

## ALEXANDRIA RENEW ENTERPRISES

### JOB ORDER CONTRACT AGREEMENT 23-004-A

This Agreement is by and between Alexandria Renew Enterprises (“Owner”) and American Contracting & Environmental Services, Inc., a Maryland Corporation with a principal place of business located at 10330 Old Columbia Road, Suite 102, Columbia MD 21046 (“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. When a Project is identified to be executed under this Contract, the associated Task Order Proposal may be solicited from any of the Contractors.
- C. A Task Order price will be negotiated for each Task Order based upon the unit price bid items.
- D. Task Orders will be based on quantities of work and unit prices for a total lump sum.
- E. Each Task Order will have its own Contract Time, Contract Price, and liquidated damages.
- F. 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.
- G. 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.
- H. 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:

- Construction/rehabilitation of wastewater pump stations or select elements within a pump station.
- Construction/rehabilitation or 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 installation and rehabilitation.
- Miscellaneous heating, ventilation, and air conditioning (HVAC) work.
- Miscellaneous related site improvements.

## ARTICLE 3—ENGINEER

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

3.02 The Owner may allow Contractor to retain an engineer if the cost of design services falls within the limitations set by Virginia Code Section 2.2-4303.2. In such case, Contractor will name the engineer it will retain in the Task Order Proposal.

## 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 Contract Amendment 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, current year edition, shall serve as the basis for establishing the value of the Work to be performed, including changes.
- B. The Price Catalog shall be the RS Means Estimating Package Construction Cost Data containing pricing information for the description of Work to be accomplished in the unit of measure specified.

- 5.03 Contract Price will be in accordance with Article 13 of General Conditions inclusive of the following Coefficient Multiplier(s) applied to Price Catalog unit rates:

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)	1.65
2	Coefficient Multiplier for Work Performed Outside Normal Hours (Monday – Friday 6:00 PM to 7:00AM, Weekends and Owner Holidays)	1.88
3	Coefficient Multiplier – Procurement of Furnished Equipment and Materials without installation or labor	1.22

## 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 will make one payment at Final Completion for all Task Orders that have a Task Order Contract Time of 45 days or less, or a Task Order Contract Price of \$25,000 or less.

For all other Task Orders, 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 the date of the execution by the Owner (which is the Effective Date of the Contract).

Owner:

Contractor:

**Alexandria Renew Enterprises**

**American Contracting & Environmental Services, Inc.,**

By: Justin Carl, PE  
3AA74B3BF0154C0F (individual's signature)

By: Joe Godin  
5447C45BC3F5 (individual's signature)

Date: 7/19/2023

Date: 7/19/2023

Name: Justin Carl, PE

Name: Joe Godin

Title: Chief Executive Officer

Title: President

*(Attach evidence of authority to sign.)*

Address for giving notices:  
1800 Limerick St  
Alexandria, Virginia 22314

Address for giving notices:  
10330 Old Columbia Road, Suite 102  
Columbia MD 21046

Designated Representatives:

Designated Representative:

Name: Igor Scherbakov

Name: Brandon Lumm

Title: Procurement Manager

Title: Project Executive

Phone: 703-721-3500 Ext 2207

Phone: 443-367-1624

Email: igor.scherbakov@alexrenew.com

Email: brandon.lumm@aceservinc.com

AND

Name: Felicia Glapion

Title: Chief Engineering Officer

Phone: 703-721-3500 Ext 2227

Email: felicia.glapion@alexrenew.com