

SECTION 00500

**AGREEMENT BETWEEN FAIRFAX WATER AND CONTRACTOR
FOR CORBALIS WATER TREATMENT PLANT SOLIDS BUILDING ELEVATOR
MODERNIZATION**

CONTRACT NO. 2024-054

THIS AGREEMENT, dated this 22nd day of January, 2025, between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and Delaware Elevator Inc., 9010 Maier Road, Suite 100, Laurel, MD 20723, 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 2024-054

**CORBALIS WATER TREATMENT PLANT SOLIDS BUILDING ELEVATOR MODERNIZATION
PROJECT 0579 – DIVISION 480**

Article 2. WORK

- 2.1 The Work is generally described in Section 01110, Summary of Work. The Contractor will 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.
- 2.2 The Contractor will 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:

**JACOBS ENGINEERING GROUP
1851 ALEXANDER BELL DRIVE SUITE 200
RESTON, VA 20191**

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 of \$715,300.00, as such may be adjusted from time to time in accordance with the Contract Documents.

Article 5. CONTRACT PERIOD

- 5.1 The Contractor acknowledges and agrees that time is of the essence with respect to completion of the Work. The Contractor shall achieve Beneficial Use within 350 calendar days and achieve Final Completion within 380 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 as set forth below for each calendar day that the time consumed in completing the Work exceeds the time specified in the Contract Documents:

For each calendar day after the date specified for Beneficial Use: \$1,700.00; and

For each calendar day after the date specified for Final Completion: \$1,100.00.

Article 7. TIME PROVISIONS

- 7.1. The time of completion includes provisions for shop drawing submittal and review, modernization of the existing hydraulic elevator, 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 for performance of the above-referenced items, except as allowed under Article 8, part C of the General Conditions.
- 7.2 For purposes of this Agreement, "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, start up, 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

- 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 The parties acknowledge and agree that Fairfax Water will 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 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.

FAIRFAX COUNTY WATER AUTHORITY

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

Delaware Elevator Inc.

By: 
[Barry Hoffman, CFO]

END OF SECTION 00500 - AGREEMENT