

Middle Peninsula Planning District Commission

INVITATION TO BID

PROJECT NAME: New Point Comfort Natural Area Preserve Observation Deck Reconstruction

LOCATION: Mathews County, Virginia

DUE DATE AND TIME: October 1, 2024, at 4:00 PM EST

NON-MANDATORY PRE-BID MEETING: September 17, 2024, at 9:00 – 9:30 AM EST; In-person meeting on site at the New Point Comfort Natural Area Preserve Observation Deck at 2 Old Lighthouse Road, New Point, Virginia 23125

IFB NO. #: IFB-FY25-NewPointDeck

ISSUING AGENCY: Middle Peninsula Planning District Commission (“MPPDC”) PO Box 286 Saluda, Virginia 23149

SCOPE OF WORK SUMMARY: The MPPDC invites qualified firms to submit bids to obtain the necessary permits to demolish and reconstruct the public observation deck at the New Point Comfort Natural Area Preserve at the end of Lighthouse Road (SR-600) on the Mobjack Bay in Mathews County, Virginia.

POINT OF CONTACT: Taylor Ovide
Coastal Resilience Planner I
Email: tovide@mppdc.com

All responses to this Invitation to Bid and any resulting contract shall be consistent with and governed by the Virginia Public Procurement Act.

All proposals shall be turned in no later than 4:00 P.M. EST on October 1, 2024, to the MPPDC Office located at 125 Bowden St., Saluda, Virginia 23149 or by mailing to PO Box 286, Saluda, Virginia 23149. If bids are sent via a mailing service or hand delivered, address the bids to the MPPDC Point of Contact listed above. Bids that are submitted by e-mail, phone, or facsimile shall not be considered. Bids received after the deadline shall be deemed non-responsive and returned unopened. *It is the Bidder’s sole responsibility to ensure all information, including addendums, is complete and delivered on time.* If MPPDC closes its offices due to inclement weather, scheduled receipt of bids will be extended to the next business day, same time.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

Construction - New Point Comfort Natural Area Preserve Observation Deck

MPPDC IFB #FY25-NewPointDeck

A. Background

The public observation deck (walkway) at the New Point Comfort Natural Area Preserve was originally built with funding from the National Oceanic and Atmospheric Administration (NOAA) and Virginia Coastal Zone Management Program (VCZMP) funding (FY1995 contract NA57OZ0561-01). The walkway is located at 2 Old Lighthouse Road in New Point, Virginia on the Mobjack Bay and over the past ~30 years, storm-driven flooding and wave activity, weather, and shoreline erosion have impacted this boardwalk to the point where replacement is necessary for its continued use as a safe and accessible public structure. A limited amount of funding is available from NOAA/VCZMP (FY2022 contract NA22NOS4190187) and the Mathews Rotary Club achieve a reconstructed structure that is safe for public usage and resilient to natural hazards. A 3-D view showing the current state of structure is available at [New Point virtual pier viewer.url](https://www.mppdc.com/index.php/pdcinfo/proposals) ([note conditions shown in viewer may be outdated](https://www.mppdc.com/index.php/pdcinfo/proposals)).

B. Scope of Work

The procured contractor (Contractor) will permit and implement the successful demolition and reconstruction of the walkway in the same footprint as the existing structure.

The procured contractor (Contractor) will oversee the permitting process, demolish the existing walkway and reconstruct the structure including the use of timber marsh mats as necessary or required by the permit, removal and offsite disposal, equipment mobilization, and materials. The reconstruction will occur within the exact same footprint as the current structure to minimize environmental impacts and facilitate the permitting process. Elevating the structure to a height greater than the current level of the walkway to mitigate flooding and sea-level rise impacts will be considered and conducted as funding allows. Contractor is required to properly dispose of all materials offsite and should include this cost in its bid.

Materials will be purchased in compliance with the Build American Buy America Act. Construction matching funds are provided by the Mathews Rotary Club. The reconstructed walkway will be in compliance with disability access requirements, including the 2010 Americans with Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of construction, as described in the Department of Commerce Financial Assistance Standard Terms and Conditions.

Grant awards and other supporting materials for this ITB can be found at <https://www.mppdc.com/index.php/pdcinfo/proposals>.

C. Timeline

The successful bidder shall commence the Work as soon as is practically possible after the award is issued. The current schedule requires that the Work will be completed by February 28, 2025, and that the existing signage will be reposted or, as funding allows, new signage will be

developed. MPPDC intends to submit final photographs and the project report to the Virginia Coastal Zone Management Program at the Virginia Department of Environmental Quality.

D. Bid Price

MPPDC currently has \$160,000.00 available to fund the Work and intends to award a contract at a cost not greater than the current level of funding. This amount consists of funding from NOAA/VCZMP under Grant # NA22NOS4190187 and from the Mathews Rotary Club. Accordingly, it encourages creativity in suggesting efficiencies that would allow the Work to be completed at or under the currently available funding amount. Bidders may propose using alternate materials that are sustainable but also reasonably priced. Bidders may recommend lumber as a substitute for the more durable and longer lasting composite decking materials. While the footprint of the walkway must remain the same, bidders may recommend certain modifications to current construction plans that would keep the amount of the bid at or under the amount provided above. The Bid Form attached at Appendix A provides spaces for Bidders to propose alternate methods, designs and materials that will accomplish the scope of work for the funding currently available to the MPPDC. MPPDC will continue its efforts to secure additional funding for the Work, and, if appropriate will provide an update in the form of an addendum in the event that additional funding is secured.

E. Communications with MPPDC

Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications referred to this solicitation must be made in **writing** to:

Taylor Ovide
Coastal Resilience Planner I
Middle Peninsula Planning District Commission
125 Bowden Street
Saluda, VA 23149
web: www.mppdc.com
Email: tovide@mppdc.com

Questions and responses will be posted as an addendum to the posted bid packet and can be reviewed at MPPDC.com.

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ARTICLE 1
DEFINITIONS

1.1 Except as otherwise specifically provided, the definitions here set forth are applicable to all Bidding Documents.

1.2 The term “Addenda” means written or graphic instruments issued prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.

1.5 The terms “Bidder” or “Offeror” means a person or firm that submits a Bid.

1.6 The term “Bidding Documents” means the construction documents (plans, supplemental materials, and instructions to bidders) prepared and issued for bidding purposes including all Addenda thereto.

1.7 The term “Fixed Price or Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Alternates.

1.8 The term “Planholder” means a person or entity known to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.

1.9 The term “Subcontractor” means a person or entity engaged by the Contractor to perform a specific portion of the Work.

1.10 The term “Work” means to rehabilitate the public observation deck at the New Point Comfort Natural Area Preserve in Mathews County, Virginia, which includes the replacement of pilings and decking of the observation walkway and replacing railings.

1.11 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein. Holidays include every day designated by the State of Virginia as a holiday.

ARTICLE 2
BIDDER’S REPRESENTATIONS

2.1 The Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder visited the project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the appropriate departments of the State of Virginia, including a Class A Contractor's License, and Mathews County for the Work to be performed and any licenses specifically required by the Bidding Documents.

2.1.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.7 Bidder is aware of and, if awarded the Contract, will comply with applicable Virginia and Mathews code requirements in its performance of the Work.

2.1.8 Bidder agrees that by submitting a Bid pursuant to this solicitation, it accepts and will abide by MPPDC's Standard Terms and Conditions, attached to the Bidding Documents as Appendix C.

ARTICLE 3 **BIDDING DOCUMENTS**

3.1 COPIES

3.1.1 Grant awards and other supporting materials for this ITB can be found at <https://www.mppdc.com/index.php/pcinfo/proposals>.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids. Bidders may obtain complete sets of the Bidding Documents from the MPPDC website [Bids/RFPs/RFOs \(mppdc.com\)](https://www.mppdc.com/index.php/pcinfo/bids) or <https://www.mppdc.com/index.php/pcinfo/bids> as designated in the Invitation to Bid for the sum stated therein, if any. Alternately, MPPDC can make available at cost, 8.5" x 11" hard copies of the Bidding Documents, for the sole purpose of obtaining Bids for the Work. Access to the Bidding Document does not confer a license or grant permission for any other use of the Bidding Documents. Documents are only available in full sets and shall not be returned.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and

shall at once report to the MPPDC Point of Contact errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies, or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.4. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents. Substitutions shall be approved by MPPDC project managing staff.

3.4 ADDENDA

3.4.1 Addenda will be issued only by MPPDC representatives and only in writing. Addenda will be identified as such and will be posted to <https://www.mppdc.com/index.php/pdcinfo/bids>. At its sole discretion, MPPDC may elect to deliver Addenda via facsimile or email to Planholders who have provided a facsimile number or email address. Addenda will be posted at the MPPDC offices.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.4.3 Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.4.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has viewed <https://www.mppdc.com/index.php/pdcinfo/bids> for all issued Addenda.

ARTICLE 4 **PRE-BID CONFERENCE**

4.1 A Pre-Bid Conference will be held on site and in person at the New Point Comfort Natural Area Preserve Observation Dock at 2 Old Lighthouse Road in New Point, Virginia on September 17, 2024 from 9:00 – 9:30 AM EST. Bidder should attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by MPPDC, comments and questions are received from Bidders, and a Project site visit is conducted. MPPDC requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine which Bidders attended the pre-bid conference. Any Bidder not attending the Pre-Bid Conference in its entirety will proceed at its own risk and agrees that it understands and has complied with the requirements of the Bidding Documents and its Bid.

ARTICLE 5 **BIDDING PROCEDURES**

5.1 Bid Format and Timetable

The bids are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. A table of contents shall be provided, and pages and exhibits numbered in an organized manner. All bids shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The items to be addressed in the Bid in the order listed are:

1. Cover Sheet
2. Bid Form (Appendix A)
3. Description of Services to be Provided and Project Approach
4. Licenses, Experience and Statement of Qualifications (Appendix B)
5. Response Capability and Schedule
6. References
7. Other Supporting Data
8. Submission of Proprietary Information

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.
- b. The name, address, and phone number of a key representative who is knowledgeable about the bid.
- c. The name, address, and phone number of an officer or employee having the authority to bind the company by their signature.

Section 2 – Bid Form

Bids shall include the Bid Form (**Appendix A**) with the required information supplied for each portion of the work the Offeror proposes to complete.

Section 3 – Description of Services to be Provided and Project Approach

The Offeror should describe its understanding of the scope of services and how the firm proposes to conduct its work. The description should include cost breakdowns for proposed materials and labor, specific alterations to the existing design as applicable, and any other information that will help the MPPDC better understand the proposed scope of services. To the extent that the Bidder

proposes alternatives in service delivery, type of materials or other solutions and such alternatives will present different price points, please label each alternative by number to correspond to its costs as provided on Appendix A.

Section 4 – Licenses, Experience and Statement of Qualifications

- a. Include the qualifications and resume(s) of the individual(s) at your firm who will be responsible for this project.
- b. Include a copy of all required contractor and business licenses, including Bidder’s Class A Contractor’s License.
- c. Include a list of projects performed over the past five years which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- d. Include the names of all proposed subcontractors on the Bid Form. By proposing such firms or individuals, the Bidder assumes full liability for the subcontractor’s performance. The Bidder shall state the amount of previous work experience with the subcontractor.

Section 5 – Response Capability and Schedule

State when the Bidder will be available to begin work on the project. Prepare and include a schedule of construction. The schedule shall provide a detailed timeline and significant milestones for completion of the project. The schedule of construction will be included as a part of the signed Agreement with the selected contractor. Give an overview of the workload priority to be assigned to this project and staffing available relative to the Bidder’s ability to respond to MPPDC.

Section 6 – References

Give the name, address, and telephone number of references for whom similar work has been performed. MPPDC may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

Section 7 – Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this Contract.

Section 8 – Submission of Proprietary Information (Submit Under Separate Cover)

Pursuant to the Virginia Public Procurement Act (“VPPA”), Virginia Code § 2.2-4342, trade secrets or proprietary information submitted by an bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Bidders shall submit under separate cover any information

considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the bid and be clearly identified as containing proprietary and/or copyrighted information.

References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

5.2 SUBMISSION OF BIDS

5.2.1 The Bid Form and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the MPPDC office. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.2.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.2.3 Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

5.2.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.2.5 Each Bidder shall submit one (1) original and two (2) copies of their bid.

5.2.6 All information requested in this solicitation should be submitted. Failure to submit all information requested may result in the bid being deemed non-responsive. Bids which are deemed non-responsive, incomplete, or lack key information may be rejected in full by MPPDC.

5.2.7 All pages of the bid should be numbered.

5.2.8 Each bid shall be in English.

5.2.9 Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to MPPDC's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). After award, all bids become a matter of public record and are available for inspection by the public, except those portions of the bids that were properly and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.

5.2.10 MPPDC will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing.

5.2.11 Any contact with any MPPDC representative, other than that outlined above, concerning this Bid is prohibited. Such unauthorized contact may disqualify a Bidder from this procurement.

5.2.12 Each Bidder shall be prepared, if so requested by MPPDC, to present evidence of their experience, qualifications and financial ability to carry out the terms of the Contract.

5.3 MODIFICATION OR WITHDRAWAL OF BID

5.3.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the MPPDC representative receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.3.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it fully complies with the Bidding Requirements.

5.3.3 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

ARTICLE 6 **CONSIDERATION OF BIDS**

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification and are received on or before the Bid Deadline will be opened publicly.

6.2 REJECTION OF BIDS

6.2.1 MPPDC reserves the right to reject all Bids.

6.2.2 MPPDC reserves the right to reject any Bid not accompanied by the required items in the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 MPPDC reserves the right, but is not required, to waive nonmaterial irregularities in a Bid. If the MPPDC awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by MPPDC and who is not rejected by MPPDC for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to MPPDC all of the items required by the Bidding Documents.

6.3.2 MPPDC will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with MPPDC procedures. The representative of the MPPDC may select the Alternates to be used in determining the low Bidder. After determination

of the apparent low Bidder has been made, MPPDC will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 MPPDC will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus or minus the amounts of all Alternates to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates MPPDC has elected to be included in the Contract Sum as of the time of award.

6.3.4 The MPPDC will post the Bid results in a public place at the address where the Bids are received.

6.3.5 MPPDC will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 20 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to MPPDC all of the following items:

1. Three originals of the Agreement signed by Bidder.
2. Certificates of Insurance.
3. Names of all Subcontractors, with their addresses, telephone number, facsimile number, email address, contact person, portion of the Work, Virginia contractor license number, and designation of any Subcontractor as a Small-, Women- or Minority-owned Business Enterprise (SWAM) or Disabled Veteran Business Enterprise (DVBE). Evidence, as required by MPPDC, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
4. The final construction schedule for the project.
5. Cost Breakdown as may be required.

6.3.6 If MPPDC consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to MPPDC all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, MPPDC may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids.

APPENDIX A: BID FORM

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, and General Terms and Conditions of the Contract attached to the Invitation to Bid, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the work on the above-named project, according to the requirements of the Procurement and Contracting Documents, for the following stipulated sum:

BID FOR SCOPE OF WORK

Instructions - Provide at least one and up to three alternatives for construction at or below the available funding level. The descriptions of alternatives will coincide with the required description of alternatives under Section 3 - Description of Services to be Provided and Project Approach, of the Bid Packet.

Alternative No. 1 (Lump sum bid for construction of the walkway using composite or similar decking materials; reference description)

(spell out the bid amount and provide the Arabic Numerals following the dollar sign in parens):

_____ (\$ _____).

Earliest Available Start Date: _____ Anticipated Date of Completion: _____

Alternative No. 2 (Lump sum bid for construction using salt-treated lumber and less durable materials)

(spell out the bid amount and provide the Arabic Numerals following the dollar sign in parens):

_____ (\$ _____).

Earliest Available Start Date: _____ Anticipated Date of Completion: _____

Alternative No. 3 (Other alternative proposal)

(spell out the bid amount and provide the Arabic Numerals following the dollar sign in parens):

_____ (\$ _____).

Earliest Available Start Date: _____ Anticipated Date of Completion: _____

CONTRACT EXECUTION: MPPDC reserves the right to accept or reject any or all proposals or and waive any informalities it determines are in its best interest.

Once a notice to proceed is given, the contractor shall have 15 days to mobilize its equipment on site. Bidder will comply with all conditions of the respective permits governing this project as required.

State Corporation Commission ID Number: _____

EVA Vendor ID or DUNS#: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

BY: _____ DATE: _____

(Signature)

NAME: _____

TITLE: _____

PHONE: _____ E-MAIL: _____

Acknowledgment of Addenda (if applicable):

No. 1, Date _____ Signature _____

No. 2, Date _____ Signature _____

No. 3, Date _____ Signature _____

SIGN CERTIFICATION ABOVE.

RETURN PROPOSAL FORM TO MPPDC. Bidder must return BOTH pages of this Appendix A

APPENDIX B

Licenses, Experience and Statement of Qualifications

(Attach additional pages as necessary)

1. Include a list of your prior projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.

2. Provide the following information with respect to your current license from the Department of Professional and Occupational Regulation, Title 54.1, Chapter 11 of the Virginia Code.

Name _____

License Number _____

License Description _____

Firm Type _____

Rank/Class _____

Initial Certification Date _____

Expiration Date _____

3. Attach proof of current license from the Department of Professional and Occupational Regulation, Title 54.1, Chapter 11 of the Virginia Code.

4. Provide the names of the team members who will perform the Work. For each team member, please list their education, professional certifications and licensure, length of time employed by the Offeror.

5. If known, provide the names of all proposed subcontractors and state the amount of previous work experience with the subcontractor. By proposing such firms or individuals, you assume full liability for the subcontractor's performance.

APPENDIX C

Standard Terms & Conditions

The following provisions shall be incorporated by reference into any contract awarded under this solicitation:

Definitions

“Contract Documents” means all documents that constitute any legal and binding agreement between the Contractor and Middle Peninsula Planning District Commission (MPPDC), including these Standard Terms and Conditions.

“Contract Period” means the time period from the time that Contractor first becomes legally bound to provide goods or services to MPPDC in response to a Solicitation until all of Contractor’s contractual obligations to MPPDC, arising out of the Solicitation, cease.

“Obligations” means any and all legal obligations of Contractor under any Contract Documents.

“Solicitation” means the vehicle by which MPPDC solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Qualifications, MPPDC policy, or Virginia law.

1. **Assignment of Contract.** This Contract may not be assigned in whole or in part without the written consent of MPPDC.
2. **Attorneys’ Fees.** Should MPPDC employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract or Contractor’s Obligations (ii) assist in enforcing or defending any of MPPDC’s rights under the Contract, (iii) protect MPPDC’s interest in any matter arising under a contract with Contractor, (iv) collect damages for the breach of a contract or any other amounts owed to MPPDC; or (v) recover on a surety bond given by the Contractor, then MPPDC shall be entitled to recover its attorneys’ fees, costs, charges, and expenses expended or incurred therein from the Contractor if MPPDC prevails in court.
3. **Audit.** The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor’s Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. MPPDC and its authorized agents, state auditors, the grantor of the funds to MPPDC, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.
4. **Authorized to Transact Business in Virginia.** A Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the

required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by MPPDC.

5. Ethics Certifications:

- a. The Contractor certifies that Contractor's response to any Solicitation:
 - i. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a proposal in response to the same solicitation;
 - ii. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - iii. Is in full compliance with the Virginia Conflicts of Interest Act;
 - iv. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - v. Has been prepared without the benefit of being provided information not available to the general public, or other potential offerors, such as insider information known to MPPDC employees or other sources which may have gained such information from interaction with MPPDC employees;
- b. The Contractor has not offered or received any kickback from any other offeror or contractor, supplier, manufacturer, or subcontractor in connection with the proposal on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- c. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning proposals, prices, terms or conditions upon which the contract resulting from the acceptance of its proposal is to be performed;
- d. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this ITB; and
- e. Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. **Correction of Defective Work.** Contractor shall promptly replace or correct any work or materials which MPPDC rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, MPPDC shall have the right to replace or correct the defective work or materials and Contractor shall be liable to MPPDC for the cost thereof. If, in the opinion of MPPDC, it is not expedient to correct or replace all or any part of rejected work or materials, then MPPDC, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in MPPDC's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

7. **Contractual Claims Procedure**

- a. Contractual claims or disputes by Contractor against MPPDC, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Commission written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- b. MPPDC, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- c. If the Contractor disagrees with the decision of MPPDC concerning any pending claim, the Contractor shall promptly notify MPPDC by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of MPPDC or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by MPPDC, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- d. MPPDC's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

8. **Counterparts and Electronic Signatures.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Contract or any counterpart hereof to produce or account for the other counterpart. The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

9. **Debarment.** By submitting a proposal, Contractor is certifying that it is not currently debarred by the Commonwealth of Virginia or MPPDC.

10. **Drug-free Workplace.**

During the performance of this Agreement, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of Work done in connection with a specific contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

Contractor shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Contractor, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

11. **Employment Discrimination Prohibited.** During the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor.

Contractor will include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order of over \$10,000, including but not limited to any agreement with Contractor, so that the provisions will be binding upon each subcontractor or vendor.

12. **Entire Agreement.** This Contract contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Contract alone sets forth the terms on which the Parties have mutually agreed.

13. **Ethics in Public Contracting.** The provisions contained in Virginia Code §§ 2.2-4367 through 2.2-4377, shall be applicable to all contracts solicited or entered into by MPPDC. A copy of these provisions may be obtained from MPPDC upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interests Act (§ 2.1-348 et. seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

14. **Exemption from Taxes.** MPPDC is exempt from state sales tax and federal excise tax. Tax Exemption Certificates indicating MPPDC's tax-exempt status will be furnished by MPPDC upon request.

15. **Governing Law and Forum Selection.** This Contract shall be governed by, and construed in accordance with, the laws of Virginia without regard for Virginia's conflicts of laws rules. Venue for any litigation arising from this Contract shall only be proper in the Circuit Court of the County of Middlesex, Virginia or in the General District Court of the County of Middlesex, Virginia if the amount in controversy is within the jurisdictional limit of each court, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

16. **Headings.** The headings used in this Contract, or any other Contract, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

17. **Immigration Reform and Control Act of 1986.** By accepting a contract award, Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

18. **Indemnification.** Contractor shall indemnify, keep and save harmless MPPDC, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against MPPDC in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against MPPDC in any such action, Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend MPPDC as herein provided.

19. **Insurance.** The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:

- a. Worker's Compensation and Employer's Liability. Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
 1. Bodily Injury by accident, \$500,000 for each accident;
 2. Bodily Injury by disease, \$500,000 policy limit;
 3. Bodily Injury by disease, \$500,000 for each employee.
- b. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 18 of this Agreement entitled "Indemnification". This policy shall be endorsed to include MPPDC as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by MPPDC. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:
 1. \$1,000,000 for each occurrence involving bodily injury;
 2. \$1,000,000 for each occurrence involving property damage;
 3. \$2,000,000 aggregate limits.
- c. Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:
 1. \$1,000,000 for each occurrence involving personal injury;
 2. \$1,000,000 for each occurrence involving property damage;
 3. \$2,000,000 aggregate limits.
- d. The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

MPPDC reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against MPPDC.

Insurance policies shall provide for notification to MPPDC of non-payment of any premium and shall give MPPDC the right to make the premium payment thereunder within a reasonable time, if

the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by MPPDC shall be deducted from amounts due Contractor under the Contract.

20. **Liability Coverage.** Unless otherwise expressly excepted in the Solicitation documents prepared by MPPDC, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and MPPDC from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name MPPDC, Virginia and the "MPPDC" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to MPPDC, the Contractor shall provide MPPDC with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give MPPDC at least 30 days' notice prior to cancellation or other termination of such insurance.

21. **Minority and Women-Owned Business Enterprise and Small Business Certification.** Contractor shall use reasonable efforts to use minority and women-owned business enterprises and small businesses for Work on the Project.

22. **Modification.** Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

23. **Non-Appropriation of Funds.** It is understood and agreed between the parties herein that MPPDC shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling MPPDC's Obligations with respect to the Contract Documents. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and MPPDC shall not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. MPPDC will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by MPPDC, but failure to give such notice shall be of no effect and MPPDC shall not be obligated under the Contract beyond the date of termination specified in MPPDC's written notice.

24. **Non-Discrimination pursuant to Virginia Code § 2.2-4343.1.** Be advised that MPPDC does not discriminate against faith-based organizations. Contractor shall not discriminate against faith-based organizations during the performance of this Contract.

25. **Notices.** All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either: (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or (b) transmitted by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to MPPDC shall be sent to:

Curtis Smith, Deputy Director
Middle Peninsula Planning District Commission
125 Bowden Street
P.O. Box 286
Saluda, Virginia 23149
csmith@mppdc.com

With a copy, which shall not constitute notice, to:

Heather Hays Lockerman, Esquire
Sands Anderson, PC
P.O. Box 1998
Richmond, VA 23218-1998
hlockerman@sandsanderson.com

26. **Notice of Required Disability Legislation Compliance.** MPPDC is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990. Specifically, MPPDC, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows Section 504 of the Rehabilitation Act of 1973.

27. **Payment to Subcontractors Under Virginia Code § 2.2-4354.**

- a. Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by MPPDC for work performed by any subcontractor under this Contract:
 - 1) Pay the subcontractor for the proportionate share of the total payment received from MPPDC attributable to the work performed by the subcontractor under the Contract;
or
 - 2) Notify MPPDC and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall provide its federal employer identification number to MPPDC.
- c. Contractor shall pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from MPPDC for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subdivision a(2), above.

- d. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.
- e. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements to each lower-tier subcontractor.
- f. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of MPPDC.

28. **Safety.**

- a. All Contractors and subcontractors performing services for MPPDC are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and city safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- b. Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by Contractor's operation in connection with the work.
- c. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- d. The provisions of all rules and regulations governing safety as adopted by the Virginia Safety and Health Codes Board and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Contract.

29. **Severability.** If any provision or any part of a provision of the Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

30. **Substitutions.** No substitutions, including key personnel, or cancellations are permitted after award without written approval by MPPDC Administrator or its designee.

31. **Termination and Cancellation.** MPPDC has the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and MPPDC.

MPPDC has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of MPPDC. If a contract is terminated in whole or in part for the convenience of MPPDC, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

32. W-9 Form. Contractor will submit a completed W-9 form if it has not already submitted one with its proposal. This information is required in order to issue purchase orders and payments to Contractor.

33. Waiver. The failure of MPPDC or Contractor to insist upon the strict performance of any provisions of the Contract, the failure of MPPDC or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by MPPDC of any act by Contractor requiring MPPDC's consent or approval shall not be construed to waive or render unnecessary the requirement for MPPDC's consent or approval of any subsequent similar act by Contractor. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged.

34. Warranties. If applicable, Contractor warrants to MPPDC that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to MPPDC the full contract price agreed to by MPPDC to be paid for the supplies, materials, equipment or services furnished under the proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to MPPDC.

35. Work Site Damages. Any damages, including damage to finished surfaces, resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of MPPDC at the Contractor's expense.