

SECTION 00500

**AGREEMENT BETWEEN FAIRFAX WATER AND CONTRACTOR
REHABILITATION AND REPAINTING OF GUM SPRINGS RESERVOIR NO.1**

CONTRACT NO. 24-055

THIS AGREEMENT, made and entered into this 1st day of

October, in the year 2024, between the
Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax
Water, and Nostos SS Contractors, LLC, 14242 Bristow Road, Nokesville, VA
20181, 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:

**CONTRACT 24-055 IFB 24-121
PROJECT P0631A-DIVISION 035**

REHABILITATION AND REPAINTING OF GUM SPRINGS RESERVOIR NO.1

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:

TANK INDUSTRY CONSULTANTS

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, \$1,489,700.00 (One Million Four Hundred Eighty-Nine Thousand Seven Hundred Dollars and Zero Cents) 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 240 calendar days and achieve Final Completion within 270 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 \$2,000.00 per day, beyond the Beneficial Use completion date, and \$1,100.00 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 water can be provided to the water transmission/distribution system in the quantity and quality satisfactory to the Engineer. All water system pipelines and appurtenances shall be installed, tested, and operational or temporary arrangements satisfactory to Owner shall have been made, hydrostatic testing, disinfection and flushing shall be completed prior to the date of Beneficial Use in accordance with the Specifications herein. Final copies of all operational and maintenance manuals shall be submitted 30 days prior to the date of

Beneficial Use in accordance with Section 01770, Closeout Procedures.

Portions of the Work not essential to facility operation, which can be completed without interruption of tank operations, 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) Lawn and Grasses Restoration
 - b) Removal of Erosion and Sediment Control Measures
 - c) Removal of Construction Facilities and Temporary Controls
 - d) Final Pavement Restoration (if damaged by Contractor)
 - e) Landscaping (if damaged by Contractor)
 - f) 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. TERMINATION

11.1 Termination of this Agreement is governed by Article 9 of the General Conditions.

Article 12. MISCELLANEOUS

12.1 Capitalized terms that are used and not 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.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

NOSTOS SS CONTRACTORS, LLC

By: 
Jonathan Thompson
Business Administrator

FAIRFAX COUNTY WATER AUTHORITY

By: 
Jamie Bain Hedges, P.E.
General Manager

END OF SECTION 05000 - AGREEMENT