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COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES

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CHAIRMAN, SENATE FINANCE COMMITTEE

G. MURRELL SMITH, JR.
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: Dream Team Construction, LLC
File No.: 2020-012
Posting Date: June 30, 2020
Contracting Entity: South Carolina State University
Project No.: H24-N288-FW
Description: 1890 Robert L Hurst Building: HVAC Design and Engineering

DIGEST

Prime bidder's protest denied, where the subcontractor listed in its bid to perform the Electrical work lacked a Mechanical License with an Electrical subclassification in the proper license group. The protest is incorporated herein by reference and attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review per S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On April 15, 2020, South Carolina State University (SCSU) advertised for bids for air conditioning system renovation, replacing interior lights, and replacing ACT ceiling grid system in the 1890 Robert L Hurst Building (the Project). [Exhibit B] By the deadline for receipt of bids, SCSU received three bids. [Exhibit C] Dream Team Construction, LLC (DTC) was the low bidder. *Id.* Per S.C. Code Ann. §11-35-1810, SCSU performed a responsibility review of DTC to include confirming that DTC and the subcontractors it listed on its bid per S.C. Code Ann. §11-35-3020(b)(i) possessed the appropriate contractor's licenses to perform the work of the Project. SCSU determined that DTC's listed subcontract for the work requiring a mechanical contractor's

license with an electrical subclassification (EL license) lacked a license in the proper license group. Therefore, SCSU determined DTC to be a nonresponsible bidder.¹

On June 2, 2020, SCSU posted a Notice of Intent to Award a contract to Triad Mechanical Contractors, Inc. [Exhibit D] On June 5, 2020, DTC filed a Notice of Intent to Protest with the CPOC. [Exhibit E] On June 12, 2020, DTC filed its protest arguing it was the lowest responsive and responsible bidder meeting all requirements of the bid.

DISCUSSION

A determination of responsibility is required by S.C. Code Ann. § 11-35-1810, which states “[r]esponsibility of the bidder or offeror shall be ascertained for each contract let by the State.” A procurement officer’s determination of responsibility is final and conclusive unless it is “clearly erroneous, arbitrary, capricious, or contrary to law.” S.C. Code Ann. § 11-35-2410(A). The South Carolina Procurement Review Panel has held that the protestant has the burden of proving that the procurement officer’s determination is “clearly erroneous, arbitrary, capricious, or contrary to law.” *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3.

A responsibility determination is a determination that the bidder has the ability to perform. *See* S.C. Code Ann. Regs. 19-445.2125(A)(1). Possession of the proper contractor’s license, either by the bidder or one of the bidder’s listed subcontractors, is an issue of responsibility. *Protest of Brantley Construction Co., Inc., supra* (where the State is investigating the bidder’s ability to perform it is deciding an issue of responsibility); *Protest of Roofco, Inc.*, Panel Case No. 2000-14(I) (stating that “the lack of a proper license to do the work solicited in a state contract will always render a bidder nonresponsible.”). If, at the time of bidding, a subcontractor listed on a bidder’s bid does not possess the proper license for performing the work for which the subcontractor was listed, then neither the listed subcontractor nor the bidder is a responsible bidder. S.C. Code Ann. § 40-11-200(B)²; *See also Protest of Burkwood Construction Company*,

¹ Per S.C. Code Ann. §11-35-1810(2), Regulation 19-445.2125(E) states:

If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility setting forth the basis of the finding shall be prepared by the procurement officer. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the procurement file.

Upon receipt of this protest, the CPOC asked SCSU for a copy of the written determination of responsibility in this case. The CPOC made this request because the Notice of Intent to Award included an attachment that simply stated DTC was nonresponsible but not why. Moreover, the protest lacked specificity raising a concern with the CPOC regarding SCSU’s compliance with Reg.19-445-2125(E). On June 17, 2020, SCSU provided a determination dated that same day. A clear indication that SCSU did comply with the Regulation. Despite SCSU’s noncompliance, the CPOC finds that DTC’s ability to present a protest and to have the issues considered was not prejudiced. *See, e.g. Appeal of Triad Mechanical*, Panel Case No. 2006-7 (finding CPO’s determination qualified as a written determination of nonresponsibility).

² “It is a violation of this chapter for an awarding authority, owner, contractor...to consider a bid, sign a contract, or allow a contractor to begin work unless the bidder or contractor has first obtained the licenses required by this

Inc., Panel Case No. 1997-8 (affirming its prior decisions that the State cannot accept a bid where the low bidder listed a subcontractor who could not perform the work specified by the bid).

DTC listed Electrician in Charge, LLC (EiC) as the subcontractor it was going to use to perform the electrical work on the Project. [Exhibit F] SCSU's review of EiC's license revealed that EiC had an EL license in license group 2. [Exhibit G] A license group places a financial limitation on the type of job a contractor may bid and perform. S.C. Code Ann. §40-11-20(11). A contractor may not offer to perform outside its license group limitation. S.C. Code Ann. §§40-11-110(21) and 270(A). An EL licensed contractor with a license in mechanical license group 2 may only perform work of \$50,000 or less. S.C. Code Ann. §40-11-260(B)(2). The project engineer estimated the part of the contract requiring an EL license at more than \$90,000. [Exhibit H] SCSU would have been justified in relying on this estimate alone to find EiC nonresponsible. *See Appeal by Cannon Const. Co.*, Panel Case No. 2012-4. However, SCSU decided to investigate further and asked DTC for its own cost breakdown for the project. [Exhibit I] DTC's breakdown listed the electrical work at \$75,687. *Id.* Because this amount exceeded the group limitation on EiC's license, SCSU found EiC, and therefore DTC, to be nonresponsible. There is nothing "clearly erroneous, arbitrary, capricious, or contrary to law" in SCSU's reasoning.

Once DTC was made aware of the issue, it responded to SCSU with an email claiming a mistake in the previous estimate and stating that its contract with EiC was for less than \$50,000.³ *Id.* However, when deciding whether the scope of work is within a contractor's license group, the question is not the amount of the contract but rather the total cost of construction for the work in question. S.C. Code Ann. §40-11-300(A). "Total cost of construction' means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project." S.C. Code Ann. § 11-40-20(23). In EiC's case, the "entire project" is the electrical work for the Project. If the total cost of electrical work exceeds \$50,000, regardless of who incurs the cost, EiC is not a responsible EL subcontractor.

SCSU reasonably and rationally relied on the project engineer's estimate and the cost breakdown provided by DTC to determine the cost of the electrical work and was justified in ignoring DTC's subsequent email concerning the value of its contract with EiC. Both these estimates estimated the cost of the electrical work at an amount exceeding \$50,000. Based on both estimates, EiC is not legally capable of performing the scope of the EL work in the Project.

chapter. Bids or contracts submitted by contractors may not be reconsidered or resubmitted to an awarding authority, contractor, or owner if the contractor was not properly licensed at the time the initial bid or contract was submitted."

³ Upon request, DTC provided the CPOC with a copy of a bid from EiC dated May 18, 2020, for \$48,900. [Exhibit J] SCSU had no obligation to ask for this document nor was it required to review it before making its determination. SCSU had plenty of evidence to make a reasoned decision without it. However, having looked at this document, the CPOC notes that the second page has a list of exclusions and inclusions which are rendered meaningless by a preceding note which states: "Note: These are standard inclusions/exclusions and may or may not apply here." Moreover, on the first page, EiC only "proposes to provide all materials and labor to install wiring." This combination of language raises a question about what is and is not included in EiC's bid.

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File No. 2020-012
June 30, 2020

Because EiC is a listed subcontractor, DTC may not substitute any other subcontractor for EiC to perform the electrical work. S.C. Code Ann. §11-35-3021; *Protest of Protest of Pizzagalli Construction Company*, Panel Case No. 1991-8. Therefore, EiC's nonresponsibility makes DTC a nonresponsible bidder on this project.

DECISION

Based on the foregoing, the CPOC finds that SCSU's determination that EiC is a nonresponsible subcontractor for the electrical work of this project, and therefore DTC is a nonresponsible bidder is not "clearly erroneous, arbitrary, capricious, or contrary to law." Therefore, the protest is denied.



John St. C. White
Chief Procurement Officer
For Construction

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised June 2019)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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>

FILING FEE: Pursuant to Proviso 111.1 of the 2019 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.



717 Old Trolley Road, Suite 6 #359 - Summerville, S.C. – 29150
(843) 330-7489 – info@dreamteamcon.org
SBE.MBE.DBE

June 12, 2020

PROCUREMENT PROTEST

Via E-mail

(protest-ose@mmo.sc.gov)

Chief Procurement Officer

1201 Main Street

Suite 600

Columbia, SC 29201

RE: South Carolina State University
1890 Robert L Hurst Building: HVAC Design and Engineering
H24-N288-FW

Dear CPO:

In accordance with Article 17 – Legal and Contractual Remedies, Section 11-35-4210 of the South Carolina Code of Laws, Dream Team Construction LLC hereby submits its formal written protest to dispute the Notice of Intent to Award to Triad Mechanical Contractor. This dispute is in reference to the South Carolina State University Project H24-N288-FW Construction bid dated May 19, 2020 / notice of intent June 2, 2020.

Recently the above-referenced job was solicited. Based upon the Bid Tabulations bids were submitted by Triad Mechanical Contractors, Cullum Services, Inc., and Dream Team Constructions. According to GMK Engineer and the Office of State Engineer, the attended awarded bidder is Triad Mechanical Contractor. With acknowledgments and adhering to all addendums and bid securities, Dream Team Constructions was not only in compliance but also the lowest responsive and responsible bidder with all requirements being met (See Exhibit A).



717 Old Trolley Road, Suite 6 #359 - Summerville, S.C. - 29150
(843) 330-7489 - info@dreamteamcon.org
SBE.MBE.DBE

We are protesting our non-responsible bid notice dated June 2, 2020, from Ken Davis, Director of Facilities, which stated that our bid was determined to be non-responsible. Based on the South Carolina Code of Laws, Dream Team Construction's bid should have been accepted and a notice of intent should have been sent to Dream Team Construction per Section 11-35-1410. Therefore, we formally request that you find Dream Team Construction non-responsible bid reversed and a new notice of intent acknowledge that Dream Team Construction the awardee.

Sincerely

A handwritten signature in black ink that reads "Virgil Wade". The signature is written in a cursive style.

Virgil Wade

President of Dream Team Constructions, LLC



Exhibit A

To Whom It May Concern:

The South Carolina Procurement Law requires State Agencies to certify all bids per the appropriate license. In conjunction with and under the guidance of our Engineer GMK and the Office of State Engineer, it has been determined that Triad is the only responsible bidder.

Ken Davis, Director of Facilities

Ken Davis 6/1/20



BID TABULATION FORM

Project: 1890 Robert L. Hurst Building - HVAC Design & Engineering
Project Number: H24-N238-FW
Agency: South Carolina State University
Bid Date: 5/19/20
Bid Time: 2:00

	BIDDER'S NAME	BID SECURITY	ADDENDUM 1	ADDENDUM 2	Electrical Subcontractor	Interior Reno. Subcontractor	TOTAL BASE BID
1	Triad Mechanical	YES	YES	YES	Feyen Zylstra	Triad Mechanical	\$493,884
2	Cullum Services	YES	YES	YES	Dennis Electrical	Faircloth Interior	\$469,000
3	Dream Team Construction	YES	YES	YES	Electrician in Charge	Dream Team Construction	\$413,650
4							
5							
6							
7							
8							
9							

Person who opened bids: *[Signature]*

Witness: *Katie D. Grant*

FD
6/1/2020

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Construction

Ad Start Date: April 15, 2020

Agency/Owner: South Carolina State University

Project Name: 1890 Robert L. Hurst Building - HVAC Design & Engineering

Project Number: H24-N288-FW

Construction Cost Range: \$425,000 to \$500,000

Project Location: Orangeburg, SC

Description of Project/Services:

The project is predominantly an HVAC renovation. Scope includes addition of heat pumps, a mixture of removing and replacing rooftop mechanical units, and removal of some existing ducted systems to be replaced with variable refrigerant systems. Architecturally and electrically, the scope involves replacing existing lights and ACT ceiling grid system, as well as some light replacement in existing ACT ceiling grid systems to remain.

Bid/Submittal Due Date & Time: May 19, 2020 - 2:00pm

Number of Bid Copies: 1

Project Delivery Method: Design-Bid-Build

Agency Project Coordinator: Paul Platt

Email: pplatt1@scsu.edu

Telephone: 803-614-5929

Documents May Be Obtained From: via accesss to file sharing system managed by GMK Associates. Contact Matt Fecas, mfecas@gmka.com, 803-256-0000.

Project Details: <https://scbo.sc.gov/files/scbo/SE-310%20Signed.pdf>

South Carolina Business Opportunities • Scott Hawkins11111, Editor • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0686 • scbo@mmo.sc.gov • <https://procurement.sc.gov>



SE-310

INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: SC State UniversityPROJECT NAME: 1890 Robert L. Hurst Building - HVAC Design & EngineeringPROJECT NUMBER: H24-N288-FW CONSTRUCTION COST RANGE: \$ 425,000 to \$ 500,000 N/A PROJECT LOCATION: Orangeburg, SC

DESCRIPTION OF PROJECT/SERVICES: The project is predominantly an HVAC renovation. Scope includes addition of heat pumps, a mixture of removing and replacing rooftop mechanical units, and removal of some existing ducted systems to be replaced with variable refrigerant systems. Architecturally and electrically, the scope involves replacing existing lights and ACT ceiling grid system, as well as some light replacement in existing ACT ceiling grid systems to remain.

BID/SUBMITTAL DUE DATE: 5/19/2020 TIME: 2:00PM NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-BuildAGENCY PROJECT COORDINATOR: Paul PlattEMAIL: pplatt1@scsu.eduTELEPHONE: 803-614-5929

DOCUMENTS MAY BE OBTAINED FROM: via access to file sharing system managed by GMK Associates. Contact Matt Fecas, mfecas@gmka.com, 803-256-0000.

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE BOND REQUIRED? Yes No PAYMENT BOND REQUIRED? Yes No

DOCUMENT DEPOSIT AMOUNT: \$ NA IS DEPOSIT REFUNDABLE Yes No N/A

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Agency WILL NOT accept Bids send via email.

All questions & correspondence concerning this Invitation shall be addressed to the A/E.

A/E NAME: GMK AssociatesA/E CONTACT: Matt FecasEMAIL: mfecas@gmka.comTELEPHONE: 803-256-0000PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No

PRE-BID DATE: _____

TIME: _____

PRE-BID PLACE: Site visits scheduled by appointment only between 4/20 and 4/24 between hours of 9am-5pm. Contact Paul Platt at pplatt@scsu.edu.

BID OPENING PLACE: 2153 Russell Street Orangeburg, SC Facilities Operations Conf Room

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Jessica Favor, Procurement Officer

Crawford Zimmerman Bldg., Room 168

Orangeburg, SC 29117

MAIL SERVICE:

Attn: Jessica Favor, Procurement Officer

PO Box 7071

Orangeburg, SC 29117

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes No

APPROVED BY: _____

Jud Walker

(OSE Project Manager)

DATE: _____

4/15/2020

To Whom It May Concern:

The South Carolina Procurement Law requires State Agencies to certify all bids per the appropriate license. In conjunction with and under the guidance of our Engineer GMK and the Office of State Engineer, it has been determined that Triad is the only responsible bidder.

Ken Davis, Director of Facilities

Ken Davis 6/1/20



BID TABULATION FORM

Project: 1890 Robert L. Hurst Building - HVAC Design & Engineering
 Project Number: H24-N288-FW
 Agency: South Carolina State University
 Bid Date: 5/19/20
 Bid Time: 2:00

	BIDDER'S NAME	BID SECURITY	ADDENDUM 1	ADDENDUM 2	Electrical Subcontractor	Interior Reno. Subcontractor	TOTAL BASE BID
1	Triad Mechanical	YES	YES	YES	Feyen Zylstra	Triad Mechanical	\$493,884
2	Cullum Services	YES	YES	YES	Dennis Electrical	Faircloth Interior	\$469,000
3	Dream Team Construction	YES	YES	YES	Electrician in Charge	Dream Team Construction	\$418,650
4							
5							
6							
7							
8							
9							

Person who opened bids: *[Signature]* 5-19-2020

Witness: *Laticia D. Grant*

TW
6/1/2020

SE-370
NOTICE OF INTENT TO AWARD

AGENCY: South Carolina State University
PROJECT NAME: 1890 Robert L Hurst Building: HVAC Design and Engineering
PROJECT NUMBER: H24-N288-FW

POSTING DATE: 6-2-2020

TO ALL BIDDERS:

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: Triad Mechanical Contractors

DATE BIDS WERE OPENED: 5/19/20

BID INFORMATION:

BASE BID AMOUNT: \$ 493,884.00
ALTERNATES: #1 ACCEPTED [] \$ N/A
#2 ACCEPTED [] \$ N/A
#3 ACCEPTED [] \$ N/A

TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)): \$ 493,884.00

REMARKS (explain any negotiations that resulted in a change in any Bid amounts): N/A

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Code § 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

Jessica Favor
(Agency Procurement Officer Signature)

Jessica Favor, CPPO, CPPB
(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

- 1. Post a copy of the SE-370 at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send the SE-370 and the final Bid Tabulation electronically to all Bidders and OSE the same day it is posted.



Exhibit E

June 5, 2020

Chief Procurement Officer
1201 Main Street Suite 600
Columbia, SC 29201

Re: South Carolina State University
1890 Robert L Hurst Building: HVAC Design and Engineering
H24-N288-FW

Dear CPO:

This is a formal correspondence to notify you of our intent to protest the above-mentioned solicitation of which its posting date is June 2, 2020. Please note according Please note that our actual protest will be emailed and mailed within the allotted time.

Sincerely,

Virgil Wade 6/5/2020

Virgil Wade
President

Notary:

Rhondel Wade 6/5/2020



Rhondel Wade
NOTARY PUBLIC
State of South Carolina
My Commission Expires
January 3, 2029



SE-330

LUMP SUM BID FORM

Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: DREAM TEAM CONSTRUCTIONS LLC

(Bidder's Name)

BID SUBMITTED TO: SC State University

(Owner's Name)

FOR: PROJECT NAME: 1890 Robert L. Hurst Building - HVAC Design & Engineering

PROJECT NUMBER: H24-N288-FW

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

- Bid Bond with Power of Attorney, Electronic Bid Bond, Cashier's Check

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

- ADDENDA: #1, #2, #3, #4, #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 BASE BID WORK (as indicated in the Bidding Documents and generally described as follows): The project is predominantly an HVAC renovation. Scope includes addition of heat pumps, a mixture of removing and replacing rooftop mechanical units, and removal of some existing ducted systems to be replaced with variable refrigerant systems. Architecturally and electrically, the scope involves replacing existing lights and ACT ceiling grid system, as well as some light replacement in existing ACT ceiling grid systems to remain.

\$ 418,650.00, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

**SE-330
LUMP SUM BID FORM**

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Owner)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Owner)</i>	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required - must be completed by Bidder)</i>	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID			
Electrical	EL	ELECTRICIAN IN CHARGE, LLC	M114858
Interior Renovation	IR	DREAM TEAM CONSTRUCTIONS	G120402
ALTERNATE #1			
NA			
ALTERNATE #2			
NA			
ALTERNATE #3			
NA			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

SE-330 LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 200 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 250.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: 180204-BB
SIGNATURE AND TITLE: Vinyl Hale President

**SE-330
LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**SC Contractor's License Number(s): G120402Classification(s) & Limits: BD4 - \$ 1,500,000Subclassification(s) & Limits: GROUP #4 - \$1,500,000

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: DREAM TEAM CONSTRUCTIONS LLCADDRESS: 717 OLD TROLLEY ROAD SUITE 6 #359SUMMERVILLE, SC 29485TELEPHONE: (843) 330-7489EMAIL: INFO@DREAMTEAMCON.ORG

SIGNATURE: _____

DATE: 5/18/2020PRINT NAME: VIRGIL WADETITLE: PRESIDENT

 **Document A310™ – 2010**

Bid Bond 180204-BB

CONTRACTOR:

(Name, legal status and address)
Dream Team Constructions LLC
407 Church Street
Sumter, SC 29150

SURETY:

(Name, legal status and principal place of business)
The Gray Insurance Company
P.O. BOX 6202
Metairie, LA 70009-6202

OWNER:

(Name, legal status and address)
South Carolina State University
300 College Street, NE
Orangeburg, SC 29117

BOND AMOUNT:

5% of Maximum Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
H24-N288-FW: 1890 Robert L. Hurst Building - HVAC Design & Engineering

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2020

Dream Team Constructions LLC

(Principal)

(Seal)

Vinyl Wade

(Title) *President*

The Gray Insurance Company

(Surety)

(Seal)

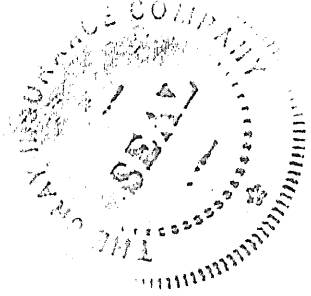
Kimberly D. Santiago

(Title) *Attorney-in-Fact: Kimberly D. Santiago*

(Witness)

Maria Morel

(Witness) *Maria Morel*



GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Joshua A. Etemadi, Edin R. Zukanovic, and Kimberly Santiago of Herndon, Virginia jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

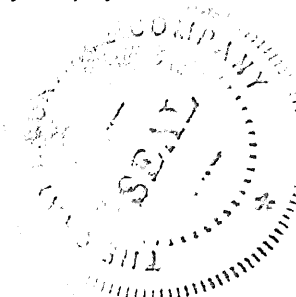
19th day of May

2000



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



[Print this page](#)**Board: Commercial Contractors**

ELECTRICIAN IN CHARGE LLC
4014 WEST MONTAGUE AVE
NORTH CHARLESTON, SC 29414
(843)800-0146

License number: 114858
License type: MECHANICAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2021
First Issuance Date: 08/16/2018
Classification: EL2
Qualified By: Financial Statement
President / Owner: LASHAUN SMALLS

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
[SMALLS LASHAUN \(CQM\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:[View Orders](#)[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 “LB” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 “UB” - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NET WORTH/SURETY BOND REQUIREMENTS***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Exhibit H

SC State Hurst HVAC - Statement of Probable Cost
H24-N288-FW
Prepared By GMK Associates
3/12/20

	floor	quantity	unit	cost	total	lic %	
Building and Finishes							
Demolition							
	1	3,510	sf	\$ 1.50	\$ 5,265.00	1%	16%
	2	4,060	sf	\$ 1.50	\$ 6,090.00	1%	
New Ceilings							
	1	3,510	sf	\$ 4.00	\$ 14,040.00	3%	60%
	2	4,060	sf	\$ 4.00	\$ 16,240.00	3%	
Minor Ceiling Mods		1	ls	\$ 5,500.00	\$ 5,500.00	1%	
General temporary protection		1	ls	\$ 7,500.00	\$ 7,500.00	2%	
Furniture moving and protection		1	ls	\$ 7,500.00	\$ 7,500.00	2%	
Abatement		1	ls	\$ 14,000.00	\$ 14,000.00	3%	
Mechanical							
Demolition		1	ls	\$ 22,000.00	\$ 22,000.00	5%	60%
Renovation		7,570	sf	\$ 33.00	\$ 249,810.00	55%	
Electrical							
Demolition		1	ls	\$ 15,000.00	\$ 15,000.00	3%	23%
Renovation		7,570	sf	\$ 12.00	\$ 90,840.00	20%	
Subtotal					\$ 453,785.00	99%	99%
GC OHP		20%		\$ 453,785.00	\$ 90,757.00		
Total					\$ 544,542.00		

**Exhibit I**

Dream Team <info@dreamteamcon.org>

H24-N288-FW 1890 Robert L. Hurst – HVAC Design & Engineering project Bid

5 messages

Jeff Bernagozzi <JBernagozzi@gmka.com>

Tue, May 19, 2020 at 5:00 PM

To: "info@dreamteamcon.org" <info@dreamteamcon.org>

Cc: "Paul Platt (pplatt1@scsu.edu)" <pplatt1@scsu.edu>, Fred walker <fwalker@mmo.sc.gov>, "Davis, Ken" <ken.davis@scsu.edu>, Tom Weiland <TWeiland@gmka.com>

Mr. Wade.

We appreciate your interest in the Hurst HVAC renovation.

In order to verify and process your bid, we will need a breakdown of your bid by the following disciplines:

1. Mechanical (Dream Team Constructions, LLC)
2. Interior Renovation (Dream Team Constructions, LLC)
3. Electrical (Electrician in Charge, LLC)

Please assign each a dollar amount value of the total base bid price of \$418,650.00 as submitted on your Bid Form.

Feel free to call me if you have any questions. This is a time sensitive issue, so please respond as soon as possible.

Thank you

Jeff

**Jeff Bernagozzi, PE, LEED AP, CxA****Director of Engineering**

1201 Main Street Suite 2100, Columbia, South Carolina 29201

O: 803.256.0000 | M: 803.467.7419 | W: www.gmka.com

Dream Team <info@dreamteamcon.org>

Tue, May 19, 2020 at 7:30 PM

To: Jeff Bernagozzi <JBernagozzi@gmka.com>

Cc: "Paul Platt (pplatt1@scsu.edu)" <pplatt1@scsu.edu>, Fred walker <fwalker@mmo.sc.gov>, "Davis, Ken" <ken.davis@scsu.edu>, Tom Weiland <TWeiland@gmka.com>

Hello,

We are excited about the 1890 Robert L Hurst building project. Per your request, listed below you will see a breakdown of the bid pricing that was submitted earlier today.

- 1. Mechanical (Dream Team Constructions, LLC)-----195,000.00
- 2. Interior Renovation (Dream Team Constructions, LLC)----- 147,963.00
- 3. Electrical (Electrician in Charge, LLC)----- 75,687.00
- 4. Total Base Bid pricing----- **418,650.00**

Should you have any questions. Please do not hesitate to contact me.

Virgil Wade
C# 843-343-6608

[Quoted text hidden]

--

Rhondel Wade
Office Manager
Dream Team Constructions LLC
"Where all your building dreams come true"
www.dreamteams.com
O# 843-330-7489
Fax: 843-900-8060

Jeff Bernagozzi <JBernagozzi@gmka.com>

Wed, May 20, 2020 at 9:23 AM

To: Dream Team <info@dreamteamcon.org>

Cc: "Paul Platt (pplatt1@scsu.edu)" <pplatt1@scsu.edu>, Fred walker <fwalker@mmo.sc.gov>, "Davis, Ken" <ken.davis@scsu.edu>, Tom Weiland <TWeiland@gmka.com>

Mr. Wade,

While verifying your licensure, it appears that your listed electrical sub-contractor has a mechanical contractors license with an EL2 classification. According to LLR they are limited to up to \$50,000 per contract. This is a problem since the electrical work is valued at \$75,687. Could you please verify this for us?

[Print this page](#)**Board: Commercial Contractors****ELECTRICIAN IN CHARGE LLC**

4014 WEST MONTAGUE AVE
NORTH CHARLESTON, SC 29414
(843)800-0146

License number: 114858**License type:** MECHANICAL CONTRACTOR**Status:** ACTIVE**Expiration:** 10/31/2021**First Issuance Date:** 08/16/2018**Classification:** EL2**Qualified By:** Financial Statement**President / Owner:** LASHAUN SMALLS[Click here for Classification definitions and licensee's contract dollar limit](#)**Supervised By****[SMALLS LASHAUN \(CQM\)](#)**[File a Complaint against this licensee](#)**Board Public Action History:**[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)

Thank you

Jeff

[Quoted text hidden]

Dream Team <info@dreamteamcon.org>

Wed, May 20, 2020 at 12:14 PM

To: Jeff Bernagozzi <JBernagozzi@gmka.com>

Cc: "Paul Platt (pplatt1@scsu.edu)" <pplatt1@scsu.edu>, Fred walker <fwalker@mmo.sc.gov>, "Davis, Ken" <ken.davis@scsu.edu>, Tom Weiland <TWeiland@gmka.com>

Hello Jeff,

We apologize for the clerical error that was made in a previous email. This error was made on the electrician's scope of work. Our contracted amount with Electrician In Charge LLC will be for the listed price of **48,900.00**. We are excited and look forward to working with you all.

Should you have any questions or concerns. You may reach me personally at

843-343-6608

Virgil Wade

[Quoted text hidden]

Dream Team <info@dreamteamcon.org>
To: Dariott Seabrook-Adams <dariott@dreamteamcon.org>

Fri, Jun 12, 2020 at 11:24 AM

[Quoted text hidden]

Electrician In Charge, LLC
2960 Ashley River Rd
Charleston, SC 29414



May 18, 2020

Page 1 of 2

Electrical Proposal

For:

Exhibit J

SC State University
1890 Robert L. Hurst Bldg.
Orangeburg, SC

HVAC Design and Engineering

State Project: H24-N288-FW

PRICES ARE SUBJECT TO NEGOTIATION

Electrician In Charge, LLC hereby proposes to provide all materials and labor to install wiring to plans labeled SC State University, HVAC Design and Engineering, dated March 12, 2020, labeled State Project: H24-N288-FW and located at 1890 Robert L. Hurst Bldg., in Orangeburg, SC. This proposal is meant to provide a completely operational electrical system with the exceptions listed either below or on additional pages included in this proposal. This proposal is not complete without the addition of all pages.

All work shall be performed in a professional, skillful manner in accordance with all Local Codes, the National Electrical Code, and the Southern Building Code. Work shall be performed in a timely manner and will not impede progress of the project, however, *Electrician In Charge, LLC* will not be held responsible for delays caused by inclement weather or disasters beyond their control.

Electrician In Charge, LLC agrees to maintain **general liability insurance \$1 million, and workers compensation insurance** throughout the course of the project and to perform the electrical work for the sum of no less than **Forty Eight Thousand Nine Hundred (\$48,900) Dollars**.

(843) 800-0146 or (833) N Charge
www.ElectricianInCharge.com



May 18, 2020

Page 2 of 2

Electrical Proposal

For:

SC State University
1890 Robert L. Hurst, Bldg
Orangeburg, SC

HVAC Design and Engineering

State Project: H24-N288-FW

Note: These are standard inclusions/exclusions and may or may not apply here

Excluded Items –

Sitework

Any exhaust fans are to be supplied by other than the electrical contractor
Patch panels, Voice Systems, and CCTV
All duct/smoke detectors or fire alarm
HVAC control wiring
Control wiring – (low or high voltage) if needed will be treated as a change order
Equipment Touch up
Telephone Backboard
EMS panel
Dimmer control units
L/V and A/V wiring installation or removal
Wiring and punch down for all data to patch panels supplied by others
Concrete X-ray, cutting, and patching (ANY CONCRETE WORK)
Telephone backboards
Access Panels
Floor or Roof (ANY) Penetrations and sealing
Core drilling
Trenching
Any non-standard electrical item not called for on plans for EC to supply
Electric Service (meter, transformers, and CT cabinets)
Electrical Panels
Panelboards

Included Items

Electrical Demolition

Temporary power and temporary lighting
Lighting Fixtures and lamps
All standard electrical connections necessary to present a complete electrical installation
Low Voltage (LV) raceway and boxes only
HVAC wiring and disconnects as necessary
Equipment Disconnects
Lighting contactors
Underground conduit