

**Middle Peninsula Chesapeake Bay Public Access Authority  
Middle Peninsula Planning District Commission  
JOINT REQUEST FOR PROPOSALS Municipal Dredge Water Management 1**

**ISSUE DATE:** [June 29, 2026]  
**DUE DATE:** [July 29, 2026]  
**TIME:** [12:01 PM]  
**RFP #:** [Municipal Dredge Water Management 1]  
**TITLE:** Professional Planning and Engineering Services –  
Development of Regional Dredging Program and General  
Water Management Planning Services

**ISSUING AGENCY:**  
**Middle Peninsula Chesapeake Public Bay Access Authority  
Middle Peninsula Planning District Commission**

**SCOPE OF WORK SUMMARY:** Middle Peninsula Chesapeake Bay Public Access Authority and the Middle Peninsula Planning District Commission (collectively “Middle Peninsula Partners”) solicit proposals from one or more qualified engineering firms to assist with the development of a regional dredging program and general water management services.

**PROCUREMENT REPRESENTATIVE:** Lewis L. Lawrence, Executive Director, Middle Peninsula Chesapeake Bay Public Access Authority (PAA) and Managing Director, Middle Peninsula Planning District Commission (MPPDC)  
llawrence@mppdc.com

**Mailing Address:**  
P.O. Box 399  
Shackelfords, VA 23156

**Physical Address:**  
4521 Lewis B. Puller Memorial Highway  
Mattaponi, VA 23110

All responses to this RFP 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 [12:01] [P.M.] EST on \_\_\_\_\_ July 29 \_\_\_\_\_, 2026 to Lewis L. Lawrence, Executive Director, Middle Peninsula Chesapeake Bay Public Access Authority (PAA) located at 4521 Lewis B. Puller Memorial Highway, Mattaponi, VA 23110. Any

proposals that are submitted by phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. *It is the Offeror's sole responsibility to ensure all information; including addendums are complete and delivered on time.* The Middle Peninsula Partners reserve the right to reject any and all proposals and to waive informalities. Because proposals must be delivered to the address above for PAA, if PAA closes its offices due to inclement weather, scheduled receipt of proposals will be extended to the next business day, same time.

*Note: PAA-MPPDC do 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.*

## **I. Introduction**

### **A. Scope of Work**

Recurring storms and coastal weather events continue to deposit significant volumes of sediment within the Middle Peninsula's navigable waterways, reducing channel depths and restricting access to existing piers, docks, marinas, boat ramps, and moorings. As a result, both commercial and recreational marine traffic are increasingly unable to safely navigate these waterways. At the same time, flooding, shoreline erosion, and storm-related damages are creating substantial economic challenges for the region, threatening public infrastructure, private property, maritime commerce, tourism, and the long-term stability of local government real estate tax revenues.

In response to requests from counties and towns throughout Virginia's Middle Peninsula, the Middle Peninsula Chesapeake Bay Public Access Authority (PAA) and the Middle Peninsula Planning District Commission (MPPDC) are partnering to develop and implement cross sectoral regional solutions to these growing water management challenges. The PAA serves as the governmental entity of record with the statutory authority and responsibility to develop and deliver dredging solutions that enhance public access, navigability, and community resilience.

To address these challenges, the Middle Peninsula Partners require professional engineering, planning, environmental, and program management services to support the development and implementation of a municipal dredging program, comprehensive regional water management initiatives, including Public Private Partnership (P3) related to maritime transportation. This effort is occurring at a time when communities are experiencing increasing impacts from recurrent flooding, shoreline erosion, and sedimentation while simultaneously facing reductions and uncertainty in federal funding sources. These circumstances underscore the need for concurrent and sustainable regionally operated municipal dredging program and water resource management program.

At this stage of program development, the Middle Peninsula Partners anticipate requiring (from time to time) professional services in the following areas: Program Management; Coastal Engineering and Restoration; Dredging and Sediment Management Planning; Land Acquisition and Real Estate Services; Climate Adaptation and Resiliency Planning; Environmental Permitting and Regulatory Compliance; Hydrologic, Hydraulic, and Sediment Modeling; Technical and Economic Analysis; Cost-Benefit Analysis; Community and Stakeholder Engagement; Grant Development, Administration, and Consulting; Environmental and Infrastructure Assessments; Engineering Design; Construction Management; Post-Construction Monitoring and Services; and Public Outreach and Communications. Additional information regarding these service categories is **provided in Appendix A.**

Currently, the Middle Peninsula Partners are focused on leveraging grant, loan, and other public financing opportunities to advance a comprehensive range of cross sectoral water resource management initiatives from planning through implementation. Priority emphasis is being placed on addressing regional dredging needs while simultaneously developing a Regional Municipal Dredging Program designed to provide participating local governments with greater consistency, predictability, operational flexibility, and cost efficiencies. As project opportunities emerge and program needs evolve, additional planning, engineering, regulatory, environmental, and implementation services may be required to support the successful development and execution of projects throughout the region.

**B. Competitive Negotiation.**

*This procurement is a joint effort by the Middle Peninsula Partners pursuant to Virginia Code § 2.2-4304 and shall utilize competitive negotiation, pursuant to §§ 2.2-4302.2.*

**C. Pre-Proposal Meeting**

There will be no pre-proposal meeting.

**D. Communications Prior to the Response Deadline.**

Any communication pertaining to this solicitation must be made in **writing** to:

**Lewis L. Lawrence, Managing Director**  
**llawrence@mppdc.com**

**Mailing Address:**  
P.O. Box 399  
Shackelfords, VA 23156

**Physical Address:**

4521 Lewis B. Puller Memorial Highway  
Mattaponi, VA 23110

No substantive questions will be answered except as provided by Part I.D. above. Any revisions to the solicitation will be made only by addendum issued by the procurement representative and posted to the MPPDC.com website.

## **II. Proposal Format.**

The proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. Project partners are not looking for every response to have expertise in every category. Full service, specialized or targeted service responses are encouraged. Proposals shall be printed in English. A table of contents shall be provided, and pages and exhibits numbered in an organized manner. All proposals 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 proposal in the order listed are:

1. Cover Sheet
2. Proposal Form
3. Description of Services to be Provided and Project Approach
4. Qualifications and Experience of the Firm and Project Team
5. References
6. Response Capability
7. Insurance
8. Other Supporting Data
9. Submission of Proprietary Information

### **Section 1 – Cover Sheet**

The cover sheet must include the name and address of the Firm, the name and phone number (and address if different from the Firm address) of a key representative who is knowledgeable about the proposal. It must be signed, in ink, by an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice president, or general partner require the Firm to include in its response documentation that the individual is empowered to bind the company or partnership.

### **Section 2 – Proposal Form**

Proposal shall include the completed Proposal Form (**Appendix D**).

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

The Firm shall clearly describe its understanding of the scope of services and its proposed methodology for executing the various components of this work. Responses should demonstrate comprehensive and topical expertise in land use planning, business, financial, operational, regulatory, and strategic planning elements required to establish, implement, and sustain a municipal dredging program and related water management services.

Financial expertise should specifically include the full lifecycle management of funding sources, including the identification, pursuit, administration, compliance, disbursement, and receivables management of grants and loans. Firms should also demonstrate capability in program development, governance structuring, funding strategy formulation, implementation planning, operational systems development, stakeholder coordination, and long-term asset and material management.

Firms are encouraged to describe expertise in real-estate acquisition, site development , zoning, land use, and environmental regulations and permitting at the local, state, and, where applicable, federal levels necessary to support dredge material upland holding site(s).

Responses shall also highlight experience in delivering integrated water management services that address municipal program development, dredging, shoreline erosion, recurrent flooding, and broader coastal resilience challenges on private and public property. This includes innovative approaches to dredged material management, including beneficial reuse and commercialization strategies. Demonstrated experience should reflect the ability to protect and stabilize the real estate tax base of local governments while enhancing environmental quality and supporting long-term community sustainability.

Additionally, the Firm should provide relevant examples of regional municipal program development, including the successful design, implementation, and administration of multi-jurisdictional service delivery models. Experience utilizing Virginia's Public-Private Partnership (P3) statute to advance infrastructure, water/material management, or maritime initiatives should be clearly documented.

The proposed municipal dredging program shall encompass all aspects of planning, implementation, and systems integration necessary to ensure efficient, effective, and coordinated program delivery. This includes aligning dredging operations with broader water management strategies and maritime transportation needs to maintain navigable waterways and support functional working waterfronts.

The ultimate objective is to develop and administer a scalable and sustainable regional framework that delivers consistency, predictability, and cost efficiencies for developing and managing water management and dredging solutions. The program shall ensure the reliable execution of public dredging activities, strengthen maritime transportation networks, mitigate erosion and flooding impacts, and protect the long-term fiscal health of local governments across a large, multi-jurisdictional service area.

#### **Section 4 – Qualifications and Experience of the Firm and Project Team**

For each Firm that anticipates working on this matter, provide their anticipated responsibilities, education, relevant professional experience, length of time employed by the Firm, and professional licensure.

If the Firm intends to subcontract any of the Work, provide the names of all proposed subcontractors and state the amount of previous work experience with the subcontractor. By proposing such firms or individuals, the Firm assumes full liability for the subcontractor's performance.

Include a list of the Firm's prior projects which contain work similar or related to that called for in this RFP and, at a minimum, include for each project listed: 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.

#### **Section 5 – References**

Give name, address, and telephone number of references for whom similar work has been performed. The Middle Peninsula Partners may contact these and other known references to discuss the past performance of the Firm and project team.

#### **Section 6 – Response Capability**

Give an overview of the workload priority to be assigned to this project and staffing available relative to the Firm's ability to commence work quickly. Work may be inconsistent as grants open and close.

#### **Section 7 – Insurance**

Insurance of the types and in the amounts set forth in the terms and conditions shall be purchased and maintained by the Firm during the life of the Contract.

#### **Section 8 – Other Supporting Data**

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

#### **Section 9 – Submission of Proprietary Information (Submit Under Separate Cover)**

Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Firm must specifically invoke the protections of Virginia Code § 2.2-4342 or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Firm must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information and must state the reasons why protection is necessary. Firms 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 proposal and be clearly identified as containing proprietary and/or copyrighted information.

- a. Any Firm shall identify a trade secret or proprietary information by clearly stating “Trade Secret” or “Proprietary Information” adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Firm shall state the reasons why protection is necessary on a separate page of the proposal.
- b. Any Firm shall not identify as a trade secret or proprietary information those sections of the proposal that are material to the Middle Peninsula Partners’ ultimate award of the contract.
- c. The Middle Peninsula Partners reserves the right to contact a Firm and to request that the Firm explain or clarify why the Firm identified certain information as a trade secret or as proprietary information.
- d. No Firm shall identify their complete proposal as a trade secret or proprietary information.

All information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

### **III. Submittal Instructions.**

A. Neither PAA nor MPPDC is a “local public body”. Submit four (4) hard copies and two (2) thumb drive copies of your proposal to: [ ] HUB 33 receptionist, located at 4521 Lewis B. Puller Memorial Highway Mattaponi, VA 23110 ]. Each proposal shall be received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or e-mail shall be rejected.

B. An authorized representative of the Firm shall sign proposals.

C. Proposals should clearly respond to the Scope of Work. All information requested in this solicitation should be submitted focusing on the areas of expertise provided. Failure to submit all information requested may result in the proposal being deemed non-responsive. Proposals which are deemed non-responsive, incomplete, or lack key information may be rejected in full by the Middle Peninsula Partners.

D. Proposals should be organized in the order described above in Section III.

E. All pages of the proposal should be numbered.

F. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to the Middle Peninsula

Partners' 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.). Proposals shall not be available for inspection by Firms until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the public, except those portions of the proposals that were properly and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.

G. Any contact with any Middle Peninsula Partners representative, other than that outlined above, concerning this RFP is **prohibited**. Such unauthorized contact may disqualify a Firm from this procurement.

H. The Middle Peninsula Partners will not assume responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be pursuant to Part II.D and E. above.

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

J. **ANY PROPOSAL RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE OFFEROR, UNOPENED. FAILURE TO COMPLETE FORMS AS REQUIRED MAY RESULT IN THE OFFEROR BEING DETERMINED "NON – RESPONSIVE."**

#### IV. Contract Award.

##### A. Award

The Middle Peninsula Partners intend to enter a contract for the services solicited under this RFP with **one or more competent, responsive, responsible firm(s)** after using the competitive negotiation process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301, 2.2-4302.2 and 2.2-4303. The RFP outlines the Middle Peninsula Partners' process for selecting the best proposal(s) plus the major elements of the subsequent contract resulting from this selection. The Middle Peninsula Partners will base its recommendation on the "Evaluation Criteria" set forth in this RFP along with past performance and references of each Firm.

The Middle Peninsula Partners may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. See Virginia Code § 2.2-4359(D). Should the Middle Peninsula Partners determine in writing and in its sole discretion that only one (1) Firm is fully qualified, or that one (1) Firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Firm.

##### B. Evaluation Criteria

The Middle Peninsula Partners will base the initial and final evaluation on the following criteria:

Evaluation Criteria (numerical score of 1-5 will be used for each criterion with 5 being the highest score).

1. Relevant Qualifications, Experience & References
2. Feasibility and Quality of Description of proposed approach to Work.
3. Availability to begin work immediately following contract award or when work is becomes available.
4. Willingness to match the cost of services based on grant fund availability, including hourly, set fee, term limited etc. (PAA and MPPDC rely primarily on grants which are awarded or are likely to be awarded in the future and will likely be used for payment for professional services).
5. Financial/Legal History

**C. Posting of Award**

Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Middle Peninsula Partners will publicly post such notice at the [ Hub 33, principal office for PAA and MPPDC ], and also on the [ MPPDC.com ].

**D. Term**

The Contract shall be for services provided with varied or consistent duration depending on funding sources and various grants including start and end dates. Contract can be renewed annually for no more than 3 consecutive years or the maximum length of time permitted by Virginia law.

**E. Payment Terms:**

Monthly, quarterly or other depending on various grant program reimbursement schedules. Winning firm(s) should understand that work is or can be grant dependent and that selection may not result in immediate work but phased work or future work.

**Appendix A**  
**LIST OF ANTICIPATED PROFESSIONAL SERVICES NEED**

***Responders shall clearly identify all response services topical areas which expertise exists with required supporting documentation. Again, Middle Peninsula Partners are not looking for nor expecting any one firm to have all services needed.***

***Program Management Services***

Program development and management

Master planning

Project management

Scheduling

Construction management and oversight

Value Engineering

Grant development, support and execution including grant life cycle management and reimbursements

***Coastal Restoration, Water Management & Engineering***

Alternatives analysis with multi-criteria decision making

Living shoreline and soft shoreline planning and designs

Flood protection and erosion control planning and design

Breakwaters and wave attenuation systems

Revetment and bulkhead design

***Planning for Dredging & Sediment Management***

Navigational dredging planning, design, and permitting

Sediment management and beneficial reuse strategy development

Beach nourishment and capping

Dredged material management placement analysis, design, implementation oversight, and execution

***Climate Adaptation & Resiliency***

Sea level rise and storm impact assessments

Nature-based infrastructure planning

Adaptive management frameworks

Grant development, support and execution including grant life cycle management and reimbursements

***Land Use Planning and Transportation***

Land acquisition and real-estate transactions

Deed/ easement research and recordation  
Zoning, Chesapeake Bay Preservation Act, E&S Control  
Surface Transportation planning (water and land)  
VDOT road standards and rural transportation planning  
Public Private Partnership (P3)  
Tidal wetlands and Non tidal wetlands

***Environmental Permitting & Compliance***

Permit applications and environmental review  
Construction compliance support  
Monitoring and mitigation planning

***Modeling & Technical Analysis***

Hydrodynamic and sediment transport modeling  
Wave analysis and shoreline change modeling

***Community Engagement***

Stakeholder facilitation and outreach  
Educational support for community resilience

***Management & Consulting***

Program Development & Management  
Master Planning  
Compliance Monitoring and Management  
Operations & Maintenance (O&M) Management and Oversight  
Habitat Management Plan Development and Implementation Oversight  
Grant Application & Administration

***Assessments & Planning***

Site Selection & Alternatives Analyses  
Modeling (Coastal, Sediment Transport, Etc.)  
Project Development  
Feasibility Studies  
Watershed Action Plans  
Watershed Assessments  
Floodplain Studies / Determinations

***Design***

Concept Plans  
Engineering

Construction Drawings & Specifications  
Cost Estimating  
Erosion & Sediment Control  
Construction Bidding & Procurement Support Services

***Permitting***

Alternatives Analysis  
Federal, State, County, City & Local Permitting  
Public Hearings  
Compliance Inspection & Monitoring  
Regulatory Review Assistance

***Construction Management***

Constructability Reviews  
Project Scheduling  
Surveying & Construction Stakeout Coordination  
Erosion & Sediment Control Monitoring  
Construction Oversight & Inspection  
Davis Bacon requirements

***Post-Construction Services***

As-built Drawings  
Photographic Documentation  
Adaptive Management Planning  
Monitoring

***Public Outreach***

Stakeholder Facilitation  
Training & Education Workshops  
Renderings & Environmental Marketing Materials  
Information Dissemination  
PowerPoint Presentations

## **APPENDIX B: General Conditions and Instructions to Offerors**

1. **COMPETITION INTENDED:** It is the Middle Peninsula Partners' intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Middle Peninsula Partners' procurement representative in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The procurement representative must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.
2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the procurement representative whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the procurement representative. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for receipt of proposals.
3. **WITHDRAWAL:**
  - a. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the procurement representative, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Offeror work sheets, etc. If bid bonds were tendered with the proposal, the Middle Peninsula Partners may exercise its right of collection.
  - b. No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Offeror who, is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
4. **ERRORS:** Erasures in proposals must be initialed by the Offeror. Carelessness in preparation of proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error.
5. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the

**APPENDIX B:  
General Conditions and Instructions to Offerors**

proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6. **DEBARMENT STATUS:** By submitting a proposal, Offeror certifies that it is not currently debarred from submitting bids or proposals on contracts by the Middle Peninsula Partners, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Middle Peninsula Partners or any agency, public entity/locality or authority of the Commonwealth of Virginia.
7. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Virginia Public Procurement Act shall be applicable to all contracts solicited or entered into by the Middle Peninsula Partners. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.
8. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any of the Middle Peninsula Partners' representatives or employees, other than the procurement representative, after the date and time established for receipt of proposals. Any contact initiated by a Firm with any Middle Peninsula Partners representative, other than the procurement representative, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

**APPENDIX C: Standard Terms & Conditions**

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

**Definitions**

“Contract Documents” means all documents that constitute any legal and binding agreement between the Contractor and the Middle Peninsula Partners, 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 the Middle Peninsula Partners in response to a Solicitation until all of Contractor’s contractual obligations to the Middle Peninsula Partners, 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 the Middle Peninsula Partners 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, the Middle Peninsula Partners policy, or Virginia law.

1. **Assignment of Contract.** This Contract may not be assigned in whole or in part without the written consent of the Middle Peninsula Partners.
2. **Attorneys’ Fees.** Should the Middle Peninsula Partners employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract or Contactor’s Obligations (ii) assist in enforcing or defending any of the Middle Peninsula Partners’ rights under the Contract, (iii) protect the Middle Peninsula Partners’ 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 the Middle Peninsula Partners; or (v) recover on a surety bond given by the Contractor, then the Middle Peninsula Partners shall be entitled to recover its attorneys’ fees, costs, charges, and expenses expended or incurred therein from the Contractor if the Middle Peninsula Partners 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. The Middle Peninsula Partners and its authorized agents, state auditors, the grantor of the funds to the Middle Peninsula Partners, 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 the Middle Peninsula Partners.
  
5. **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 the Middle Peninsula Partners' employees or other sources which may have gained such information from interaction with the Middle Peninsula Partners' 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

**APPENDIX C:  
Standard Terms & Conditions**

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 RFPs; 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 the Middle Peninsula Partners rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, the Middle Peninsula Partners shall have the right to replace or correct the defective work or materials and Contractor shall be liable to the Middle Peninsula Partners for the cost thereof. If, in the opinion of the Middle Peninsula Partners, it is not expedient to correct or replace all or any part of rejected work or materials, then the Middle Peninsula Partners, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in the Middle Peninsula Partners' 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 the Middle Peninsula Partners, 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.

**APPENDIX C:  
Standard Terms & Conditions**

- b. The Middle Peninsula Partners, 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 the Middle Peninsula Partners concerning any pending claim, the Contractor shall promptly notify the Middle Peninsula Partners 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 the Middle Peninsula Partners or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the Middle Peninsula Partners, 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. The Middle Peninsula Partners' 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 the Middle Peninsula Partners.
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 a.(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 the Middle Peninsula Partners. A copy of these provisions may be obtained from the Middle Peninsula Partners 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.** The Middle Peninsula Partners is exempt from state sales tax and federal excise tax. Tax Exemption Certificates indicating the Middle Peninsula Partners' tax-exempt status will be furnished by the Middle Peninsula Partners 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 the Middle Peninsula Partners, 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 the Middle Peninsula Partners 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 the Middle Peninsula Partners 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 the Middle Peninsula Partners as herein provided.
19. **Insurance**

**APPENDIX C:  
Standard Terms & Conditions**

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 the Middle Peninsula Planning District Commission and the Middle Peninsula Chesapeake Bay Public Access Authority as additional insureds during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Middle Peninsula Planning District Commission and the Middle Peninsula Chesapeake Bay Public Access Authority. 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.

The Middle Peninsula Partners 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 the Middle Peninsula Partners.

Insurance policies shall provide for notification to the Middle Peninsula Partners of non-payment of any premium and shall give the Middle Peninsula Partners 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 the Middle Peninsula Partners shall be deducted from amounts due Contractor under the Contract.

**20. 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.

- 21. **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.

- 22. **Non-Appropriation of Funds.** It is understood and agreed between the parties herein that the Middle Peninsula Partners 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 the Middle Peninsula Partners' 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 the Middle Peninsula Partners shall not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The Middle Peninsula Partners will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Middle Peninsula Partners, but failure to give such notice shall be of no effect and the Middle Peninsula Partners shall not be obligated under the Contract beyond the date of termination specified in the Middle Peninsula Partners' written notice.

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

- 24. **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, telegram, telex, telecopy or facsimile transmission, 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 the Middle Peninsula Planning District Commission and the Middle Peninsula Chesapeake Bay Public Access Authority shall be sent to:**

**Lewis L. Lawrence, Executive Director  
Middle Peninsula Chesapeake Bay Public Access Authority and Managing  
Director for MPPDC  
llawrence@mppdc.com**

**Mailing Address:**

P.O. Box 399  
Shackelfords, VA 23156

**Physical Address:**

4521 Lewis B. Puller Memorial Highway  
Mattaponi, VA 23110

***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

25. **Notice of Required Disability Legislation Compliance.** The Middle Peninsula Partners 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, the Middle Peninsula Partners, 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.

**26. Use of Child Labor Prohibited.** Pursuant to Section 2.2-4311.4 of the Code of Virginia and applicable Board policy, during performance of this Contract, the Contractor agrees that it shall not use forced or indentured child labor. "Forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties. The Contractor shall include the provisions of foregoing sentences in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**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 the Middle Peninsula Partners for work performed by any subcontractor under this Contract:
  - 1) Pay the subcontractor for the proportionate share of the total payment received from the Middle Peninsula Partners attributable to the work performed by the subcontractor under the Contract; or
  - 2) Notify the Middle Peninsula Partners 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 the Middle Peninsula Partners.
- 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 the Middle Peninsula Partners 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 the Middle Peninsula Partners.

**28. Safety.**

- a. All Contractors and subcontractors performing services for the Middle Peninsula Partners 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 the Middle Peninsula Partners Administrator or their designee.

**31. Termination and Cancellation.** The Middle Peninsula Partners 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 the Middle Peninsula Partners.

The Middle Peninsula Partners 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 the Middle Peninsula Partners. If a contract is terminated in whole or in part for the convenience

of the Middle Peninsula Partners, 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 the Middle Peninsula Partners or Contractor to insist upon the strict performance of any provisions of the Contract, the failure of the Middle Peninsula Partners 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 the Middle Peninsula Partners of any act by Contractor requiring the Middle Peninsula Partners' consent or approval shall not be construed to waive or render unnecessary the requirement for the Middle Peninsula Partners' 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 the Middle Peninsula Partners 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 the Middle Peninsula Partners the full contract price agreed to by the Middle Peninsula Partners 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 the Middle Peninsula Partners.

**APPENDIX C:  
Standard Terms & Conditions**

**29. 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 the Middle Peninsula Partners at the Contractor's expense.

**Appendix D: PROPOSAL FORM**  
**RFP No. Municipal Dredge Water Management 1**  
**JOINT PROCUREMENT FOR ENGINEERING PLANNING SERVICES RE**  
**DEVELOPMENT OF REGIONAL DREDGING PROGRAM**

IN COMPLIANCE WITH THIS RFP AND ALL THE CONDITIONS IMPOSED IN THIS RFP, THE UNDERSIGNED FIRM HEREBY OFFERS AND AGREES TO FURNISH THE SERVICES DESCRIBED IN THE ATTACHED PROPOSAL, AND THE UNDERSIGNED FIRM HEREBY CERTIFIES THAT ALL INFORMATION IS TRUE, CORRECT AND COMPLETE.

**State Corporation Commission ID Number:** \_\_\_\_\_

**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature in Ink)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EVA Vendor ID or DUNS#:

\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

**Acknowledgment of Addenda:**

No. 1, Date \_\_\_\_\_ Signature \_\_\_\_\_

No. 2, Date \_\_\_\_\_ Signature \_\_\_\_\_

No. 3, Date \_\_\_\_\_ Signature \_\_\_\_\_

**SIGN CERTIFICATION ABOVE.**  
**RETURN PROPOSAL FORM AS REQUIRED BY INSTRUCTIONS ABOVE**