

**AGREEMENT**

**CONTRACT NO. 20-037**

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of August, in the year 2020 between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and New Kent Coatings, Inc., 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 20-037  
PROJECT 0631A, DIVISION 024  
TYSONS CORNER RESERVOIRS REHABILITATION**

**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:

**Fairfax Water  
8560 Arlington Boulevard  
Fairfax, VA 22031**

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 \$420,275.00, 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 145 calendar days calendar days and achieve Final Completion within 166 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 \$500.00 per day, beyond the beneficial use completion date, and \$500.00 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 submittal and review, abrasive blasting and/or cleaning of tank surfaces to be painted, painting, structural modifications or improvements, deliveries, schedule requirements noted within contract drawings, 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. The 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.

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. Landscaping restoration
- c. Final Cleanup

- 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**


- 11.1 Capitalized terms which are used and otherwise defined in this Agreement shall have the meanings given them in Article 1 of the General Conditions.
- 11.2 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.
- 11.3 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

**NEW KENT COATINGS, INC.**

By:   
Jacqueline P. Smith  
President

END OF AGREEMENT