



A Quality Project Completed Safely and Timely by a Professional Team

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2024-023 Kimberly Mills (Williamsburg) Counselors Close Drainage & Site Improvements Area #1 Rev #1

ATTENTION Kimberly Mills	PHONE 757-565-6200	FAX N/A	MOBILE N/A
COMPANY Town Management	DATE 7-15-24	E-MAIL kimberly@townmanagement.net	
STREET P.O. Box 5010	PROJECT NAME 2024-023 Kimberly Mills (Williamsburg) Counselors Close Drainage & Site Improvements Area #1 Rev #1		
CITY, STATE & ZIP CODE Williamsburg, Va. 23188	PROJECT LOCATION Counselors Way 638, 640, & 642		
ARCHITECT / ENGINEER / PLAN DATE Structures Group / Revised Plans Dated 4-11-24	PROJECT NAME 2024-023 Kimberly Mills (Williamsburg) Counselors Close Drainage & Site Improvements Area #1 Rev #1		

PROPOSAL NOTES:

1. This budget proposal expires within 30 days of the submission unless signed by both parties. The signature blocks are at the bottom of this proposal.
2. This budget proposal contains material cost items that the price of the item may vary at the time the proposal is accepted. This additional material cost will be adjusted at the time of the contract signing.
3. This budget proposal is an offer subject to credit and contract review and approval. Budgets are estimated based on standard payment terms and conditions and estimated cost could vary pending credit review and acceptance of standard terms and conditions.
4. General Payment Terms: 30% deposit is due upon signing of proposal / contract before Massie Construction & Land Management LCC can begin work. This deposit covers our mobilization cost / general conditions and allows us to purchase all the pipe material and get it order immediately. Sometimes the Nyloplast structures can have a delay in delivery. Massie Construction & Land Management LLC will then turn in monthly invoices on the 25th of every month after.
5. Payment of each invoice is due within 15 days of the invoice date. Overdue balances will be subject to a late

payment fee of 5%, which will be charged monthly until the balance is paid in full.

DESCRIPTIONS:

We are pleased to submit this proposal to perform the sitework associated with the above-referenced project. This proposal is based on the owner's verbal descriptions of the site and project. This proposal may also be based on the plans drawn up by the above referenced Architect / Engineer with dates as listed below. The scope of work will be limited as described below.

PLANS:

1. Original Plan Date: Structures Group Original Plan Dated 1-26-24 (Based on site walk through with owner.)
2. Revision Plan Date: Structures Group / Revised Plans Dated 4-11-24.
3. Revised Drawing for Area 2 Phase 1C Storm Drain Installation (Provided by MC&LM)
4. Revised Drawing for Area 2 Phase 3B Storm Drain Installation (Provided by MC&LM)

GENERAL CLARIFICATIONS:

1. Any contract agreement resulting from this proposal is contingent on mutually agreed upon contract terms, indemnity language, and construction scheduling and on verification of Owners financing.
2. Permits, testing, licenses, inspection fees, bonds, engineering, and layout are not included in this proposal.
3. This is a total package, base bid scope item breakdown for accounting purposes only. Award of a partial package of selected items will/may require re-pricing.
4. Our pricing is subject to a fuel index on trucking and material freight and or deliveries. Pricing contained herein was calculated on a base fuel rate of \$3.80/gal. When the retail price of diesel as listed on the Federal Energy Administration website for the US Lower Atlantic (PADD1C) District (www.eia.gov/petroleum/gasdiesel/) exceeds \$3.80/gal, a pricing adjustment will be required
5. The proposal is based on current material pricing from local sources. Due to material pricing volatility and supply chain issues beyond our control, pricing and availability of materials are not guaranteed to meet the project requirements or schedule. As such, please note the following conditions associated with our proposal.
 - a. All additional costs related to price escalations and/or obtaining materials at the time of construction from alternate sources due to local unavailability to meet the project schedule, will be the responsibility of the Owner.
 - b. All pricing contained within will require updating/verification prior to the commencement of construction.
 - c. Material pricing is subject to escalation up to date of delivery on site.
6. We accept no responsibility for damage to our work by others.
7. Removal of any hidden items like steel, wood, pipe, concrete or any other items of any type is not included.
8. All traffic control is to be provided by others.
9. Cleanup related to our work operations is included. We assume no responsibility for unidentifiable cleanup.
10. All electric, gas, communication, cable TV and similar lines or facilities are to be relocated or removed as needed by others.
11. Our proposal is based on encountering known existing utilities at the locations and elevations shown on the contract drawings. If utilities or obstructions are encountered that are not as shown on the plans, are shown but are lacking information, require additional exploration or relocation, and/or require redesign all additional work will be charged on a time and material basis.
12. If additional utilities are encountered that are not shown on the plan that hinder our production and/or cause additional exploration, all work will be charged on a time and material basis.
13. All site utilities installed by Massie Construction & Land Management LLC will be run up to 5 foot of the

building and terminated. Massie Construction & Land Management LLC does not hook to any building utilities regardless of who installs first.

14. Notes and clarifications included in this proposal shall be considered a condition of any subcontract or contract agreement and shall be included in all forms of agreements.
15. Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental Work, shall be set forth in writing and signed by both parties prior to the making of such change.
16. Any increase or decrease in the contract price resulting from such change shall be included in such writing. Unless advised otherwise, any job superintendent will have the authority to make any changes unless the customer advises Massie Construction & Land Management LLC. to the contrary.
17. Massie Construction & Land Management LLC shall be provided with suitable access to the work area. If the Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Massie Construction & Land Management LLC to perform its Work in a normal uninterrupted single-shift operation.
18. Items not specifically identified are excluded from our price and proposal.

PROJECT SCHEDULE CLARIFICATIONS:

1. The schedule of work is dependent upon suitable weather and ground conditions.
2. Schedule is subject to change due to adverse weather conditions and material availability.
3. There is the potential for an industry wide shortage of Wood, Vinyl / Plastic and Steel material. Our bid is based on materials being available in a timely manner to complete the project in accordance with a mutually agreed upon schedule. Delays in material availability will require adjustments.
4. Our proposal is based on sufficient unencumbered work areas being provided to us in a timely manner to allow for productive work.
5. Additional costs to perform work outside of the normal construction season and/or under adverse conditions are not included.
6. Unless a time for the performance of the Work is specified, Massie Construction & Land Management LLC shall undertake it in the course of its normal operating schedule.
7. Our proposal is based on a schedule to be mutually agreed upon.

EARTHWORK CLARIFICATIONS:

1. Erosion control as indicated on the bid drawings is included. Any and all erosion control beyond that indicated will be additional.
2. This proposal assumes that all onsite excavation will be suitable as is, in terms of soil classification and moisture content, for placement as fill.
3. This proposal assumes that the existing dirt will be usable without excessive mechanical drying, or additives being used.
4. Excavation and filling are included only to the limits indicated on the plans. Any excavation, undercutting, subgrade manipulation and/or filling beyond these limits are additional.
5. Removal of excess and/or unsuitable material from the site is not included.
6. Importing of fill material is not included.
7. Material is to be moved one (1) time only. Multiple handlings are not included.
8. A maximum topsoil depth of 4" is assumed.
9. Excavation and backfill for electrical and mechanical work (or other trades) is not included.
10. Pre-treatment of soils with pesticides or herbicides is not included.
11. Pricing does not include environmental testing or monitoring.
12. We exclude any responsibility for supervision, testing, removal, disposal, transportation, or inspection of any EPA classified contaminated or hazardous material.
13. Drainage will not be guaranteed on any areas that are designed with less than one percent grade.
14. Depths indicated are to be construed as average depths.
15. If rock of any kind is encountered during the grading and excavation process the work will stop and the rock excavation will have to be addressed in a change order. This proposal does not include any rock

excavation.

PROJECT SPECIFIC CLARIFICATIONS:

1. Notes and clarifications included in this proposal shall be considered a condition of any subcontract / agreement and shall be included in the subcontract agreement.
2. This proposal only includes the items discussed in this proposal and shown in the exhibits.
3. The cost to replace any demoed landscaping to perform the work per the drawings is not included in this proposal per the owner's request.
4. All third-party quality control is excluded from this proposal.
5. In all the yard areas we that are disturbed we will replant them with a contractor's blend seed mixture and apply lime and fertilizer. We will stabilize all these yards area with either EC-2 matting or straw. No sodding is included in this proposal.
6. Anywhere we perform work that there is existing mulch we will replace the mulch with new mulch at the time of final stabilization.
7. We have excluded the cost to locate the private utilities on this project. There is no way to truly provide a budget or estimate for this item based on the age of the site and the number of utilities. We have included the time and management to locate the public utilities through 811.
8. Massie Construction and Land Management has assumed that all excavated dirt on site is suitable for backfill as is. Meaning no drying efforts or add mixtures will be needed to achieve compaction.

2024-023 Kimberly Mills (Williamsburg) Counselors Close Drainage & Site Improvements Area #1 Rev #1 Proposal (Scope of Work Includes):

100. GENERAL CONDITIONS:

- a. Mobilize material, equipment, and trailers.
- b. Contact Miss Utility and generate a utility ticket to have all public utilities marked prior to work starting.
- c. We will locate and pothole any public utilities that are within the work areas.
- d. Project management
- e. Attending owner meetings.
- f. Pickup materials for project
- g. Demobilize from site.

200. Area 1 Phase 1:

- a. Install Erosion Control Items
- b. Perform Clearing and Demo Items
- c. Grade for Concrete, Install Stone Base Place Concrete
- d. Install Storm Drain Tie Ins and Timber Landscape Borders for Splash Guards
- e. Backfill Concrete, Respread Topsoil, Seed Bed Prep, Spread Mulch & Stabilize Site

300. Area 1 Phase 2:

- a. Install Erosion Control Items
- b. Perform Clearing and Demo Items
- c. Install Storm Drain
- d. Grade for Concrete, Install Stone Base Place Concrete
- e. Backfill Concrete, Respread Topsoil, Seed Bed Prep, Spread Mulch & Stabilize Site

400. Area 1 Phase 3:

- a. Install Erosion Control Items

- b. Perform Clearing and Demo Items
- c. Grade for Concrete, Install Stone Base Place Concrete
- d. Backfill Concrete, Respread Topsoil, Seed Bed Prep, Spread Mulch & Stabilize Site

500. Area 1 Phase 4:

- a. Install Erosion Control Items
- b. Perform Clearing and Demo Items
- c. Install Concrete Footings for Steps and Retaining Wall.
- d. Install Retaining Wall and piping and backfill items.
- e. Grade for Concrete, Install Stone Base Place Concrete
- f. Backfill Concrete, Respread Topsoil, Seed Bed Prep, Spread Mulch & Stabilize Site

TOTAL BASE BID: **\$ 169,369.54**

ALTERNATE PRICING:

Customer Initials In
Box If They Plan
To Use Alternate:

Alt. #1: (N/A) **\$ 0.00**

- a. N/A

Customer Initials In
Box If They Plan
To Use Alternate:

Alt. #2: (N/A) **\$ 0.00**

- a. N/A


Customer Initials In
Box If They Plan
To Use Alternate:

Alt. #3: (N/A) **\$ 0.00**

- a. N/A

PROJECT OWNERS SIGNATURE BLOCK:

(If Accepted) Print Owner's Name: Richard Herrmn, President Date: 7/15/24

(If Accepted) Sign Owner's Name:  Date: 7/15/24

VIDEO AND PHOTO RELEASE:

Massie Construction & Land Management LLC would like to request permission to video your project and take photos of the project before, during and after construction. This digital information will be used for advertising purposes only for Massie Construction & Land Management LLC. Please print, sign and date the lines below if you are granting us permission to utilize this digital information for our advertising purposes only. No personal information will be shared in any advertisement.

(If Accepted) Print Owner's Name: _____ Date: _____

(If Accepted) Sign Owner's Name: _____ Date: _____

MASSIE CONSTRUCTION & LAND MANAGEMENT LLC SIGNATURE BLOCK:

(If Accepted) Print Owner's Name: Scott L. Massie Date: 7-16-24

(If Accepted) Sign Owner's Name:  Date: 7-16-24

WORK EXCLUDED:

1. Temporary and permanent relocation of utilities required by the work.
2. Bonds, and Fees.
3. Landscaping and nursery work.
4. Site electrical.
5. Removal, disposal and backfilling of unsuitable material below subgrade.
6. Pavement markings.
7. Acquiring easements or right-of-way.
8. Offsite improvements.
9. Repair of damage to our work due to the work of other contractors or utilities.
10. Pads for mechanical or electrical equipment.
11. Backfilling or bracing of walls.
12. Priming aggregate base.
13. As-built drawings (Mylar or permanent record).
14. Handicap or other required signs.
15. Testing: soil compaction, geotechnical, and proctor or moisture density.
16. Performance bond (we can provide if necessary, but will require additional payment to cover premium cost).
17. Porous fill under slab.
18. Watertight frame and covers.
19. Water service connections and meter settings.
20. Builders risk insurance.
21. Permanent seeding and sodding.
22. Water main and services.
23. Loading areas, loading platforms and related dumpster pads.
24. Lateral underdrains.
25. Asphalt overlay or surface treatment of existing roadways.
26. Street markers.
27. Roof drains and building connections.
28. Removal or disposal of hazardous material, underground tanks, or regulated waste.
29. Pavement marking within VDOT R/W (an approved layout from VDOT is required to establish cost).
30. Entry into a confined space.
31. Electrical tamper switch for Post Indicators (PIV), associated conduit and wiring.
32. Excavation and removal of sediment from sediment basins.
33. Damages or liability arising from construction storm water runoff due to storm event in excess of design capacity.
34. Abandonment of existing wells and/or septic systems
35. Installation of additional E&S measures not shown on the plans
36. Earthwork not shown on plans, but required to achieve positive drainage
37. Irrigation systems, repair to irrigation systems, marking and locating irrigation systems
38. Conduit installation
39. Watering to establish erosion control vegetation
40. Inspection Services / Quality Assurance / Quality Control services
41. Duct bank installation
42. Relocation of existing utilities
43. Electrical work of any kind
44. We are not responsible for marking or damage to any private utilities.
45. Electrical work of any kind
46. Installation of or repair to irrigation systems
47. The installation of the new landscaping items shown on the drawings are excluded from this proposal.

OWNERS NOTES: