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Bid Correction Decision

Matter of: China Construction America of South Carolina
File No.: 2019-002
Posting Date: January 10, 2019
Contracting Entity: The Citadel
Project No.: H09-9612-PG
Description: Bastin Hall – School of Business Rebid

DIGEST

Request for upward correction to low bid due to a mistake that will cause substantial loss is granted where the mistake is clerical in nature, and is supported with clear and convincing evidence of both the existence of the mistake and the intended bid price. The request letter and supporting documentation are attached. [Exhibit A]

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review pursuant to S.C. Code Ann. §11-35-1520(7) and Regulation 19-445.2085. This decision is based on interviews, a sworn statement, applicable documents, and applicable law and precedents.

BACKGROUND

In this solicitation The Citadel (The Citadel) seeks a contract for the construction of a School of Business (the Project). The Citadel solicited bids for the project on November 5, 2018. By the deadline for submission of bids, The Citadel received five bids. [Exhibit B] China submitted the lowest base bid in the amount of \$19,350,000. *Id.* China's bid price was \$1.333 million less than the next lowest bidder's. After bid opening, China reviewed its bid and discovered two mistakes

under the Thermoplastic Membrane Roofing portion of its bid takeoff report.¹ The mistakes total \$648,651.00 and, if added to China's actual bid price, yield an intended bid price of \$19,998,651.00. On December 14, 2018, China submitted a request to make an upward correction in its bid. If China were allowed to correct its bid, it would still be low bidder.²

DISCUSSION

China's request posits that it is appropriate to allow a bidder to make an upward correction to its bid for mistake even when the mistake is not evident of the face of the bid provided the mistaken bidder can provide evidence of both the mistake and the intended amount. In support of its position, China cites *Martin Engineering, Inc., v. Lexington County School District One*, 365 S.C. 1, 615 S.E.2d 110 (2005).

CONSOLIDATED PROCUREMENT CODE PROVISIONS REGARDING BID CORRECTION

The Consolidated Procurement Code (Code) addresses correction or withdrawal at three different points in time: 1) before bid opening, 2) after bid opening, and 3) after award but before performance. The situation presented here involves a request for post bid opening, pre-award correction. Regarding corrections after bid opening, SC Code Ann § 11-35-1520(7) states in part:

After bid opening, **changes in bid prices** or other provisions of bids **prejudicial to the interest of the State or fair competition must not be permitted**. After opening, **bids must not be corrected** or withdrawn **except in accordance with the provisions of this code and the regulations** promulgated pursuant to it.

[Emphasis added] While the Code does not prohibit post-bid opening corrections, they are frowned upon and are limited to circumstances where the correction is "not prejudicial to the interest of the State or fair competition" and not otherwise prohibited by law.

The Regulations to the Code address post-bid opening corrections by adding a restriction on corrections stating:

¹ In competitive sealed bidding, there are generally two types of mistake that may result in a request for bid correction: 1) a bidder's mistakes in judgment and 2) a bidder's mistake of fact. A mistake in judgment is not correctable. Provided all the requirements of the Procurement Code are met, a mistake of fact in a bid is correctable. "A 'mistake in judgment' exists when a bidder, even though not mistaken about existing facts, is mistaken about what business action should be taken based upon (1) existing facts, or (2) predicted future facts." BRUNER & O'CONNOR ON CONSTRUCTION LAW, §2:136 (2016). Mistakes of fact result from such things as unintentional arithmetic errors, typographical errors, transposition errors, decimal misplacement, or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid. *See Id.*, §2:135.

² If China's request is allowed, China's corrected bid will be \$684,339 lower than the next lowest bidder.

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

Regulation 19-445.2085(B). This raises the question of whether an upward correction to a low bid that does not change the bidder's position as low bidder is permissible under this Regulation. In *Martin Engineering*, the South Carolina Supreme Court construed language in a School District procurement code that was nearly identical to Regulation 19-445.2085. Like the present case, the low bidder in *Martin Engineering* requested an upward adjustment that would still make it the lowest bidder. Although the appellant argued that such an upward correction was permissible only if the mistake and bid amount were "clearly evident from examining the bid document," the Court rejected that interpretation. The Court stressed that only mistakes that cause a bidder to have a low bid must be clearly evident from the face of the bid document. 615 S.C. at 4, 615 S.E.2d at 111. Moreover, the Court directly addressed whether such a correction was prejudicial to the School District and fair competition and found otherwise. The appellant argued that an upward correction of the low bid after bid opening when all the competitions' prices are known is always prejudicial to the interest of the State and fair competition. The Court rejected this argument stating:

We agree with the District that allowing the correction in this case neither jeopardized the integrity of the sealed bidding process, nor was it prejudicial to the interest of the District or fair competition. To the contrary to accept Martin's argument that District must reject Sharp's bid and accept its bid, some \$416,500.00 higher than Sharp's corrected bid, would clearly be prejudicial to the District.³

³ One might argue that *Martin Engineering* is distinguishable because it involved a School District Procurement Code, not the Consolidated Procurement Code. Therefore, it is worth noting that the District Code in question was determined by the Office of General Services of the Budget and Control Board to be substantially similar to the Consolidated Procurement Code pursuant to SC Code Ann § 11-35-70. Nonetheless, the District Code was not identical and diverged from the Consolidated Procurement Code by adopting language of the ABA Model Code not found in the Consolidated Procurement Code. While the Consolidated Procurement Code is based on the ABA Model Code, it is not a word-for-word adoption of the ABA Model and there are differences between the two. For example, the ABA Model Code provides that correction or withdrawal of bids for mistake "before or after award ... shall be permitted in accordance with regulations." See ABA Model Code § 3-202(6). This statement does not appear in the Consolidated Procurement Code. See SC Code Ann § 11-35-1520(7). However, other provisions of the District Code, including those expressly addressed by the Court in *Martin Engineering* were essentially the same as those in the Consolidated Procurement Code. Importantly, the District Code prohibited post bid opening corrections that were "prejudicial to the interest of the District or fair competition." The District Code also included the language of Regulation 19-445.2085(B).

While the Court rejected the appellant's arguments which relied on Procurement Review Panel (Panel) decisions, and while each of those Panel decisions is distinguishable from this case, it is worthwhile reviewing policy concerns behind those decisions.⁴

Allowing bid corrections after bid opening raises policy concerns regarding the integrity of state procurement and the fair and equitable treatment of all bidders—concerns that go to the heart of the purpose and policies of the Code. *See* S.C. Code Ann. § 11-35-20 (outlining the purpose and policies of the Code). In *Protest of Miller's of Columbia, Inc.*, Panel Case 1989-3, a bid correction case involving non-responsiveness, the Procurement Review Panel (Panel) took note of the purpose and policies of the Consolidated Procurement Code in its decision stating:

While Miller's argument [for correction] has appeal in the private sector, this case arises in the public forum. Of equal, if not more, concern to getting the lowest price is promoting public confidence in the procurement process, ensuring fair and equitable treatment of all bidders, fostering effective broad-based competition and providing safeguards for maintaining a procurement system of quality and integrity with clearly defined rules of ethical behavior for all parties to the procurement process. S. C. Code Ann. 11-35-20(d), (e), (g), and (h) (1976). The stated goals of the Procurement Code are served by consistently enforcing the rules. Neither the cost differential nor sympathy for a vendor in one case can shape rules that must apply to all cases.

When a mistake and the intended bid are not obvious on the face of the low bid, a correction to the bid that is advantageous to the low bidder raises substantial concerns regarding manipulation of the bid process to the advantage of that bidder against all others. An unscrupulous bidder could intentionally build bid mistakes into his bid preparation documents to allow him to adjust his bid to his advantage after bid opening and after seeing his competitors' bids. *See* BRUNER & O'CONNOR ON CONSTRUCTION LAW, § 2:134 (2016); *See also* *Protest of New-Way Cleaning Service*, Panel Case 1994-14 (In dicta, Panel commented that a change cannot be made once all the competitors prices are known). This concern exists even if an upward correction to the

⁴ With exception of *Protest of New-Way Cleaning Service*, Panel Case 1994-14, all Panel decisions involving a request to make an upward correction to a low bid also involve an issue of bid responsiveness—that is they involve a request to correct non-responsive bids to make them responsive. *See* *Protest of Miller's of Columbia, Inc.*, Panel Case 1989-3 (mistaken omission of required unit prices); *Protest of United Testing Systems, Inc.*, Panel Case 1991-20 (offer included in its proposal additional terms regarding reimbursables); and *Protest of Weaver Construction Company, Inc.*, Panel Case 1992-1 (submission of unit price bid in lieu of lump sum bid required by solicitation); *see also* *Protest of Cannon Associates, Inc.*, Panel Case 2000-13. Correcting a non-responsive bid to make it responsive always displaces the lowest responsive bidder requiring that the mistake and correction be “clearly evident from examining the bid document.” Regulation 19-445.2085(B); *see also* Federal Acquisition Regulation, 48 C.F.R. § 14.407-3 (except when a mistake and the intended correction are clearly evident on the face of the bid as set forth in § 14.407-2, “[t]he authority to permit correction of bids is limited to bids that, as submitted, are responsive to the invitation and may not be used to permit correction of bids to make them responsive.”)

While *New-Way* presented the Panel with the issue of an upward correction to a low responsive bid, the Panel did not address that issue on the merits but dismissed the matter as an untimely protest of an award.

apparent low bid does not change the relative position of bidders. For the foregoing reasons, the CPOC must consider China's request and the evidence of mistake and the intended bid amount carefully.

STANDARD OF PROOF OF MISTAKE AND CORRECTION

While not discussing the point directly, the Court essentially acknowledged that the standard of proof of the mistake is critical to determining the issue of prejudice (i.e. allowing a bid correction without proof of a mistake is clearly prejudicial to the interest of the State). In *Martin Engineering*, the Court addressed the evidence supporting the request for correction noting the evidence of the intended bid for the omitted work (i.e. the correction) was in existence prior to bid opening. In that case, the low bidder, Sharp, claimed to have mistakenly omitted the bid price of its built-up roofing subcontractor, Watts, from its bid price to the District. However, Sharp's bid listed Watts as its built-up roofing subcontractor showing that Sharp intended to use Watts bid price. Moreover, three other bidders used Watts' bid price in their bids to the District establishing that the copy of Watts' bid Sharp submitted to the District in support of its claim was not a post-bid opening fabrication. Unfortunately, the Court did not further address the nature or quality of the evidence of mistake (i.e. evidence that Sharp actually and mistakenly failed to include Watts bid price in its own bid). Despite this omission, both the record in *Martin Engineering*⁵ and other authorities support the proposition that the standard of proof for correction of a bid mistake not evident on the face of the bid is clear and convincing evidence of both the mistake and the correction. See BRUNNER & O'CONNOR ON CONSTRUCTION LAW, §2:134 (2016) (citing *Wildwood v. Gibbs & Register, Inc.*, 694 So.2d 763 (Fla. Dist. Ct. App. 5th Dist. 1197); *Department of Transp. v. American Ins. Co.*, 491 S.E.2d 328 (Ga.1997)).

In this case, China attached to its letter requesting a correction to its bid a computer generated bid recap worksheet indicating two mistakes, both under "Thermoplastic Membrane Roofing." The first mistake was for "PVC Sheet Roofing," and the second was for "1 ½" Poly Board Insulation/Drainage Board/Waterproofing at Terrace." As further evidence of its mistakes, China submitted copies of the subcontractor bids for these two items. China also submitted the sworn statement of Mike Watson, Regional Manager for China, attesting to the validity of the bid recap sheet. More importantly, China presented the CPOC an in-person demonstration of its estimating software, Sage Estimating, and an audit record of when line items were last modified.

Pickens Roofing & Sheet Metal, Inc., (Pickens) submitted a bid to China for PVC Sheet Roofing in the amount of \$650,203. Pickens' bid bears a date of "12/12/2018"⁶ — the day of the bid

⁵ According to the record on appeal, Sharp submitted portions of its computer generated bid takeoff sheets that showed that Sharp included Watts' pricing in its bid prices for the alternates but not the base bid. Sharp attributed this mistake to a keying error. From this same record, it does not appear that Sharp submitted any evidence to prove the partial bid takeoffs were accurate copies of Sharp's pre-bid takeoff other than Sharp's own statements to that effect.

⁶ The email transmitting this bid to China indicates it was emailed at 10:12 AM on December 12, 2018. Bid opening was at 2 PM on this same day.

opening. On page two of China's bid recap worksheet, a subcontractor price of \$650,203.00/sq. is listed for "PCV Sheet Roofing." However, the carry forward amount appearing in next column of the worksheet and in the total column is \$6,502. The audit feature in Sage Estimating indicates the last change to the PVC Sheet Roofing line item occurred at 1:29 PM on December 12, 2018, before the deadline for submitting bids. A review of the bid takeoff indicates that this carry forward error occurred due to China making a mistake in the background formula for roofing. The formula was mistakenly set to treat price as a per square price rather than as a lump sum. In roofing parlance, a square is 100 square feet. When China entered Pickens' lump sum price for roofing into its spreadsheet, the program treated it as a price of \$650,203 per square. The column on China's recap sheet for listing the takeoff quantity indicates a quantity of one lump sum (ls) for this item. Sage estimating apparently treated this as one square foot resulting in the program dividing the subcontractor bid price by 100 to calculate the carryforward amount of \$6,502.

China's bid recap worksheet indicates the same thing happened for the "1 ½" Poly Board Insulation/Drainage Board/Waterproofing at Terrace." For this item, China entered a subcontractor price of \$5,000.00 per square and a takeoff quantity of one ls. Once again, the estimating program divided the subcontractor price by 100 to obtain the carry forward amount resulting in a bid amount of \$50.00.⁷ China provided a bid submitted by Watertight Systems, Inc. (Watertight) supporting this bid amount. Unfortunately, this bid is dated November 13, 2018, the day after bidding, and the individual receiving Watertight's bid is not currently available. Short of obtaining an affidavit from Watertight, China speculates that they received an oral bid from Watertight before the time for bidding on December 12, 2018, and that Watertight followed up with a written bid the following day.⁸ The fact that the audit feature of China's estimating program shows this amount was entered into China's bid takeoff at 12:53 PM on December 12, 2018, lends credence to this speculation. Regardless of this defect, China's bid documentation clearly shows that China entered a bid price of \$5,000 before the deadline for submitting bids, intended to bid a lump sum price of that amount and, due to a formula error in the program, bid \$50.⁹

While China has presented clear and convincing evidence of its mistake, not all mistakes of fact supported by clear and convincing evidence of the mistake are correctable. The Code requires the bid mistake be one that will cause the bidder substantial loss. Regulation 19-445.2085(A). The determination of whether a loss due to mistake is substantial depends on the facts of the

⁷ To ensure the integrity of the process, a bidder requesting an upward correction of its bid due to mistakes must not be allowed to ignore mistakes that would displace them as low bidder had the correct amount been included in its bid. For this reason, the CPOC reviewed China's bid for other significant mistakes. This review noted that China's recap worksheet has a price of \$1.00 for plumbing. However, China's bid lists the same subcontractor for both plumbing and air conditioning, Smith & Associates, Inc. (Smith). Smith submitted to China one lump sum bid for both. The amount listed in the bid recap worksheet for air conditioning (HVAC) is the same amount as Smith's bid for both plumbing and air conditioning.

⁸ This is a common practice in the industry.

⁹ The bid recap worksheet provides further evidence that China had a subcontractor bid price of \$5,000 in hand before the deadline for bidding. The notes for this line item state "Put \$8500 if nobody includes it." Clearly, China did not enter \$8,500.

individual case. There is simply no way to delineate the divide between substantial and insubstantial loss by a hard and fast rule such as a percentage of the bid price. This is illustrated by two cases arising in South Carolina. In *Martin Engineering*, the Court found that a loss of \$613,000 on a \$16,300,000 project, 3.76% of the bid price, constituted a substantial loss even though it was not clear to what extent this loss would affect the bidder's profit margin. In *National Fire Insurance Company of Hartford v. Brown & Martin*, 726 F. Supp 1036, 1039 (D.S.C. 1989), *affirmed* 907 F.2d 1139 (4th Cir. 1990), the United States District Court for the District of South Carolina found that a loss of \$69,000 on a \$588,912 bid, 11.7% of the bid price, constituted a substantial loss.¹⁰ Therefore, the individual reviewing the request for correction must determine to his own satisfaction that the loss is substantial. China's PVC Sheet Roofing mistake was \$643,701, which is 3.33% of its bid. This amount is very close to the amount the Court determined was substantial in *Martin Engineering*. Moreover, this is an amount that would strike most people as substantial. On the other hand, China's 1 ½" Poly Board Insulation/Drainage Board/Waterproofing at Terrace mistake was \$4,950, an amount that will not cause substantial loss.

Based on a review of China's bid preparation documentation, affidavits, and estimating program, and an interview with Mike Watson, the CPOC finds the evidence of a mistake that will cause substantial loss and of the intended bid amount clear and convincing. Moreover, the CPOC finds that applying the reasoning of the Court in *Martin Engineering* the Code allows an upward correction to a low bid for a mistake of fact not clearly evident on the face of the bid provided there is clear and convincing evidence of the mistake and correction apart from the bid. Further, if China were allowed to correct its bid, the corrected bid would be substantially lower than the next lowest bid. Therefore, using the Court's reasoning in *Marin Engineering*, the correction of China's bid would not be prejudicial to the interest of the State and fair competition.

DECISION

Based on the foregoing, the CPOC finds that the evidence of China's mistakes and intended bid are clear and convincing. However, only the mistake with regard to the PVC Sheet Roofing is substantial. Therefore, it is appropriate to allow an upward correction to China's bid in the amount of \$643,701.00 resulting in a corrected bid amount of \$19,993,701.00.


John St. C. White
Chief Procurement Officer For Construction

Columbia, South Carolina

¹⁰ The Court's holding was based on common law, not statutory and regulatory law.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Written Determinations Appeal Notice (Revised June 2018)

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b), states:

(1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:
(b) requests for review of other *written determinations*, decisions, *policies*, and *procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

(Emphasis added.) *See generally Protest of Three Rivers Solid Waste Authority by Chambers Development Co., Inc.*, Case Nos. 1996-4 & 1996-5, *Protest of Charleston County School District*, Case No. 1985-5, *Charleston County School Dist. v. Leatherman*, 295 S.C. 264, 368 S.E.2d 76 (Ct.App.1988).

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2018 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410.... Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. [*The Request for Filing Fee Waiver form is attached to this Decision.*] If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

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* ALSO ADMITTED IN DISTRICT OF COLUMBIA
** OF COUNSEL

AUTHOR'S E-MAIL: HWALL@BRUNERPOWELL.COM

December 14, 2018

VIA ELECTRONIC MAIL

Mr. Greg P Moore
Capital Projects Manager
The Citadel

John S. White, PE
Office of the State Engineer
Chief Procurement Officer for Construction

**Re: Bastin Hall Project (Project #H09-9612-P6)
Request to Correct Mistake in Bid**

Dear Mr. White and Mr. Moore:

I represent the low bidder on this project, China Construction America South Carolina ("CCASC"). As you know, CCASC submitted a bid in the amount of \$19,350,000 on December 12, 2018. The next lowest bid was in the amount of \$20,683,000, a difference of \$1,333,000. After bid opening, CCASC reviewed its bid tabulation and discovered a mathematical error in the amount of \$648,741.00 and CCASC requests that it be allowed to correct its bid in that amount. Stated simply, CCASC's bid recap spreadsheet erroneously deleted the lump sum roofing subcontractor's correct price from its total bid, thereby understating its intended bid price by \$648,741.00.

Please note that as a threshold matter, South Carolina law authorizes and allows corrections of this kind when the bidder can substantiate and establish its intended bid from reliable evidence and proof and the order of the bidders is not displaced (i.e the correction does not result in creating a new low bidder). The regulations to the South Carolina Procurement Code Provide:

19-445.2085. Correction or Withdrawal of Bids; Cancellation of Awards.

A. General Procedure.

A bidder or offeror must submit in writing a request to either correct or withdraw a bid to the procurement officer. Each written request must document the fact that the bidder's or offeror's mistake is clearly an error that will cause him substantial loss. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency, or the designee of either.

B. Correction Creates Low Bid.

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

Similarly, S.C. Code §11-35-1520 provides:

(7) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before bid opening, withdrawal of inadvertently erroneous bids after award, or cancellation and reaward of awards or contracts, after award but before performance, may be permitted in accordance with regulations promulgated by the board. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts, after award but before performance, must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency.

Our Supreme Court has likewise authorized bid corrections in a nearly identical circumstances in the case of Martin Engineering v. Lexington County School District, 365 S.C. 1, 615 S.E. 2d 110 (S.C. 2005). Based upon the identical regulation, the Supreme Court held that allowing the upward correction of a bid where the bidder remains low is not prejudicial to fair competition and is appropriate and legally justified:

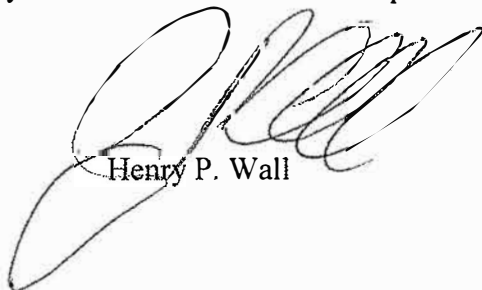
We agree with the District that allowing the correction in this case neither jeopardized the integrity of the sealed bidding process, nor was it prejudicial to the interests of the District or fair competition. To the contrary, to accept Martin's argument that District must reject Sharp's bid and accept its bid, some \$461,500.00 higher than Sharp's corrected bid, would clearly be prejudicial to the District requiring it to expend substantially more money.

CCASC's mathematical error and intended price is clearly evident from their worksheets and bid documents. I have attached at **Exhibit A** the roofing proposal of Pickens Roofing. Note on page 2 of the proposal the lump sum price of \$650,203.00. Attached at **Exhibit B** please find CCASC's bid recap worksheet. On page 2 of that document, item 07-54-05, you will note the price for Thermoplastic membrane roofing listing the sub price as \$650,203.00. CCASC intended to incorporate this figure into their over-all price to the Owner. Unfortunately, you will see that in the columns to the immediate right of the roofing price, the bid was reduced by two decimal points to \$6,502 instead of the intended price of \$650,203, thus resulting in an error of \$643,791.00 for that item. A similar mistake occurred on the next item in the spreadsheet for the poly board insulation where the intended price of \$5,000.00 was truncated by two decimal points to \$50, thus resulting in a mathematical tabulation error of \$4,950.00 for that item. You will note from examining the bid worksheet that all other subcontractor prices quoted on a lump sum basis were in fact properly incorporated and carried into the bid price, but the deletion of these two items has resulted in a huge potential loss to CCASC and South Carolina law clearly allows relief in cases of this kind. You will note that the final tally on the worksheet was \$19,377,946 and CCASC's senior level executive, Mr. Mike Watson simply rounded down that figure to arrive at a very

aggressive bid price of \$19,350,000 for this project. Mr. Watson is of course available for an interview and also prepared to sign a sworn statement to establish and substantiate both the existence of the mistake and the intended price. Taking the two mistakes into account, CCASC's intended bid was \$19,998,741.00 and CCASC respectfully requests that its bid be corrected to take into account the indented bid and correct the mathematical decimal point error in the bid recap sheet.

CCASC is prepared to offer any additional information you may require or answer any questions you may have concerning the nature of the mistake. Until this request is resolved, CCASC would request an extension of any deadline to execute any of the contractual documents required in the IFB. Thank you for your consideration of this request and we look forward to hearing from you very soon.

With best regards,

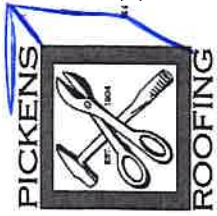


Henry P. Wall

HPW/bss

Cc: Mr. Mike Watson
W. Dixon Robertson, Esq.
Manton Grier, Esq.
Phil Gerald

Div. 07



PICKENS ROOFING & SHEET METAL, INC.
"FOURTH GENERATION ROOFING & SHEET METAL CONTRACTOR"

Roofing Proposal

To: Bidders From: Ben Pickens

Fax: (864)444-7330 Pages: 2

Phone: Date: 12/12/2018

Re: CC:

Bastin Hall
Charleston SC

We include the following for Drawings Dated: 04/16/2018 only

- Roof Insulation
- PVC Roofing
- Sheet Metal Flashing and Trim
- Flat Lock Metal Wall Panels

PVC Roof scope of work is as follows:

- Furnish and install two layers 2" polyisocyanurate insulation and single layer 5/8" Dens Dek Prime Coverboard mechanically fastened to sloped metal deck (by others).
- Tapered insulation as shown on roof plan only.
- Furnish and install 060 PVC membrane roofing adhered per manufacturer's warranty details.
- Flash all roof curbs as shown on the roof plan only.
- Flash all vent pipes as shown on the roof plan only.
- No walkway is shown or included
- Furnish and install Shop Fabricated Copings, Fascia of 0.8mm Zinc. Fabricate and install Scupper Liners and Counterflashings of 24 ga Stainless Steel. All metals are quoted as being shop fabricated by Pickens Roofing's ES-1 ANSI/SPRI tested fabrication facility
- Furnish and install 30" x 54" Roof Hatch, R-12 insulation, Kynar Coating, Safety Railing and Ladder Assist Post.
- Provide a 2 year Pickens Roofing workmanship warranty covering all defects/problems during the first 2-years of the roof system.
- Provide a 20 year, 120 mph Wind Speed Membrane Manufacturer's Warranty at the completion of the project. 157 mph Wind Speed Warranty noted in specifications is not available.

WWW.PICKENSROOFING.COM



300 South Ave. • PO Box 2508
Spartanburg, SC 29304
864/ 582-3485 • Fax: 864/585-4352



Flat Lock Metal Panel scope of work is as follows

- Furnish and install Fluid Applied Weather Barrier at Flat Lock Panel locations.
- Fabricate and install Concealed Fastener Flat Lock Metal Wall Panels of 0.8mm Zinc mechanically fastened to approved substrate (by Others)
- Fabricate and install edge trim of matching materials
- All metals are quoted as being shop fabricated by Pickens Roofing's ES-1 ANSI/SPRI tested fabrication facility

Lump Sum Price for the above stated Scope of Work is: \$650,203.00

Add Alternate: Hot applied waterproofing on terrace only \$37,500.00

Exclusions: Waiver of Subrogation, Performance and Payment Bond (price for it can be added to the contract, it is just not figured),

Wood blocking /wood nailers/rough carpentry. Wood nailers, if required, to be installed by the General Contractor. Pickens Roofing will help coordinate heights, etc., but nailers are to be installed prior to roof installation.

Add Alternate: \$3.95 per BF

Mechanical curbs, raising mechanical curbs, wiring of mechanical curbs or other rooftop equipment, electrical hook ups and disconnects, gas hook ups and disconnects, plumbing hook ups and disconnects

Any adjacent roofing, repairs, or alterations not specified above

Roof curbs, roof drains, downspout boots, framing of any kind, roof top ladders, roof access ladders, awnings, or canopies, tie in to underground drainage boots at grade.

Below-deck batt insulation/insulation below metal deck or on the backside of parapet walls.

Thru-Wall flashings for the brick mason and SS flashing, coping stones, guard rail system, mechanical equipment screen walls, fluid applied membrane air barriers, wall and air barriers not underneath roof system

Custom Colors

All interior work or associated items.

We appreciate the opportunity to quote this work. Please feel free to call my cell phone with any questions or concerns. That number is 864-444-7330

If I can be of further assistance, please do not hesitate to call.

Sincerely,


Ben Pickens
CEO/Owner

“Keeping Our Customers Dry Since 1904”

Pickens Roofing & Sheet Metal Inc. PO Box 2508 | 300 South Avenue | Spartanburg, SC 29304 P:
864.582.3485 F: 864.585.4352

WWW.PICKENSROOFING.COM



300 South Ave. • PO Box 2508
Spartanburg, SC 29304

864/582-3485 • Fax: 864/585-4352



Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Amount	Other Amount	Total Amount	Notes
	GENERAL CONDITIONS											
01-10-05	GENERAL CONDITIONS											
	Lump Sum Gen. Cond.	1.00 ls	-	-	-	-	- /ls	-	-	1,000,473	1,000,473	
01-21-13	ALLOWANCES											
	Allowances #1: Owner selected equip. & appliance	1.00 ls	-	-	-	-	- /ls	-	-	3,000	3,000	
	Allowances #2: SCE&G Relocate 2" Gas Line	1.00 ls	-	-	-	-	- /ls	-	0	5,000	5,000	
	Allowances #3: Water Tap Fee	1.00 ls	-	-	-	-	- /ls	-	-	29,460	29,460	0
	EXISTING CONDITIONS											
02-41-13	SITE DEMOLITION											
	Site Above Ground Demolition	1.00 ls	0.00 /ls	0	-	-	1.00 /ls	1	0	-	1	
	Existing Underground Pile Demo	1.00 ls	0.00 /ls	0	-	-	1.00 /ls	1	0	-	1	
	Survey Existing Sewer System	1.00 ls	/ls		/ls		5,000.00 /ls	5,000	-	-	5,000	Delete if site contractor includes it.
	Reseal and Restripe Existing Parking Lot	1.00 ls	/ls		/ls		10,000.00 /ls	10,000	-	-	10,000	C002
	CONCRETE											
03-31-05	STRUCTURAL CONCRETE											
	CIP Concrete Turnkey Package	1.00 ls	-	-	-	-	2,095,698.00 /ls	2,095,698	-	-	2,095,698	
	4" Floating Concrete Topping at Terrace	1.00 ls	0.00 /ls	0	0.00 /ls	0	10,000.00 /ls	10,000	0	-	10,000	A509C. 1550SF. Put \$10,000 if concrete guy excludes it.
	Grade Beam/Pile Cap Backfill	1.00 ls	2,000.00 /ls	2,000	52,416.00 /ls	52,416	/ls		8,000	-	62,416	
	Concrete Footing at Dumpster Area	1.00 ls	/ls		/ls		/ls		3,000	-	3,000	Delete if concrete guy includes it.
	Site Concrete Retaining Wall and Footing	1.00 ls	/ls		/ls		/ls		1	-	1	Delete if concrete guy includes it. C622. About 35cy concrete.
03-35-05	CONCRETE FINISHING											
	Sandblast on All Exterior Site Wall and Sidewalk	1.00 ls	-	-	-	-	35,000.00 /ls	35,000	-	-	35,000	Estimated Price \$35,000. L101. About 4500sf
03-45-05	PRECAST ARCHITECTURAL CONCRETE											
	Architectural Precast Material-Bid	1.00 ls	-	-	##### /ls	196,224	0.00 /ls	0	-	-	196,224	
	Architectural Precast Erection-Bid	1.00 ls	-	-	-	-	20,000.00 /ls	20,000	-	-	20,000	
	MASONRY											
04-22-05	CONCRETE UNIT MASONRY											
	CMU Block at Dumpster Area	1.00 ls	-	-	-	-	5,000.00 /ls	5,000	-	-	5,000	400 pcs CMU
04-72-05	CAST STONE MASONRY											
	Cast Stone Material Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
	Cast Stone Erection Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Stone Veneer	1.00 ls	-	-	-	-	30,000.00 /ls	30,000	-	-	30,000	
	METALS											
05-12-23	STRUCTURAL STEEL FRAMING											
	Structural Steel Bid	1.00 ls	-	-	- /ls	-	2,300,000.00 /ls	2,300,000	-	-	2,300,000	
05-50-05	METAL FABRICATIONS											
	Misc. Metals: Metal Pan Stair, Metal Railing	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
05-55-05	METAL STAIR TREADS & NOSINGS											
	Stair Nosing at All Metal Pan Stair	1.00 LS	0.00 /hr	0	9,200.00 /LS	9,200	-	-	-	-	9,200	A229, About 600lf
	Alum. Nosing TS-3 at Tiered Classrooms	1.00 LS	/hr		6,000.00 /LS	6,000	-	-	-	-	6,000	9/A800, about 260lf
05-73-05	DECORATIVE METAL RAILINGS											
	S.S. Rail at Entrance and Monument Stair	1.00 1	-	-	/1		1.00 /1	1	-	-	1	
	Prefab. Straight Plate Steel Rail at Stair 1	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	A226
	S.S. Rail at Roof Terrace & Penthouse	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
	Alum. Screen Wall	1.00 ls	-	-	/ls		1,184,466.00 /ls	1,184,466	-	-	1,184,466	
	WOOD & PLASTICS											
06-10-53	ROUGH CARPENTRY											
	Roof Nailer, Blocking, etc.	1.00 ls	4,000.00 /ls	4,000	10,000.00 /ls	10,000	- /ls	-	-	-	14,000	
	5/8" Plywood Sheathing behind Zinc Panel	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	1/A501E, add 8000 if nobody includes
	3/4" FRT Plywood (2) Layer at Tiered Classroom	1.00 ls	2,500.00 /ls	2,500	6,000.00 /ls	6,000	/ls		-	-	8,500	9/A800, about 150 sheet.
	Dumpster Wood Gate	1.00 ls	800.00 /ls	800	4,500.00 /ls	4,500	/ls		-	-	5,300	
06-15-16	WOOD ROOF DECKING											
	Wood Roof Deck Bid	1.00 ls	-	-	/ls		35,100.00 /ls	35,100	-	-	35,100	A509C, A509B
06-16-05	SHEATHING											
	Sheathing Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
06-41-05	ARCH. WOOD CASEWORK											
	Architectural Casework Bid	1.00 ls	-	-	/ls		75,000.00 /ls	75,000	-	-	75,000	
	White Oak Wood Seat Under Stair 1&2	1.00 ls	-	-	/ls		3,000.00 /ls	3,000	-	-	3,000	7/A225. Plug \$3000 if nobody includes.

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Amount	Other Amount	Total Amount	Notes
06-41-05	ARCH. WOOD CASEWORK											
	5/4" PTD Hardwood Wndow Stool	1.00 ls	-	-	/ls		4,000.00 /ls	4,000	-	-	4,000	Plug \$4000 if nobody includes,.
06-42-05	WOOD PANELING											
	Wood Ceiling Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	1910sf
	Wood Base for Terrazzo Floor	1.00 ls	-	-	/ls		9,900.00 /ls	9,900	-	-	9,900	
	Wood Wall Panels at Commons	1.00 ls	-	-	/ls		15,000.00 /ls	15,000	-	-	15,000	1000sf
06-43-05	WOOD STAIRS & RAILINGS											
	Wood Rail in Stair #1, #2 & Tired Classrooms	1.00 ls	0.00 /hr	0	0.00 /ls	0	1.00 /ls	1	-	-	1	1/A703 Tiered Classroom.
	THERM-MOIST. PROTECTION											
07-11-05	DAMP-PROOFING											
	Dampproofing Bid	1.00 ls	-	-	-	-	1,500.00 /ls	1,500	-	-	1,500	
07-12-05	BUILT-UP WATERPROOFING											
	Membrane Waterproofing	1.00 ls	-	-	-	-	3,200.00 /ls	3,200	-	-	3,200	
	Waterproofing on Roof	1.00 ls	-	-	-	-	19,800.00 /ls	19,800	-	-	19,800	Under Roof Deck
07-16-19	FOAMED-IN-PLACE INSULATION											
	Thermal Insulation Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
07-27-05	AIR BARRIERS											
	Air Barrier Bid	1.00 ls	-	-	-	-	80,000.00 /ls	80,000	-	-	80,000	
07-42-13	METAL WALL PANELS											
	Flat Lock Metal Wall Panels	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	3237sf, \$120,000if nobody quote it.
07-54-05	THERMOPLASTIC MEMBRANE ROOFING											
	PVC Sheet Roofing	1.00 ls	-	-	-	-	650,203.00 /sq	6,502	-	-	6,502	18,450sf.
	1 1/2" Poly Board Insulation/Drainage Board/Waterproofing at Terrace	1.00 ls	-	-	-	-	5,000.00 /sq	50	-	-	50	Put \$8500 if nobody includes it.
07-72-05	ROOF ACCESSORIES											
	Roof Hatch with safety rail & extension post	1.00 ls	0.00 /ls	0	0.00 /ls	0	1.00 /ls	1	-	-	1	
07-81-05	APPLIED FIREPROOFING											
	Spray Fireproofing Bid	1.00 ls	-	-	-	-	53,913.00 /ls	53,913	-	-	53,913	
	Intumescent Fireproofing Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
07-92-05	JOINT SEALANTS											
	Sealing/Caulking Bid	1.00 ls	-	-	-	-	20,800.00 /ls	20,800	-	-	20,800	
	Site Sealant Bid	1.00 ls	-	-	-	-	1,000.00 /ls	1,000	-	-	1,000	Put \$1000 if nobody includes it.
	OPENINGS											
08-11-13	HOLLOW METAL DOORS & FRAMES											
	Hollow Metal Door & Frame Material Bid	1.00 ls	-	-	-	-	207,615.00 /ls	207,615	-	-	207,615	
	Hollow Metal Door & Frame Labor Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
08-14-05	WOOD DOORS											
	Wood Door Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
08-41-05	ENTRANCES & STOREFRONTS											
	Storefront & Curtain Wall Bid	1.00 ls	-	-	-	-	1,563,554.00 /ls	1,563,554	-	-	1,563,554	
	Automatic Door	1.00 ls	-	-	-	-	25,000.00 /ls	25,000	-	-	25,000	
08-71-05	DOOR HARDWARE											
	Hardware Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
08-83-05	MIRRORS											
	Full height mirrors in restrooms.	1.00 ls	-	-	-	-	9,950.00 /ls	9,950	-	-	9,950	
08-91-05	LOUVERS											
	Louver Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	\$6445 M. Should be included by mech. contractor.
	FINISHES											
09-21-16	GYPSUM BOARD ASSEMBLIES											
	GWB Sub Bid	1.00 ls	-	-	-	-	857,813.00 /ls	857,813	-	-	857,813	
09-24-05	PORTLAND CEMENT PLASTERING											
	Stucco/Plaster Bid	1.00 ls	-	-	-	-	521,218.00 /ls	521,218	-	-	521,218	
09-30-13	CERAMIC TILING											
	Ceramic Tile Bid	1.00 ls	-	-	-	-	212,250.00 /ls	212,250	-	-	212,250	
09-51-05	ACOUSTIC CEILINGS											
	Acoustic Ceiling Bid	1.00 ls	-	-	-	-	370,617.00 /ls	370,617	-	-	370,617	
09-63-40	STONE FLOORING											
	Stone Flooring: Stone Tread at Stair 1&2	1.00 ls	0.00 /ls	0	0.00 /ls	0	1.00 /ls	1	-	-	1	Plug in \$88,186 for M if no quote.
09-65-19	RESILIENT TILE FLOORING											
	VCTFlooring Bid	1.00 ls	-	-	-	-	17,786.00 /ls	17,786	-	-	17,786	

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Amount	Other Amount	Total Amount	Notes
09-66-05	TERRAZZO FLOORING											
	Terrazzo Flooring Bid	1.00 ls	-	-	-	-	218,000.00 /ls	218,000	-	-	218,000	
	Bronze School Seal at Two Entrance	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	Put \$8000 if not included.
09-68-05	CARPETING											
	Carpet Bid	1.00 ls	-	-	-	-	99,731.00 /ls	99,731	-	-	99,731	
09-91-05	PAINTING											
	Paint Bid	1.00 ls	-	-	-	-	167,540.00 /ls	167,540	-	-	167,540	
09-93-05	STAINING & TRANSPARANT FINISH											
	Staining on Wood Deck and Wood Paneling Product	1.00 ls	-	-	-	-	3,000.00 /ls	3,000	-	-	3,000	\$3000 if nobody has it.
09-96-56	EPOXY COATINGS											
	Sealed Concrete Bid	1.00 ls	-	-	-	-	3,000.00 /ls	3,000	-	-	3,000	
	SPECIALTIES											
10-11-16	MARKERBOARDS											
	Marker Board Bid	1.00 ls	3,000.00 /ls	3,000	16,612.00 /ls	16,612	-	-	-	-	19,612	
10-14-05	SIGNAGE											
	Signage Bid	1.00 ls	-	-	/ls		18,302.00 /ls	18,302	-	-	18,302	
10-14-19	DIMENSIONAL LETTERING											
	Dimensional Letter Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
10-21-13	TOILET COMPARTMENTS											
	Metal Toilet Partition Bid	1.00 ls	2,000.00 /ls	2,000	12,023.00 /ls	12,023	- /ls	-	-	-	14,023	
10-22-26	OPERABLE PARTITIONS											
	Automatic Vert. Retractable Partition Bid	1.00 ls	-	-	-	-	102,300.00 /ls	102,300	-	-	102,300	
10-28-13	TOILET ACCESSORIES											
	Toilet Accessories Bid	1.00 ls	3,000.00 /ls	3,000	11,426.00 /ls	11,426	- /ls	-	-	-	14,426	
10-44-05	FIRE PROTECTION SPECIALTIES											
	Fire Extinguisher & Cabinet Bid	1.00 ls	1,000.00 /ls	1,000	3,223.00 /ls	3,223	-	-	-	-	4,223	
10-75-05	FLAGPOLES											
	Roof Mounted Flagpole	1.00 ls	1,000.00 /ls	1,000	3,125.00 /ls	3,125	- /ls	-	-	-	4,125	
	EQUIPMENT											
11-52-05	AUDIO-VISUAL EQUIPMENT											
	Projection Screen Bid	1.00 ls	4,000.00 /ls	4,000	52,753.00 /ls	52,753	0.00 /ls	0	-	-	56,753	
	Motorized Projector Lift in Commons	1.00 ls	-	-	-	-	12,000.00 /ls	12,000	-	-	12,000	Delete if electrician included it.
	FURNISHINGS											
12-21-05	WINDOW BLINDS											
	Window Roller Shades	1.00 ls	-	-	0.00 /ls	0	97,000.00 /ls	97,000	-	-	97,000	
12-36-05	COUNTERTOPS											
	Counter Top Bid	1.00 ls	-	-	/ls		1.00 /ls	1	-	-	1	
12-48-13	ENTRANCE FLOOR MATS & FRAMES											
	Entrance Mat Bid	1.00 ls	2,000.00 /ls	2,000	2,825.00 /ls	2,825	-	-	-	-	4,825	
	CONVEYING EQUIPMENT											
14-24-05	HYDRAULIC ELEVATORS											
	Elevator Bid	1.00 ls	-	-	-	-	122,000.00 /ls	122,000	-	-	122,000	
	FIRE SUPRESSION											
21-13-05	FIRE SPRINKLER SYSTEMS											
	Fire Protection Bid	1.00 ls	-	-	-	-	200,000.00 /ls	200,000	-	-	200,000	
	Firecaulking	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	PLUMBING											
22-05-05	PLUMBING											
	Plumbing Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Firecaulking	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	HVAC											
23-05-05	HVAC											
	HVAC Bid	1.00 ls	-	-	-	-	1,957,000.00 /ls	1,957,000	-	-	1,957,000	
	Firecaulking	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Equipment Pads	1.00 ls	-	-	-	-	1,000.00 /ls	1,000	-	-	1,000	\$1000 if they exclude it.
	ELECTRICAL											
26-05-05	ELECTRICAL											
	Electrical Bid / ls	1.00 ls	-	-	-	-	2,300,000.00 /ls	2,300,000	-	-	2,300,000	
	Temporary Lighting	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Firecaulking	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Amount	Other Amount	Total Amount	Notes
26-05-05	ELECTRICAL											
	Equipment Pads	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	\$1000 if they exclude it.
	COMMUNICATIONS											
27-20-05	DATA COMMUNICATIONS											
	Communications System Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
27-30-05	VOICE COMMUNICATIONS											
	Radio Signal Booster System	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	ELEC. SAFETY-SECURITY											
28-31-05	FIRE DETECTION & ALARM SYSTEMS											
	Fire Alarm System Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Security	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	EARTHWORK											
31-22-05	GRADING											
	Site Package Bid	1.00 ls	-	-	0.00 /ls	0	1,600,000.00 /ls	1,600,000	-	-	1,600,000	
	Below Grade Concrete Washing Out	1.00 ls	-	-	0.00 /ls	0	1.00 /ls	1	-	-	1	C721, (3) over construction
31-31-16	TERMITE CONTROL											
	Termite Control -Sub	1.00 ls	-	-	-	-	6,500.00 /ls	6,500	-	-	6,500	
31-62-05	DRIVEN PILES											
	Pile Driving Bid	1.00 ls	-	-	-	-	517,330.00 /ls	517,330	-	-	517,330	
	EXTERIOR IMPROVEMENTS											
32-12-05	FLEXIBLE PAVING											
	Asphalt Paving Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Road Patching for 4" Com. Cable Thru Campus	1.00 ls	-	-	-	-	5,000.00 /ls	5,000	-	-	5,000	E062
32-13-13	CONCRETE PAVING											
	Concrete Paving Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Curb & Gutter Bid	1.00 1	-	-	-	-	1.00 /1	1	-	-	1	
32-13-20	CONCRETE WALKS											
	Concrete Sidewalk Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Exterior Stair in Sidewalk	1.00 ls	-	-	-	-	1,500.00 /ls	1,500	-	-	1,500	Put \$1500 if nobody includes.
32-17-23	PAVEMENT MARKINGS											
	Striping Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Site Signage Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
	Wheel Stop	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
32-31-19	DECORATIVE METAL FENCES & GATES											
	Decorative Fence	1.00 ls	/ls		/ls		50,100.00 /ls	50,100	-	-	50,100	C622, 130', 4' Tall. Estimated price \$8000
32-91-19	LANDSCAPE GRADING											
	Soil Prep. for Landscaping	1.00 ls	-	-	-	-	5,000.00 /ls	5,000	-	-	5,000	
	Landscaping	1.00 ls	-	-	-	-	129,759.23 /ls	129,759	-	-	129,759	
	UTILITIES											
33-11-05	WATER UTILITIES											
	Site Utilities Water Service Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
33-31-13	SANITARY SEWER PIPING											
	Site Utilities Sanitary Sewer Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	
33-41-13	STORM DRAINAGE PIPING											
	Storm Drainage Bid	1.00 ls	-	-	-	-	1.00 /ls	1	-	-	1	

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	25,300		0.680 hrs				0.13%
Material	386,327						1.99%
Subcontract	17,425,840						89.93%
Equipment	11,001						0.06%
Other	1,037,933						5.36%
	18,886,401	18,886,401					97.46 97.46%
Material SalesTax	30.906			8.000 %	C		0.16%
Labor Burden	6.072			24.000 %	C		0.03%
	36,978	18,923,379					0.19 97.65%
Columbia Business License	2.377				B		0.01%
Out of Town Business License	69.048				B		0.36%

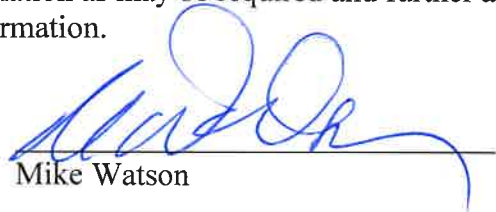
		Estimate Totals				
	71,425	18,994,804			0.37	98.02%
Performance & Pavment Bonds	94.013				0.49%	
Sub Bonds	144.876		0.950 %	B C	0.75%	
	238,889	19,233,693			1.23	99.26%
General Liability	144.253		0.750 %	T	0.74%	
	144,253	19,377,946			0.74	100.00%
Profit				T		
Buv Out Deduction		19,377,946		C		100.00%
Contingency		19,377,946		T		100.00%
Total		19,377,946				

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) Affidavit of Mike Watson

PERSONALLY APPEARED BEFORE ME, MIKE WATSON, WHO, AFTER BEING DULY SWORN, STATES:

1. My name is Mike Watson and I am the Regional Manager for China Construction America South Carolina, Inc. (“CCASC”). As the Regional Manager, I am the senior corporate representative, responsible for the management and supervision over all operations of the CCASC in the south eastern United States, including, without limitation, the management and oversight of all estimating and bidding for all projects in the region.
2. I personally made the decision to compete for the Bastin Hall Project and supervised the bidding and the submission of the final bid for the Project. I also received assistance from Harry Tian who served as the proposed Project Manager of the Project during the bidding phase.
3. CCASC uses a computer software estimating program known as Sage Estimating in preparing our bids and estimates. I personally reviewed the bid recap which was attached at Exhibit B to CCASC’s request for bid correction and is likewise attached hereto. I personally made the final decision of the final bid amount to submit to the Citadel and I relied upon Exhibit B in making this decision. I am personally familiar with the recap sheet and the format of that document and I attest and affirm that Exhibit B is an accurate and true copy of CCASC’s final bid recap sheet as it existed just prior to the submission of the bid excepting only the date annotation (see paragraph 8, below). I relied upon this document and the contents thereof in making the determination of the final Bid of CCASC for the Project.
4. In reviewing the document, I determined that the total amount of the suggested bid on the recap sheet, based upon very modest margins was \$19,377,946 and I further determined that I would reduce the bid price and round down the number to \$19,350,000 which was in fact the bid we submitted, in total reliance upon the bid recap sheet.
5. Regrettably, after the bid opening we reviewed the bid and discovered two mathematical errors in the recap sheet, one of which was very significant.
6. For each phase, our estimating software allows us to establish a “/ls” pricing option if we receive a subcontractor quote on a “lump sum” basis. If this designation is indicated when the information is entered into the software, the lump sum price will automatically be carried forward to the “total mount” column and the total amount of the subcontractor’s lump sum price will be carried forward into the amount of the final bid.

7. For Phase 7-54-05, instead of the “lump sum” designation, a “/sq” or unit price per square foot designation was used. When this occurs, it is my understanding that the software will automatically compute a “total amount” which is the product of the units multiplied by a unit price. If no unit price is entered into the spreadsheet, the unit price will default to \$.01 as a placeholder. In the item for the PVC Sheet Roofing, the program interpreted the intended price as 650,203 square feet multiplied by \$.01 per foot which resulted in a total amount of \$6,502 on an erroneous unit priced basis. This resulted in a mistake of \$643,791. Similarly, on the PVC Sheet Roofing, we mistakenly used a “/sf” entry which then resulted in a total amount which was 5,000 square feet multiplied by \$.01 which or \$50.00. Both of these mathematical computations are obviously incorrect and are manifest from the face of the bid worksheet. I believe that the reason for the mistake is the failure to properly designate the item as a “/ls” when the information was entered in the estimating software.
8. Exhibit B is not an excel spreadsheet but was in fact print out directly from our software program. I can further attest that every time information is reviewed or accessed, the software will automatically update and when items are printed from the software the software will indicate the date and time the item was printed. Therefore, Exhibit B does in fact bear a date and time of “12/12/2018 5:10 PM” in the upper right hand corner, but I attest and affirm that the content of the estimate was not modified subsequent to the bid opening and is in all respects exactly the same information upon which I relied in making the business decision for CCASC to submit a final bind in the amount of \$19,350,000.
9. I am available to offer any additional information as may be required and further attest to the authenticity and truthfulness of this information.


Mike Watson

Sworn and subscribed before me this 31 day of December 2018.



Notary Public MECKLENBURG COUNTY

My Commission Expires: 8/19/2023



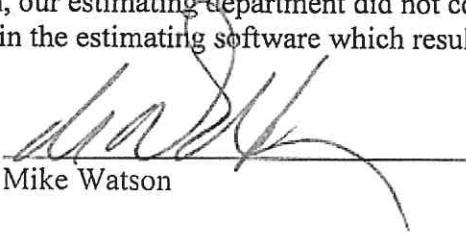
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Supplemental Affidavit of Mike Watson

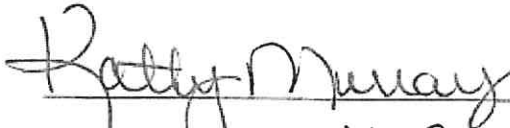
PERSONALLY APPEARED BEFORE ME, MIKE WATSON, WHO, AFTER BEING DULY SWORN, STATES:

1. By way of supplementation and addition to my previous affidavit, I am providing additional information to the Office of The State Engineer in further support of the request to correct CCASC's bid to properly reflect the intended price for the Bastin Hall Project.
2. On January 7, 2018, I met personally with the State Engineer and his legal counsel and provided supplemental information and also a live demonstration of the Sage estimating software with a member of our staff and our legal counsel in order to assist the CPO in the review of this matter.
3. Sage software incorporates an audit function, and from an examination of the audit feature, we were able to provide electronic proof that the last amendment to CCASC's bid for the PVC Sheet Roofing occurred on December 12, 2018 at 1:29 PM which was prior to the bid opening and the estimate has not amended, changed, or modified subsequent to the bid opening and is in fact an accurate electronic chain of custody of our final estimate for this item. Proof of this is in the printed "audit report" attached at exhibit A.
4. I also provided proof that the PVC roofing bid was received from Pickens Roofing, our intended subcontractor, by email on or about 10:12 AM on December 12, 2018 and this documentation is attached at exhibit B. Similarly, I provided proof of CCASC' receipt of the amount of the waterproofing quote received by facsimile from Watertight Systems, Inc.
5. I also provided a fuller explanation of the precise nature of the mistake and a hypothesis as to how the mistake most probably occurred. Form an examination of the Sage estimate, it is evident that on bid day CCASC erroneously recorded the subcontractor bid for the PVC roofing as a unit price of \$650,203 per square (100 square feet) as indicated by "/sq" instead of the intended lump sum or "/ls" of \$650,203. The estimating program then erroneously determined a single square foot unit price of \$6,502 for the PVC roofing and this number, as is evident from the recap sheet was incorporated into CCASC's over-all price instead of the full amount of the lump sum bid as if the item were being bid on a unit priced basis. This resulted in a mathematical error and understatement of \$643,701.00. A similar error occurred on the poly board waterproofing. Instead of incorporating the bid as a \$5,000 lump sum, the recap sheet erroneously computed the item on a unit-priced basis which resulted in a bid of \$50.00 per square foot instead of the intended lump sum price. This resulted in an error and understatement of \$4,950.00.

6. We believe that the error may have been incorporated into our estimate from the first bid as the bid on December 12, 2018 was in fact a re-bid of the Project. For the initial bid, CCASC had not received a roofing price and thus resorted to making its own estimate on a square foot or unit priced basis. It is likely that for the re-bid, after we received the lump sum price for the two items in question, our estimating department did not correctly adjust the estimating formulas and bid basis in the estimating software which resulted in the error.


Mike Watson

Sworn and subscribed before me this 8th day of January 2019.


Notary Public South Carolina

My Commission Expires: 8/8/2028

EXHIBIT A

Bridget Steele

From: Mike Watson <watson_michael@ccase.us>
Sent: Monday, January 07, 2019 4:44 PM
To: Bridget Steele
Subject: Fwd: Bastin Screen Shot
Attachments: Bastin Screen Shot.docx; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Jason Langdon <langdon_jason@ccase.us>
Date: January 7, 2019 at 4:40:39 PM EST
To: Mike Watson <watson_michael@ccase.us>
Subject: Bastin Screen Shot



Jason Langdon
Assistant Project Manager
CCA Southeast
6100 Fairview Road, Suite 616
Charlotte, NC 28210
Cell: (803) 603-2156



WWW.CHINA CONSTRUCTION.US

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Estimate Company: **Takeoff Audit Report** Page 3A
 Austin Hall REED 1/7/2019 4:37 PM

Sequence	Date	Time	Phase	Name	Description
216	12/12/2018	1:25 PM	06:16:05		05 Sheathing Bd
218	12/12/2018	1:28 PM	06:41:05		05 Architectural Casework Rd
222	12/12/2018	1:51 PM	05:12:23		05 Structural Steel Rd
228	12/12/2018	1:58 PM	05:50:20		05 Misc. W/door, W/door Pan Star, Metal Railing
231	12/12/2018	1:25 PM	05:13:43		05 S.S. Rail at Entrance and Stairment Star
234	12/12/2018	1:29 PM	04:26:01		05 Cast Stone Sillstone Rd
238	12/12/2018	1:29 PM	04:72:05		10 Cast Stone Sillstone Rd
246	12/12/2018	1:29 PM	03:31:05		05 CP Concrete Turnkey Package
247	12/12/2018	10:42 AM	01:16:45		05 Lump Sum Gen. Cond.
248	12/12/2018	10:51 AM	01:24:13		05 Allowances #1 - General Sanction Equip. & Assistance
249	12/12/2018	10:51 AM	01:21:13		05 Allowances #2 - SCL&G Rebar/2" Gas Line
250	12/12/2018	10:51 AM	01:21:13		05 Allowances #3 - Water Tap Fee
251	12/12/2018	1:39 PM	02:41:13		05 Survey Existing Sewer System
252	12/12/2018	1:35 PM	03:45:45		05 Architectural Precast Material-Rd
253	12/12/2018	1:35 PM	03:46:45		05 Architectural Precast Urinals-Rd
254	12/12/2018	1:38 PM	06:15:18		05 Vinyl Steel Deck Bd
255	12/12/2018	1:27 PM	06:42:25		05 Vinyl Ceiling Bd
256	12/12/2018	1:27 PM	06:42:25		05 Vinyl Steel in Steel #1, #2 & Tread Casework
257	12/12/2018	1:27 PM	06:42:25		05 Wood Base for Terrazzo Floor
258	12/12/2018	1:27 PM	06:42:25		05 Vinyl Wall Panels of Commune
259	12/12/2018	1:29 PM	07:54:45		05 PVC Sheet Roofing
260	12/12/2018	1:30 PM	07:55:45		05 Intimate/Account Framing Rd
261	12/12/2018	1:29 PM	06:40:45		05 Full-height mirrors in restrooms
262	12/12/2018	1:29 PM	06:43:45		05 Stone Flooring - Stone Tread at Stair 1&2
263	12/12/2018	1:38 PM	09:30:05		05 Cladding on Wood Deck and Vinyl Parking Product
264	12/12/2018	12:25 PM	11:52:30		05 Projection Screen Rd
268	12/12/2018	1:18 PM	11:52:30		05 Historical Projector LIT in Commune
269	12/12/2018	1:18 PM	11:52:30		05 Fire Sprinkler Rd
269	12/12/2018	1:18 PM	11:52:30		05 Wheel Stop
271	12/12/2018	1:31 PM	12:25:45		05 Below Grade Concrete Washing Out
272	12/12/2018	12:13 PM	12:31:18		05 Demerolite Fence
274	12/12/2018	1:37 PM	02:35:45		210 Sandblast on All Exterior S&W and S&W&W
275	12/12/2018	1:38 PM	12:04:19		10 Soil Prep. for Landscaping
276	12/12/2018	1:38 PM	12:15:20		05 Exterior Stair in S&W&W
278	12/12/2018	1:29 PM	06:16:11		05 30" Plywood Sheathing behind Zinc Panel
279	5/29/2018	10:17 AM	05:53:45		15 Steel Railing at All Balcony Pan Star
285	5/29/2018	10:20 AM	05:53:45		15 Alum. W/door, T5, 2" at Turret Caseworks
281	5/29/2018	2:04 PM	06:16:53		25 3/4" FRT Plywood (2) Layer at Turret Casework
282	12/12/2018	1:25 PM	05:75:45		05 Perfor. Straight Plywood Steel at Cour 1
283	12/12/2018	1:28 PM	05:75:45		05 S.S. Rail at Steel Turret & Perimeter
284	12/12/2018	1:27 PM	06:41:45		05 White Oak Wood S&W Under Stair 1&2
285	12/12/2018	12:48 PM	06:45:45		05 Bronze Screen/S&W at Turret Entrance
286	12/12/2018	1:27 PM	06:41:45		05 3/4" FRT Plywood W/door Steel
287	12/12/2018	1:43 PM	22:12:45		05 Area Patching for 4" Con. C&W Turret Corners
288	12/12/2018	1:24 PM	03:31:05		05 4" Thong Concrete Toppings of Terrace
289	12/12/2018	12:53 PM	01:54:45		10 1 1/2" Poly Board Insulation/Drainage
290	12/12/2018	1:31 PM	02:41:13		05 Sand/Gravel/Grout/Drainage
291	12/12/2018	1:37 PM	02:41:13		05 Existing Underground P&W Corrs
292	12/12/2018	1:37 PM	02:41:13		05 Reuse and Reopen Existing Parking Lot
293	5/10/2018	2:18 PM	03:31:45		05 Grade Beam/Heel Cap Backfill
294	5/29/2018	10:30 AM	03:31:45		05 Concrete Filling at Dumpster Area
295	6/10/2018	8:18 AM	03:31:45		05 Site Concrete Retaining Wall and Fencing
296	5/29/2018	10:30 AM	06:16:53		05 Dumpster Wood Gile
297	12/12/2018	1:24 PM	04:72:05		10 Stone Veneer
298	12/12/2018	10:40 AM	01:16:45		10 Underpinning on Deck
299	12/12/2018	1:38 PM	12:30:18		10 Landscaping

Grand Total: 13,377,946

1/7/2019

Sequence	Date	Time	Phase	Item	Description
215	12/12/2018	1:30 PM	06-16-05		05 Sheathing Bid
218	12/12/2018	1:26 PM	06-41-05		05 Architectural Casework Bid
222	12/12/2018	1:51 PM	05-12-23		05 Structural Steel Bid
226	12/12/2018	1:30 PM	05-50-05		05 Misc. Metals: Metal Pan Stair, Metal Railing
231	12/12/2018	1:25 PM	05-73-05		05 S.S. Rail at Entrance and Monument Stair
234	12/12/2018	1:23 PM	04-22-05		05 CMU Block at Dumpster Area
238	12/12/2018	1:39 PM	04-72-05		05 Cast Stone Material Bid
239	12/12/2018	12:22 PM	04-72-05		10 Cast Stone Erection Bid
246	12/12/2018	1:23 PM	03-31-05		05 CIP Concrete Turnkey Package
247	12/12/2018	10:02 AM	01-10-05		05 Lump Sum Gen. Cond.
248	12/12/2018	10:01 AM	01-21-13		05 Allowances #1: Owner selected equip. & appliance
249	12/12/2018	10:01 AM	01-21-13		10 Allowances #2: SCE&G Relocate 2" Gas Line
250	12/12/2018	10:01 AM	01-21-13		15 Allowances #3: Water Tap Fee
251	12/12/2018	1:37 PM	02-41-13	—	Survey Existing Sewer System
252	12/12/2018	1:35 PM	03-45-05		05 Architectural Precast Material-Bid
253	12/12/2018	1:35 PM	03-45-05		10 Architectural Precast Erection-Bid
254	12/12/2018	1:30 PM	06-15-16		05 Wood Roof Deck Bid
255	12/12/2018	1:27 PM	06-42-05		05 Wood Ceiling Bid
256	12/12/2018	1:27 PM	06-43-05		190 Wood Rail in Stair #1, #2 & Tired Classrooms
257	12/12/2018	1:27 PM	06-42-05		05 Wood Base for Terrazzo Floor
258	12/12/2018	1:27 PM	06-42-05		05 Wood Wall Panels at Commons
259	12/12/2018	1:29 PM	07-54-05		10 PVC Sheet Roofing
260	12/12/2018	1:00 PM	07-81-05		05 Intumescent Fireproofing Bid
261	12/12/2018	1:22 PM	08-83-05		10 Full height mirrors in restrooms.
262	12/12/2018	12:49 PM	09-63-40		05 Stone Flooring: Stone Tread at Stair 1&2
263	12/12/2018	1:00 PM	09-93-05		05 Staining on Wood Deck and Wood Paneling Product
264	12/12/2018	12:05 PM	11-52-05		20 Projection Screen Bid
266	12/12/2018	1:41 PM	11-52-05		20 Motorized Projector Lift in Commons
267	12/12/2018	12:59 PM	31-62-05		05 Pile Driving Bid
268	12/12/2018	1:32 PM	32-17-23		30 Wheel Stop
271	12/12/2018	1:31 PM	31-22-05		05 Below Grade Concrete Washing Out
272	12/12/2018	12:13 PM	32-31-19	—	Decorative Fence
274	12/12/2018	1:37 PM	03-35-05		200 Sandblast on All Exterior Site Wall and Sidewalk
275	12/12/2018	1:36 PM	32-91-19		10 Soil Prep. for Landscaping
276	12/12/2018	1:36 PM	32-13-20		02 Exterior Stair in Sidewalk
278	12/12/2018	1:25 PM	06-10-53		05 5/8" Plywood Sheathing behind Zinc Panel
279	5/29/2018	10:17 AM	05-55-05		15 Stair Nosing at All Metal Pan Stair
280	5/29/2018	10:26 AM	05-55-05		15 Alum. Nosing TS-3 at Tiered Classrooms
281	5/29/2018	2:06 PM	06-10-53		05 3/4" FRT Plywood (2) Layer at Tiered Classroom
282	12/12/2018	1:25 PM	05-73-05		05 Prefab. Straight Plate Steel Rail at Stair 1
283	12/12/2018	1:25 PM	05-73-05		05 S.S. Rail at Roof Terrace & Penthouse
284	12/12/2018	1:27 PM	06-41-05		05 White Oak Wood Seat Under Stair 1&2
285	12/12/2018	12:48 PM	09-66-05		05 Bronze School Seal at Two Entrance
286	12/12/2018	1:27 PM	06-41-05		05 5/4" PTD Hardwood Window Stool
287	12/12/2018	1:43 PM	32-12-05		05 Road Patching for 4" Com. Cable Thru Campus
288	12/12/2018	1:24 PM	03-31-05		05 4" Floating Concrete Topping at Terrace
289	12/12/2018	12:53 PM	07-54-05		10 1 1/2" Poly Board Insulation/Drainage Board/Waterproofing at Terrace
290	12/12/2018	1:31 PM	02-41-13		05 Site Above Ground Demolition
291	12/12/2018	1:37 PM	02-41-13		05 Existing Underground Pile Demo
292	12/12/2018	1:37 PM	02-41-13	—	Reseal and Restripe Existing Parking Lot
293	5/31/2018	2:18 PM	03-31-05		05 Grade Beam/Pile Cap Backfill
294	5/30/2018	10:30 AM	03-31-05		05 Concrete Footing at Dumpster Area
295	6/1/2018	9:18 AM	03-31-05		05 Site Concrete Retaining Wall and Footing
296	5/30/2018	10:16 AM	06-10-53		05 Dumpster Wood Gate
297	12/12/2018	1:24 PM	04-72-05		10 Stone Veneer
298	12/12/2018	10:40 AM	07-12-05		10 Waterproofing on Roof
299	12/12/2018	1:36 PM	32-91-19		10 Landscaping

Grand Total: 19

EXHIBIT B

Bridget Steele

From: Mike Watson <watson_michael@ccase.us>
Sent: Monday, January 07, 2019 4:17 PM
To: Bridget Steele
Subject: Fwd: Bastin Hall School of Business Roofing Proposal
Attachments: Bastin Hall Roof Proposal.pdf; ATT00001.htm

Bridget
Could you print this and bring it to Hank downstairs?

Sent from my iPhone

Begin forwarded message:

From: Haojie Tian <tian_haojie@ccase.us>
Date: January 7, 2019 at 4:12:43 PM EST
To: Mike Watson <watson_michael@ccase.us>
Subject: FW: Bastin Hall School of Business Roofing Proposal



Harry Tian

From: Tish Brown <letisha@pickensroofing.com>
Sent: Wednesday, December 12, 2018 10:12 AM
To: Haojie Tian <tian_haojie@ccase.us>
Cc: 'Bert Pickens' <bert@pickensroofing.com>; 'Ben Pickens III' <ben3@pickensroofing.com>;
craig@pickensroofing.com
Subject: Bastin Hall School of Business Roofing Proposal

Good afternoon,

Please see attached bid submission. We appreciate the opportunity to bid this work.

Thanks,

Letisha Brown
Pickens Roofing & Sheet Metal, Inc.
P.O. Box 2508
Spartanburg, SC 29304
ph.(864) 582-3485
fax(864) 585-4352



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PICKENS ROOFING & SHEET METAL, INC.

"FOURTH GENERATION ROOFING & SHEET METAL CONTRACTOR"

Roofing Proposal

To: Bidders	From: Ben Pickens
Fax: (864)444-7330	Pages: 2
Phone:	Date: 12/12/2018
Re:	CC:

Bastin Hall
Charleston SC

We include the following for Drawings Dated: 04/16/2018 only

Roof Insulation

PVC Roofing

Sheet Metal Flashing and Trim

Flat Lock Metal Wall Panels

PVC Roof scope of work is as follows:

- Furnish and install two layers 2" polyisocyanurate insulation and single layer 5/8" Dens Dek Prime Coverboard mechanically fastened to sloped metal deck (by others).
- Tapered insulation as shown on roof plan only.
- Furnish and install 060 PVC membrane roofing adhered per manufacturer's warranty details.
- Flash all roof curbs as shown on the roof plan only.
- Flash all vent pipes as shown on the roof plan only.
- No walkway is shown or included
- Furnish and install Shop Fabricated Copings, Fascia of 0.8mm Zinc. Fabricate and install Scupper Liners and Counterflashings of 24 ga Stainless Steel. All metals are quoted as being shop fabricated by Pickens Roofing's ES-1 ANSI/SPRI tested fabrication facility
- Furnish and install 30" x 54" Roof Hatch, R-12 insulation, Kynar Coating, Safety Railing and Ladder Assist Post.
- Provide a 2 year Pickens Roofing workmanship warranty covering all defects/problems during the first 2-years of the roof system.
- Provide a 20 year, 120 mph Wind Speed Membrane Manufacturer's Warranty at the completion of the project. 157 mph Wind Speed Warranty noted in specifications is not available.

WWW.PICKENSROOFING.COM



300 South Ave. • PO Box 2508
Spartanburg, SC 29304
864/ 582-3485 • Fax: 864/585-4352



Flat Lock Metal Panel scope of work is as follows

- Furnish and install Fluid Applied Weather Barrier at Flat Lock Panel locations.
- Fabricate and install Concealed Fastener Flat Lock Metal Wall Panels of 0.8mm Zinc mechanically fastened to approved substrate (by Others)
- Fabricate and install edge trim of matching materials
- All metals are quoted as being shop fabricated by Pickens Roofing's ES-1 ANSI/SPRI tested fabrication facility

Lump Sum Price for the above stated Scope of Work is: \$650,203.00

Add Alternate: Hot applied waterproofing on terrace only \$37,500.00

Exclusions: Waiver of Subrogation, Performance and Payment Bond (price for it can be added to the contract, it is just not figured),

Wood blocking /wood nailers/rough carpentry. Wood nailers, if required, to be installed by the General Contractor. Pickens Roofing will help coordinate heights, etc., but nailers are to be installed prior to roof installation.

Add Alternate: \$3.95 per BF

Mechanical curbs, raising mechanical curbs, wiring of mechanical curbs or other rooftop equipment, electrical hook ups and disconnects, gas hook ups and disconnects, plumbing hook ups and disconnects

Any adjacent roofing, repairs, or alterations not specified above

Roof curbs, roof drains, downspout boots, framing of any kind, roof top ladders, roof access ladders, awnings, or canopies, tie in to underground drainage boots at grade.

Below-deck batt insulation/insulation below metal deck or on the backside of parapet walls.

Thru-Wall flashings for the brick mason and SS flashing, coping stones, guard rail system, mechanical equipment screen walls, fluid applied membrane air barriers, wall and air barriers not underneath roof system

Custom Colors

All interior work or associated items.

We appreciate the opportunity to quote this work. Please feel free to call my cell phone with any questions or concerns. That number is 864-444-7330

If I can be of further assistance, please do not hesitate to call.

Sincerely,



Ben Pickens

CEO/Owner

"Keeping Our Customers Dry Since 1904"

Pickens Roofing & Sheet Metal Inc. PO Box 2508 | 300 South Avenue | Spartanburg, SC 29304 P: 864.582.3485 F: 864.585.4352

WWW.PICKENSROOFING.COM



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EXHIBIT C

Bridget Steele

From: Mike Watson <watson_michael@ccase.us>
Sent: Monday, January 07, 2019 4:27 PM
To: Bridget Steele
Subject: Fwd: Waterproofing Quote
Attachments: ws5440 The Citadel Bastin Hall - School of Business Charleston SC 121318 dj.pdf; ATT00001.htm

Could you print this too?

Sent from my iPhone

Begin forwarded message:

From: Haojie Tian <tian_haojie@ccase.us>
Date: January 7, 2019 at 4:26:00 PM EST
To: Mike Watson <watson_michael@ccase.us>
Subject: Waterproofing Quote

Harry Tian
Project Manager
CCA Southeast Inc.
6100 Fairview Road, Suite 616
Charlotte, NC 28210
Tel: (704)-900-6533 Direct: 980-701-4031
Cell.: (803)600-0624 Fax: (704)-900-7862
<http://www.chinaconstruction.us>



WWW.CHINACONSTRUCTION.US

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PROPOSAL

12/13/2018



Project: The Citadel – Bastin Hall School of Business

Location: Charleston, SC

WATERTIGHT SYSTEMS, INC. will provide labor, material, equipment, insurance, payroll taxes, trucking and supervision to perform the following, during normal business hours:

SECTION 071113 - BITUMINOUS DAMPPROOFING:

Applies to exterior foundation walls behind cast stone veneer. **\$3,750.00**

SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING:

Applies to elevator pit walls and foundation slab. **\$5,000.00**

SECTION 071413 - HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING:

Applies to slab at terrace #342. **\$41,500.00**

SECTION 072726 - FLUID-APPLIED MEMBRANE AIR BARRIERS (ABAA):

Applies to exterior wall sheathing behind stucco. **\$88,950.00**

Add for drainage board: \$

SECTION 079200 - JOINT SEALANTS:

Applies to exterior cast stone/precast cladding joints, cast stone coping/cap joints, dissimilar material joints between stucco, precast and trim, steel shelf angles, exterior metal door frames, louvers and vents, scuppers and downspouts, and exterior concrete at building face. **\$19,085.00**

ADDENDA REVIEWED: one thru five.

All bid amounts quoted on this proposal will be valid for 30 days.

Watertight Systems Inc. makes no representation or warranty, expressed or implied or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organism; Watertight Systems, Inc. shall have no duty, responsibility or liability, all of which is expressly waived by you for losses, fines, penalties or damages (actual, consequential, punitive or otherwise) arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building or equipment and systems or proposals, personal injury, sickness or disease associated with mold, fungi, rust, corrosion, or other bacteria or organism. Any implied warranties including any implied warranty of workmanlike construction, implied warranty of habitability, or implied warranty of fitness for a particular use, are hereby waived and disclaimed. This proposal may be withdrawn by us if not accepted within 30 days. Any alteration or deviation from above described scope of work involving extra costs will be executed only upon written orders and will become an extra charge over and above this quote. This proposal shall be made part of the contract. All agreements contingent upon strikes, accidents or delays beyond our control. Insurance requirements for this contract not to exceed \$ 1,000,000.00. Bond costs are not included in this proposal. Payment to be 100 % upon completion, minus retainage, net 30 days.

Authorized by:

Randall M. West

Preserving today's structures for tomorrow

www.watertightsystems.com

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