

Contract No. FA1-1594

AGREEMENT

For

WATER AND SEWAGE DISPOSAL SERVICE

between

FEDERAL AVIATION AGENCY

and

TOWN OF LEESBURG, VIRGINIA

FEDERAL AVIATION AGENCY
REGION I
FEDERAL BUILDING
NEW YORK INTERNATIONAL AIRPORT
JAMAICA, NEW YORK

THIS AGREEMENT, entered into this 4th day of January 1961 by and between THE UNITED STATES OF AMERICA by the Federal Aviation Agency, herein-after known as the "Government" and the TOWN OF LEESBURG, VIRGINIA, herein-after known as the "Town", WITNESSETH:

WHEREAS, the Government will construct an Air Route Traffic Control Center building at a site located at the junction of Routes No. 7 and No. 654, at or near the Town of Leesburg, Loudoun County, Virginia and;

WHEREAS, in connection therewith the Government will require an adequate supply of potable water and adequate sewage disposal service and;

WHEREAS, the Town has sufficient capacity to serve the Government's needs and is willing to provide potable water and sewage disposal service for the benefit of said building and;

WHEREAS, the presently established water and sewer lines of the Town of Leesburg now terminate at a point approximately 1,000 feet west of the intersection of Routes No. 7 and No. 773 and;

WHEREAS, the Town has agreed to extend its water and sewer lines from its present terminus to the intersection of Routes No. 7 and No. 773, at its own expense. From that point the Town will extend the lines to the property line of the proposed Government building. The costs of the latter extension will be repaid by the Government to the Town and;

WHEREAS, it is in the best interests of the Government to enter into the following agreement.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

1. The Town will install at its own expense, without any reimbursement by the Government, the thousand-foot extension, more or less, of its present lines to the intersection of Routes No. 7 and No. 773, providing 8" water and 10" sewer lines.
2. The Town will extend the water and sewer lines from the intersection of Routes No. 7 and No. 773 along Route No. 7 to the property line of the site owned by the Government, a distance of approximately 2,330 feet including the construction of a sewage ejector station at the north corner of the site.

3. The Government will reimburse the Town for the cost of this extension, including the cost of the ejector station, on the basis of the unit costs proposed in Enclosure (A) of the Town of Leesberg's letter of 30 November, 1960 (Enclosure A). Reimbursement will be on the following basis:

(a) The Government will reimburse the Town for all actual construction costs, except that the payment shall be based on the cost of the installation of a 6" water and 9" sewer line, notwithstanding the fact that the Town chooses to construct 8" water and 10" sewer lines.

(b) The Government will pay the engineering and inspection costs on the following basis:

(1) Inspection of construction and preliminary survey of Route 7 - \$2,000 (lump sum).

(2) Engineering for the ejector station at 10% of cost

(3) Engineering for the extensions of water and sewer lines at 6½% of the Government's cost as defined in (a) above.

4. The Town will furnish potable water and sewage disposal service to the property line of the Government building in accordance with PMA Drawing No. 1-E-12625-8, dated 9-12-60 (Enclosure B). The Government will pay to the Town the proposed water and sewer rates which are to be \$90.00 for the first 200,000 gallons, plus \$20.00 per 100,000 additional gallons per quarter, plus a 50% surcharge for sewage.

5. The Town will furnish a minimum supply of water of 200 gallons a minute at 35 pounds per square inch pressure at the meter and will dispose of sewage at the rate of 100 gallons per minute.

6. No other users will be permitted to tie into the ejector station, which will be for the exclusive use of the Government.

7. The extension aforementioned, including the ejector station, shall be owned and remain the property of the Town and the complete responsibility for maintenance of these lines and the ejector station shall be assumed by the Town.

8. The maximum amount to be reimbursed by the Government to the Town shall be \$50,000.00 and in no event will the Government be obligated to pay any amount beyond that sum, provided that this agreement be ratified before January 10, 1961.

9. It is agreed that the entire extension and ejector station will be completed by June 30, 1961.

10. The Government shall not be liable for any payments until the entire work contracted for has been completed and accepted by the Government.

ARTICLE II

This contract shall be effective upon acceptance by both parties and shall continue through June 30, 1961. This contract shall be renewed without notice for the term beginning July 1, 1961 and ending June 30, 1962 and shall be renewed thereafter from year to year without notice until June 30, 1970, unless the Government gives 30 days notice that it will not renew before the end of any Fiscal Year.

The obligations of the Government beyond June 30, 1961, created hereby, shall be subject to the establishment by the Congress of the United States of an appropriation to cover these payments and the contract shall have no legal efficacy whatsoever until the appropriation bill is made law.

ARTICLE III

Invoices for the services rendered under this contract shall be sent to:

Federal Aviation Agency
Federal Building (PAL-1504)
New York International Airport
Jamaica 30, New York

ARTICLE IV

OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE V

CONVICT LABOR: In connection with the performance of the contract work, the Town agrees not to employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE VI

NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except for standard commercial supplies or raw materials.

If agreement is made with a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, Ellnor M. Cunningham, certify that I am the
Recorder Secretary of the corpora-

tion named in the attached agreement; that

George J. Bp Sm who signed said agreement on behalf of
the corporation was then Mayor

of said corporation; that said agreement was duly signed for and in
behalf of said corporation by authority of its governing body, and is
within the scope of its corporate powers.

(corporate
seal)

A SUMMARY OF THE ESTIMATED COSTS OF THE WATER AND SEWER FACILITIES, BASED ON REVISED UNIT PRICES, TO BE COVERED BY THE PROPOSED AGREEMENT BETWEEN THE FAA AND THE TOWN OF LEESBURG.

ITEMS	ITEMS	
	FAA	TOWN
G5B. 1. Pumping Station (<u>Schoue</u>)	15,950	\$
2. 2300 Sewer (10") @ \$5.15	10,925	920
3. 8 Manholes @ \$250 (\$2,000)	2,000	
4. 2500 Water (8") @ \$.35.25	9,315	2,760
5. 200 Water (6") @ \$3.80	760	
6. Rock Allowance	2,000	
7. Street Repaving	80	
	G5B 41,030	\$3,680
	<u>20,580</u>	
8. Survey & Inspection (Lump Sum)	2,000	
9. Eng. fee for Pumping Station @ 10%	G5B 1,595	
10. Eng. fee for Water & Sewer @ 6%	<u>1,205</u>	239
	G5B 46,190	\$3,919
	<u>15,605</u>	
GRAND TOTALS		

G5B. If the FAA prefers the Jenkins ejectors this estimate should be increased to \$46,190.
16,100