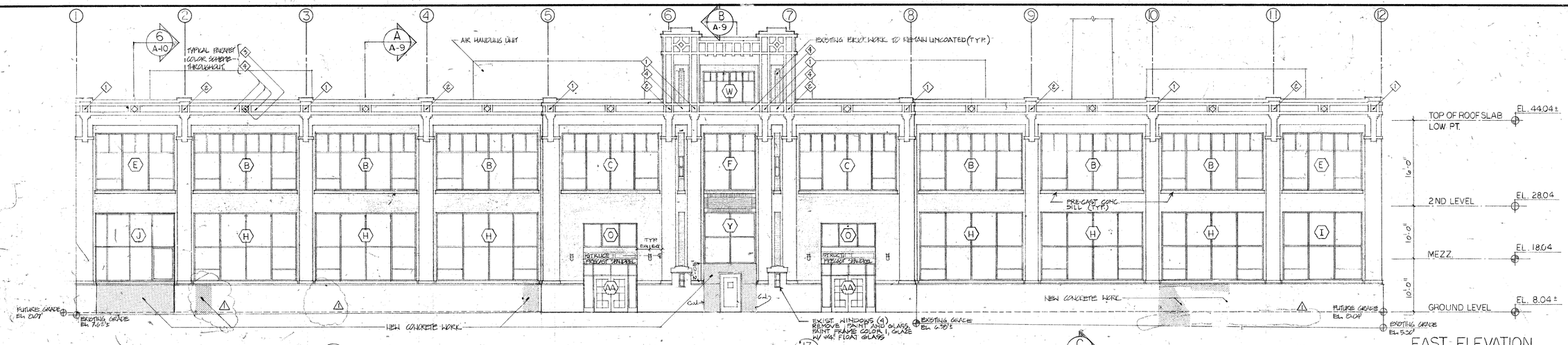
The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

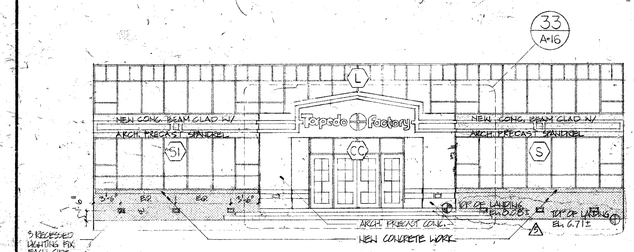
The City of Alexandria Virginia

Date	Description	Date	Description
6-23-82	BID SET		
7-6-82	⚠1 ADDENDUM #1		
10-20-82	⚠2 REVISION NO 3		
11-9-82	⚠3 REVISION NO 4 / TENANT		

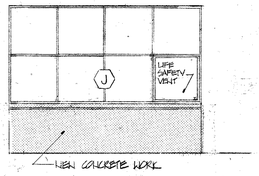
Sheet Title	Sheet Number
Roof Plan	A-4

Scale ⅛" = 1'-0" Project Number: 1013 (RCF 81-03)

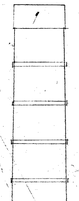


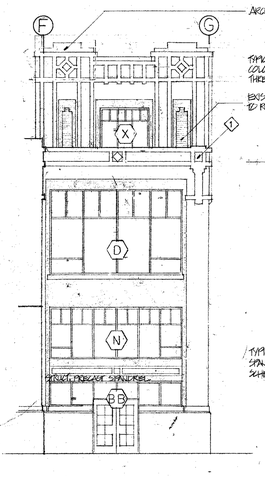


WEST PORTICO PROJECTED ELEVATION

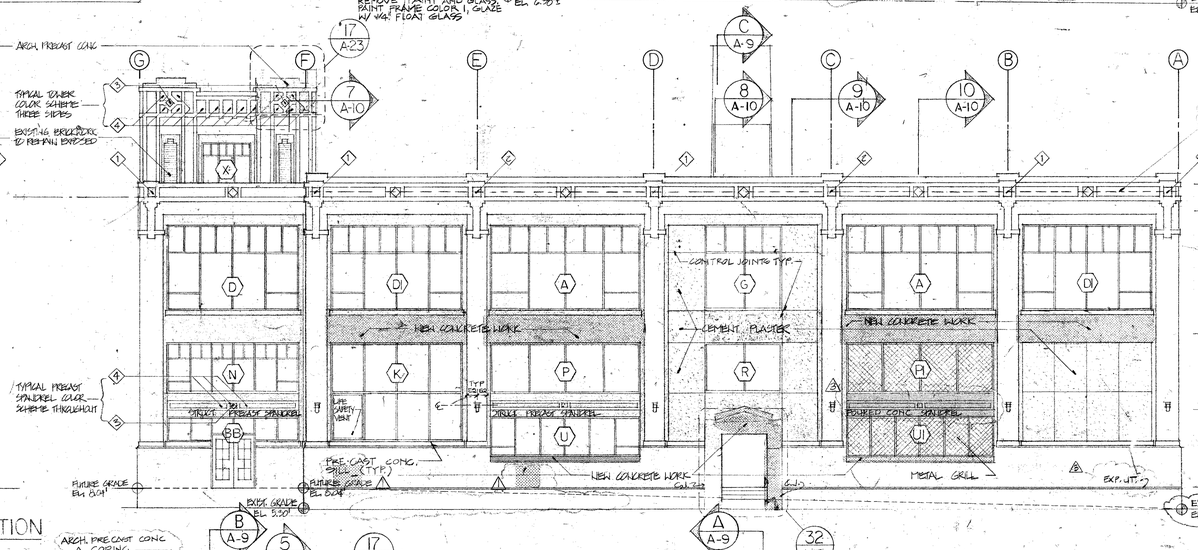


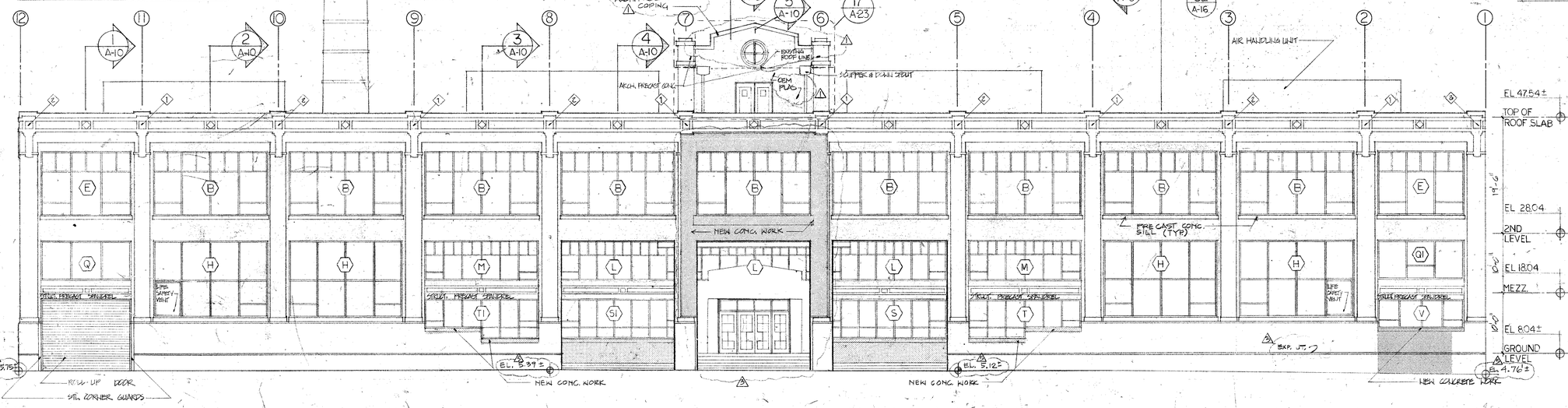
SOUTH ARCADE ELEVATION





SOUTH TOWER ELEVATION



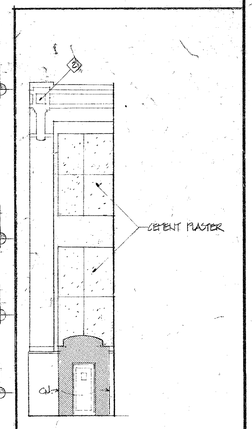


NOTE: ▭ DENOTES LIGHT COLORED TEXTURED COATING COLOR TYPE A
▨ DENOTES DARK COLORED TEXTURED COATING COLOR TYPE B
◇ DENOTES ACCENT COLOR COATING APPLIED OVER TEXTURED COATING

NOTE: ▩ DENOTES NEW CONCRETE WORK POURED IN PLACE THIS CONTRACT
"ARCH. PRECAST CONC.": MATERIALS & ERECTION THIS CONTRACT
"STRUCT. PRECAST SPANDREL": MATERIALS AND ERECTION UNDER ASSIGNED CONTRACT

NOTE: "ALL WINDOW SILLS TO BE PRE-CAST CONC. UNLESS OTHERWISE NOTED AS "NEW CONC. WORK"
SEE 1 & 2/A-9 FOR TYP CONC. REPAIR DETAILS

WEST ELEVATION



SOUTH FUTURE (N.I.C.)

Metcalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20036 202 296 6800

Girard Engineering LTD Mechanical/Electrical Engineers
1481 Chain Bridge Road McLean Virginia 22101 703 442 8787

FDE LTD Structural Engineers
Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

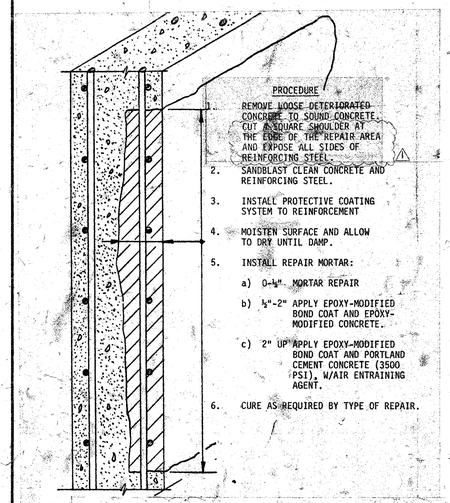
The City of Alexandria Virginia

Date	Description	Date	Description
6-25-82	BID SET		
7-6-82	Δ ADDENDUM #1		
10.20.82	Δ REVISION NO. 3		
1.18.83	Δ REVISION NO 5		

Sheet Title	Sheet Number
Elevations	A-8

Scale 1/8" = 1'-0" Project Number: 1013 (KCF 81-03)

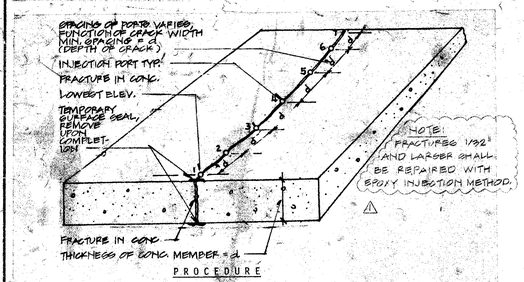
Attachment J



PROCEDURE

1. REMOVE LOOSE DETERIORATED CONCRETE TO SOUND CONCRETE. CUT A SQUARE SHOULDER AT THE EDGE OF THE REPAIR AREA AND EXPOSE ALL SIDES OF REINFORCING STEEL. ⚠
2. SANDBLAST CLEAN CONCRETE AND REINFORCING STEEL.
3. INSTALL PROTECTIVE COATING SYSTEM TO REINFORCEMENT
4. MOISTEN SURFACE AND ALLOW TO DRY UNTIL DAMP.
5. INSTALL REPAIR MORTAR:
   a) 0-¼" MORTAR REPAIR
   b) ¼"-2" APPLY EPOXY-MODIFIED BOND COAT AND EPOXY-MODIFIED CONCRETE.
   c) 2" UP APPLY EPOXY-MODIFIED BOND COAT AND PORTLAND CEMENT CONCRETE (3500 PSI), W/AIR ENTRAINING AGENT.
6. CURE AS REQUIRED BY TYPE OF REPAIR.

1 / A-9 REPAIR OF EXTERIOR SPALLED CONCRETE (TYP) ⚠
WALL SECTION

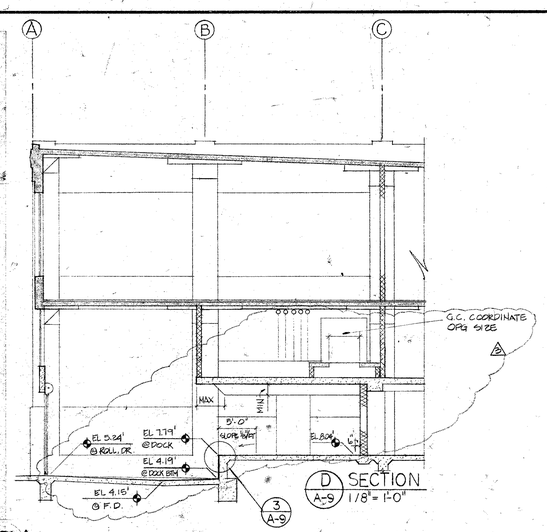


NOTE: FRACTURES 1/32" AND LARGER SHALL BE REPAIRED WITH EPOXY INJECTION METHOD. ⚠

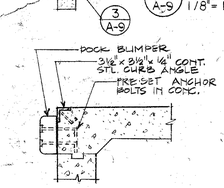
PROCEDURE

1. AFTER ALL SEALS AND PORTS ARE PLACED AND CURED, BEGIN PUMPING EPOXY INTO PORT #1.
2. CONTINUE PUMPING UNITL EPOXY FLOWS FROM PORT #2.
3. SEAL PORT #1 AND BEGIN PUMPING PORT #2.
4. CONTINUE STEPS 1,2,3, UNTIL ALL PORTS ARE FULL.
5. REMOVE PORTS AND SEALS AFTER EPOXY HAS CURED.

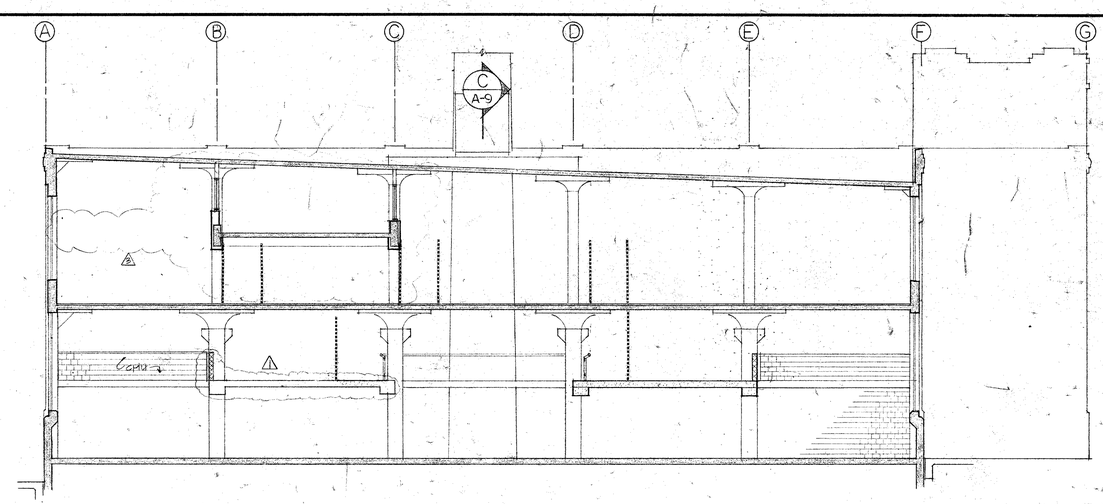
2 / A-9 REPAIR OF FRACTURED CONCRETE (TYP.)
WALL OR SLAB SECTION (BEAMS AND COLUMNS SIMILAR)



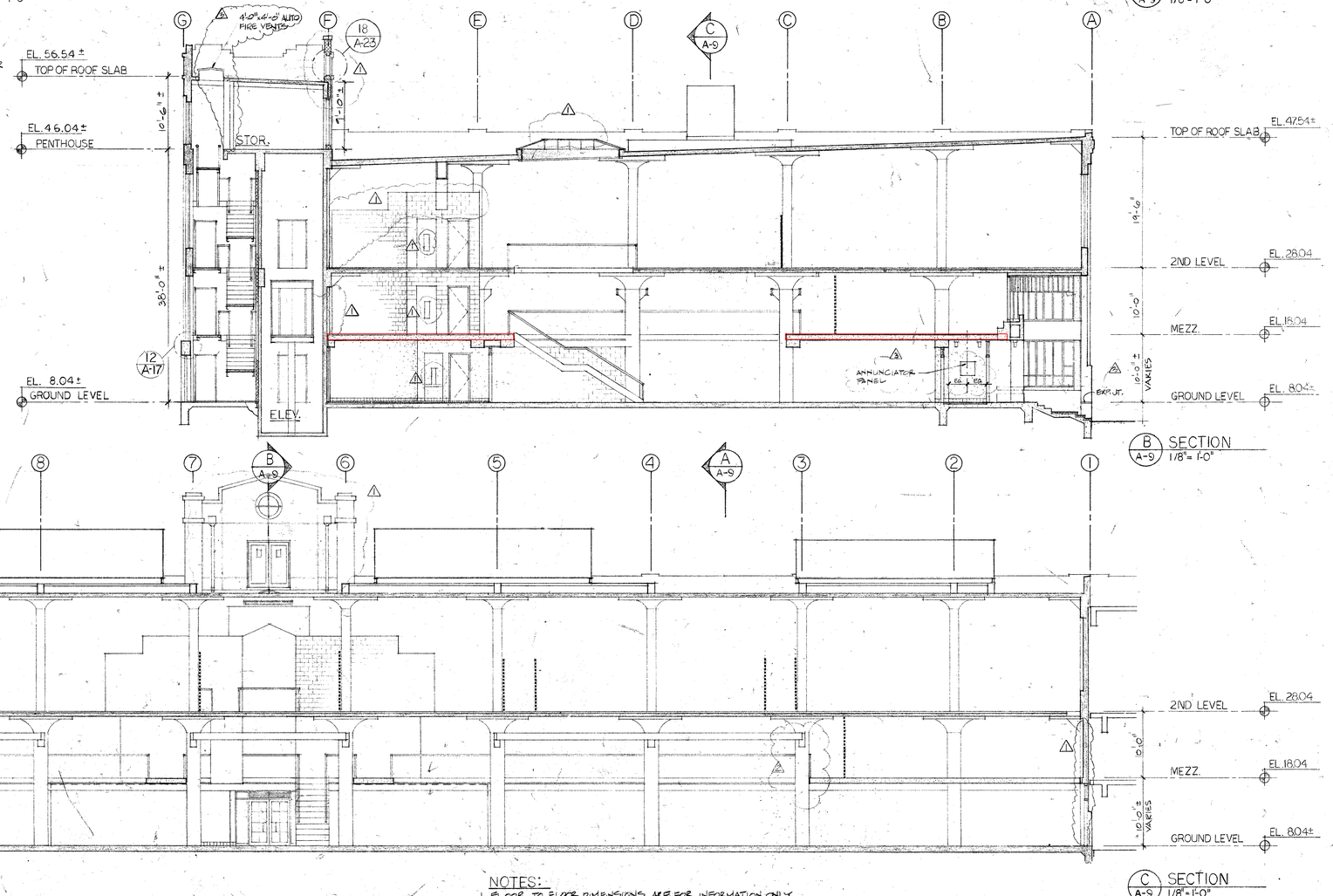
D / A-9 SECTION 1/8" = 1'-0"



3 / A-9 DOCK BUMPER 3/4" = 1'-0"



A / A-9 SECTION 1/8" = 1'-0"



B / A-9 SECTION 1/8" = 1'-0"

C / A-9 SECTION 1/8" = 1'-0"

NOTES:
1. FLOOR TO FLOOR DIMENSIONS ARE FOR INFORMATION ONLY AND SHOULD BE FIELD VERIFIED.

McGalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20033 202 293 6800

Girard Engineering LTD Mechanical/Electrical Engineers
1481 Chain Bridge Road McLean Virginia 22101 703 442 8787

FDE LTD Structural Engineers
Suite 715 4060 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

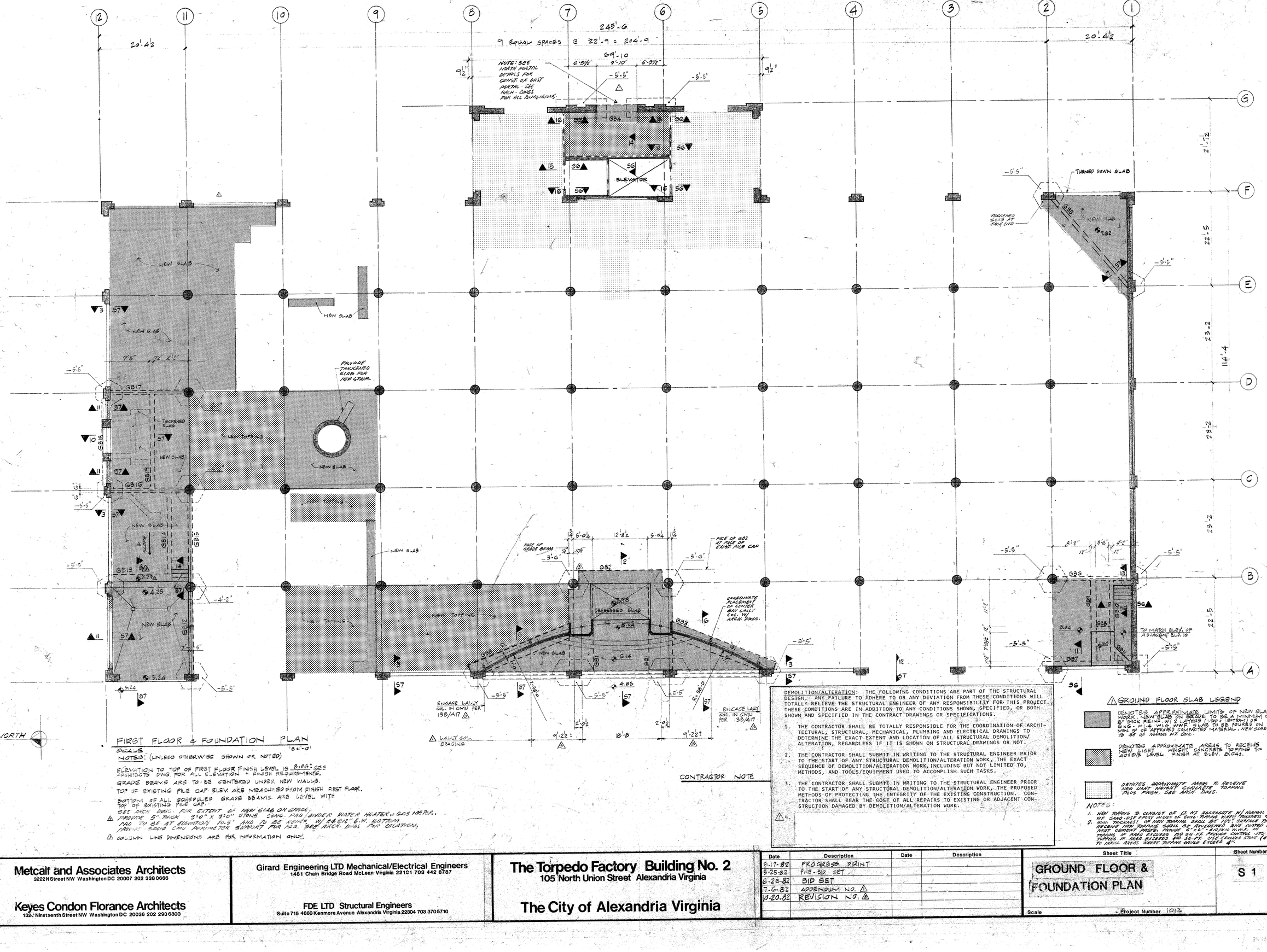
The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

The City of Alexandria Virginia

Date	Description	Date	Description
6-23-82	BID SET		
7-16-82	⚠ ADDENDUM #1		
8-27-82	⚠ ADDENDUM NO. 2		
10-20-82	⚠ REVISION NO. 3		

Sheet Title	Sheet Number
Building Sections	A-9

Scale AS NOTED Project Number: 1013 (KCF 81-03)



Date	Description	Date	Description
5-17-82	PROGRESS PRINT		
5-25-82	PRE-BID SET		
6-23-82	BID SET		
7-6-82	ADDENDUM NO. △		
10-20-82	REVISION NO. △		

Sheet Title: GROUND FLOOR & FOUNDATION PLAN
Sheet Number: S 1
Scale
Project Number 1013

Metcalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20036 202 293 6800

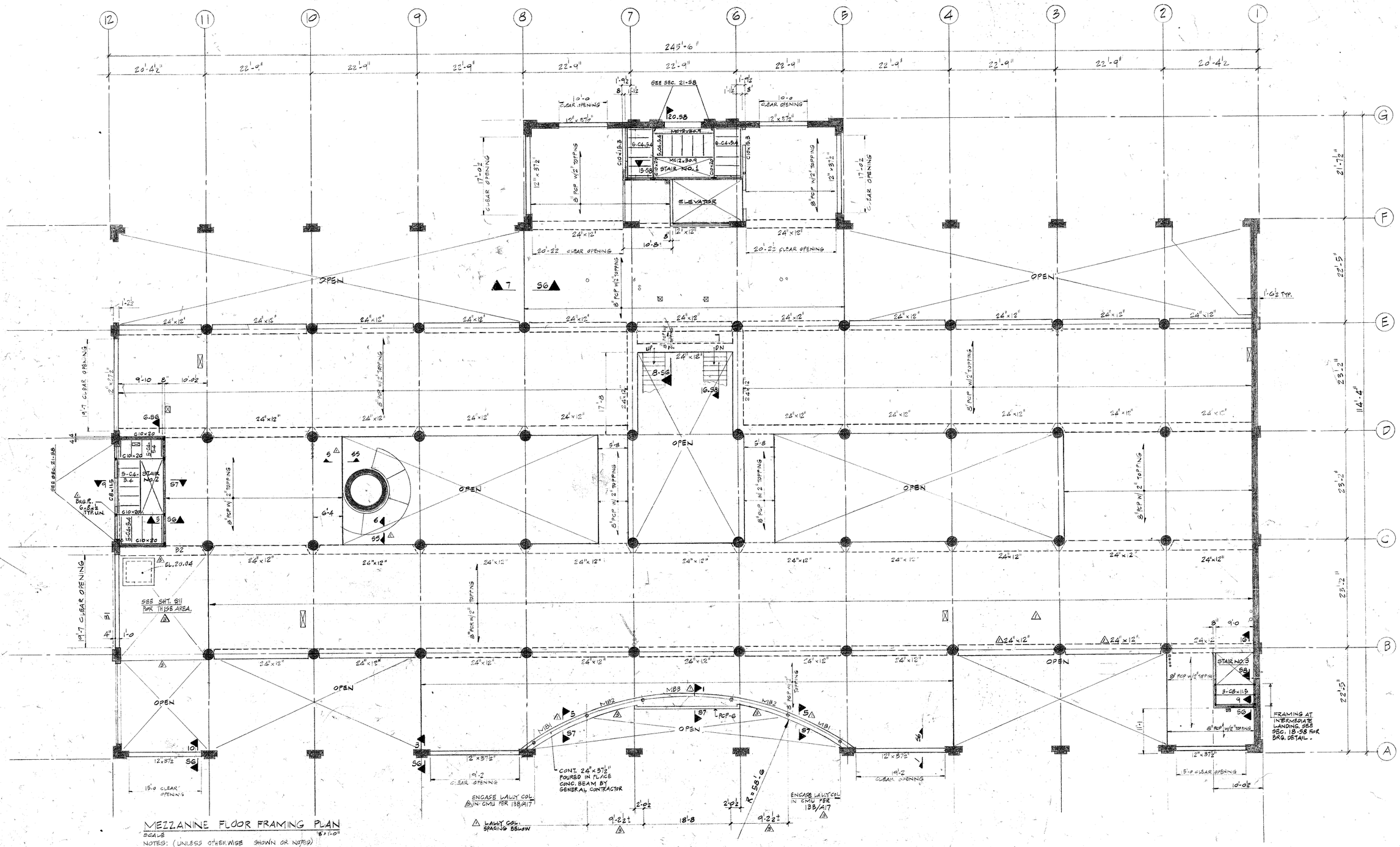
Girard Engineering LTD Mechanical/Electrical Engineers
1481 Chain Bridge Road McLean Virginia 22101 703 442 8787

FDE LTD Structural Engineers
Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

The City of Alexandria Virginia

Attachment J



MEZZANINE FLOOR FRAMING PLAN

SCALE 1/8"=1'-0"

NOTES: (UNLESS OTHERWISE SHOWN OR NOTED)

1. ELEV. TO TOP OF NEW MEZZANINE FLOOR TO BE 18.04 ±
2. FLOOR CONSTRUCTION TO BE 8" PRECAST PRESTRESSED HOLLOW CORE PLANK W/ 2" NORMAL WEIGHT COMPOSITE TOPPING REINFORCED W/ 6x6 - W1.4 x W1.4 (10/10) WELDED WIRE FABRIC.
3. PRECAST PRESTRESSED BEAM SIZES AS SHOWN ON PLAN
4. FLOOR PENETRATIONS FOR MECH. ELECT. & PLUMBING SERVICES ARE AS SHOWN ON PLAN. PRECAST FABRICATOR/ERECTOR TO VERIFY SIZES & LOCATIONS.
5. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE FABRICATION/ERECTION.
6. CONTRACTOR TO ADEQUATELY SHORE PRECAST PRESTRESSED BEAMS AS NECESSARY UNTIL PRECAST PLANK IS INSTALLED AND COMPOSITE TOPPING IS POURED AND HAS ATTAINED SPECIFIED STRENGTH.
7. PRECAST FAB. NOTE: COORDINATE THIS DWG. W/ ARCH. DWGS.

8. TRANSFORMER ROOM NOTES

A. CONTRACTOR TO VERIFY SIZE OF TRANSFORMER AND TO BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL HOLES, DUCTS, ETC, THROUGH HOLLOW CORE PLANK AS REQD BY TRANSFORMER MFTG.

C. MAX. LOAD PER PULLING EYES SHOWN TO BE 2 TONS. CONTRACTOR TO VERIFY NUMBER AND LOCATION.

9. SEE SHT. S-9 FOR TYPICAL PRECAST DETAIL.

Metcalf and Associates Architects	Girard Engineering LTD Mechanical/Electrical Engineers
3222 N Street NW Washington DC 20007 202 338 0666	1461 Chain Bridge Road McLean Virginia 22101 703 442 8787
Keyes Condon Florance Architects	FDE LTD Structural Engineers
1320 Fifteenth Street NW Washington DC 20036 202 [illegible]	Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

The City of Alexandria Virginia

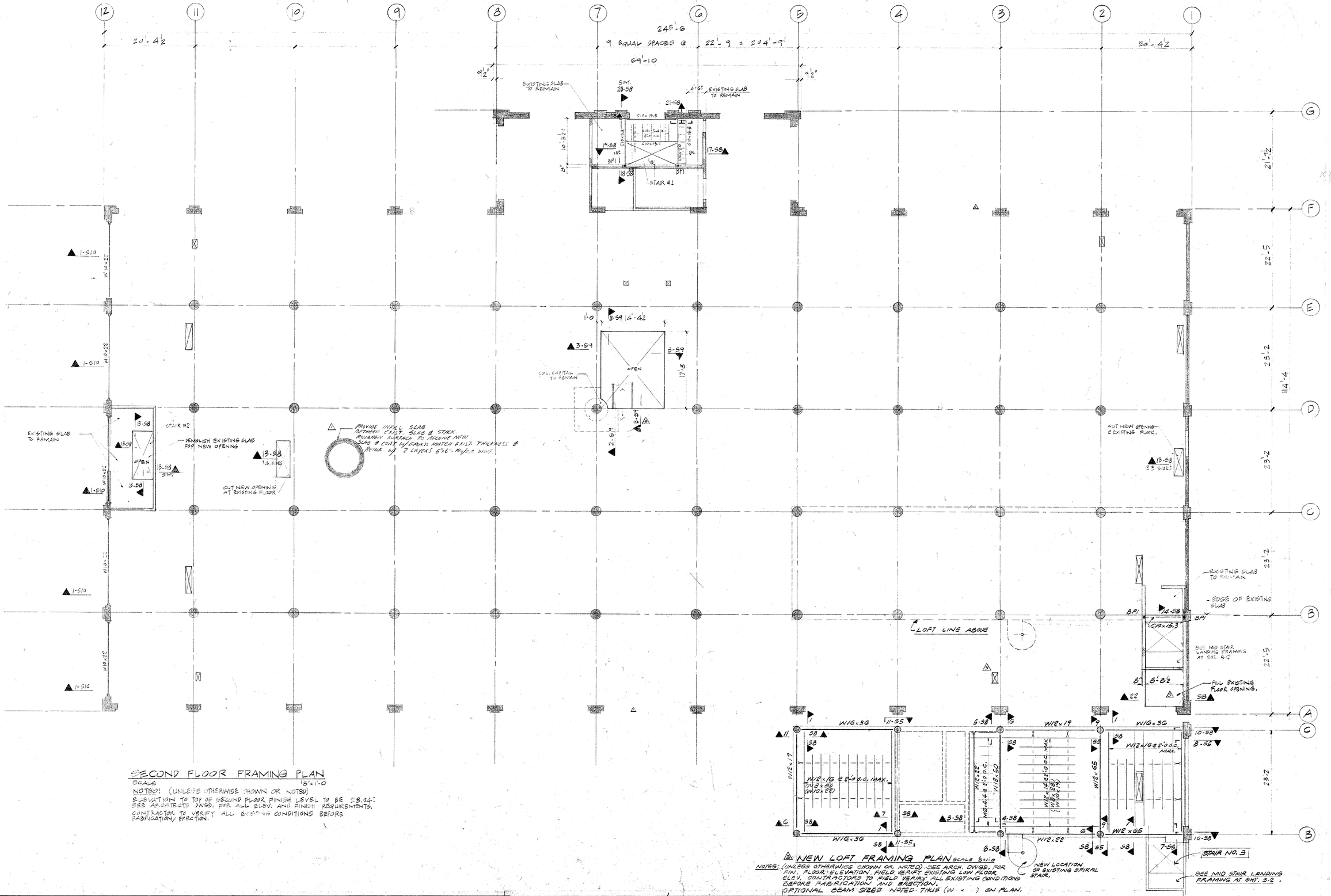
Date	Description	Date	Description
3-22-82	PROGRESS SET	10-20-82	REVISION NO. 4
5-5-82	MEZZANINE PRECAST INC. BID SET		
5-17-82	PROGRESS SET		
6-25-82	PRE-BID SET		
6-25-82	BID SET		
7-6-82	1 ADDENDUM NO. 1		
7-14-82	2 ADDENDUM NO 2		

Sheet Title: MEZZANINE FLOOR FRAMING PLAN

Sheet Number: S 2

Scale

Project Number 1013



SECOND FLOOR FRAMING PLAN

SCALE 1/8"=1'-0

NOTES: (UNLESS OTHERWISE SHOWN OR NOTED)
ELEVATION TO TOP OF SECOND FLOOR FINISH LEVEL TO BE 13.91'.
SEE ARCHITECTS DWGS. FOR ALL ELEV. AND FINISH REQUIREMENTS.
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE FABRICATION/ERECTION.

⚠ NEW LOFT FRAMING PLAN SCALE 1/8"=1'-0

NOTES: (UNLESS OTHERWISE SHOWN OR NOTED) SEE ARCH. DWGS. FOR FIN. FLOOR ELEVATION. FIELD VERIFY EXISTING LOW FLOOR ELEV. CONTRACTORS TO FIELD VERIFY ALL EXISTING CONDITIONS BEFORE FABRICATION AND ERECTION.
OPTIONAL BEAM SIZES NOTED THUS (W ×) ON PLAN.

NEW LOCATION OF EXISTING SPIRAL STAIR.

Metcalf and Associates Architects
3222 N Street NW Washington DC 20007 202 338 0666

Keyes Condon Florance Architects
1320 Nineteenth Street NW Washington DC 20036 202 293 6800

Girard Engineering LTD Mechanical/Electrical Engineers
1481 Chain Bridge Road McLean Virginia 22101 703 442 8787

FDE LTD Structural Engineers
Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710

The Torpedo Factory Building No. 2
105 North Union Street Alexandria Virginia

The City of Alexandria Virginia

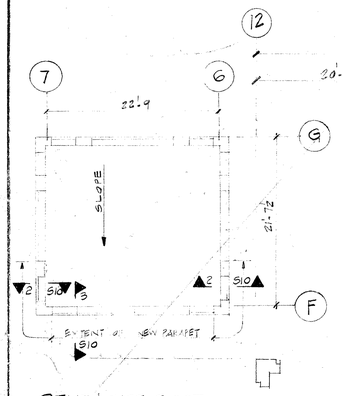
Date	Description	Date	Description
5-17-82	PROGRESS PRINT		
6-25-82	PRE-BID SET		
6-23-82	BID SET		
7-6-82	⚠ ADDENDUM NO. 1		
10-20-82	REVISION NO. ⚠		

Sheet Title	Sheet Number
SECOND FLOOR FRAMING PLAN	S3

Scale

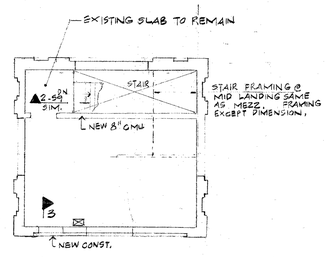
Project Number 1012

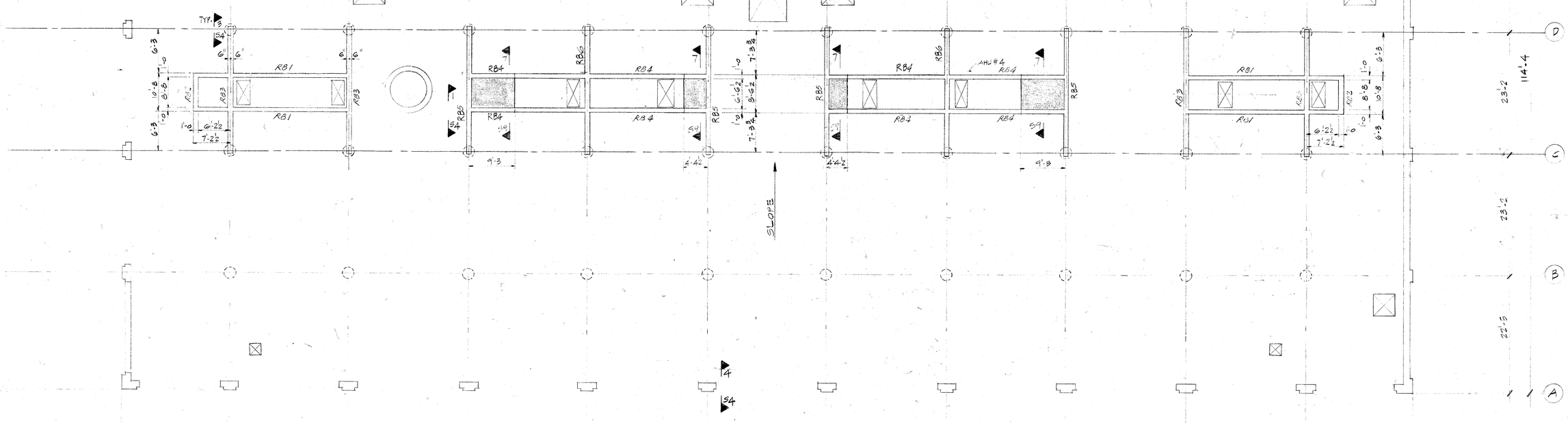
Attachment J



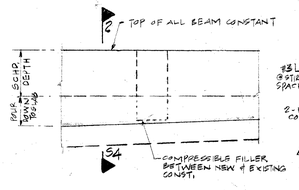
⚠ PENTHOUSE ROOF
SCALE 1/8"=1'-0

245'-6
9 EQUAL SPACES @ 22'-9" = 204'-9"
69'-10"
9½"
9½"

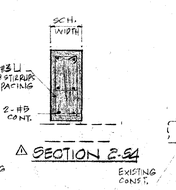


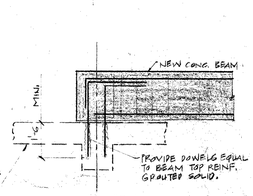


ROOF FRAMING PLAN
SCALE 1/8"=1'-0



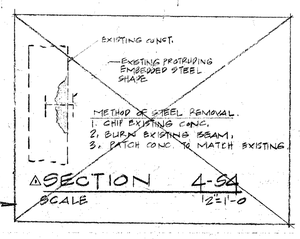
⚠ SECTION 1-S4
SCALE 1/2"=1'-0





⚠ SECTION 3-S4 (TYP.)
SCALE 1/2"=1'-0

OMIT ⚠



⚠ SECTION 4-S4
SCALE 1/2"=1'-0

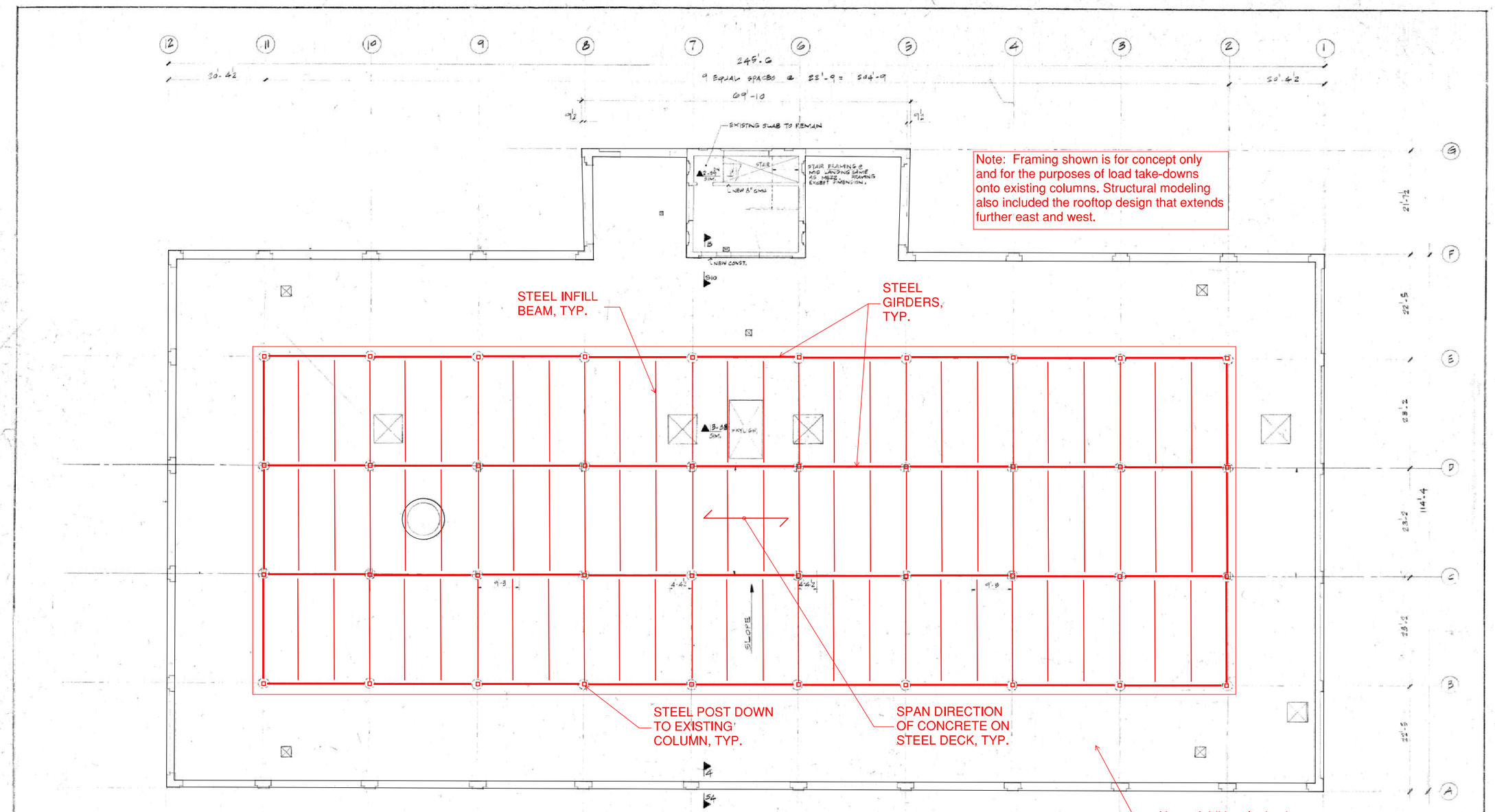
Metcalf and Associates Architects 3222 N Street NW Washington DC 20007 202 338 0666 **Keyes Condon Florance Architects** 1320 Nineteenth Street NW Washington DC 20036 202 293 6800	**Girard Engineering LTD Mechanical/Electrical Engineers** 1481 Chain Bridge Road McLean Virginia 22101 703 442 8787 **FDE LTD Structural Engineers** Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710	**The Torpedo Factory Building No. 2** 105 North Union Street Alexandria Virginia **The City of Alexandria Virginia**

Date	Description	Date	Description
5-17-82	PROGRESS PRINT		
5-28-82	PRE-BID SET		
6-23-82	BID SET		
7-6-82	ADDENDUM: NO. 1		
10-20-82	REVISION NO. ⚠		

Sheet Title	Sheet Number
ROOF FRAMING PLAN	S 4
Scale	Project Number 1013

Appendix B: Proposed Architectural Scope

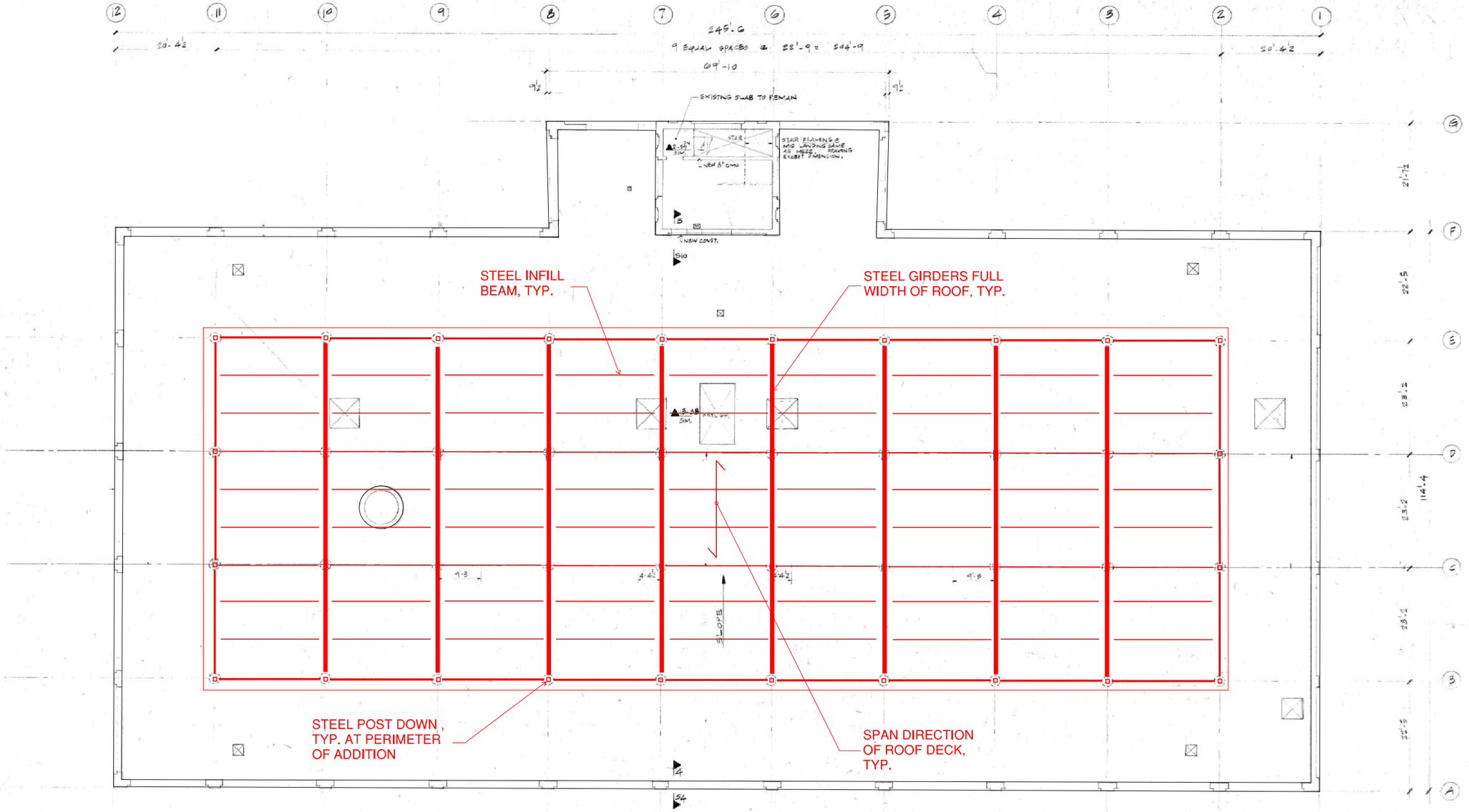
Mockup Representation of Proposed Architectural Scope



ROOF FRAMING PLAN
SCALE 1/8"=1'-0"

ROOFTOP ADDITION: FLOOR FRAMING ON EXISTING ROOF PLAN

Metcalf and Associates Architects 3222 N Street NW Washington DC 20007 202 3380666 Keyes Condon Florance Architects 1320 Nineteenth Street NW Washington DC 20036 202 2936800	Girard Engineering LTD Mechanical/Electrical Engineers 1481 Chain Bridge Road McLean Virginia 22101 703 442 8787 FDE LTD Structural Engineers Suite 715 4600 Kenmore Avenue Alexandria Virginia 22304 703 3705710	The Torpedo Factory Building No. 2 105 North Union Street Alexandria Virginia The City of Alexandria Virginia	Date / Description 3-17-82 PROGRESS PRINT 5-28-82 PRE-BID SET 6-23-82 BID SET 7-6-82 ADDENDUM NO 1 10-20-82 REVISION NO. 2
			Sheet Title: ROOF FRAMING PLAN Scale Project Number 1013
			Sheet Number: S 4



ROOF FRAMING PLAN
SCALE 1/8"=1'-0"

ROOFTOP ADDITION: ROOF FRAMING ON EXISTING ROOF PLAN

Metcalf and Associates Architects 3222 N Street NW Washington DC 20007 202 338 0666 Keyes Condon Florance Architects 1920 Nineteenth Street NW Washington DC 20036 202 293 6800	Girard Engineering LTD Mechanical/Electrical Engineers 1481 Chain Bridge Road McLean Virginia 22101 703 442 8787 FDE LTD Structural Engineers Suite 715 4600 Kenmore Avenue Alexandria Virginia 22304 703 370 5710	The Torpedo Factory Building No. 2 105 North Union Street Alexandria Virginia The City of Alexandria Virginia

Date	Description	Date	Description
5-17-82	PROGRESS PRINT		
6-28-82	PRE-BID SET		
6-23-82	BID SET		
7-6-82	ADDENDUM NO 1		
10-20-82	REVISION NO. 2		

Sheet Title	Sheet Number
ROOF FRAMING PLAN	S 4
Scale	Project Number 1015

Appendix C: Non-Destructive Evaluation Report

CBZ CONSULTING INC.
Understanding your Buildings & Structures

PROJECT: **Torpedo Factory, 105 N Union St, Alexandria, VA 22314**

TITLE: **Non-Destructive Evaluation: Structural Assessment**

CLIENT: **1200 Architectural Engineers, PLLC**

On Behalf of: **The City of Alexandria**

Report No: **BZ170268**

Compiled By: **Charles Bransby-Zachary BSc MRICS**

Issued on: **August 16, 2021**

1.0 INTRODUCTION 3
1.1 General 3
1.2 Background & Purpose 3
1.3 Project Scope 4

2.0 THE ASSESSMENT 7
2.1 General 7
2.2 Investigation Methodologies 7

3.0 RESULTS 8
3.1 Overview 8
3.2 Exterior Grade Walls & Columns (Scanned at Area 1 & 11) 8
3.3 Exterior Columns (Scanned at Areas 1, 5, 8 & 11) 10
3.4 Interior Columns (Area 2, 3 & 8 Results) 11
3.5 Ground Floor Construction & Pile Caps (Areas 2 & 10) 12
3.6 2nd Floor Slab and Detailing Over Columns (Areas 3, 4 & 9) 13
3.7 Roof Slab and Detailing Over Columns (Areas 7 & 8) 14
3.8 Exterior Wall / Spandrel Beam (Scanned at Area 6, Stair 1) 15

4.0 APPENDIX – DRAWINGS HIGHLIGHTING SURVEY AREAS 16

RICS
Address: 480 N Broadway, Yonkers, NY 10701 **Tel:** (310) 990 8062
Email: cbz@cbzconsulting.com

CBZ CONSULTING INC.

Understanding your Buildings & Structures

Professional Building Surveyor's Declaration:

I am a Chartered Building Surveyor, Professional Member of RICS USA, Register No. 1271252. This survey report represents a survey made under my supervision. The testing processes, data analysis, and conclusions drawn from this survey have been approved for issue.

The findings presented in this report represent my best professional opinions based on experience gained from similar investigations carried out on other buildings and structures within New York State and elsewhere in the USA and the UK. These professional opinions are supported by the results of destructive methods of coring, drilling and probing carried out elsewhere on similar materials.

Charles Bransby-Zachary BSc MRICS
President

16 August 2021

RICS
Professional Member, Register No. 1271252

Address: 480 N Broadway, Yonkers, NY 10701 **Tel:** (310) 990 8062
Email: cbz@cbzconsulting.com

1.0 INTRODUCTION

1.1 General

CBZ Consulting Inc. (CBZ) attended the Torpedo Factory in Alexandria, VA to provide 1200 Architectural Engineers, PLLC (1200AE) with critical information regarding the various structural components of the building.

The assessment was conducted using Non-Destructive Evaluation (NDE) techniques but was supplemented by extensive visual inspection and hand measurement. We have now completed analysis of the data from site and are pleased to provide a report of the investigation.

1.2 Background & Purpose

The Torpedo Factory Art Center is a naval munitions factory built in 1918 which was converted into an art center on the banks of the Potomac River in Old Town Alexandria, Virginia. The City of Alexandria is presently considering several major alterations to the building which may include rooftop additions and green infrastructure that would ultimately add load to the existing structure.

Fig 1: General View Torpedo Factory

CBZ was commissioned by 1200AE on behalf of The City of Alexandria to scan a selection of structural components to determine the as-built arrangement and thus provide information to the project engineers (1200AE) for structural calculation purposes and to better understand the structural conditions in preparation for final building designs.

Due to the historic nature of the building and the fact that it remains in use as an Art Center, as much of this information as possible was collected using non-destructive evaluation (NDE) methods.

Address: 480 N Broadway, Yonkers, NY 10701 **Tel:** (310) 990 8062
Email: cbz@cbzconsulting.com

1.3 Project Scope

Prior to the investigation, 1200AE recommended a scope of work geared towards understanding existing conditions of the structural components, the information from which could be used to determine loading capacities and the need and specifications of any strengthening that would be required to incorporate the rooftop additions.

A detailed set of drawings were provided by 1200AE that highlighted example locations where NDE data could be collected to answer the questions of each structure component; these were used by CBZ during testing to navigate the building and fine tune a scope that would provide the required information.

CBZ provided the scanning services using a combination of Ground Penetration Radar (GPR), metal detection and Hand Measurement.

NDE scanning work was performed at a total of eleven (11) locations, the positions of which are highlighted in plan on four drawings, provided separately as an Appendix. These should be read in conjunction with this report.

The following structural components were investigated as part of this assessment:

1. **Exterior Walls & Beams –** Scan through selected areas of exterior wall and beam to map embedded reinforcement arrangement. This also included spacing and approximate sizing and included the following floor levels:

    - 1st & 2nd Floor Levels

2. **Column reinforcement –** Scan through bottom, middle and top sections of selected columns to map embedded reinforcement arrangement (main vertical bars and stirrups). This also included spacing and approximate sizing and included the following floor levels:

    - 2nd Floor to Roof
    - 1st Floor to 2nd Floor

3. ***Floor / Roof Slabs*** – Scan through selected areas of floor and roof slabs to determine thicknesses and reinforcement arrangement. This included the following areas:

    - Roof (Only select accessible locations)
    - 2nd Floor
    - 1st / Ground floor

4. **Foundations / Pile Caps** - Locate / estimate size for pile caps at ground level

In addition to the survey areas being presented in the separate appendix, reduced size plans are also shown below for report reference:

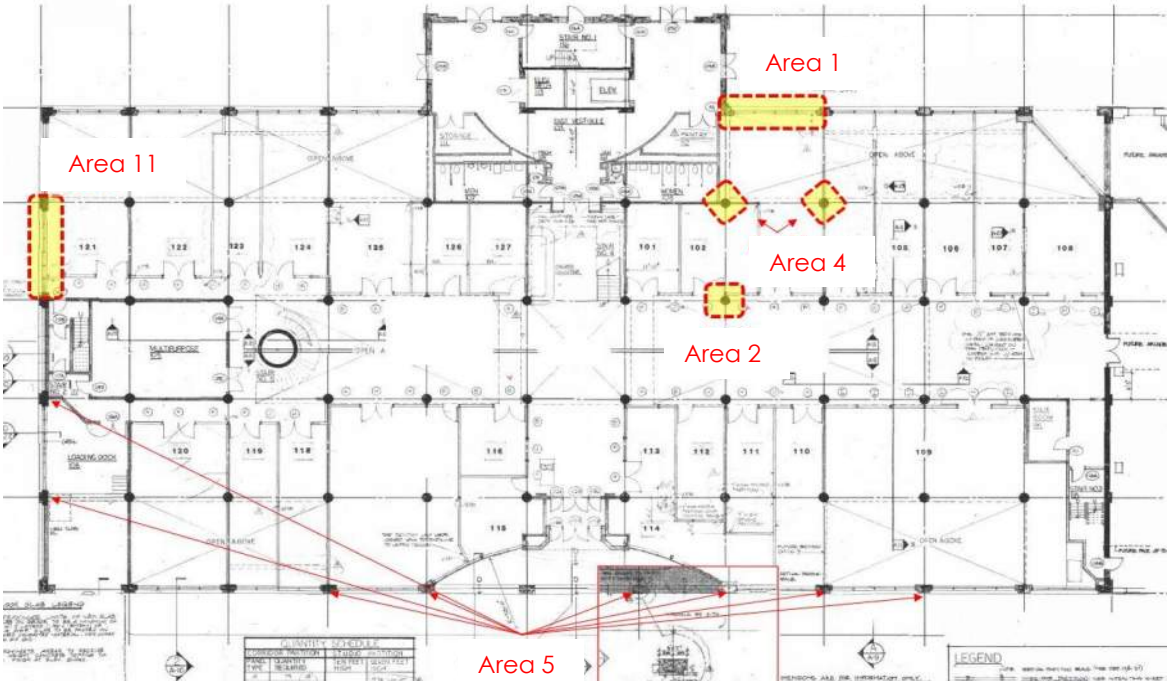


Fig 2: Ground Floor Plan – Showing Areas 1, 2, 10 & 11 Assessed by CBZ

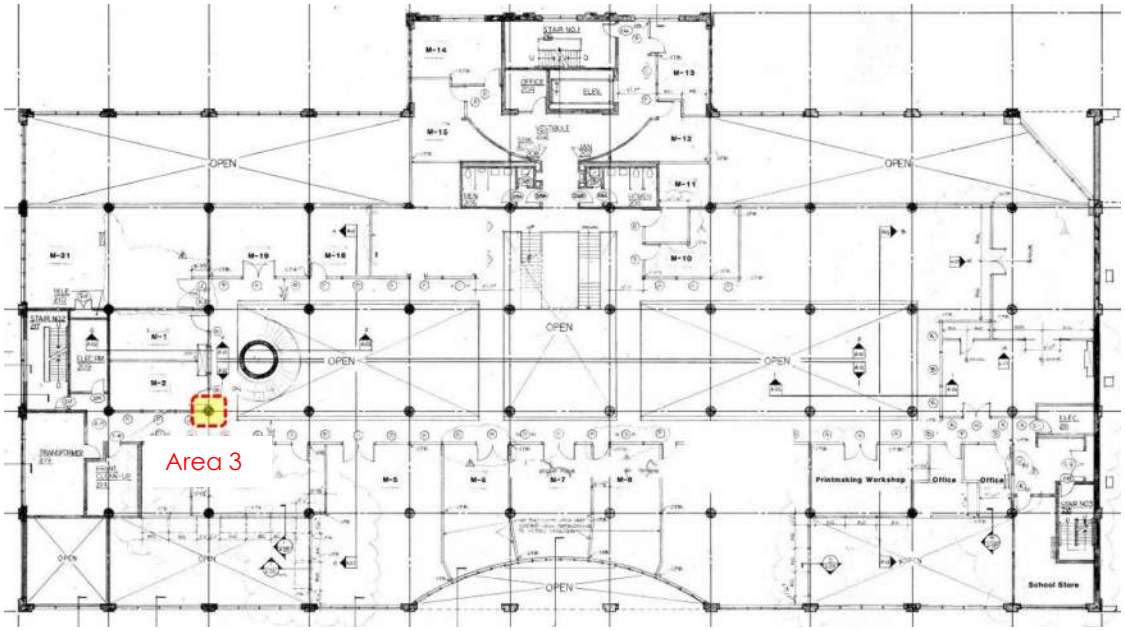


Fig 3: Mezzanine Floor Plan – Showing Area 3 Assessed by CBZ

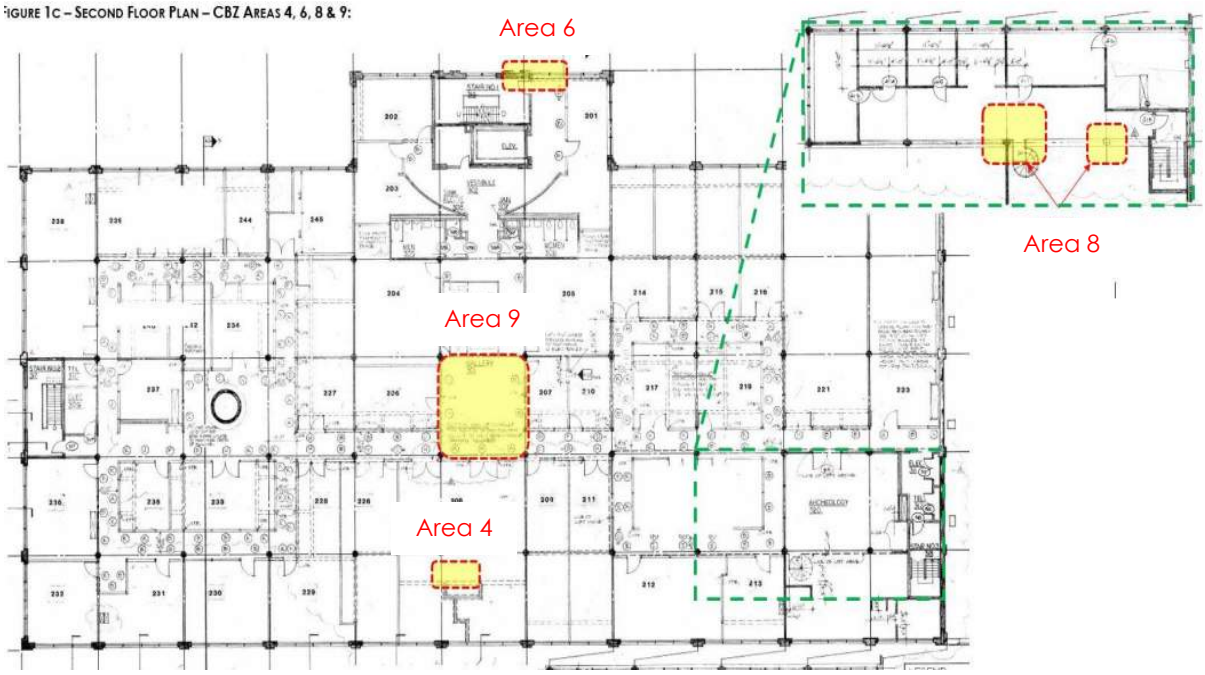


Fig 4: 2nd Floor Plan – Showing Areas 4, 6, 8 & 9 Assessed by CBZ

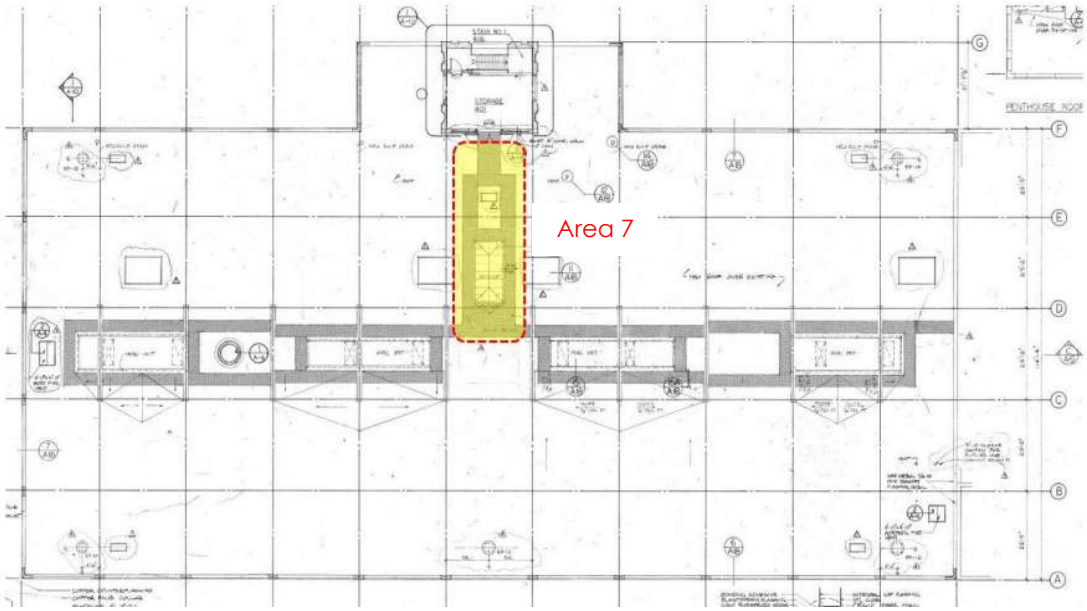


Fig 5: Roof Plan – Showing Area 7 Assessed by CBZ

2.0 THE ASSESSMENT

2.1 General

CBZ conducted the site work for this component of the survey over two, eight (8) hour survey sessions on July 28 & 29, 2021. 1200AE arranged for CBZ to access all interior areas of the building requiring investigation from approximately 8am onwards.

2.2 Investigation Methodologies

A brief explanation of each investigative technique is given below.

2.2.1 Ground Penetrating Radar (GPR)

Ground Penetrating Radar (GPR) induces an electro-magnetic pulse of energy into the materials under investigation and measures the changes in wave velocity as the pulse passes from one material type to another. This change causes energy to be reflected at boundaries between material types or individual features thus giving a record of the interfaces and mapping conditions such as concrete / masonry thicknesses, reinforcement arrangement and subsurface ground conditions.

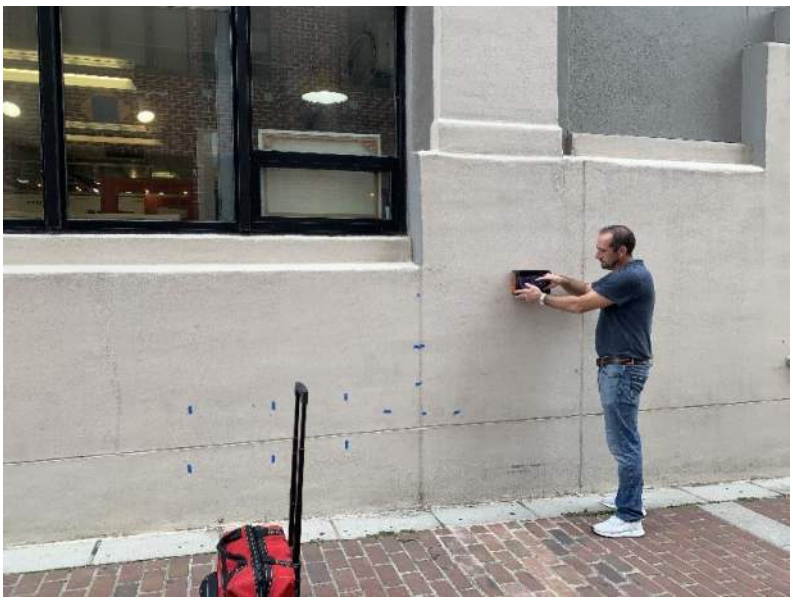


Fig 6: GPR Data collection through Exterior Wall

GPR uses the principle that radio waves travel at different velocities through different materials: the velocity being dependent on the electrical characteristics of the material being scanned through.

GPR records the change in that electrical difference and this can be used to map the subsurface conditions (See Fig 6 for the typical GPR set up used).

2.2.2 Metal Detectors

Metal Detectors measure currents induced in ferromagnetic objects to determine their location to a depth over a maximum range of approximately 8" (dependant on size of embedded metal being mapped).

Metal detection was used to map the existence and relative depths of embedded metal (reinforcement) and generally as a complement to the GPR data collected.

3.0 RESULTS

3.1 Overview

The assessment findings are derived from the combined analysis of all methods discussed above. A total of 11 areas were investigated by CBZ over a total of three separate floor levels and roof; components investigated included columns, beams, floor slabs and the roof slab. The results are summarized below:

3.2 Exterior Grade Walls & Columns (Scanned at Areas 1 & 11)

1200 AE requested that the grade walls be scanned in order to determine the primary span direction (as cantilevered stem or horizontal to columns) and the reinforcement conditions where it transitions into the column. This investigation work was conducted at Areas 1 & 11.

3.2.1 Exterior Grade Wall (Area 1 – East Elevation)

GPR data confirmed that the east exterior grade wall at Area 1 is approx. 6½" at the base, transitioning into a 16½" shaped beam beneath the window. The center span of the wall contains one layer of reinforcement; however additional reinforcement does exist, which is centrally positioned in the wall and extends to approximately 60" from the column (see blue shaded area in Fig 7 below).

The typical arrangement of the exterior grade walls and columns is shown below in Fig 7 as schematic elevational and cross sections.

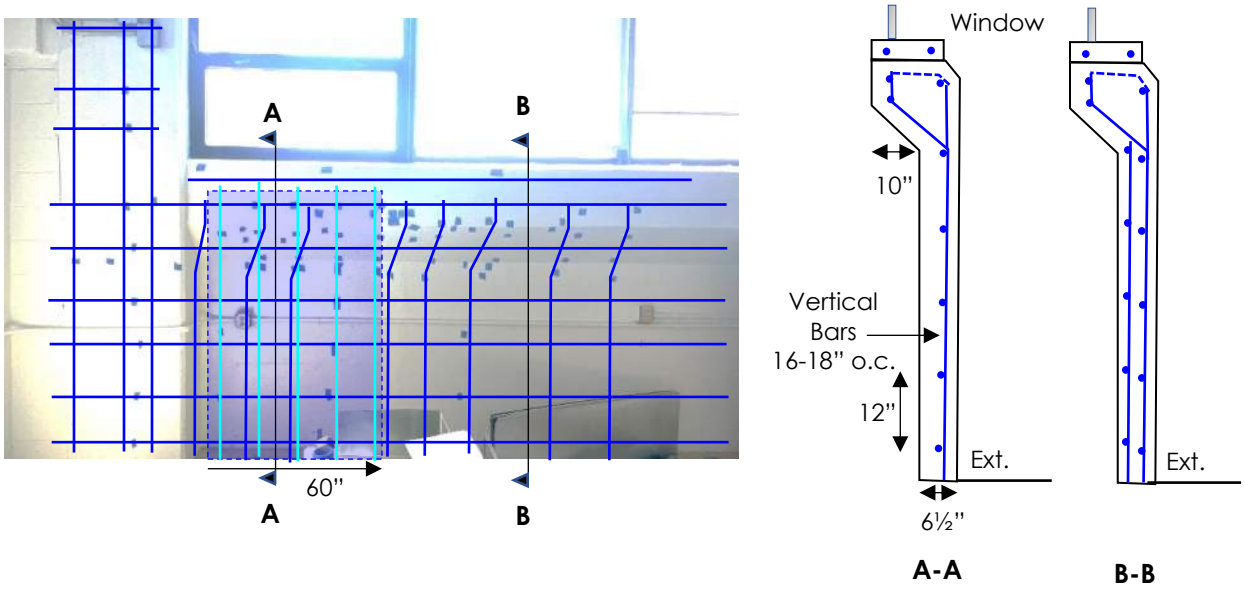


Fig 7 – Area 1 Beam / Wall
Left: Interior Image of Exterior wall / column annotated with reinforcement layout
Right: Schematic Sections through exterior wall (beneath Window)

Horizontal bars are typically placed at 12" o.c. and are continuous through the adjacent columns. Vertical reinforcement spacing increases from 10" adjacent to the column to 18" at the midspan of the grade wall. Vertical bars are cranked into the upper thicker section of wall, which essentially forms a beam beneath the window.

3.2.2 Exterior Grade Wall (Area 11 – North Elevation)

The exterior grade wall and column reinforcement arrangement at the North wall is similar to that identified in Area 1 at the east wall. The wall is however thicker (10-12") and contains two layers of reinforcement (front and rear). Similarly, to the east wall, the columns are flanked by 60" long sections of wall which contain additional reinforcement (See Fig 8 below).

Fig 8: North Grade Wall (Area 11)
Exterior Image of North Grade Wall annotated with main column and wall reinforcement arrangement

3.3 Exterior Columns (Scanned at Areas 1, 5, 8 & 11)

1200 AE requested that the exterior columns be scanned to verify whether they are reinforced or contain 'H' section steel columns. If reinforcement is present the general arrangement was to be confirmed.

3.3.1 Exterior Columns (Typical Arrangement)

The exterior columns are shaped, wider at the interior and narrower at the exterior. Two reinforcement cages (main bars tied to stirrups) appear to exist in each column, one at the front and another at the rear; each contains 2 layers of 3 main vertical bars and each has stirrups wrapped around the outside of the main bars, placed between 9-12" o.c.

Note: Any connection detailing between the front and rear column reinforcement could not be resolved; however, both sets of reinforcement are most likely connected. The typical reinforcement layout is shown in schematic section C-C below (Fig 9).

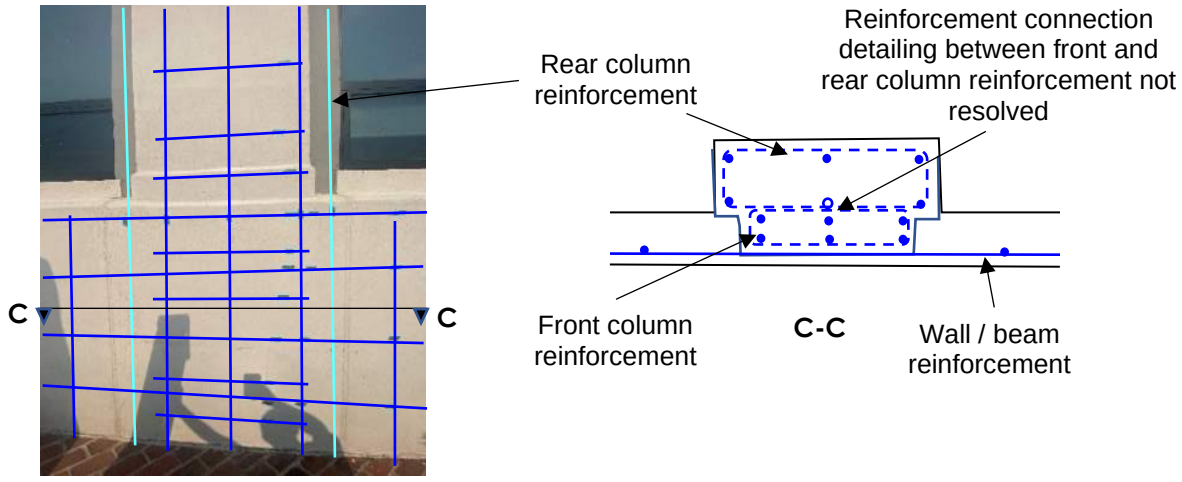


Fig 9 – Area 1 Column – Left: Exterior Image of Column annotated with reinforcement layout
Right: Schematic Plan Section C-C through column

3.3.2 Exterior Columns (Front, West Entrance Only) – Area 5

1200 AE requested that a column at the west front entrance be scanned as original drawings suggested it may contain an embedded steel 'H' column. The columns measure 43½" x 20¼"; GPR scanning conformed that two of the columns directly in front of the entrance do contain steel 'H' sections (approx. dimensions 12" flange x 14/15" web).

Note: Only the two columns highlighted in Fig 10 contain 'H' sections. All remaining columns are reinforced (See Fig 10 for reference).

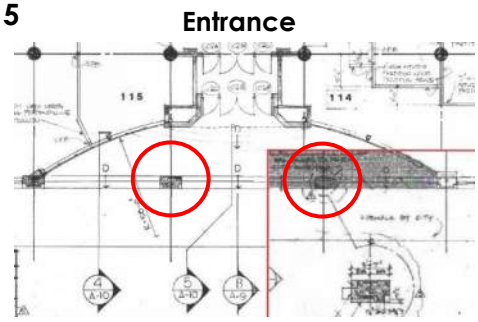


Fig 10 – Area 5: Two columns containing 'H' Sections

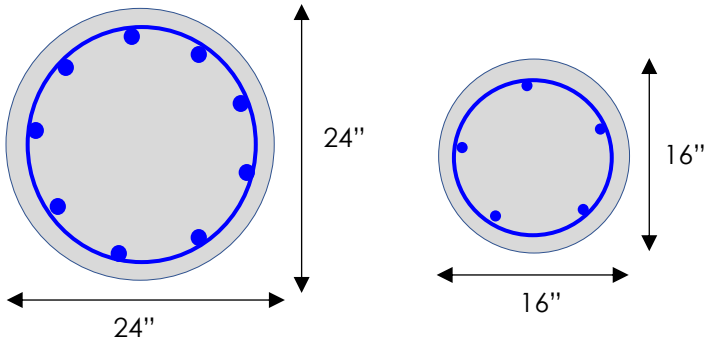
3.4 Interior Columns (Areas 2, 3 & 8 Results)

Two columns were investigated in detail, one at Ground Floor Level (Area 2) and another at 2nd Floor Level (Areas 2, 3 & 8). CBZ also confirmed that the reinforcement arrangement to the interior columns was consistent across the building by targeting several random columns across the building, which were adjacent to other areas investigated.

The columns are all circular in plan, the diameter measuring 24" (Circumference 75.4") at Ground floor level and 16" (Circumference 50.27") at 2nd Floor Level. Each column contains a mushroom capital (5ft diameter) and drop head (10ft diameter / 4" deep) above (See Fig 11 for reference).

- ***Ground Floor Columns*** - Ground Floor columns contain nine (9) main vertical reinforcement bars (cover depth approx. 1¾-2") and hoop steel (horizontal stirrups) placed 2" o.c. (cover depth approx. 1¼") for the full height of the columns. The drop Panel / mushroom capitals are unreinforced. No bar sizing possible.

- ***2nd Floor Columns*** - The narrower 2nd floor columns contain five (5) main vertical reinforcement bars (depth approx. 1¾-2") and hoop steel (horizontal stirrups) placed 10-12" o.c. for the full height of the columns. The drop Panel / mushroom capitals are unreinforced. No bar sizing possible.



Plan Section
Ground Floor
Column

Plan Section
2nd Floor Column

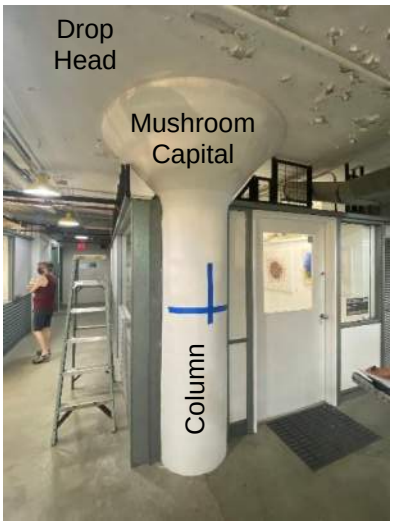


Fig 11 – Left: Schematic sections through Ground and 2nd Floor Columns
Right: Image showing typical column design with cylindrical shaft, mushroom capital and drop head

3.5 Ground Floor Construction & Pile Caps (Areas 2 & 10)

The ground floor slab was investigated in detail in Areas 2 and 10 around and between columns. The floor slab appears to be comprise of a topping slab containing a 6" x 6" reinforcement mesh towards the base, which overlays a 12" thick unreinforced slab. The ground floor slab varies significantly in thickness, ranging from 3 (identified at Area 2) to 5-6" thick at Area 10.

The floor around the columns form, a diamond shape, which, based on the data collected, is likely to represent a boundary between the structural slab and pile caps below. The diamond shaped section varies between 3" (at Area 2) and 7" in Area 10.

A test pit would be required to accurately determine the arrangement of the pile caps. GPR data at the base of the unreinforced diamond shaped section was consistent with congested reinforcement, steel plates or steel beams; however, this could not be confirmed. Fig 12 below provides a schematic section through the ground floor and column base / pile cap:

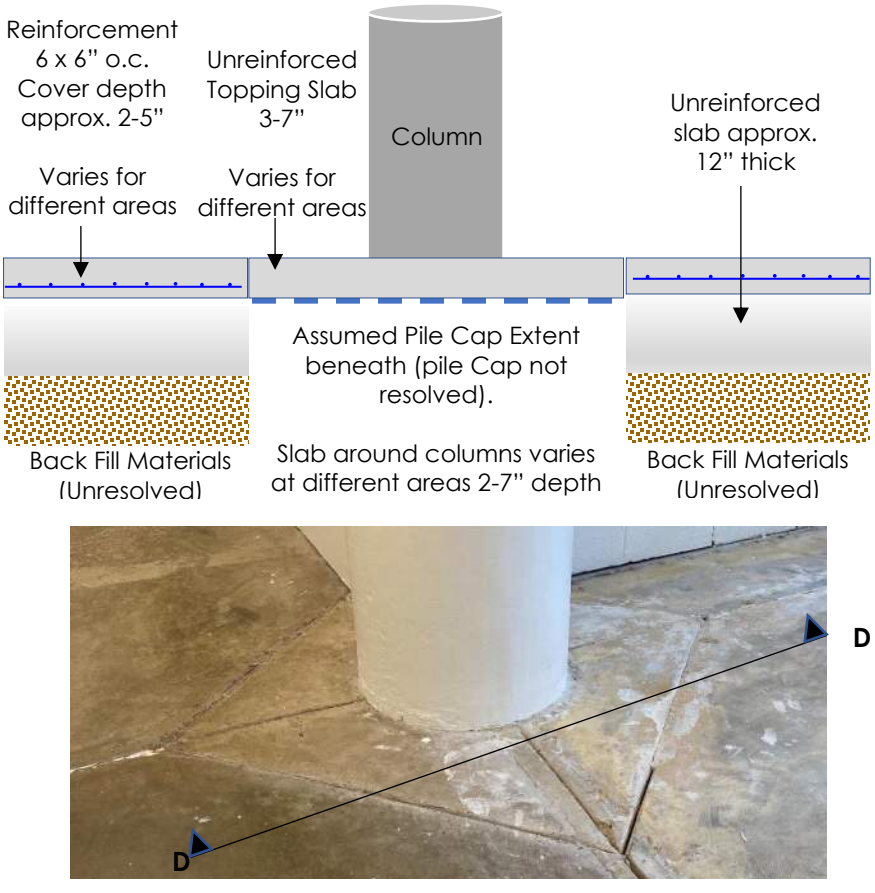


Fig 12 – Top: Schematic Section D-D through Ground Floor and Column Base
Bottom: Image highlighting typical floor and diamond shape around column

3.6 2nd Floor Slab and Detailing Over Columns (Areas 3, 4 & 9)

The 2nd floor slab is approximately 10-11" thick (increasing to 14" at the drop heads) and is heavily reinforced. A top layer of reinforcement consists of bars placed 6" x 6" o.c. (cover depth 1½-2"). A second reinforcement layer placed 4-5" o.c. in both directions is draped between columns, where the depth increases from 4-5" over the columns and drop heads, to 7-8" at the midspan between columns.

The reinforcement arrangement is complex with increased reinforcement congestion above and surrounding the drop heads and capitals. Cranked bars that extend from, and are likely tied to the draped bars, angle sharply downward through the concrete approx. 16-20" from the outer drop head edges. Fig 13 below provides a schematic section through the 2nd floor slab and column:

Note: The floor slab scanned in Area 4 identified the same construction as Areas 3 & 9.

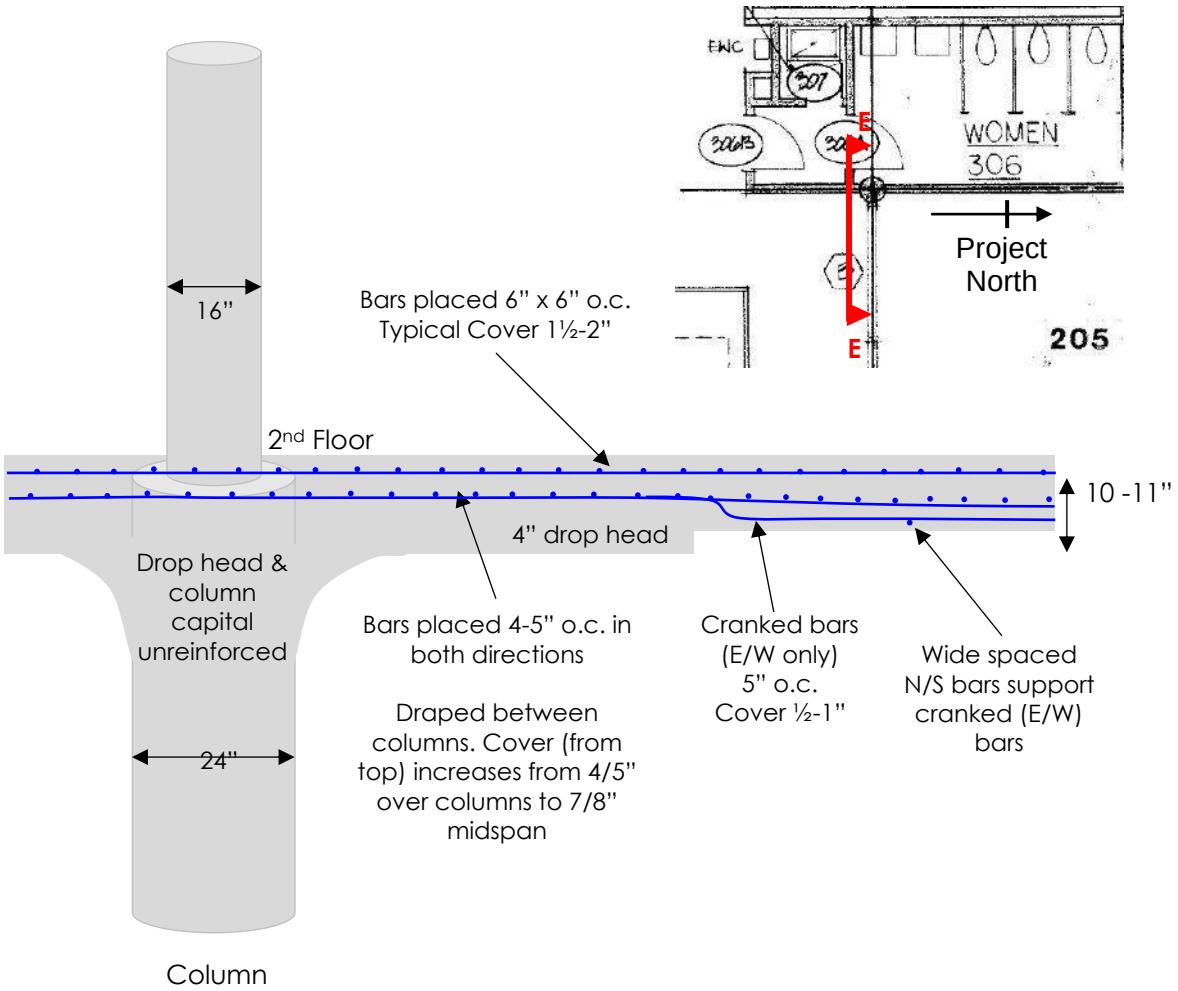


Fig 13: Schematic Section E-E showing 2nd floor construction arrangement (using GPR date from Areas 3 & 9)

3.7 Roof Slab and Detailing Over Columns (Areas 7 & 8)

The roof floor slab is approximately 6" thick and is overlayed with a roof membrane, insulation boards and ballast. A top layer of reinforcement consists of bars placed 6" x 6" o.c. (cover depth approx.1½-2" from top of slab). A second reinforcement layer beneath the top layer spans E/W only placed 12.o.c. and is supported over widely spaced N/W spanning bars.

Similarly, to the 2nd floor slab arrangement, the bottom reinforcement layer is also cranked into the midspan portion of the slab at the outer edges of the drop panel.

Fig 14 below provides a schematic section through the roof slab over a column:

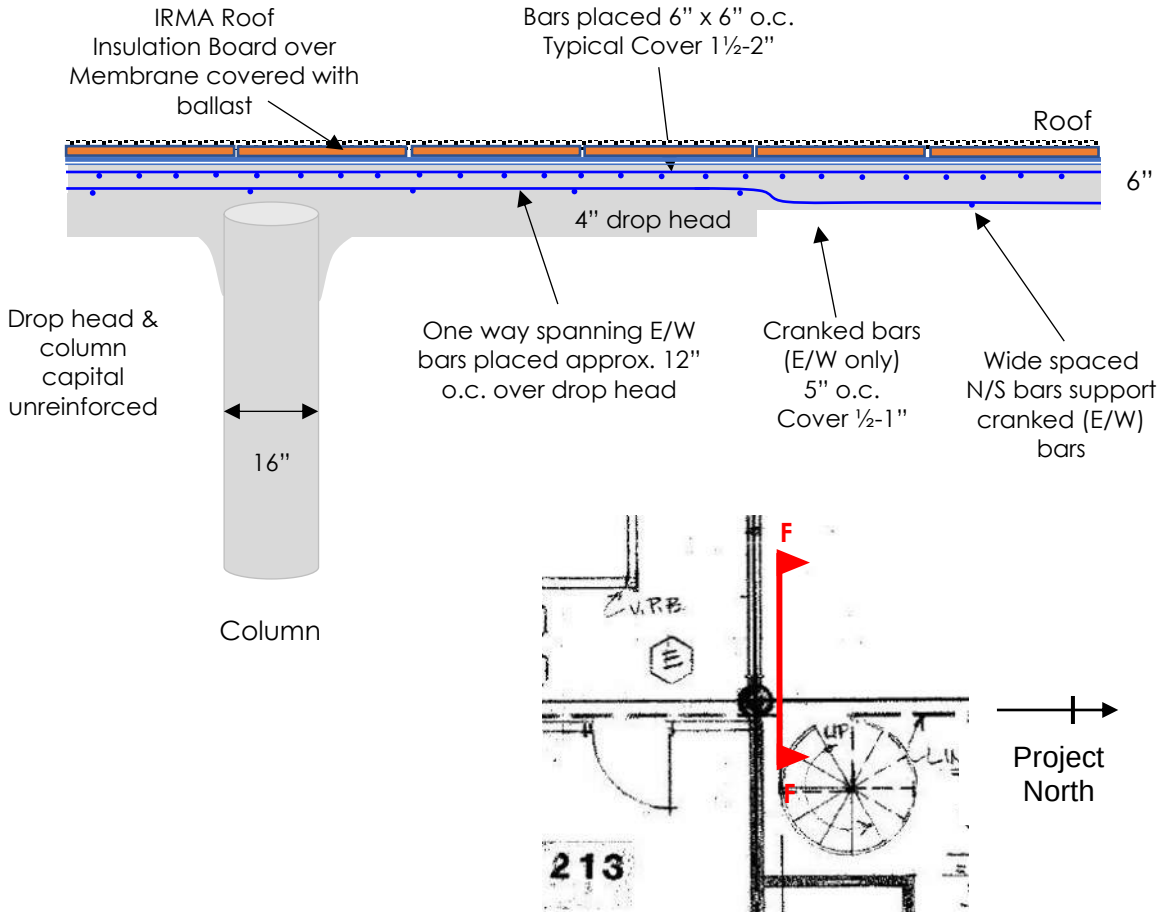


Fig 14: Schematic Section F-F showing Roof Slab arrangement (using GPR data from Areas 7 & 8)

3.8 Exterior Wall / Spandrel Beam (Scanned at Area 6, Stair 1)

1200 AE requested that the exterior spandrel beam be scanned to determine whether the spandrel reinforcement is part of the structural beam. This investigation work was conducted at Area 6.

GPR data confirmed that the east exterior grade wall at Area 6 is approx. 6½" at the base, transitioning into a 16½" shaped beam beneath the window. The center span of the wall contains one layer of reinforcement; however additional reinforcement does exist, which is centrally positioned in the wall and extends horizontally through the adjacent columns.

The typical arrangement of the exterior grade walls and columns is shown below in Fig 15 as schematic elevational and cross sections.

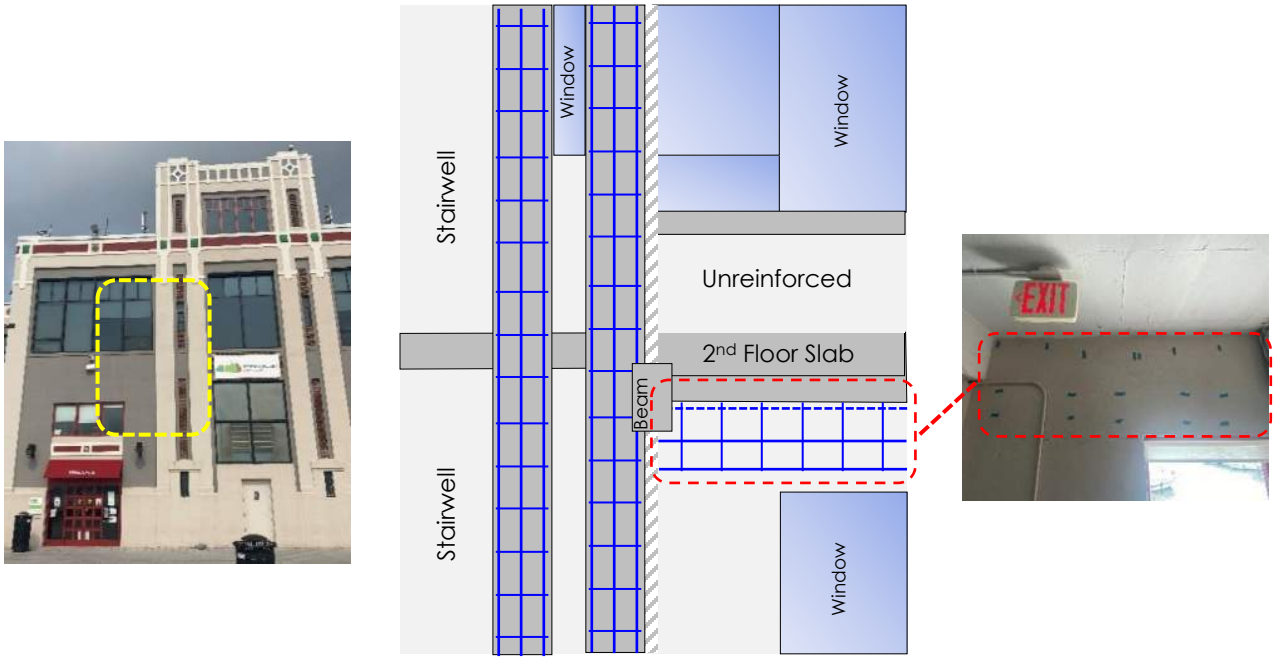


Fig 15 – Spandrel / Wall Configuration (2nd Floor, Area 6)
Left: Exterior Image highlighting approximate extent of elevational section shown
Middle: Schematic Elevational Section (Interior Wall) showing spandrel and column reinforcement (Beam and floor reinforcement arrangement not scanned)
Right: Interior Image of 2nd floor level spandrel beam (beneath 2nd floor level slab)

4.0 APPENDIX – DRAWINGS HIGHLIGHTING SURVEY AREAS

FIGURE 1 – AREAS INVESTIGATED – RESULTS FOR EACH AREA INTEGRATED INTO SEPARATE REPORT

FIGURE 1A – GROUND FLOOR PLAN – CBZ AREAS 1, 2, 5, 10 AND 11:

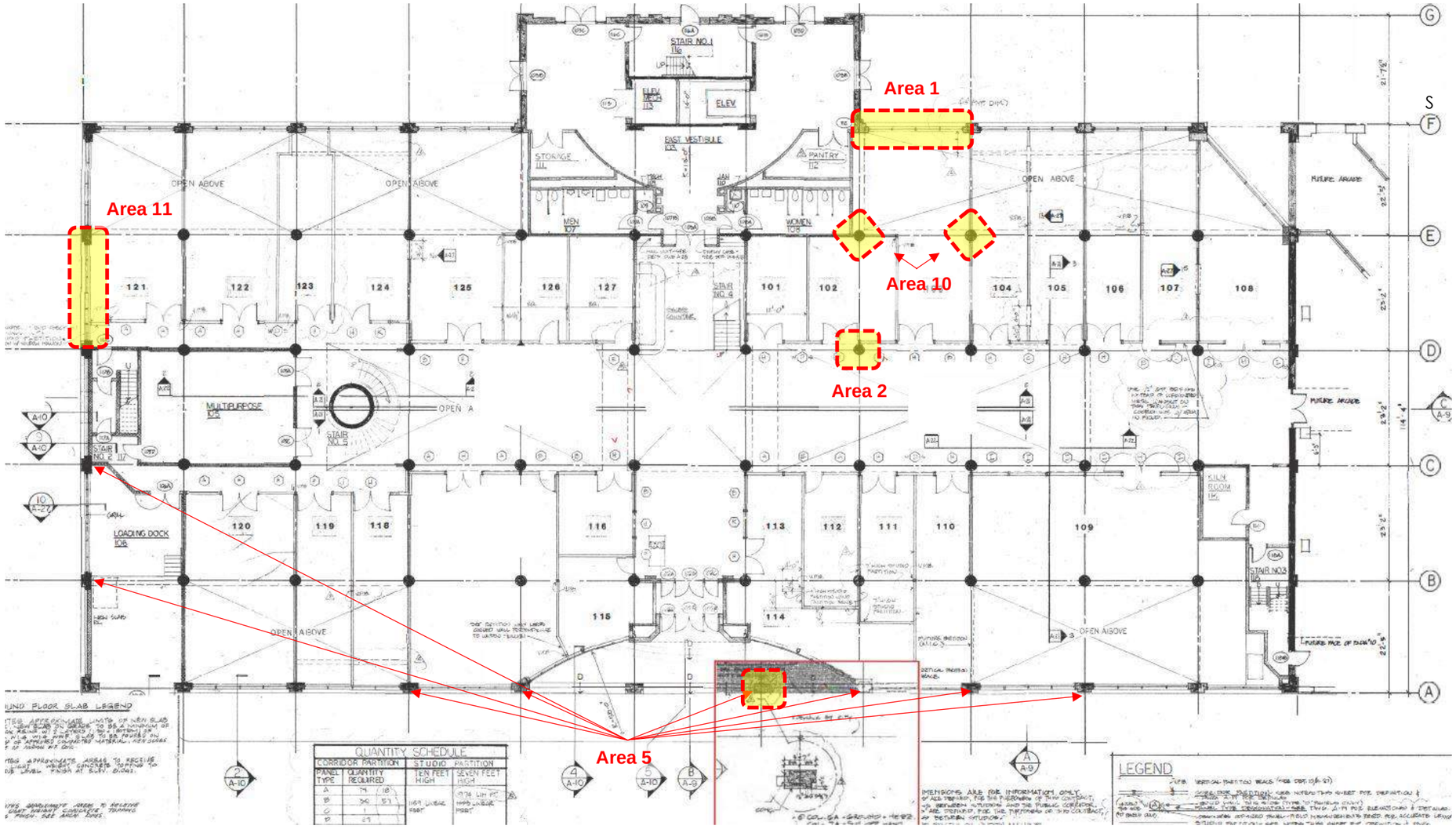


FIGURE 1B – MEZZANINE FLOOR PLAN – CBZ AREA 3 (SECOND FLOOR COLUMN HEAD AND ROOF SLAB SOFFIT)

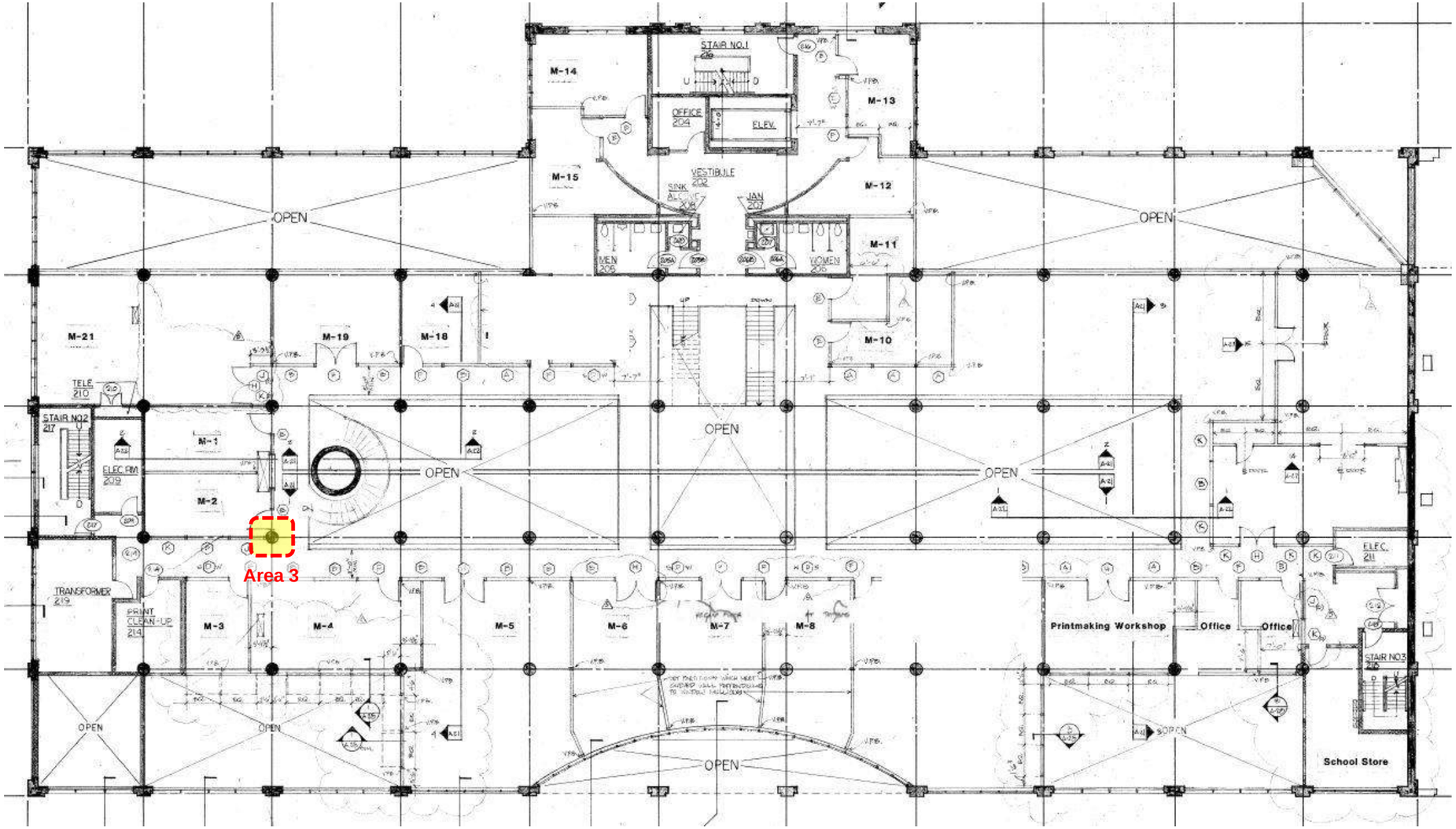


FIGURE 1C – SECOND FLOOR PLAN – CBZ AREAS 4, 6, 8 & 9:

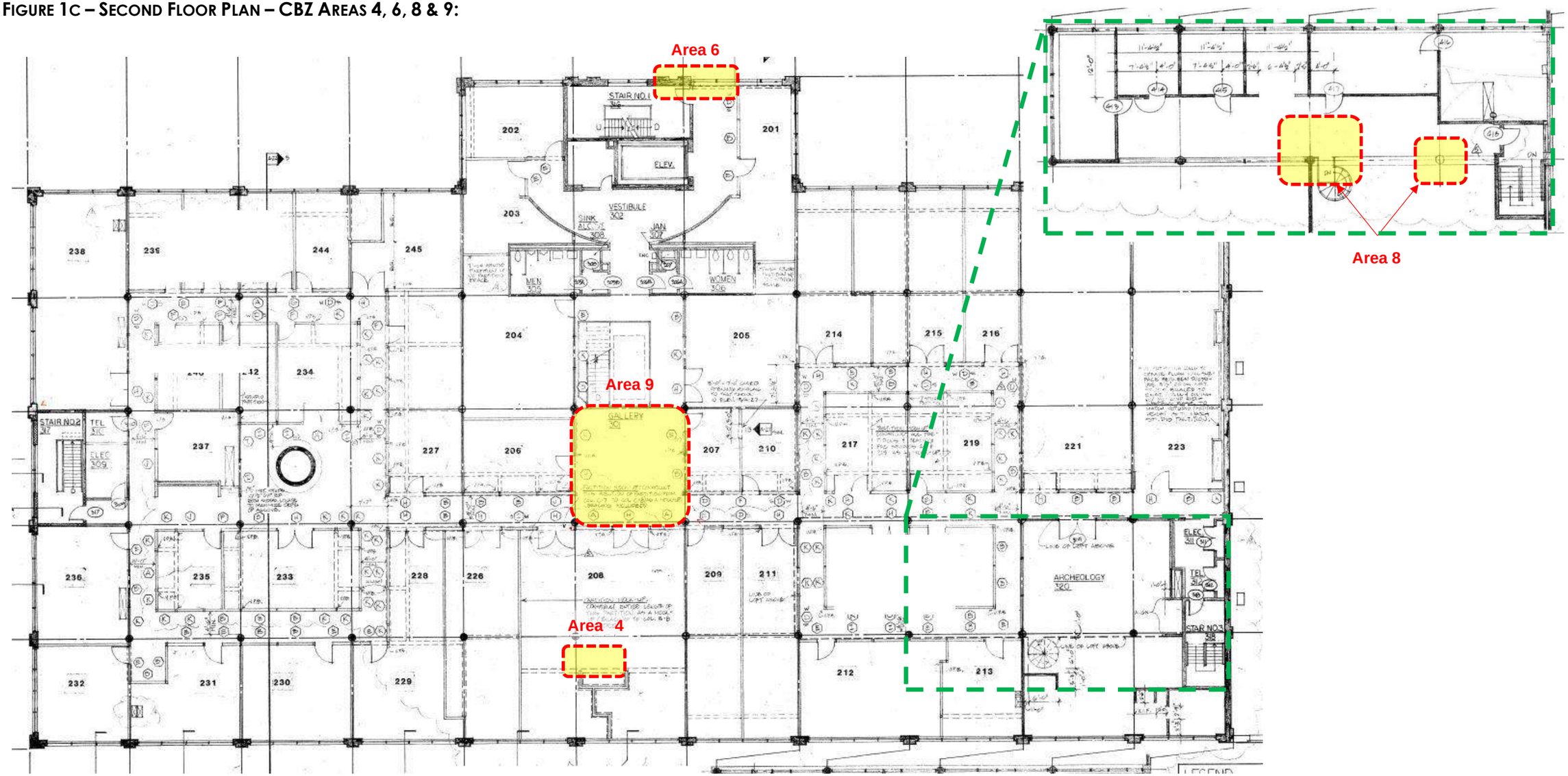
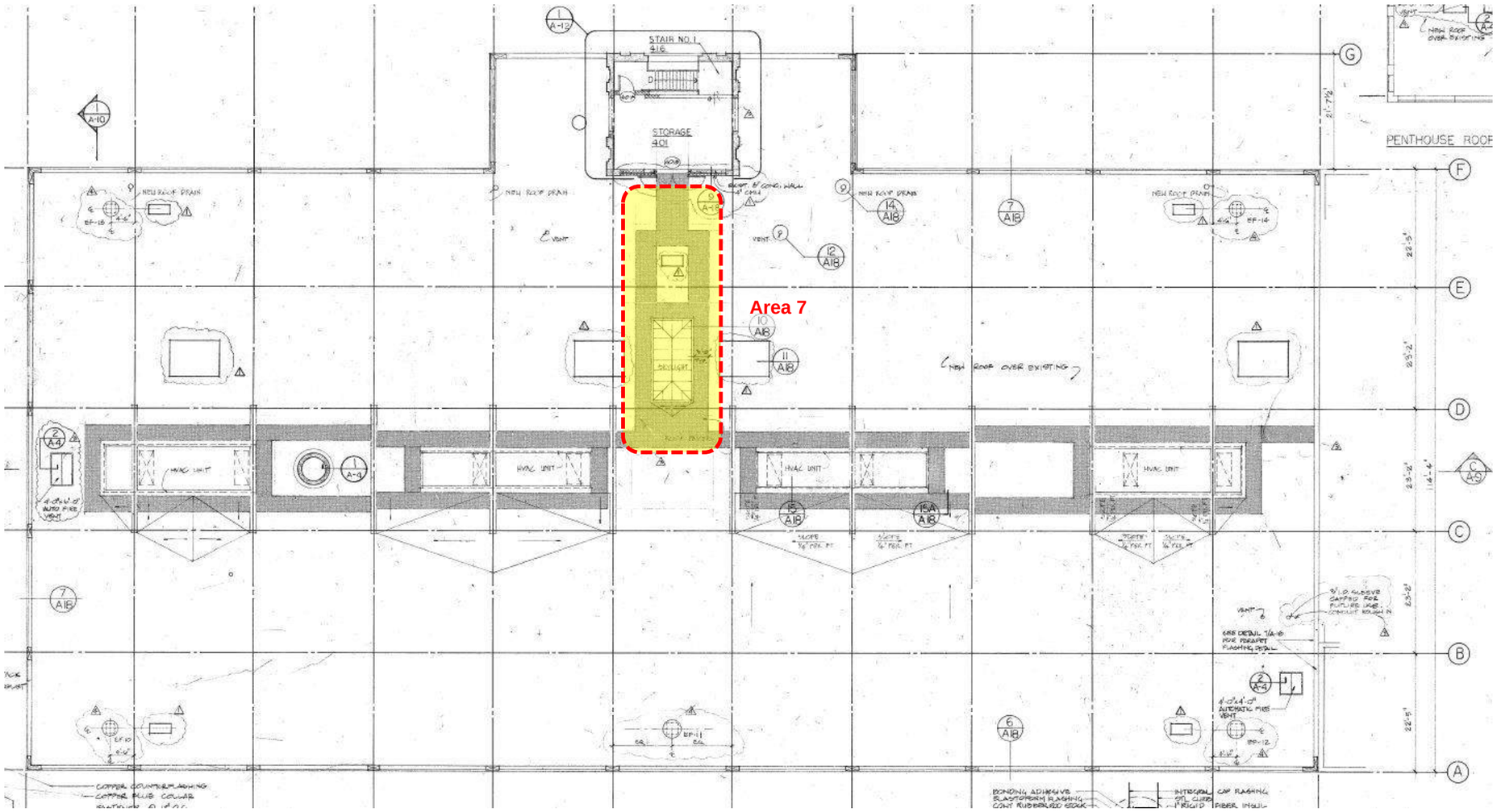
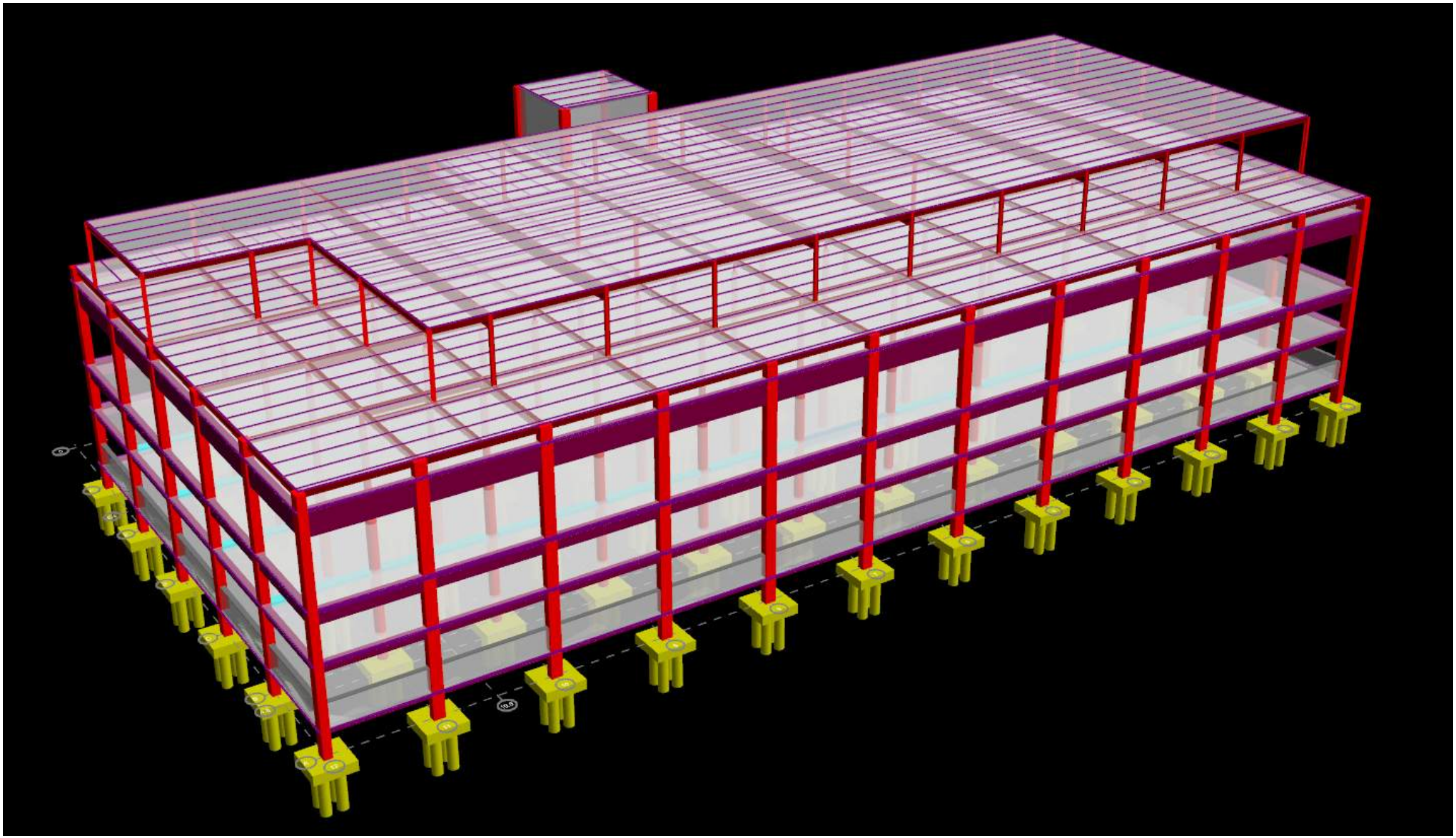
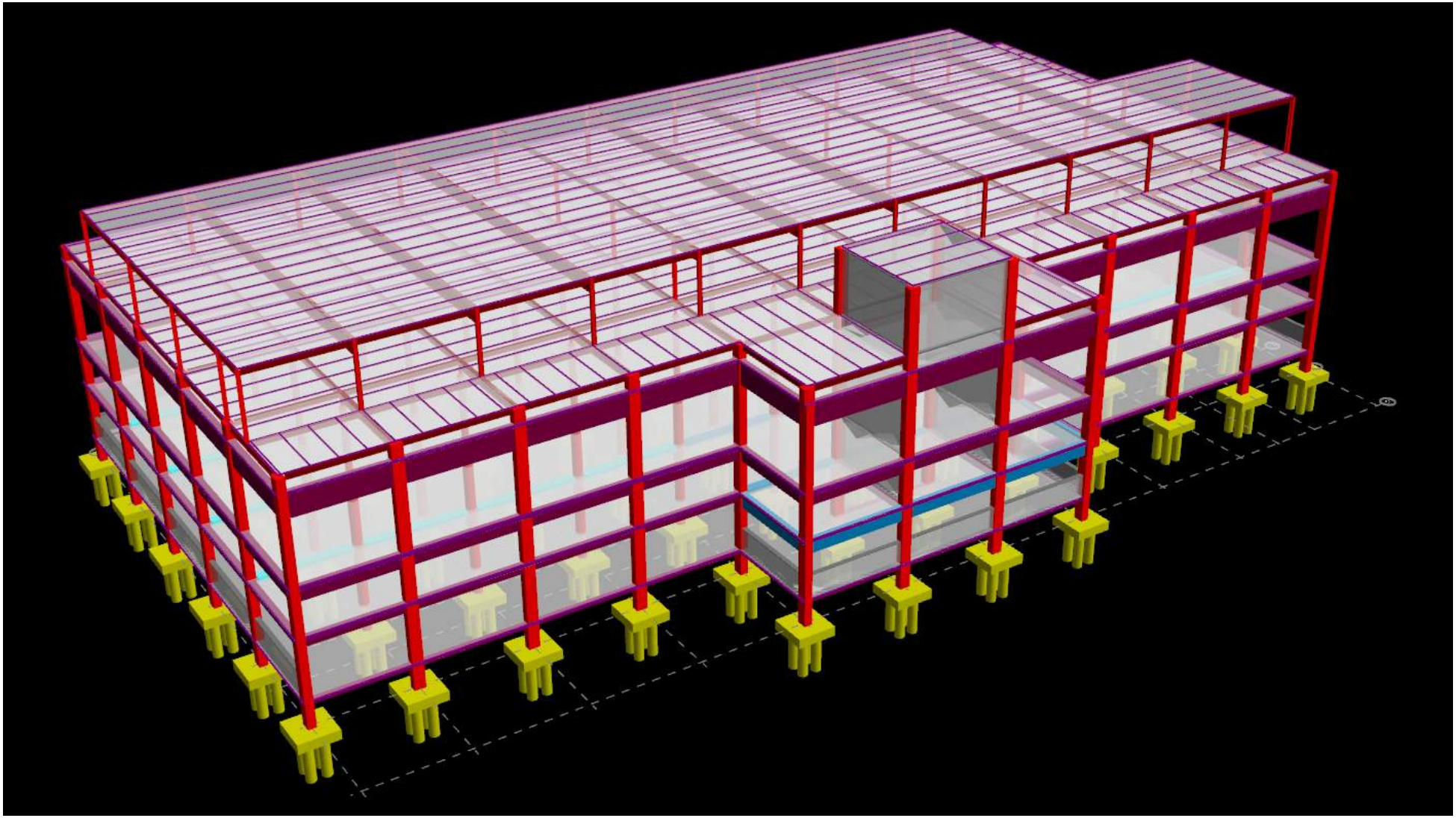


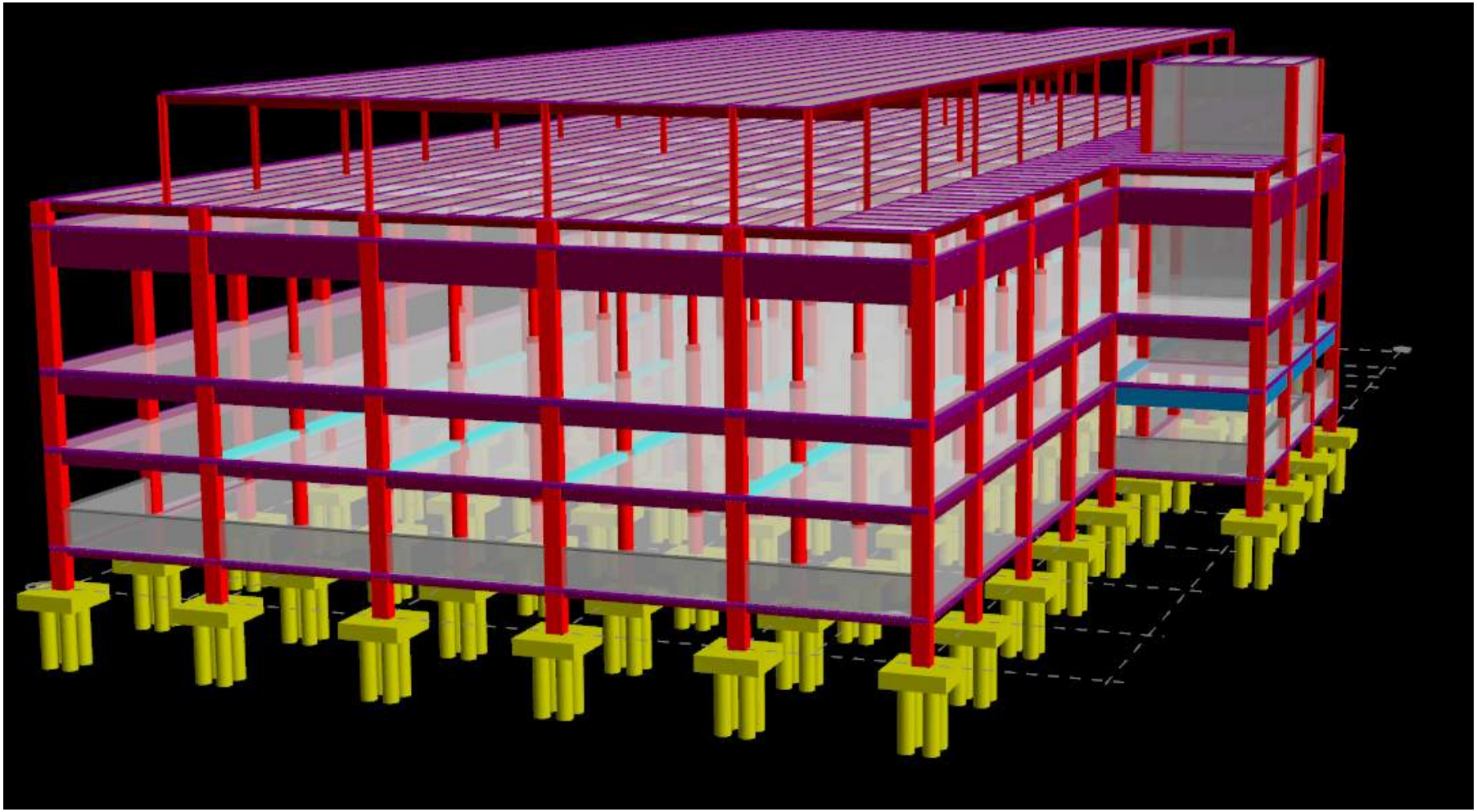
FIGURE 1D – ROOF PLAN – CBZ AREA 7:



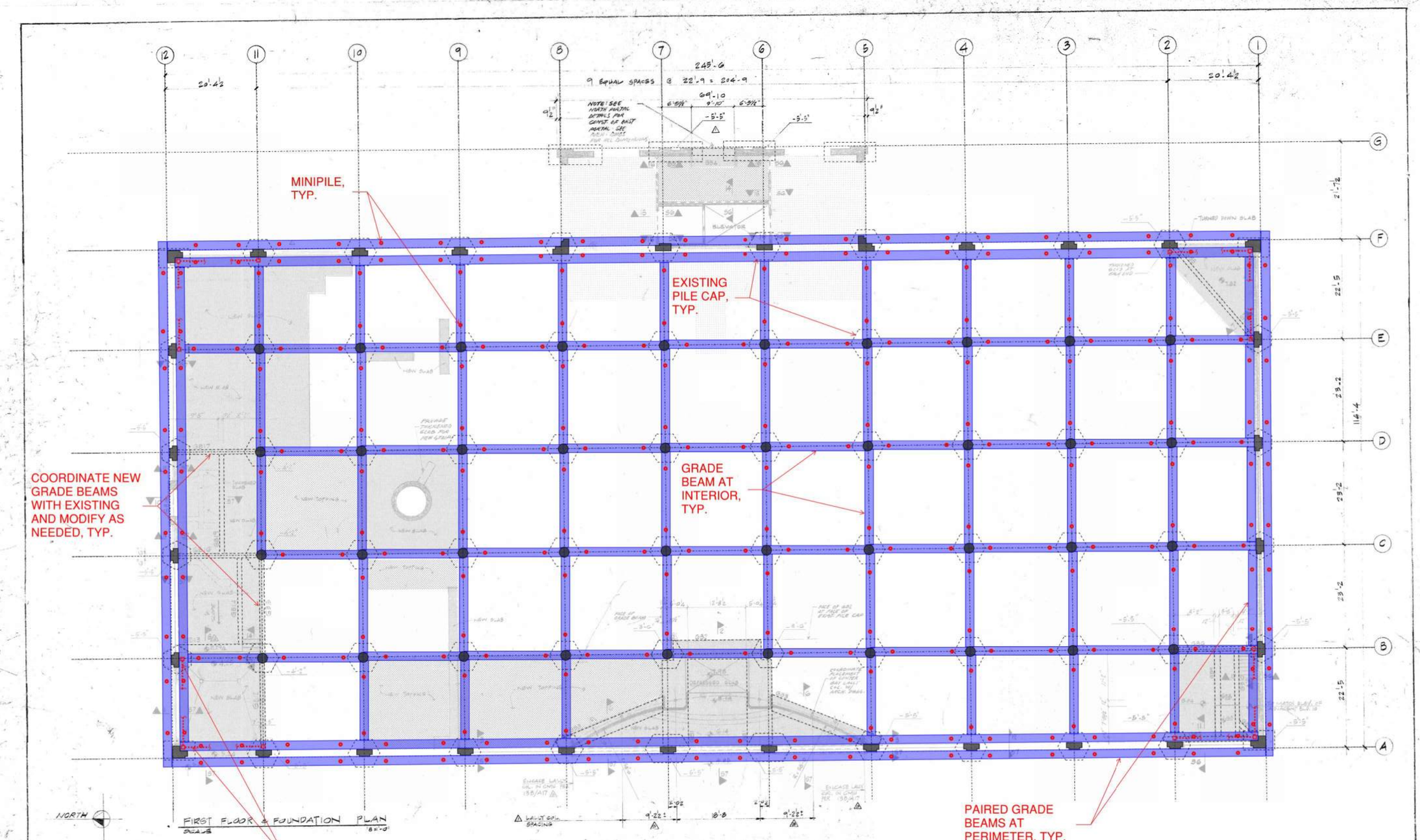
Appendix D: Structural Analysis Model for Existing Building with Rooftop Addition







Appendix E: Scope of Structural Reinforcement for Existing Building

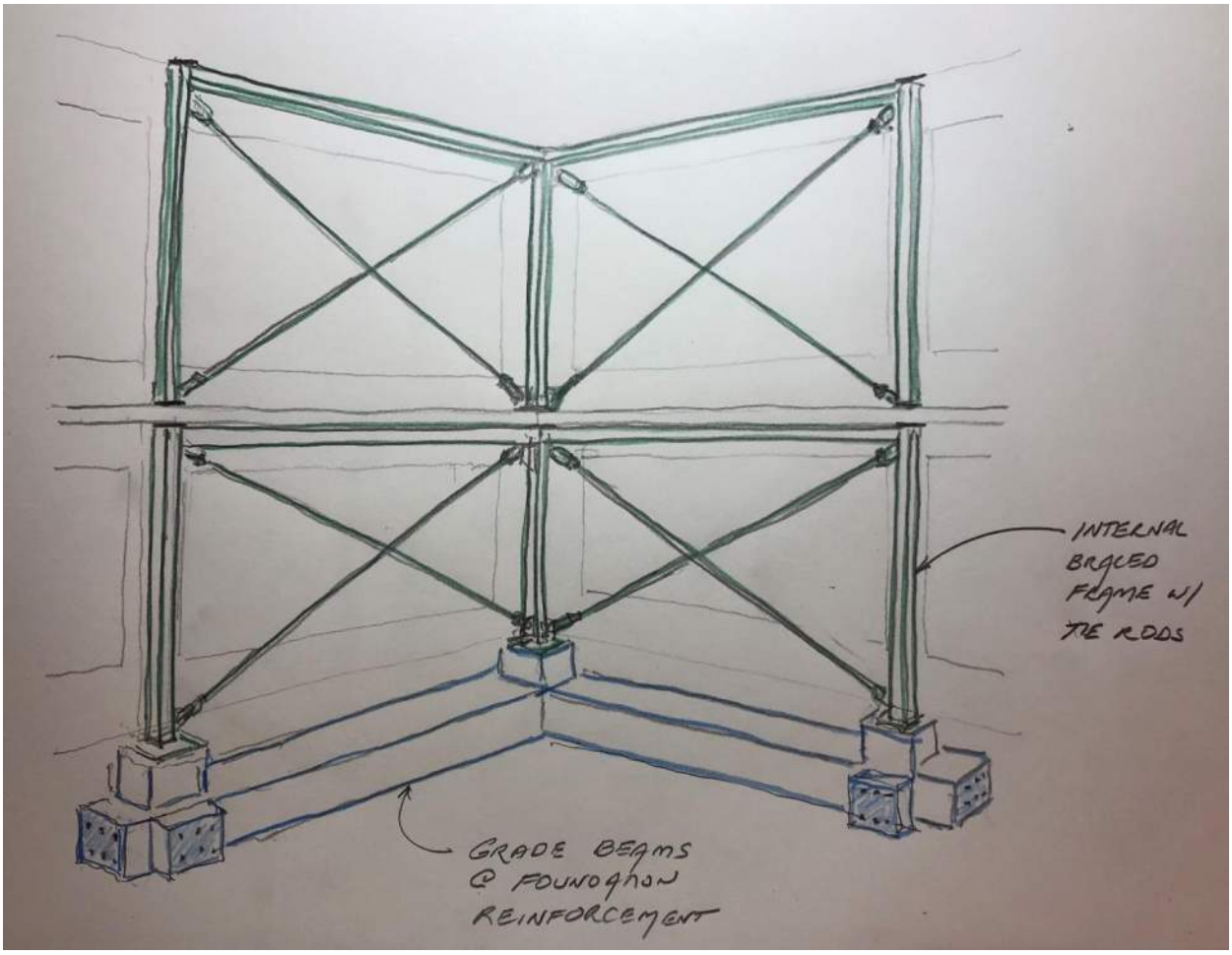


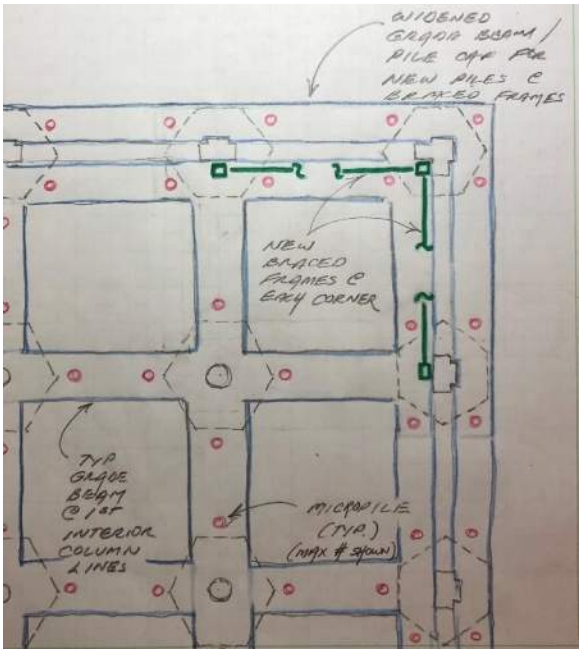
FOUNDATION REINFORCEMENT PLAN

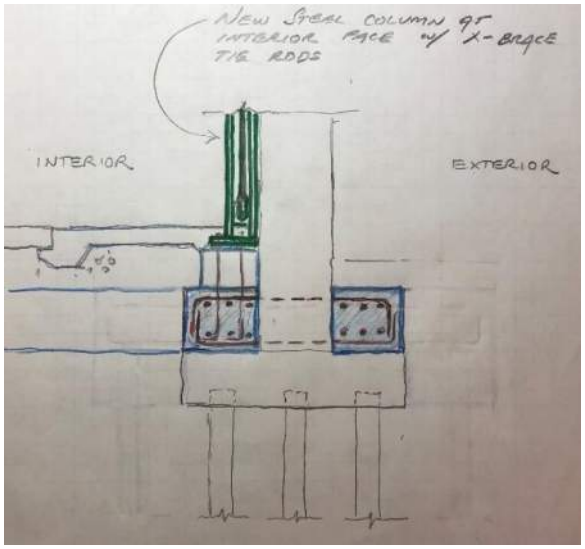
Metcalf and Associates Architects 3222 N Street NW Washington DC 20007 202 338 0666 Keyes Condon Florance Architects 1325 Nineteenth Street NW Washington DC 20036 202 293 6800	Girard Engineering LTD Mechanical/Electrical Engineers 1481 Chain Bridge Road McLean Virginia 22101 703 442 8787 FDE LTD Structural Engineers Suite 715 4660 Kenmore Avenue Alexandria Virginia 22304 703 370 5710	The Torpedo Factory Building No. 2 105 North Union Street Alexandria Virginia The City of Alexandria Virginia

Date	Description	Date	Description
9-17-82	PROGRESS PRINT		
9-25-82	P-S-82 SET		
6-25-82	BID SET		
7-6-82	ADDENDUM NO. 1		
10-20-82	REVISION NO. 2		

Sheet Title	Sheet Number
GROUND FLOOR & FOUNDATION PLAN	S 1
Scale	Project Number 1013


INTERNAL BRACED FRAME W/ TIE RODS
GRADE BEAMS @ FOUNDATION REINFORCEMENT


WIDENED GRADE BEAM / PILE CAP FOR NEW PILES @ BRACED FRAMES
NEW BRACED FRAMES @ EACH CORNER
TYP GRADE BEAM @ 1 OF INTERIOR COLUMN LINES
MICROPILE (TYP.) (MAX # SHOWN)


NEW STEEL COLUMN AT INTERIOR FACE W/ X-BRACE TIE RODS
INTERIOR
EXTERIOR

Appendix F: Preliminary Cost Estimate for Structural Strengthening of Existing Building

Torpedo Factory Art Center
Structural Investigation & Feasibility Study

Alexandria, VA

Feasibility Study Estimate

1200 Architectural Engineers, PLLC
210 North Lee Street, Suite 220
Alexandria, VA 22314

Axias, Inc.
225 Reinekers Lane, Suite 200
Alexandria, VA 22314

September 24, 2021

www.axiasinc.com

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Basis of Estimate

Information provided for preparation of the estimate

Document Title/Reference	Document Dated / Received
❖ Torpedo Factory Art Center Feasibility Study Report by 1200 Architectural Engineers PLLC	17-Sep-21

Source of Cost Data:

The unit pricing reflected in this estimate is based upon a combination of sources that include but not limited to the following: (1) Local historical costs for similar projects of size and location (2) Vendor quotes (3) Industry recognized cost pricing database such as RS Means (4) Estimator Judgment - many of the prices used are the result of first principles estimating; a determination of the actual time required to perform the activity using local labor rates, plus material costs that reflect the typically small quantities required, plus equipment rental costs as applicable. Where pricing books such as RS Means have been used they have only been used as a general guide.

Subcontractor mark-ups have been included in each line item unit price. These markups cover the cost of home office overhead and profit and varies depending on the size of the project.

Mark-Ups

❖ Design Contingency	20.00%
❖ General Conditions & General Requirements	10.00%
❖ Bonds, Insurances and Taxes	2.95%
❖ Contractor's Overhead & Profit	10.00%
❖ Escalation to Mid-Point (July 2022)	4.50%

Estimate Assumptions:

- ❖ The project is procured as Design Bid Build and will be bid to at least three General Contractors, with each trade also competitively bid.
- ❖ The gross square foot area is taken from the 1982 Renovation Project Floor Plans
- ❖ Estimate assumes no extended working hours or off-hours work is required.
- ❖ Construction start date is anticipated to be April 1st, 2022 with an approximate duration of 6 months.
- ❖ Escalation is included to mid-point of construction at 6% per year; 9 months from date of estimate; 4.5%
- ❖ It is assumed extensive dewatering will be required during construction.
- ❖ It is assumed a total of 8 columns will require a fabric-reinforced cementitious matrix wrap.
- ❖ This estimate assumes a monitoring system for building movement will be required during demolition and construction.
- ❖ The selective demolition and soil excavated for foundation modifications does not contain any hazardous material.
- ❖ Modifications to the structure to accommodate FEMA flood map updates are not included in this estimate.
- ❖ The scope of this estimate is limited to the foundation modifications described in the feasibility report. Construction of a rooftop atrium, while part of the overall project, is not included in this estimate.

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Basis of Estimate

Estimate Exclusions:

The following additional project costs are not included in this cost estimate:

- Demolition and replacement of exterior doors and windows, interior partitions, architectural finishes, and MEP services.
- Rooftop structural modifications
- Structural modifications to accommodate FEMA flood map updates
- Loose furniture
- Artwork
- Unforeseen conditions
- Non competitive bid conditions
- Sole source specifications of materials or products
- Construction contingency (owner's contingency for changes during construction)
- Design and consultant fees
- Impact fees, utility-imposed connection fees and permit costs

Statement qualifying use of this estimate

Axias has prepared this estimate using drawings, specifications and other documents prepared by the design team, in addition to having conversations about design intent. We have applied industry-standard approaches and techniques in preparing the estimate, and applied our professional judgment in determining an overall opinion of the reasonable cost of the project. However, we have no control over the procurement strategy of the owner, or the broader impact of the marketplace, therefore cannot and do not guarantee that the lowest bid will not differ from this estimate.

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

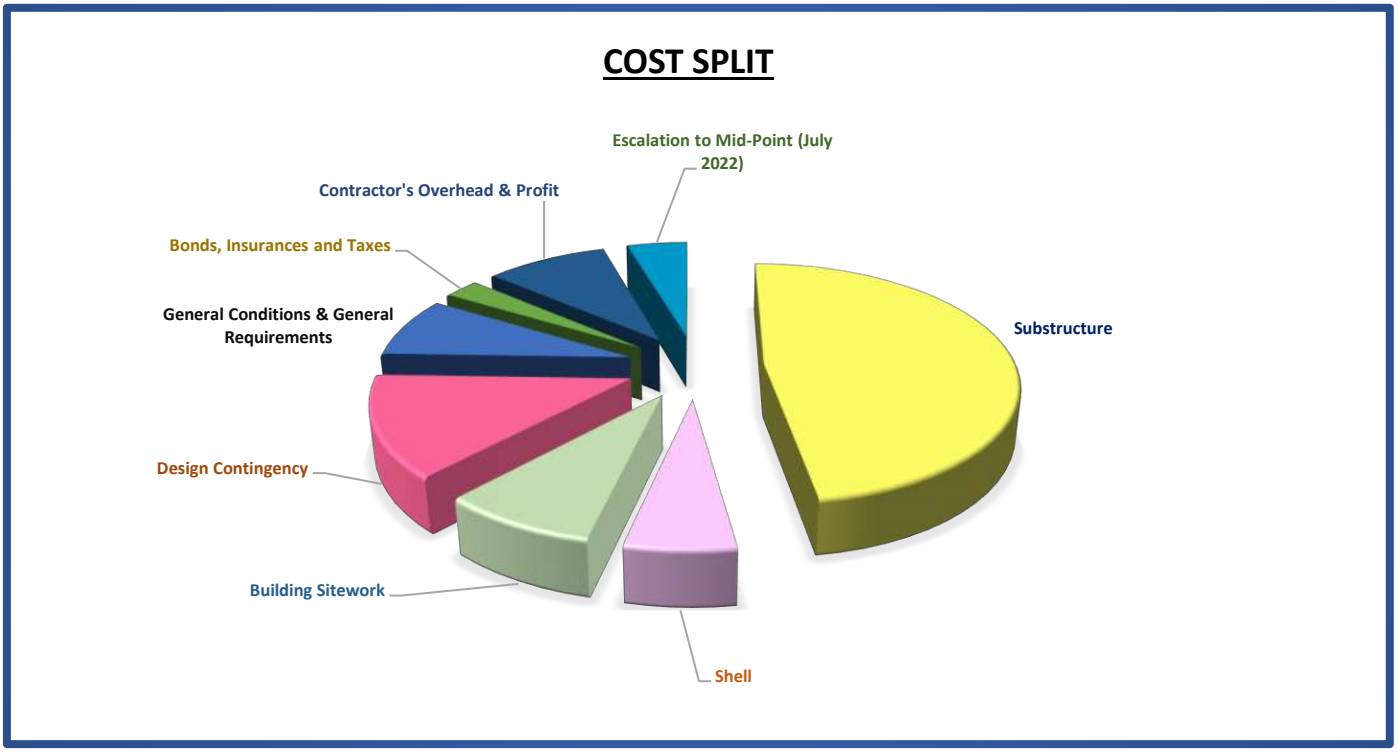
Executive Summary

Project Information

Client:	1200 Architectural Engineers, PLLC	Procurement:	Competitively Bid
		Start date:	1-Apr-22
Project Name:	Torpedo Factory Art Center	Duration:	6 Months
Project Address:	105 N Union Street Alexandria, VA 22314		
		Total Gross Area:	106,524 GSF
Architect:	1200 Architectural Engineers, PLLC		
Design Stage:	Feasibility Study Estimate		
Estimated by:	Martin Miller		
Phone:	571-214-9967		
Email:	mmiller@axiasinc.com		
Estimate date:	September 24, 2021		

Estimated Construction Costs at Award

Total	**$9,207,334.26**	**$86.43**	**/sf**



Torpedo Factory Art Center

Structural Investigation & Feasibility Study

Feasibility Study Estimate

Cost Summary

			$/SF	TOTAL	%
		Gross Area:	*106,524 GSF*		
A10	Foundations		$38.97	$4,151,582	45%
A20	Basement Construction		$0.00	$0	0%
A	**Substructure**		**$38.97**	**$4,151,582**	**45%**
B10	Superstructure		$4.47	$476,404	5%
B20	Exterior Enclosure		$0.38	$40,000	0%
B30	Roofing		$0.00	$0	0%
B	**Shell**		**$4.85**	**$516,404**	**6%**
C10	Interior Construction		$0.00	$0	0%
C20	Stairways		$0.00	$0	0%
C30	Interior Finishes		$0.00	$0	0%
C	**Interiors**		**$0.00**	**$0**	**0%**
D10	Conveying Systems		$0.00	$0	0%
D20	Plumbing Systems		$0.00	$0	0%
D30	Heating, Ventilation & Air Conditioning		$0.00	$0	0%
D40	Fire Protection		$0.00	$0	0%
D50	Electrical Lighting, Power & Communications		$0.00	$0	0%
D	**Services**		**$0.00**	**$0**	**0%**
E10	Equipment		$0.00	$0	0%
E20	Furnishings		$0.00	$0	0%
E	**Equipment & Furnishings**		**$0.00**	**$0**	**0%**
F10	Special Construction / Temporary Facilities		$0.00	$0	0%
F20	Selective Demolition		$4.66	$496,427	5%
F	**Special Construction & Demolition**		**$4.66**	**$496,427**	**5%**
G10	Site Preparation		$3.85	$410,224	4%
G20	Site Improvements		$3.00	$319,560	3%
G30	Site Mechanical Utilities		$0.00	$0	0%
G40	Site Electrical Utilities		$0.00	$0	0%
G	**Building Sitework**		**$6.85**	**$729,784**	**8%**
DIRECT COST SUB-TOTAL EXCL. DESIGN CONTINGENCY			**$55.33**	**$5,894,197**	**64%**
	Design Contingency	20.00%	$11.07	$1,178,839	13%
BUILDING & SITEWORK DIRECT COST BEFORE GC MARK-UPS			**$66.40**	**$7,073,036**	**77%**
	General Conditions & General Requirements	10.00%	$6.64	$707,304	8%
	Bonds, Insurances and Taxes	2.95%	$2.15	$229,520	2%
	Contractor's Overhead & Profit	10.00%	$7.52	$800,986	9%
TOTAL CONSTRUCTION COST BEFORE ESCALATION			**$82.71**	**$8,810,846**	**96%**
	Escalation to Mid-Point (July 2022)	4.50%	$3.72	$396,488	4%
ESTIMATED CONSTRUCTION COST AT AWARD			**$86.43**	**$9,207,334**	**100%**

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Estimate Detail

Item Description	Quantity	Unit	Rate	Total
A Substructure				
A10 Foundations				
A1010 Standard Foundations				
Excavate within building footprint	4,144	CY	$80.00	$331,556
Haul away spoils	4,144	CY	$35.00	$145,056
Allow for dewatering	1	LS	$300,000.00	$300,000
Reinforced concrete grade beams, 2'x2'	482	CY	$2,000.00	$964,444
Core-through existing columns for new grade beam tie-ins	108	EA	$1,028.00	$111,024
Furnish and install U-bars into existing pile caps, 12 Ea per pile cap	480	EA	$120.00	$57,600
Tie in new grade beams to existing grade beams	13	EA	$3,500.00	$45,500
Backfill with imported structural fill and compact	2,626	CY	$70.00	$183,828
Allow for monitoring system for building movement during construction	1	LS	$75,000.00	$75,000
A1020 Special Foundations				
Micropile equipment mobilization	1	LS	$100,000.00	$100,000
Micropile foundations, 65' deep	17,550	LF	$70.00	$1,228,500
A1030 Slab On Grade				
5" thick slab on grade with double layer welded mesh reinforcing, including vapor retarder, compacted stone, etc. complete	27,975	SF	$20.00	$559,500
Add for slab turn-down at perimeter	720	LF	$30.00	$21,600
Misc items control joints, round joints	27,975	SF	$1.00	$27,975
Total A10 - Foundations				**$4,151,582**
A20 Basement Construction				
Not included				
Total A20 - Basement Construction				**$0**
B Superstructure				
B10 Superstructure				
B1010 Floor Construction				
Braced frames; HSS 16x8x1/2 columns & beams, with steel cross-members	54	TON	$7,500.00	$405,554
Miscellaneous steel framing, connections, base plates, etc.	5	TON	$7,500.00	$40,555
Furnish and install fabric-reinforced cementitious matrix (FRCM) wrap to select existing columns (8 Ea)	337	SF	$90.00	$30,295
B1020 Roof Construction				
Not included				
Total B10 - Superstructure				**$476,404**

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Estimate Detail

Item Description	Quantity	Unit	Rate	Total
B20 Exterior Enclosure				
B2010 Exterior Walls				
Allow for minor alterations and repairs to existing building façade	1	LS	$40,000.00	$40,000
B2020 Exterior Windows				
Not included				
B2030 Exterior Doors				
Not included				
Total B20 - Exterior Enclosure				**$40,000**
B30 Roofing				
Not included				
Total B30 - Roofing				**$0**
C Interiors				
C10 Interior Construction				
Not included				
Total C10 - Interior Construction				**$0**
C20 Stairways				
Not included				
Total C20 - Stairways				**$0**
C30 Interior Finishes				
Not included				
Total C30 - Interior Finishes				**$0**

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Estimate Detail

Item Description	Quantity	Unit	Rate	Total

D Services

D10 Conveying Systems

Not included

Total D10 - Conveying Systems **$0**

D20 Plumbing Systems

Not included

Total D20 - Plumbing Systems **$0**

D30 Heating, Ventilation & Air Conditioning

Not included

Total D30 - Heating, Ventilation & Air Conditioning **$0**

D40 Fire Protection

Not included

Total D40 - Fire Protection **$0**

D50 Electrical Lighting, Power & Communications

Not included

Total D50 - Electrical Lighting, Power & Communications **$0**

E Equipment & Furnishings

E10 Equipment

Not included

Total E10 - Equipment **$0**

E20 Furnishings

Not included

Total E20 - Furnishings **$0**

F Special Construction & Demolition

F10 Special Construction

Not included

Total F10 - Special Construction **$0**

Torpedo Factory Art Center
Structural Investigation & Feasibility Study
Feasibility Study Estimate

Estimate Detail

Item Description	Quantity	Unit	Rate	Total
F20 Selective Demolition				
F2010 Building Elements Demolition				
Demolish existing slab on grade, thickness varies, avg. 7"	27,975	SF	$10.00	$279,750
Demolish water table concrete wall at east elevation	1,038	SF	$12.00	$12,456
Hauling and disposal	1	LS	29,221	$29,221
Allow for monitoring system for building movement during demolition	1	LS	$75,000.00	$75,000
Allow for temporary shoring	1	LS	$100,000.00	$100,000
F2020 Hazardous Components Abatement				
Assumed Not Applicable				
Total F20 - Selective Demolition				**$496,427**
G Building Sitework				
G10 Site Preparation				
G1020 Site Demolition and Relocations				
Remove brick paving at building perimeter, assumed 12' wide	5,326	SF	$10.00	$53,260
Allow for demolition of miscellaneous site improvements	1	LS	$25,000.00	$25,000
G1030 Site Earthwork				
Excavate soil at building perimeter, assumed 4' deep	789	CY	$85.00	$67,068
Haul away spoils	789	CY	$35.00	$27,616
Sheeting and shoring for excavation	2,496	SF	$55.00	$137,280
Allow for dewatering	1	LS	$100,000.00	$100,000
G1040 Hazardous Waste Remediation				
Assumed Not Applicable				
Total G10 - Site Preparation				**$410,224**
G20 Site Improvements				
Reinstate brick paving at building perimeter	5,326	SF	$60.00	$319,560
Total G20 - Site Improvements				**$319,560**
G30 Site Mechanical Utilities				
Not included				
Total G30 - Site Mechanical Utilities				**$0**
G40 Site Electrical Utilities				
Not included				
Total G40 - Site Electrical Utilities				**$0**

TORPEDO FACTORY ART CENTER CFMP

DOCUMENT SUBSECTION: Recreation Facility Maintenance
MANAGING DEPARTMENT: General Services
PROJECT LOCATION: Old Town
REPORTING AREA: Old Town
PROJECT CATEGORY: 1
ESTIMATE USEFUL LIFE: Varies

Torpedo Factory Art Center CFMP

	A (B + M)	B	C	D	E	F	G	H	I	J	K	L	M (C:L)
	Total Budget & Financing	Prior Appropriations	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	Total FY 2026 - FY 2035
Expenditure Budget	**20,205,853**	**5,893,653**	**-**	**1,226,100**	**3,778,000**	**845,000**	**3,997,100**	**943,900**	**679,800**	**911,300**	**966,000**	**965,000**	**14,312,200**
Financing Plan													
Cash Capital	5,650,930	5,650,930	-	-	-	-	-	-	-	-	-	-	-
GO Bonds	14,554,923	242,723	-	1,226,100	3,778,000	845,000	3,997,100	943,900	679,800	911,300	966,000	965,000	14,312,200
Financing Plan Total	**20,205,853**	**5,893,653**	**-**	**1,226,100**	**3,778,000**	**845,000**	**3,997,100**	**943,900**	**679,800**	**911,300**	**966,000**	**965,000**	**14,312,200**
Operating Impact	-	-	-	-	-	-	-	-	-	-	-	-	-

CHANGES FROM PRIOR YEAR CIP

Funding planned for FY 2026 reduced by $473,300 and outyear funding reduced by a total of $964,978, as part of CIP reductions/reprioritizations to support other critical capital needs. Sufficient funding, along with prior year balances, remains in this project to support immediate term needs. Funding added for FY 2035.

PROJECT DESCRIPTION & JUSTIFICATION

The Torpedo Factory Arts Center Capital Facilities Maintenance Program (CFMP) provides a work plan that projects the anticipated timetable and estimated costs of infrastructure and equipment repairs and/or replacements, based on industry standards for life expectancy of equipment and materials necessary to adequately maintain the facility's physical plant. In some cases, the facility's equipment may be retained beyond the standard life expectancy if it is in satisfactory operating condition, and it is cost-effective to do so.

A prioritized list of projects planned for FY 2026 – 2028 is included on the next page. Due to the possibility of unexpected or emergency repairs, or if efficiencies can be achieved by staging projects together, the list is subject to change. As appropriate, projects will adhere to the City's Green Building Policy, adopted in June 2019 and amended in February 2022, and any future green policies, initiatives, and code requirements that are forthcoming.

EXTERNAL OR INTERNAL ADOPTED PLAN OR RECOMMENDATION

VFA Facilities Assessment; Recreation, Parks and Cultural Activities Strategic Plan (2023-2025).

ADDITIONAL OPERATING IMPACTS

No additional operating impacts are identified at this time.

TORPEDO FACTORY ART CENTER REVITALIZATION

DOCUMENT SUBSECTION: Renovated or New Recreation Facilities
MANAGING DEPARTMENT: Department of Recreation, Parks, and Cultural Activities
PROJECT LOCATION: 105 N. Union Street
REPORTING AREA: Old Town
PROJECT CATEGORY: 1
ESTIMATE USEFUL LIFE: Varies

Torpedo Factory Art Center Revitalization

	A (B + M)	B	C	D	E	F	G	H	I	J	K	L	M (C:L)
	Total Budget & Financing	Prior Appropriations	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	Total FY 2026 - FY 2035
Expenditure Budget	**4,274,748**	**4,274,748**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Financing Plan													
Cash Capital	4,274,748	4,274,748	-	-	-	-	-	-	-	-	-	-	-
Financing Plan Total	**4,274,748**	**4,274,748**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Operating Impact	-	-	-	-	-	-	-	-	-	-	-	-	-

CHANGES FROM PRIOR YEAR CIP

No changes from prior CIP.

PROJECT DESCRIPTION & JUSTIFICATION

The Torpedo Factory Art Center building, which turned 105 years old in 2024, requires substantial capital funding to address current and future facility deficiencies, as well as to address to-be-determined future program needs. While the City works to determine future governance of the Art Center, the City continues to create a more dynamic public experience, especially on the first floor, and continues to implement the Action Plan as directed by Council in 2021.

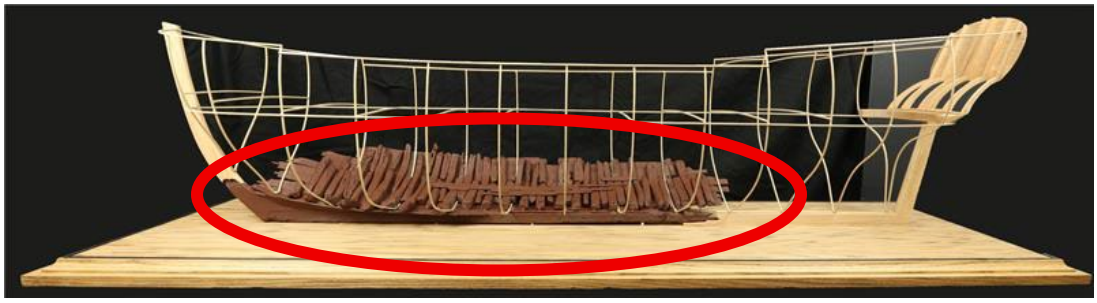
EXTERNAL OR INTERNAL ADOPTED PLAN OR RECOMMENDATION

Facility Conditions Assessment of the Torpedo Factory Art Center (2015); A Study of the Studies: Themes and Recommendations for a Vibrant and Sustainable Torpedo Factory Art Center (2019); Action Plan for Vibrancy and Sustainability at Torpedo Factory Art Center (2021)

ADDITIONAL OPERATING IMPACTS

No additional operating impacts are anticipated at this time.

Attachment M. Additional Historical Archaeology Artifacts



1:12 scale model of the archaeologically excavated ship hull remnant (circled in red) within conjectural model of complete hull

Background

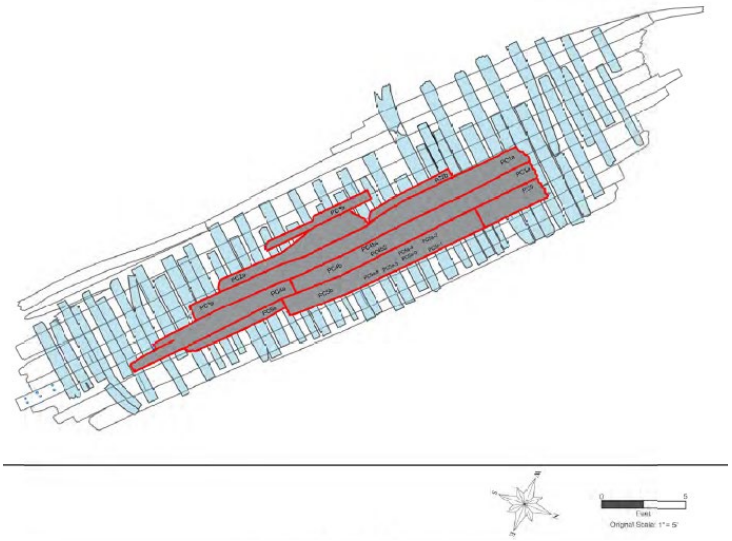
Prior to construction of the Hotel Indigo at 220 S. Union Street, archaeologists uncovered the remains of an 18th-century ship hull remnant. Over 200 years ago, Alexandrians repurposed this old merchant ship to create new land along the Potomac River. Excavations took place in late 2015 and early 2016, bringing international news coverage. The wooden ship remnants (circled in red in the photo of the scale model) are currently undergoing conservation at the Texas A&M University's Conservation Research Laboratory. Conservation is expected to be completed by early Fall 2028. Once complete, it will return to Alexandria for reassembly and exhibition.

Details

The Torpedo Factory Art Center has been identified as a potential exhibition location. If the prospective operator pursues the opportunity to incorporate additional historical artifacts, the City will work closely with the prospective operator to finalize a location within the building.

- Length and Width of Ship Hull – estimated 46.5 x 12.5 feet. This does not include protective barrier or additional interpretation.
- Height – dependent on the ship reassembly, cradle, and location
- Weight – timbers are estimated to weigh 11,000 pounds. This does not include the steel cradle and modern fasteners needed to secure reassembled timbers.
- Environment – exhibit requires temperature, humidity, and UV controls. This requires at temperature to be maintained between 68-72 degrees Fahrenheit and relative humidity of 45% ± 5%. The ship exhibit must be in safe and secure location.
- Exhibit spaces, protective barrier, and steel cradle are dependent on final location.
- The reassembled ship should be viewable from a minimum of three sides with interpretive exhibit panels within viewing distance from the ship.
- The reassembled ship should be available for public view during normal business hours.
- In total, the exhibit space likely needed is approximately 1,600 – 3,000 square feet.

- The City will be responsible for designing the reassembly and exhibitions in coordination with the prospective operator.



Archaeological drawing of the ship hull remnant from the Hotel Indigo site.

Ship hull remnant during excavation.

In addition, there are other historic artifacts that could be incorporated if the prospective operator is interested. Additional details can be found at https://www.alexandriava.gov/archaeology/archaeology-on-the-waterfront.

APPENDIX A.1 – RESPONSIBITIES MATRIX

Responsibility	OPERATOR	CITY	NOTES
Space Allocation			
Tenant Selection			
Leasing and Tenant Management			
Public Programming			
Facility Rentals			
Administrative Policies and Procedures			
Marketing			
Stakeholder Engagement			
Telephone Charges			
Public Safety in Building			
Utilities			
Property Taxes			
Sales Taxes			
Snow and Ice Removal			
Trash/Extermination			

APPENDIX A.2 – MAINTENANCE AND CAPITAL IMPROVEMENTS MATRIX

ITEMS	CLEAN, ADJUST, SERVICES & INSPECT	REPAIR	REPLACE
1. JANITORIAL SERVICES			
Public restrooms			
All supplies			
Towel dispensers			
Tissue and paper dispensers			
Soap dispensers			
Public areas			
Archaeology space			
2. SECURITY SYSTEM			
3. STRUCTURE			
Exterior finishes			
Exterior vents & flues			
Structural integrity			
Concrete floors			
Exterior Damage			
4. DOORS & WINDOWS			
Interior (non-mechanical)			
Interior (mechanical)			
Exterior (all)			
Studio/non-City tenant locks			
Exterior locks			
Blinds/shades			
5. CEILING			
Structural			
Studio/non-City tenant space			
6. MECHANICAL EQUIPMENT			
HVAC			
Fans/motors/pumps			
Exhaust system and ducts (studio/non-City tenant)			
7. ELEVATORS			
8. FLOOD GATES			
9. ELECTRICAL			
Building supply			
Electric panels			
Switches and breakers			
Indoor ballast			
Indoor lamps and tubes			
Outdoor ballast and lamps			
Wiring outlets			
10. FIRE ALARM			

Smoke Detection System			
Sprinkler System			
11. PAINTING			
Exterior			
Studio/tenant façade & corridor			
Partitions			
12. CARPET/VINYL STAIR TREADS			
13. GARAGE DOOR			
14. TELEPHONE EQUIPMENT			
15. SIGNS & BANNERS			
Indoor			
Outdoor			
16. ROOF/WATERPROOFING			
Gutter, drains, downspouts			
Roof & flashing			
Exterior walls & foundations			
Caulking			
Storm water drainage			
17. PLUMBING			
Pipes & drains inside building			
Pipes & drains outside building			
Sinks, basins & water fountains			
Sewage stoppage inside building			
Sewage stoppage outside building			
Main water service			
18. BAY SCALE			
19. KITCHEN & RELATED EQUIPMENT			

APPENDIX B – REQUIRED SUBMISSION FORMS

- Form J-1, “Proposer’s Reference Sheet”
- Form J-2, “Required Information Form”
- Form J-3, “Certified Statement of Non-Collusion
- Form J-4, “Disclosures Relating To City Officials and Employees”
- Form J-5, “Equal Employment Opportunity Agreement”
- Form J-6, “Vendor Information Form”
- Form J-7, “W-9”
- Form J-8, “No Bid Form”, if applicable

J-1, PROPOSER'S REFERENCE SHEET

Proposers are required to provide at least three (3) references for work of similar sizes and scope to this RFP.

Contract Number	Date(s) of Work	Contract Description	Contract Dollar Amount	Point of Contact: Address, Phone, Email

J-2, REQUIRED INFORMATION FORM

Each Proposer submitting a response to this Request for Proposal is to provide the following information:

1. Minority Business Firm Yes [ ]No [ ] Partnership Yes [ ] No [ ]
   Small Business Firm Yes [ ]No [ ] Corporation Yes [ ] No [ ]
   Sole Proprietorship Yes [ ]No [ ]

2. Sole proprietorships and partnerships are to provide the following information:

   Name_____

   Address_____

   City_____

   State_____

   Partnerships are to provide this information for all partners.

3. If the Proposer is a corporation, provide the following:
   State of Incorporation _____ Charter number of the Virginia Certificate of Authority_____
   Date of Incorporation_____

   Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

4. Each corporation is to provide the names of the following officers:
   President_____

   Vice-President_____

   Secretary_____

   Treasurer_____

   Registered Agent _____

_____
Proposer's Name

_____ _____
Proposer's Authorized Signatory Date

_____
Name and Title of Authorized Signatory

J-3, 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 therefrom 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 that is required to submit this statement that 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 Proposal 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.

_____

Proposer's Name

_____

Proposer's Signature Date

_____

Proposer's Authorized Signatory Date

_____

Name and Title of Proposer's Authorized Signatory

J-4, 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

_____ _____

Name Title/Position

_____

Proposer's Name

_____

Proposer's Authorized Signatory Date

_____

Name and Title of Proposer's Authorized Signatory

J-5, EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The contractor hereby agrees:

(1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, 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 on 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 (1) through (6) 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.

_____

Proposer's Name

_____

Proposer's Authorized Signatory Date

_____

Name and Title of Proposer's Authorized Signatory

☐ **NEW**
☐ **CHANGE**

J-6, VENDOR INFORMATION FORM

Vendor Name: _____

GENERAL MAILING ADDRESS

Address line 1 _____

Address line 2 _____

City _____

State _____ Zip _____ Web Address: _____

REMIT TO MAILING ADDRESS

Address line 1 _____

Address line 2 _____

City _____

State _____ Zip _____

POINT OF CONTACT (please print clearly)

NAME_____

TITLE: _____

PHONE #: _____ FAX #: _____

EMAIL: _____

TAX ID or SOCIAL SECURITY #: _____

1099 (check one by clicking in box) ☐ YES ☐NO

NAME ON CHECK: _____

If submitter is an individual: 3 references for like work must be provided.
**** SUBMIT THIS COMPLETED FORM ALONG WITH A CURRENT W-9 ****

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

J-8, NO BID FORM

CITY OF ALEXANDRIA, VA
DEPARTMENT OF FINANCE, PURCHASING DIVISION

NO BID FORM

ATTENTION: BIDDERS WHO ARE NOT BIDDING ON THIS CONTRACT

As part of our continuing efforts to improve our procurement practices, we would appreciate feedback from vendors who are not participating in our solicitations. If you are not submitting a response, please take a moment to indicate on the enclosed request which of the following best describes the reason(s) you have not submitted a bid.

(Check one)

1. My company does not sell the product(s) or service requested.
2. The specifications were unclear and/or appear to be written around a competitor's products. (If you check this, please describe and attach information about your product or service).
3. The solicitation submission date did not allow us adequate time to prepare and submit a proposal. (Please explain. Understanding your needs will help us ensure that we provide adequate time generally for a proposal response to be prepared. Depending upon the circumstances, the City can extend the deadline if we are advised)
4. My company is not in a position, for business reasons, to handle the order/project now.
5. The general terms and conditions for this contract are not acceptable to my company. (Please explain).
6. Our experience on previous City contracts was not satisfactory. (Please explain).
7. Other (please explain).

Your Information:

Company Name, Address, and # of Emp.

_____

_____

_____

_____

Please Indicate Whom We May Contact:

Name _____

Phone _____

Note: Additional detail can be noted on reverse side or on separate sheet, but please include item# as part of continued explanations.