

SECTION 00 52 00
JOB ORDER CONTRACT AGREEMENT

This Agreement is by and between Alexandria Renew Enterprises (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions, unless otherwise defined herein.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall perform construction services on a Task Order basis (as defined herein), subject to the terms and conditions of the Contract Documents and the limits on value of individual Task Orders and cumulative Task Orders issued to the Contractor during a term as set forth in Virginia Code Section 2.2-4303.2. The Contractor acknowledges that the Owner’s need for Work and specific Projects are unknown at the execution of this Agreement but agrees to honor the terms of this Agreement.
- 1.02 Task Orders
- A. Task Orders will be issued for defined Projects. The form of Task Orders shall be substantially similar to the form included as Exhibit 1 to this Agreement, which by this reference is incorporated herein.
 - B. A Task Order price will be negotiated for each Task Order based upon the unit price bid items.
 - C. Task Orders will be based on quantities of work and unit prices for a total lump sum.
 - D. Each Task Order will have its own Contract Time, Contract Price, and liquidated damages.
 - E. Services for the Task Order are not to begin until receipt of the signed Task Order, except for emergency Task Orders as designated by the Owner.
 - F. After the Contractor’s Task Order Proposal is accepted, the Owner will issue a Notice to Proceed (NTP) for that specific Task Order. Work must begin within five (5) working days from the NTP date and the Work must be substantially completed by the specified date contained in the executed Task Order.
 - G. The Price Catalog, as defined herein, shall serve as the basis for establishing the value of the work to be performed, including changes.

ARTICLE 2—THE PROJECT

2.01 Each Task Order shall apply to a separate Project, the nature of which will be more specifically defined in the Drawings and Specifications applicable to such Task Order and which Work shall fall within one of the following types of services:

- Wastewater emergency response (within 4 hours of verbal direction from the Owner).
- Construction/rehabilitation of wastewater pump stations or select elements within a pump station.
- Construction/rehabilitation of wastewater interceptors and/or associated facilities.
- Construction/rehabilitation of wastewater treatment processes and/or structures, including biological and/or chemical process facilities.
- Construction/rehabilitation of odor control systems and processes.
- Construction/rehabilitation of diversion and flow metering vaults.
- Construction/rehabilitation of wastewater bypass pump vaults.
- Establishing wastewater bypass pumping systems as necessary during construction.
- Miscellaneous mechanical, electrical, and plumbing (MEP) work, including instrumentation and SCADA programming.
- Miscellaneous heating, ventilation, and air conditioning (HVAC) work.
- Miscellaneous related site improvements.

ARTICLE 3—ENGINEER

3.01 The Owner shall retain an Engineer (“Engineer”) who shall be named in the Task Order in connection with completion of the Work under such Task Order.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Duration*

- A. The duration of the Contract is one (1) year (365 calendar days from the effective date of the Agreement). Owner shall have the option to extend the Contract for two (2) additional one-year renewals. It is understood that the Contractor’s Work under a Task Order may not be completed prior to the expiration of the term in which the Task Order was issued; however, all requirements and conditions of the Contract, including all rights and obligations, shall survive until the Work of every Task Order

is completed, except for the Owner's right to issue additional Task Orders which would exceed the maximum contract value permitted in any term.

- B. The Contractor shall be notified in writing of the Owner's desire to extend or not extend the Contract. Contractor shall respond, in writing, indicating agreement to extend the Contract and an official Change Order will be processed to cover the Contract term extension.

4.03 Contract Times

- A. The Contract Time for each Project shall be set forth in the applicable Task Order.

4.04 Milestones

- A. Milestone(s) for each Project shall be set forth in the applicable Task Order.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration or other dispute resolution proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that liquidated damages for delay (but not as a penalty) will be in accordance with the executed Task Order for each Project.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work for each Project in accordance with the Contract Documents, the amounts listed in the applicable Task Order, subject to adjustment under the Contract Documents.

5.02 Price Catalog

- A. The Price Catalog shall serve as the basis for establishing the value of the Work to be performed, including changes.
- B. The Price Catalog shall be the then-current edition of the RS MEANS Civil Construction Estimating Package Construction Cost Data, and the Commercial Construction Cost Package books containing pricing information for the description of Work to be accomplished in the unit of measure specified.

5.03 Contract Price will be inclusive of Contractor’s Coefficient Multiplier(s) applied to Price Catalog as follows:

Item	Category of Work	Contractor’s Coefficient
1	Coefficient Multiplier for Work Performed During Normal Hours (Monday – Friday 7:00 AM to 6:00 PM)	[X.XX]
2	Coefficient Multiplier for Work Performed Outside Normal Hours (Monday – Friday 6:00 PM to 7:00AM, Weekends and Owner Holidays)	[X.XX]
3	Coefficient Multiplier – Procurement of Furnished Equipment and Materials without installation or labor	[X.XX]

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments and Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of half percent (0.5%) per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement, including Exhibit 1, General Conditions and Supplementary Conditions, all appended hereto;
 - 2. All written modifications and amendments to this Agreement;
 - 3. The Task Order, including all exhibits and attachments appended or referred to in such Task Order: and
 - 4. All written modifications, amendments, and Change Orders to the Task Order.
- B. The Contract Documents are intended to be complementary to avoid conflict.
- C. The Contract Documents shall constitute the full and complete understanding of the parties relating to the subject matter of a Task Order and shall supersede any and all negotiations, agreements, comments and writings made or dated prior to the Effective Date of the Task Order, including without limitation any and all proposals, exceptions, qualifications or limitations provided by Contractor.
- D. The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified.
- E. Notwithstanding anything to the contrary, if there is a conflict between this Agreement and a Task Order, the conflicting provisions of this Agreement shall take precedence. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all Task Orders which have an Effective Date of the Task Order after the effective date of the amendment, unless such amendment states otherwise.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. Contractor representations appear in each executed Task Order and are applicable only to the scope of Work covered by such Task Order.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition, or (d) any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).
 - 3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - 4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9—MISCELLANEOUS

9.01 *Assigned Goods and Services*

- A. The Assigned Goods and Services shall be in accordance with Exhibit 1.

9.02 *Self-Performance*

- A. The Self-Performance Requirement shall be in accordance with Exhibit 1.

9.03 *Project Representatives*

- A. The Project Representatives shall be set forth in the Task Order for each Project.

9.04 *Standard General Conditions*

- A. The General Conditions that are made a part of this Contract are a modified Engineers Joint Contract Documents Committee (EJCDC®) C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. Those portions of the text that originated in EJCDC documents remain subject to copyright. At the Contractor's request, the Owner will provide modifications to the standard wording of the General Conditions in a "track changes" (redline/strikeout) format.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:
Name: _____

Designated Representative:
Name: _____

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

END OF SECTION

Exhibit 1
Task Order Agreement

Exhibit 1

SAMPLE Form of Task Order Agreement

(Date of Standard Exhibit 1 to Agreement: May 2023)

Owner and Contractor hereby agree any provisions in this Task Order Agreement (“Task Order”) that modify a specific clause of the Agreement shall supersede the clause contained in the Agreement.

The Task Order date is [_____].

The Parties to the Task Order are:

ALEXANDRIA RENEW ENTERPRISES (“Owner”):

Alexandria Renew Enterprises
Attention: Chief Engineering Officer
1800 Limerick St.
Alexandria, VA 22314

Contractor:

[INSERT CONTRACTOR INFORMATION]

Task Order No.: [0000-000-000]
Task Order Nam: [Task Order Name]

TASK ORDER AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.01 This Task Order is issued and executed under the authority of and governed by the Job Order Contract Agreement between the Owner and Contractor dated _____. Contractor shall complete all Work as specified or indicated in the Contract Documents, which shall include the Drawings and Specifications described below. The Work is generally described as follows:

- [XXXX]
- [XXXX]

3.01 The Owner has retained [XXXXX] (“Engineer”) to prepare the design for this Project. [XXXXXX] shall assume all rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work.

4.02(A) The Work will be substantially complete within [XX] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [XX] days after the date when the Contract Times commence to run.

4.03(A) Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: [XXXX]
2. Milestone 2: [XXXX]

4.04(A) Liquidated Damages

1. *Substantial Completion:* Contractor shall pay Owner [\$XX] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner [\$XX] for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner the amount specified below for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, and until the Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04(A)1 will apply, rather than the Milestone rate.
 - a. Milestone 1: [XX]/day
 - b. Milestone 2: [\$XX]/day

4.05(A) The parties agree that the per diem measures of liquidated damages as set forth in Paragraph 4.04(A), 1-3 are a reasonable measure of the damages Owner is likely to

suffer in case of delay, and Contractor agrees that it will not challenge the per diem amounts of liquidated damages imposed pursuant to this Task Order. Contractor hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties not reasonably related to actual damages. The parties further agree that the liquidated damages set forth in this Task Order will be the Owner’s sole remedy for delay as a result of Contractor’s failure to achieve the completion dates within the times required by this Task Order. The Owner may, but shall not be obligated to, deduct any liquidated damages that become due from any unpaid amounts then or which thereafter become due to the Contractor under the Contract Documents. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be immediately due and payable to the Owner upon demand.

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Lump sum included in the Contract Price:

Lump Sum Amount	
Description	Extended Price
Lump Sum Contract Price	\$

B. Allowances included in the Contract Price:

Allowances	
Description	Extended Price
Lump Sum Owner’s Contingency Allowance	\$[XX]
[XXXX]	\$[XX]

C. Total of Lump Sum Amount, Allowances, is \$[number]. The amount listed here is the Contract Price.

8.01(A) Contractor’s Representations

A. In order to induce Owner to enter into this Task Order, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in

the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents as defined in the Agreement.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Task Order constitutes an incontrovertible representation by Contractor that without exception all prices in the Task Order are premised upon performing and furnishing the Work required by the Contract Documents.

9.01 *Assigned Goods and Services*

A. [XXXXXX]

9.02 *Self-Performance*

A. [XXXXXX]

9.03 *Project Representatives*

A. The Owner's Senior Representative is:

[Name]

[Title]

[Address]
[Telephone Number]

B. The Owner's Representative is:

[Name]
[Title]
[Address]
[Telephone Number]

C. The Contractor's Senior Representative is:

[Name]
[Title]
[Address]
[Telephone Number]

D. The Contractor's Representative is:

[Name]
[Title]
[Address]
[Telephone Number]

IN WITNESS WHEREOF, Owner and Contractor have signed this Task Order.

This Task Order will be effective on [indicate date on which Task Order becomes effective] (which is the Effective Date of the Task Order).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Task Order.)

License No.: _____

(where applicable)

State: _____

END OF SECTION