

12. CONSIDERATION OF BIDS WIDENING AND IMPROVEMENTS TO ROSE VALLEY ROAD

As you know, we are preparing to widen and improve approximately 2,379 linear feet of Rose Valley Road from the intersection of General Thomas Highway (Rt. 671) just past the entrance to Enviva Pellets Southampton, LLC (Enviva Way). The work will include clearing and grading of additional right of way, asphalt paving, construction of a stormwater detention pond, drainage improvements, signage and pavement markings.

Currently, there is approximately 18' of pavement within a 30' prescriptive right of way. The improved roadway will include 32' of pavement (2-12' travel lanes with 4' paved shoulders) and moderately sloped ditches (3:1). The project will also include grading and paving improvements across the CSXT train tracks, minimizing the existing crown – this portion of the work will actually be administered by CSX, and is estimated at approximately \$100,000. It further includes a full length right-turn lane for access onto Enviva Way.

Notwithstanding widespread public notice, only 1 bid was received for the project. Curtis Contracting, Inc. proposes to complete the work for a lump sum of One Million, Three Hundred Eighty-Nine Thousand Dollars (\$1,389,000.00).

With an engineer's opinion of probable cost for this portion of the project at \$1,229,829.00, the bid is roughly 13% higher than the estimate.

While the County is administering the project, it is being funded with secondary road funds from VDOT. I am seeking your authority to award the project to Curtis Contracting, Inc., **subject to VDOT's advance approval.**

MOTION REQUIRED:

If the Board is so inclined, a motion is required to award the project to Curtis Contracting, Inc., subject to VDOT's advance approval.

BID FORM

To: Southampton County

For the Construction of: ROSE VALLEY ROAD (STATE ROUTE 688) IMPROVEMENTS

The undersigned Bidder has carefully examined the site of work, the Plans, the General Conditions, Technical Specifications, Supplemental General Conditions, the Agreement, the Form of Performance and Labor and Material Payment Bonds and all other documents included in the Invitation for Bid for the construction of the above named project, and in compliance with this Invitation for Bid Document will provide all the necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for in accordance with the requirements of the County and the true intent of the Contract Documents, and with an **anticipated Notice to Proceed date of March 14, 2014**, will complete the project by **June 6, 2014**.

For the Total Lump Sum of: One million three hundred eighty nine thousand (\$1,389,000.⁰⁰) DOLLARS

The undersigned Bidder further understands that all supplies and materials covered by this Bid shall be new and of the best quality and the highest grade workmanship. The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Southampton County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The Bidder acknowledges receipt of the following Addenda: NONE

Accompanying this Bid is a Bid Bond/certified check in the amount of 5% payable to Treasurer, Southampton County, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, or if the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and the second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the Owner any losses in excess of the bond or guarantee.

The undersigned Bidder agrees to begin the work not later than ten (10) days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above. In the event the said work is not completed within the time limit above stated, Bidder shall be liable and hereby agrees to pay the Owner as liquidated damages and not as a penalty the sum of \$600.00 per calendar day for each and every day that the said work remains incomplete after the expiration of the completion date (Substantial Acceptance).

Va. Contractor License Number 2701031525

If determined to be the successful low bidder(s), and the project cost exceeds \$200,000, the bidder elects to utilize the escrow account procedure, a copy of which will be furnished with the contract.

No

Write "yes" or "No"
on above line

Award of this bid shall be made to the lowest responsive and responsible bidder based upon the total lump sum provided on Page 00300-1.

CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

In accordance with the Virginia State Corporation Commission Registration requirement in paragraph 63 of the General Conditions, the bidder shall check one of the following. The bidder is:

a corporation or other business entity with the following SCC identification number:
02733335 -OR-

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):

CERTIFICATION OF NON-COLLUSION AND SIGNATURE SHEET

This sheet must be signed and submitted with bid in order for bid to be considered.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
- the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
- the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract.
- the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

Complete Legal Name of Firm: CURTIS CONTRACTING, INC.

Check One: Individual Partnership Corporation LLC Joint Venture

Mailing Address: Rose Valley Rd

WEST POINT, VA 23181

Remit To Address: SAME

EMAIL Address: j.monk@curtiscontracting.net

Signature: 

Name (type/print): Andrew R. Curtis, Jr. Title: President

Fed ID No.: 54-1325318 Phone (804) 843-4633 Fax (804) 843-2545

We hereby provide the following information to Southampton County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

| | | |
|--------------------------|------------------------------|--|
| Minority-Owned Business: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Women-Owned Business: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Southampton Business: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

BID SCHEDULE

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans. In the event of additions or deductions to the work required by the Invitation for Bid Documents, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

Bids will be considered irregular and may be rejected if the unit prices contained in the bid are obviously unbalanced so that they are substantially in excess of the cost analysis values as determined by the VDOT Hampton Roads (Suffolk) District Averages. Southampton County reserves the right to reject an individual unit price included herein. Items listed in this bid schedule may or may not be on the bid plans. Bids may be rejected if a unit price is not provided for every item listed on the bid form.

| | <u>Item</u> | <u>Unit</u> | <u>Unit Price</u> |
|----|--|-------------|---------------------------------|
| 1 | <u>Mobilization</u> | <u>LS</u> | <u>\$ 20,000</u> |
| 2 | <u>Construction Staking</u> | <u>LS</u> | <u>\$ 20,000</u> |
| 3 | <u>Materials Testing</u> | <u>LS</u> | <u>\$ 30,000</u> |
| 4 | <u>Consulting Geotechnical Engineer</u> | <u>LS</u> | <u>\$ 6,000</u> |
| 5 | <u>Flex. Pav. Tie-in Planing (milling) 0" - 2"</u> | <u>SY</u> | <u>\$ 15.00</u> |
| 6 | <u>Clearing and Grubbing / Site Preparation</u> | <u>LS</u> | <u>\$ 30,000</u> |
| 7 | <u>Saw Cut Existing Pavement</u> | <u>LF</u> | <u>\$ 5.00</u> |
| 8 | <u>Grading</u> | <u>LS</u> | <u>\$ 480,000.00 <i>Jew</i></u> |
| 9 | <u>Regular Excavation</u> | <u>CY</u> | <u>\$ 12.00</u> |
| 10 | <u>Borrow Excavation Min. CBR-20</u> | <u>CY</u> | <u>\$ 30.00</u> |
| 11 | <u>Select Material Type II Min. CBR-20</u> | <u>CY</u> | <u>\$ 60.00</u> |
| 12 | <u>Hydraulic Cement Stabilized Backfill</u> | <u>TON</u> | <u>\$ 400.00</u> |
| 13 | <u>Undercut Backfill - No. 57 Stone</u> | <u>TON</u> | <u>\$ 60.00</u> |
| 14 | <u>Undercut Backfill - No. 21B Stone</u> | <u>TON</u> | <u>\$ 50.00</u> |

| | | | |
|----|---|------------|--|
| 15 | <u>Remove Existing Storm Pipe</u> | <u>LF</u> | <u>\$ 50.00</u> |
| 16 | <u>Remove Existing Bollards</u> | <u>EA</u> | <u>\$ 200.00</u> |
| 17 | <u>Demolition of Pavement (Flexible)</u> | <u>SY</u> | <u>\$ 10.00</u> |
| 18 | <u>18" CLIV RCP</u> | <u>LF</u> | <u>\$ 75.00</u> |
| 19 | <u>15" CLIII RCP</u> | <u>LF</u> | <u>\$ 50.00</u> |
| 20 | <u>15" Pipe</u> | <u>LF</u> | <u>\$ 50.00</u> |
| 21 | <u>18" Pipe</u> | <u>LF</u> | <u>\$ 60.00</u> |
| 22 | <u>24" Pipe</u> | <u>LF</u> | <u>\$ 125.00</u> |
| 23 | <u>15" End Section ES-1</u> | <u>EA</u> | <u>\$ 750.00</u> |
| 24 | <u>18" End Section ES-1</u> | <u>EA</u> | <u>\$ 950.00</u> |
| 25 | <u>18" End Wall EW-1</u> | <u>EA</u> | <u>\$ 950.00</u> |
| 26 | <u>24" End Wall EW-1</u> | <u>EA</u> | <u>\$ 1250.00</u> |
| 27 | <u>Paved Ditch PG-5 (Basin Weir)</u> | <u>SY</u> | <u>\$ 75.00</u> |
| 28 | <u>Embankment Clay Core</u> | <u>CY</u> | <u>\$ 60.00</u> |
| 29 | <u>Concrete Class A3 Misc.</u> | <u>CY</u> | <u>\$ 500.00</u> |
| 30 | <u>Asphalt Concrete Type SM-12.5A</u> | <u>TON</u> | <u>\$ 75.00</u> |
| 31 | <u>Asphalt Concrete Type BM-25.0A</u> | <u>TON</u> | <u>\$ 73.00</u> ^{23.00} <i>feet</i> |
| 32 | <u>Aggregate Base Material Type 1, No. 21B</u> | <u>TON</u> | <u>\$ 40.00</u> |
| 33 | <u>VDOT Std. PE-1 Type I Driveway (incl. BMP Access Road)</u> | <u>SY</u> | <u>\$ 20.00</u> |
| 34 | <u>Traffic Sign Panel</u> | <u>SF</u> | <u>\$ 30.00</u> |
| 35 | <u>Sign Post STP-1, 2"</u> | <u>LF</u> | <u>\$ 20.00</u> |
| 36 | <u>Type B Class I Pavement Line Marking 4"</u> | <u>LF</u> | <u>\$ 1.00</u> |

| | | | |
|----|---|------------|-------------------|
| 37 | <u>Type B Class I Pavement Line Marking 24"</u> | <u>LF</u> | <u>\$ 10.00</u> |
| 38 | <u>Pave. Mark. Right Turn Arrow</u> | <u>EA</u> | <u>\$ 300.00</u> |
| 39 | <u>Pave. Mark. Right Turn & Through Arrow</u> | <u>EA</u> | <u>\$ 300.00</u> |
| 40 | <u>Pave. Mark. Type A R/R Crossing</u> | <u>EA</u> | <u>\$ 500.00</u> |
| 41 | <u>Type III Barricades 4'</u> | <u>EA</u> | <u>\$ 500.00</u> |
| 42 | <u>Group II Channelizing Devices</u> | <u>DAY</u> | <u>\$ 1.00</u> |
| 43 | <u>Portable Changeable Message Sign</u> | <u>HR</u> | <u>\$ 5.00</u> |
| 44 | <u>Transp. Mngmt. Plan Construction Signs</u> | <u>SF</u> | <u>\$ 30.00</u> |
| 45 | <u>Flagger Service (VDOT R/W)</u> | <u>HR</u> | <u>\$ 20.00</u> |
| 46 | <u>CSXT Flagman</u> | <u>DAY</u> | <u>\$ 1000.00</u> |
| 47 | <u>Topsoil Class B 2"</u> | <u>AC</u> | <u>\$ 2000.00</u> |
| 48 | <u>Regular Seed</u> | <u>LB</u> | <u>\$ 20.00</u> |
| 49 | <u>Overseeding</u> | <u>LB</u> | <u>\$ 20.00</u> |
| 50 | <u>Fertilizer (15-30-15)</u> | <u>TON</u> | <u>\$ 2500.00</u> |
| 51 | <u>Lime</u> | <u>TON</u> | <u>\$ 500.00</u> |
| 52 | <u>Erosion Control Mulch</u> | <u>AC</u> | <u>\$ 2500.00</u> |
| 53 | <u>Protective Covering EC-2</u> | <u>SY</u> | <u>\$ 6.00</u> |
| 54 | <u>Inlet Protection</u> | <u>EA</u> | <u>\$ 300.00</u> |
| 55 | <u>Dry Riprap Class A1</u> | <u>TON</u> | <u>\$ 75.00</u> |
| 56 | <u>Geotextile Fabric (EC-1)</u> | <u>SY</u> | <u>\$ 2.00</u> |
| 57 | <u>Erosion Control Stone Class A1 EC-1</u> | <u>TON</u> | <u>\$ 75.00</u> |
| 58 | <u>Type I Rock Check Dam (EC-4)</u> | <u>EA</u> | <u>\$ 750.00</u> |

| | | | |
|----|--|-----------|-------------------|
| 59 | <u>Type II Rock Check Dam (EC-4)</u> | <u>EA</u> | <u>\$ 300.00</u> |
| 60 | <u>Temp. Silt Fence (w/o wire support)</u> | <u>LF</u> | <u>\$ 3.00</u> |
| 61 | <u>Temp. Super Silt Fence (w/ wire support)</u> | <u>LF</u> | <u>\$ 5.00</u> |
| 62 | <u>Dewatering Basin (EC-8)</u> | <u>EA</u> | <u>\$ 1500.00</u> |
| 63 | <u>Basin Sediment Removal</u> | <u>CY</u> | <u>\$ 50.00</u> |
| 64 | <u>R/W Monument RM-1</u> | <u>EA</u> | <u>\$ 250.00</u> |
| 65 | <u>6"x6" PT Timber Bollard</u> | <u>EA</u> | <u>\$ 250.00</u> |
| 66 | <u>5/16" Welded Steel Chain, Hardware & Lock</u> | <u>LS</u> | <u>\$ 500.00</u> |

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

03-31-2014

Four Mason Lane, Suite 400, Richmond, VA 23219
Telephone: (804) 367-8500

2701031525

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ASB BLD H/H LSC

CURTIS CONTRACTING INC
PO BOX 769
WEST POINT, VA 23181



Gordon N. Dixon, Director

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ASB BLD H/H LSC
NUMBER: 2701031525 EXPIRES: 03-31-2014

CURTIS CONTRACTING INC
PO BOX 769
WEST POINT, VA 23181

Engineer's Opinion of Probable Construction Cost

VDOT Project No.: 0688-087-579
UPC ID: 94052
LPA: Southampton County

12/13/2013

| Rose Valley Road (SR 688) Improvements | | | | | |
|---|--|--------------------|------|-----------|--------------------|
| Item No. | Description | Estimated Quantity | Unit | Unit Cost | Total Costs |
| 1 | Clearing & Grubbing | 1.6 | Ac | \$10,000 | \$16,000 |
| 2 | Demolition of Existing Pavement | 4,758 | SY | \$5 | \$23,790 |
| 3 | Erosion & Sediment Control | 1 | LS | \$50,000 | \$50,000 |
| 4 | GS-4 Roadway (24' wide w/ 4' Shldr) | 2,379 | LF | \$250 | \$594,750 |
| 5 | Undercut & Backfill Allowance | 1,200 | CY | \$130 | \$156,000 |
| 6 | Right Turn Lane & Taper | 840 | LF | \$100 | \$84,000 |
| 7 | Crossdrain Culvert (18" RCP CLIII) | 87 | LF | \$80 | \$6,960 |
| 8 | Crossdrain Culvert (24" RCP CLIII) | 83 | LF | \$100 | \$8,300 |
| 9 | Sidedrain Culverts (15" RCP CLIII) | 240 | LF | \$60 | \$14,400 |
| 10 | Sidedrain Culvert (18" RCP CLIII) | 40 | LF | \$75 | \$3,000 |
| 11 | Stormwater Basin w/ Outlet Structures | 1 | LS | \$35,000 | \$35,000 |
| 12 | Pvmt Marking & Signage | 1 | LS | \$25,000 | \$25,000 |
| 13 | Permanent Seeding & Stabilization | 4.1 | Ac | \$3,500 | \$14,350 |
| 14 | Maintenance of Traffic | 1 | LS | \$25,000 | \$25,000 |
| 15 | Road Closure & Detour | 1 | LS | \$20,000 | \$20,000 |
| 16 | Railroad Flagman | 7 | Day | \$1,000 | \$7,000 |
| | Subtotal | | | | \$1,083,550 |
| 17 | Mobilization | 5% | | | \$54,178 |
| 18 | Materials Testing | 2% | | | \$21,671 |
| 19 | Survey Layout | 1.5% | | | \$16,253 |
| 20 | Contingency | 5% | | | \$54,178 |
| 21 | VDOT Oversight | 1 | LS | \$25,000 | \$25,000 |
| 22 | Const. Engineering & Inspection (CEI) | 1 | LS | \$52,000 | \$52,000 |
| | Total Construction Costs | | | | \$1,306,829 |
| CSXT Crossing Improvements, Right-of-Way/Easement Acquisition & Legal | | | | | |
| 23 | Rail Crossing Impr. (by CSXT Forces) | 1 | LS | \$95,126 | \$95,126 |
| 24 | Overhead Power Relocation (DVP) | 1 | LS | \$74,004 | \$74,004 |
| 25 | Telephone Pedestals/Service Relocation (Verizon) | 1 | LS | \$25,000 | \$25,000 |
| 26 | R/W Acquisition (Land in Fee & Prescriptive) | 1 | LS | \$23,380 | \$23,380 |
| 27 | Utility Esmts Acquisition | 1 | LS | \$31,541 | \$31,541 |
| 28 | Stormwater (D&S) Esmts | 1 | LS | \$13,375 | \$13,375 |
| 29 | Legal/Administration | 5% | | | \$65,341 |
| | Subtotal | | | | \$327,767 |
| Total Costs for SR 688 Improvements | | | | | \$1,634,597 |