



MORIN BUILDING  
8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22031

**March 5, 2021**

To: All Prospective Applicants

Issued by: Torry Huff, VCCO, CPPO, CPPB, Senior Procurement Specialist

Subject: Addendum #1, RFQ 21-008, Central Maintenance Facility

The purpose of this addendum is to answer questions submitted regarding the RFQ.

*Note: Fairfax Water received a general inquiry to lower the Required Experience standards outlined in the RFQ package. After an internal review, and discussion with our consultant, Fairfax Water decided to leave the Required Experience items unchanged.*

Q1. We plan on responding to the RFQ for the Fairfax Water Central Maintenance Facility and I was wondering if you could share who the architect is?

A1. The architecture firm responsible for designing the facility is RRMM Architects.

Q2. In regard to the RFQ for the construction of the Fairfax Water Central Maintenance Facility, we are writing to request a copy of the draft form of agreement for construction. Please provide a copy of the proposed form of construction contract.

A2. The standard Fairfax Water Agreement Form is included as an attachment to this addendum.

No other changes have been made to the RFQ.

**RFQ 21-008 – Central Maintenance Facility**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM # 1**

I certify that the information contained in the application submitted on behalf of the below named firm incorporates any and all changes to the original specification. I further certify by my signature below, that I am fully authorized to acknowledge receipt of the above addendum and also bind the below named firm to the terms, conditions and specifications of the RFQ and any changes thereto made by this addendum.

**ACKNOWLEDGED BY:**

**FOR:** \_\_\_\_\_

Company Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Authorized Agent

\_\_\_\_\_

Printed/typed name

\_\_\_\_\_

Title

**SECTION 00500**

**AGREEMENT**

**CONTRACT NO.** \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and \_\_\_\_\_, 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:

**IFB 21-012  
PROJECT 2608, DIVISION 002  
CENTRAL MAINTENANCE FACILITY**

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.

Article 3. ENGINEER

- 3.1 This Project has been designed by:

**RRMM ARCHITECTS  
2900 SOUTH QUINCY STREET, SUITE 710  
ARLINGTON, VA 22206**

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 \_\_\_\_\_, as such may be adjusted from time to time in accordance with the Contract Documents.

Article 5. CONTRACT PERIOD

- 5.1 Time is of the essence. The Contractor shall achieve Beneficial Use within XXX calendar days calendar days and achieve Final Completion within XXX calendar days from the date of Notice to Proceed or the date otherwise established for the commencement of Work.

Article 6. LIQUIDATED DAMAGES

- 6.1. The amount of liquidated damages referred to in Article 8 of the General Conditions shall be \$X,XXX per day, beyond the beneficial use completion date, and \$X,XXX per day beyond the final completion date, as set forth in the Contract.

Article 7. TIME PROVISIONS

- 7.1. The time of completion includes provisions for shop drawing review and lead time for obtaining material and equipment, as well as weather delays associated with normal climatic conditions. The contractor shall not be permitted any additional time, except as allowed under Article 8, part C of the General Conditions.

- 7.2. "Beneficial Use" means that the facilities are completed to the point that the equipment is operational in all modes, functioning properly and ready for the Owner's use as intended. All equipment shall be installed, tested and operational. System testing, startup, training and acceptance testing shall be completed, results submitted and accepted prior to the date of Beneficial Use in accordance with the Contract Documents. Final copies of all Operational and Maintenance manuals shall be submitted 30 days prior to the date of Beneficial Use in accordance with the specifications.

Portions of the Work not essential to facility operation, may be completed after Work is accepted for Beneficial Use (unless specified otherwise herein and/or on the Drawings), and may include the following items:

- a. Removal of Construction Facilities and Temporary Controls
- b. Final Cleanup
- c. Seasonal Commissioning
- d. Minor punch list items

- 7.3. "FINAL COMPLETION" shall mean the point at which all of the Work has been completed in accordance with the requirements of the Contract Documents and final cleaning has been performed, all as determined and certified in writing by the Engineer in accordance with the provisions of Section 01770, Close-out Procedures.

Article 8. PAYMENTS

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

Article 9. AVAILABILITY OF FUNDS

- 9.1. 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 10. CONTRACT DOCUMENTS

- 10.1. 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 11. MISCELLANEOUS

- 12.1. Capitalized terms which are used and otherwise defined in this Agreement shall have the meanings given them in Article 1 of the General Conditions.

- 12.2 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.
- 12.3 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: \_\_\_\_\_  
Steven T. Edgemon  
General Manager

**[CONTRACTOR]**

By: \_\_\_\_\_  
[Name]  
[Title]

END OF AGREEMENT

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