

SECTION 00500

**AGREEMENT BETWEEN FAIRFAX WATER AND CONTRACTOR
FOR RESTON PUMP STATION ELECTRICAL UPGRADES
&
POPES HEAD PUMPING STATION ELECTRICAL UPGRADES**

CONTRACT NO. 2024-095 IFB 24-214

THIS AGREEMENT, dated this 22nd day of November, 2024, between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and Norair Engineering Corp.(NEC), 337 Brightseat Road, #200, Landover, MD 20785, 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 24-214
PROJECT 0215A – DIVISION 041
RESTON PUMP STATION ELECTRICAL UPGRADES
&
PROJECT 2722 - DIVISION 003
POPES HEAD PUMPING STATION ELECTRICAL UPGRADES**

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:

**CDM SMITH, INC. (RESTON PUMP STATION ELECTRICAL UPGRADES)
10306 EATON PLACE, SUITE 220
FAIRFAX, VA 22030**

&

**ARCADIS U.S., INC. (POPES HEAD PUMPING STATION ELECTRICAL UPGRADES)
4301 NORTH FAIRFAX DRIVE, SUITE 530
ARLINGTON, VA 22203**

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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 \$12,030,000.00, 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 will commence performance of the Work in accordance with the Notice to Proceed and will achieve Beneficial Use in accordance with the following constraints:

- Constraint 1: Beneficial Use of the Reston Pump Station Upgrades will be achieved on or before December 31, 2027.
- Constraint 2: Beneficial Use of the Popes Head Pumping Station Upgrades will be achieved on or before December 31, 2028.

The Contractor will achieve Final Completion within 60 calendar days after the date of Beneficial Use of the 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 Day that the time consumed in completing the Work exceeds the time specified in the Contract Documents:

For each Day after the date specified for Beneficial Use: \$1,200; and

For each Day after the date specified for Final Completion: \$900.

These liquidated damages are applicable to both constraints listed above in Article 5.

Article 7. TIME PROVISIONS

- 7.1. The time of completion includes provisions for shop drawing submittal and review, improvements, lead times, 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 water can be provided to the water transmission/distribution system in the quantity and quality satisfactory to the Engineer. 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."

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Portions of the Work not essential to facility operation, which can be completed without interruption of water main 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. Seeding
- b. Removal of Erosion and Sediment Control Measures
- c. Removal of Construction Facilities and Temporary Controls
- d. Asphalt Trail and Concrete Sidewalk Installation
- e. Final Pavement Restoration
- f. Landscaping
- g. 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]


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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

[CONTRACTOR] NORMAN ENGINEERING CORP
By: 
[Name] RICHARD NORMAN, PRES [Title]

END OF SECTION 00500 - AGREEMENT

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