



CONTRACT MODIFICATION NO. 8
BETWEEN THE COMMONWEALTH OF VIRGINIA,
UNIVERSITY of MARY WASHINGTON and PROFESSIONAL BUILDING MAINTENANCE
DATE: 28 April 2020

In accordance with the terms and conditions of the original Contract, UCPUMW 16-487, "Changes to the Contract", under the General Terms and Conditions, the following modifications have been mutually agreed upon.

An additional Contract Line Item (CLIN 12 to be billed to Item 9 under Purchase Order EP3037793) and additional mandated clauses are hereby added to the contract to track and accommodate potential federal funding associated with COVID-19 and other potential emergencies.

The following clauses are hereby added and the contractor certifies (by signature on attached Certification Regarding Lobbying) that neither the prime or any subcontractor has used Federal appropriated funds to pay any person or organization to influence or attempt to influence an Officer or employee of any agency, a Member of Congress, officer or employee of Congress or an employee of a Member of Congress in connection with obtaining Federal contract, grant or any other awarded covered by 31 U.S.C. §1352.

These additional clauses are hereby added to Contract UCPUMW 16-487:

CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION

(a) **Overtime Requirements:** No Contractor or Subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours.

(b) **Violation; liability for unpaid wages; liquidated damages:** The responsible Contractor and Subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and Subcontractor are liable for liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages as required by the Contract Work Hours and Safety Standards statute found at 40 USC Chapter 37. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 USC 2461), the Department of Labor adjusts the civil monetary penalty for inflation no later than January 15 each year.

(c) **Withholding for unpaid wages and liquidated damages:** The Contracting Officer will without from payments due under the contract sufficient funds required to satisfy the Contractor or Subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or Subcontractor liabilities, the Contracting officer will withhold payments from other contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Statute.

(d) **Payrolls and Basic Records:** The Contractor and its Subcontractors shall maintain payroll and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual

wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained. The Contractor or Subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) **Subcontracts:** The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers or mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

Clean Air Act

The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

The Contractor agrees to report each violation to the University of Mary Washington and understands and agrees that the University of Mary Washington will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the University of Mary Washington and understands and agrees that the University of Mary Washington will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Purchase Order EP3037793 will be modified to add an additional Contract Line Item as indicated below:

Item	Description	Monthly Payment	Annual Amount
1	Health Center— Billed to Item 1 under EP3037793	\$700.00	\$8,400.00
2	QUAD Athletics-Zone 1 Billed to Items 2 under EP3037793	\$19,136.41	\$229,636.92
3	QUAD Special Events-Zone 1 Billed to Items 2 under EP3037793	As Needed – Not-to-Exceed	\$ 7,000.00
4	Zone 3		
	University Center Billed to Item 7 under EP3037793	\$14,042.28	\$168,507.40
	University Apartments Billed to Item 3 under EP3037793	\$ 1,332.11	\$ 15,985.39
5	Zone 4		
	Eagle Village Office Suites Billed to Item 7 under EP3037793	\$718.59	\$ 8,623.11
	Belmont Billed to Item 6 under EP3037793	\$737.06	\$ 8,844.73
	James Monroe Museum Billed to Item 5 under EP3037793	\$449.01	\$ 5,388.17
	Stafford Campus Billed to Item 7 under EP3037793	\$8,476.20	\$101,714.42
6	Zone 5A		
	University Apartments Billed to Item 3 under EP3037793	As Needed – Not-to-Exceed	\$ 25,873.40
	Eagle Landing Billed to Item 4 under EP3037793	As Needed – Not-to-Exceed	\$ 44,688.53
	All Other Operational Dorms Billed to Item 7 under EP3037793	As Needed – Not-to-Exceed	\$ 68,348.80
7	Zone 5B		
	Apartments Billed to Item 3 under EP3037793	As Needed—Not-to-Exceed	\$ 11,498.30
	Eagle Landing Billed to Item 4 under EP3037793	As Needed—Not-to-Exceed	\$ 19,861.77
	All Other Operational Dorms Billed to Item 7 under EP3037793	As Needed—Not-to-Exceed	\$ 30,378.55
8	Zone 2 (including discount) Billed to Item 7 under EP3037793	\$15,666.20	\$187,994.47
9	Stafford HS Porter Billed to Item 7 under EP3037793	\$2,650.28/mth for 10 months (Sep–Jun).	\$ 26,502.80
10	Dahlgren Porter Billed to Item 8 under EP3037793	\$3,000/mth for 11 months (Aug–Jun)	\$ 33,000.00
11	Trinkle Hall Billed to Item 7 under EP3037793	\$5,915/mth for 9 months (Oct–Jun)	\$ 53,235.00
12	Emergency Services Billed to Item 9 under EP3037793	To Be Determined	
Total		\$61,257.88/month for July \$64,257.88/month for August \$66,908.16/month for September \$72,823.16/month for October–June \$207,649.40 NTE to be billed as needed.	\$1,055,481.76

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR

Professional Building Maintenance

Signature: _____

Name (Printed): _____

Title: _____

Email: _____

Phone: _____

Date: _____

AGENCY

University of Mary Washington

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

[Handwritten Signature]

Justin Thacker

President

pbmco@att.net

540-371-1921

4-28-2020

[Handwritten Signature]

Melva A. H. Kishpaugh

Director, Procurement Services

April 28, 2020

Attachment 1:

44, C.F.R., Part 18 – Certification Regarding Lobbying -- Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,00 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Professional Building Maintenance

Company Name

Signature of Contractor's Authorized Official

Justin Thacker, President

Name and Title of Contractor's Authorized Official

28 April 2020

Date