

4 County Complex Court
P.O. Box 2266
Woodbridge, VA 22195-2266

Phone (703) 335-7922
Fax (703) 335-7954
www.pwcsa.org



Purchasing Department

March 28, 2018

VIA ELECTRONIC MAIL

Am-Liner East, Inc.
Attn: Mr. Mel M. Willett, Vice President
601 Jack Enders Boulevard
Berryville, VA 22611

Reference: IFB SA1815 – Sanitary Sewer Main Lining (CIPP)

Dear Mr. Willett:

On behalf of the Prince William County Service Authority, I am pleased to advise you of the Authority's intent to make a multiple award for the above referenced contract to ***Am-Liner East Inc, Insituform Technologies, LLC*** and ***IPR Northeast LLC***.

Please return the following form(s) by ***2:00 P.M. (ET), April 4, 2018***.

1. *Certificate of Insurance* - Please ensure that the certificate meets the minimum requirements and the Service Authority is named as an additional insured on the certificate.
2. Bond capacity letter as stipulated in the enclosed letter of bond requirement.

Thank you for your interest in doing business with the Service Authority.

Sincerely,

Medhat Mosaad

Medhat Mosaad
Buyer I

Digitally signed by Medhat Mosaad
DN: cn=Medhat Mosaad,
ou=PWCSA,
email=mmosaad@pwcsa.org,
c=US
Date: 2018.03.28 10:25:02
+0100

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Bond Requirement

Provide a letter from your surety company listing the Bidder's bonding capacity in accordance with the bond requirement in the solicitation, IFB SA 1815, under the Agreement, ARTICLE 9.

1. Bonding Company's name:

Address:

Representative (Attorney-in-fact):

2. Is the Bonding Company listed on the United States Department of the Treasury list of acceptable surety corporations?

Yes ____ No ____

3. Is the Bonding Company licensed to transact surety business in the Commonwealth of Virginia?

Yes ____ No ____

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

AGREEMENT

CONTRACT NO. SA-1815

THIS AGREEMENT, made and entered into this ____ day of _____ in the year 2018 between the **Prince William County Service Authority**, hereinafter referred to as the Owner or PWCSA, and , hereinafter referred to as the Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, provides as follows:

ARTICLE 1. THE PROJECT

- 1.1 The Project is designated as follows: Rehabilitating sanitary sewer lines using the cured-in-place pipe (CIPP) reconstruction process. Individual tasks and pricing are more particularly described in the bid pricing from the Contractor, dated _____, which is attached to this Agreement and incorporated herein as Exhibit E.

ARTICLE 2. WORK

- 2.1 Contractor shall 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 shall 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. CONTRACT ADMINISTRATOR

- 3.1 Individual Work Orders (as defined in the General Conditions) will be designated by the Prince William County Service Authority, 4 County Complex Court, Woodbridge, Virginia 22192. The Project Summary is entitled:

“Sanitary Sewer Main Lining (CIPP), IFB SA 1815”

For the purposes of administration of this Project, Owner designates its Infiltration and Inflow department under O & M division as the Contract Administrator (as defined in the General Conditions) for this Project. The Owner’s Contract Administrator for this Project shall be James McCarroll.

ARTICLE 4. CONTRACT SUM

- 4.1 Owner will pay the Contractor for Work completed in accordance with the tasks assigned per Article 3.1 and payment based on the unit prices set forth in the Contractor’s bid response.

ARTICLE 5. PAYMENTS

5.1 Payment under this Contract shall be made in the manner provided in Article 11 of the General Conditions.

ARTICLE 6. AVAILABILITY OF FUNDS

6.1 It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

7.1 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 8. MISCELLANEOUS

8.1 Capitalized terms which are used and not otherwise defined in this Agreement shall have the meanings given them in Article 1 of the General Conditions.

8.2 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.

8.3 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.

8.4 This Agreement is authorized by **Resolution TBD** of Owner's Board of Directors, adopted DATE **TBD** which sets forth, among other things, the basis for Owner's determination to proceed with a procurement with the Contractor for this Project.

ARTICLE 9. WORK AUTHORIZATION

9.1 The Owner will authorize Work upon the Owner's written authorization by the issuance of a Purchase Order or Notice to Proceed. Upon authorization, actual Work shall not exceed the Contractor's estimate without approval by the Owner Project Representative.

9.2 The Owner may require Performance Bond for Work Orders depending upon the complexity of each Work Order. The Owner will reimburse the Contractor for the cost of obtaining bonds.

ARTICLE 10. PERIOD OF CONTRACT

10.1 The term for the Agreement shall be for an initial one (1) year term from the date of execution, DATE **TBD**. Upon mutual consent, the Owner shall

have the option to extend the contract for four (4) additional one (1) year terms, contingent upon need and availability of funds for the purpose.

10.2 Renewal of the Term of the Contract:

- A. The Owner may renew the term of the Contract by written notice to A. the Contractor before the expiration of the Contract, provided that the Owner shall give the Contractor a preliminary written notice of its intent to renew at least sixty (60) days before the Contract expires. The preliminary notice does not commit the Owner to a renewal.
- B. If the Owner elects to exercise the option to renew the contract for an additional one-year period, the Contract Price(s) for the additional one year shall not exceed the Contract Price(s) of the original contract increased by more than the percentage increase of the category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

EXHIBIT B
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ of _____, hereinafter called
the Principal, and: _____

a corporation created and existing under the laws of the State of: _____

having its principal office in the City of: _____,
and authorized to transact business in the Commonwealth of Virginia, hereinafter called the Surety,
are held and firmly bound unto THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY,
hereinafter called the Owner, in the penal sum of:

_____ and _____ /100 Dollars

(\$ _____), lawful money of the United States of America, for the
payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said PRINCIPAL entered into a certain agreement with said OWNER, dated
, 20____ hereinafter called the CONTRACT, for construction of:

SANITARY SEWER MAIN LINING (CIPP)
CONTRACT NO. SA-1815

which CONTRACT and the CONTRACT DOCUMENTS for said work shall be deemed a part
hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall well and truly and faithfully comply with and perform the CONTRACT according to the CONTRACT DOCUMENTS, in the time and in the manner provided in the CONTRACT and in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred by or related to the performance of the CONTRACT by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall save harmless the OWNER from any and all costs and damages which the OWNER may sustain or suffer because of failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OWNER, its successors or assigns, any and all costs and expenses which the OWNER may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes, or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the Work to be performed under the CONTRACT according to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any giving by the OWNER according to the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OWNER toward the other with respect to the CONTRACT DOCUMENTS and CONTRACT, and/or the reduction of any percentage to be retained by the OWNER as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not replace, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executor, administrators, successors and assigns, from liability under this BOND.

PROVIDED, FURTHER, that the said SURETY for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work or to the specifications.

(Signatures and Seals on following Page)

**Signatures and Seals
(Corporate Principal)**

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals in three counterparts, each of which shall be deemed an original, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers pursuant to authority of its governing body,
this _____ day of _____ 20_____.

SURETY

BY:

ATTORNEY-IN-FACT

SURETY'S LOCAL ADDRESS:

BY:

SECRETARY

TITLE:

PRINCIPAL'S ADDRESS:

ATTACH BONDING COMPANY'S
POWER OF ATTORNEY
TO THIS SHEET