



FAIRFAX COUNTY WATER AUTHORITY  
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218  
[www.fairfaxwater.org](http://www.fairfaxwater.org)

OFFICE OF PROCUREMENT  
Patricia Utt, CPPB  
Senior Construction Buyer  
(703) 289-6265  
Fax (703) 289-6262

March 20, 2015

Mr. Jose Rodriguez  
President  
Fort Myer Construction Corporation  
2237 33<sup>rd</sup> Street, Northeast  
Washington, D.C. 20018

Re: Notice of Award - FCWA IFB No. 15-01  
Pavement Restoration

Dear Mr. Rodriguez:

Fairfax Water's Board approved the award of RFP 15-01 Pavement Restoration on March 19, 2015. A Purchase Order will be forthcoming in the amount of \$1,787,575 and will be designated as the contract number. The term of the contract is for one year and may be extended for up to four additional 12 month terms in one year increments with any unit price increase in accordance with Instructions to Bidders paragraph 1.23 Price And Price Adjustment.

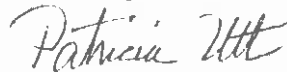
Enclosed are two copies of the Contract Documents that you are requested to execute and return to my attention no later than March 26, 2015. These pages will be collated into a complete set of contract documents and, upon our execution, one copy will be returned for your files.

Please submit the required bonds and insurance certificate within 10 days following receipt of this Notice of Award in accordance with Items 1.10 and 1.11 of the Instructions to Bidders and Article 11 of the General Conditions.

Mr. Rodney A. Collins, Manager, Distribution, will serve as Fairfax Water's point of contact for this contract. Mr. Collins will contact you to arrange any meetings prior to start of this contract. Please arrange to have your principal subcontractors present at this meeting. A Notice to Proceed will not be issued until the Agreement is executed and the required bonds and insurance certificate are delivered to Fairfax Water.

If additional information is required concerning this Notice of Award, please contact me. We look forward to our association with you during the course of your work.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Utt".

Patricia Utt

Senior Construction Buyer

Enclosures

cc: Mr. Rodney A. Collins, P.E., Manager, Distribution

## **AGREEMENT**

THIS AGREEMENT, made and entered into this 26th day of March, in the year 2015 between the FAIRFAX COUNTY WATER AUTHORITY, hereinafter referred to as the Owner or Fairfax Water, and FORT MYER CONSTRUCTION CORPORATION, hereinafter referred to as the Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, provides as follows:

### **Article 1. THE PROJECT**

The Project is designated as follows:

#### **PAVEMENT RESTORATION**

### **Article 2. WORK**

2.1 Contractor shall provide all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all acts necessary to fully complete the Work in strict accordance with the requirements of the Contract Documents. The Work is generally described as follows:

Refer to Section 01110, Summary of Work.

2.2 The Contractor shall provide and pay for all related facilities described in the Contract Documents, including Work expressly specified as well as Work which can be reasonably inferred as necessary to produce the results intended by the Contract Documents.

2.3 Schedule of Prices Description of Work Contract Item No. 7 – remains stated as is and Contract Item No. 8 and 9 – to be paid per square yard per vertical inch for the unit price submitted at bid time.

### **Article 3. ENGINEER**

3.1 This Project has been designed by:

Fairfax Water

hereinafter referred to as the "Engineer" as defined in the General Conditions.

### **Article 4. CONTRACT SUM**

4.1 Fairfax Water will pay the Contractor for Work completed in accordance with the Contract Documents, in U.S. currency, the Contract Sum \$1,787,575, as such may be adjusted from time to time in accordance with the Contract Documents.

### **Article 5. PAYMENTS**

5.1 Payment under this Contract shall be made in the manner provided in Article 10 of the General Conditions.

### **Article 6. AVAILABILITY OF FUNDS**

- 6.1 It is understood and agreed between the parties herein that Fairfax Water shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**Article 7. CONTRACT DOCUMENTS**

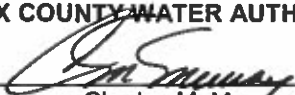
- 7.1 The Contract Documents listed in Article 3, A.1 of the General Conditions, comprise the entire agreement between the Owner and the Contractor with respect to the Project.

**Article 8. MISCELLANEOUS**


- 8.1 Capitalized terms which are used and otherwise defined in this Agreement shall have the meanings given them in Article 1 of the General Conditions.
- 8.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document.
- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

**FAIRFAX COUNTY WATER AUTHORITY**

By:   
Charles M. Murray  
General Manager

**FORT MYER CONSTRUCTION CORPORATION**

By:   
Jose Rodriguez  
Printed Name  
President  
Title

END OF AGREEMENT