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MATERIALS MANAGEMENT OFFICER
(803) 737-0600
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Written Determination

Matter of: Mika Contracting, Inc.

File No.: 2025-006

Posting Date: September 10, 2024

Contracting Entity: Adjutant General's Office

Project No.: E24-9811-CB-H

Description: Training Sites TT Enlisted Barracks Replacement - Clarks Hill
Training Site, 16-Bed Barracks 4

DIGEST

Under a solicitation issued by the Adjutant General's Office (TAG) calling for a fixed-price contract for the construction of a 16-man barracks (the Project), low bidder's request to withdraw bid due to mistake is approved where the bidder's mistake is clerical in nature and will cause the bidder substantial loss.

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-1520(7) and Regulation 19-445.2085A(1). This determination is based on the evidence and applicable law and precedents.

DETERMINATION

On September 6, 2024, Mika Contracting, Inc. (Mika) sent TAG a request to withdraw its bid on the Project due to a mistake in bid that would cause it substantial loss. Mika's request is attached and incorporated into this determination by reference.¹ [Exhibit 1]

S.C. Code Ann. § 11-35-1520(7) states:

“withdrawal of an inadvertently erroneous bid after award ... may be permitted in accordance with regulations promulgated by the board. ... After opening, bids must not be corrected ... 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 ... withdrawal of bids ... must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency.”

Per this Section, the Board promulgated Regulation 19-445.2085 to govern both the cancellation of awards and withdrawal of bids. Regulation 19-445.2085A(1) permits a bidder to request to withdraw its bid in writing documenting the “fact that the bidder's mistake is clearly an error that will cause him substantial loss.” The decision to allow a withdrawal of bid must be “supported by a written determination of appropriateness made by the chief procurement officer.”

On September 5, 2024, TAG received and opened five bids for the Project. [Exhibit 2] Mika submitted the low bid of \$1,065,432.00. [Id.] Mika's bid was \$215,203.00 lower than the next lowest bidder. Upon seeing the bid results, Mika became concerned about the possibility of a bid mistake and checked its bid preparation documentation for such a mistake. [Exhibit 1] Mika in fact discovered a mistake and notified TAG.

Mika's bid preparation documentation consists of a spread sheet titled “Construction Cost Estimate Breakdown.” [Id.] The first page lists all work Mika intended to subcontract and the price for that work. An examination of Mika's bid preparation documentation shows that Mika intended to include a subcontract cost of \$254,000.00 for Exterior Improvements (i.e., site work).

¹ Mika's request includes an affidavit that uses wrong dates for when it submitted its bid, etc. Mika uses the month of August when it meant the month of September.

When added to its other intended subcontracted costs, Mika's cost estimate for all subcontracts was \$1,161,615.00.² However, Mika's intended subcontract cost for all subcontracts did not carry over to the following pages of the spreadsheet correctly. The total cost that did carry over, \$907,615.00, was missing the cost for Exterior Improvements.³ Using the amount of \$907,615.00 for all subcontracts, Mika then added in materials in the amount of \$8,164.00, for direct cost of \$915,779.00. To this amount, Mika added overhead, profit, and the cost for surety bonds resulting in a proposed bid price of \$1,065,875.00.⁴ When using the corrected total direct cost of \$1,169,779.00,⁵ Mika's proposed bid price with overhead, profit, and bonds should have been \$1,361,506.00:

Total Direct Cost		\$1,169,779.00
Overhead on Direct Cost	3%	\$35,093.37
Profit on Direct Cost	10%	<u>\$116,977.90</u>
Sub Total		\$1,321,850.27
Bond	3%	<u>\$39,655.51</u>
Total Proposed Contract Price		\$1,361,505.78

It is clear from the forgoing, that Mika made a mistake in bid of \$295,630.00, a mistake that will cause it substantial loss if forced to perform at its actual bid price.

² The total of \$1,169,779 at the bottom of the first page includes \$8,164 in materials for Doors and Frames in addition to the subcontract price of \$8,164 for the same.

³ In competitive sealed bidding, there are generally two types of mistakes that may result in a request for bid correction: 1) a bidder's mistake 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*, §2:120. See *Liebherr Crane Corp. v. U.S.*, 810 F.2d 1153 (Fed. Cir. 1987) (a decision to take a "conscious gamble with known risks" is an exercise of business judgment); See also *Restatement Second, Contracts* § 151 ("A party's prediction or judgment as to events to occur in the future, even if erroneous, is not a "mistake" as that word is defined here.") 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 *Bruner & O'Connor on Construction Law*, §2:119.


⁴ Mika's actual bid price was \$443 less for a bid price of \$1,065,432.00.

⁵ This amount includes cost materials in the amount of \$8,164.00.

In a bid mistake case, the United States District Court for the District of South Carolina held that “A contract may be rescinded for unilateral mistake... when the mistake is accompanied by circumstances which would make it a great wrong to enforce the agreement and the nonmistaken party may be returned to the *status quo ante*.” 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). While the Court’s holding was based on common law, not statutory and regulatory law, the Court relied on the fact that the contractor would suffer a substantial loss if it were not allowed to withdraw its bid after award but before performance. The Court in Brown & Martin also held that under such circumstances, the contractor could withdraw its bid without forfeiting its bid bond. In this case, the State has not detrimentally changed its position in reliance on Mika’s bid. On the other hand, to require Mika to honor its mistaken bid will cause Mika substantial loss.

DECISION

For the foregoing reasons, the CPO hereby determines that it is appropriate to allow Mika to withdraw its bid as inadvertently erroneous without forfeiting its bid bond.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2024)

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 2024 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 J&Hs, 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.



9/6/2024

South Carolina National Guard
Michael J Young, TAG-CFMO
1 National Guard Road
Columbia, SC 29201

Project: Training Sites TT Enlisted Barracks Replacement
E24-9811-CB-H
RE: Letter of Intent to Withdraw Contractor Bid

Dear Mr. Young,

Mika Contracting, Inc. respectfully requests to withdraw our bid proposal for the above referenced project, submitted September 5th, 2024, due to a clerical error. Unfortunately, I have uncovered an error in calculation in my excel spreadsheet regarding the sitework on this project. My bid worksheet did not add the correct line items for the sitework on this project, therefore I do not have the ability to complete the project as bid.

Mika Contracting is a qualified general contractor who has completed several projects with the SC National Guard in the past and I am terribly upset that this has happened. I take pride in putting in a strong bid that is favorable for the customer consistently. I apologize profusely for the additional time and effort on the State's part that will be put in to this error. Furthermore, I hope this error will not cast a shadow of doubt on our ability to bid and successfully complete this type of work for future National Guard projects.

I apologize for this error and thank you for your consideration.

A handwritten signature in black ink that reads "Jennifer J. Shockley". The signature is written in a cursive, flowing style.

Jennifer Shockley
President
Mika Contracting, Inc.

STATE OF SOUTH CAROLINA) AFFIDAVIT OF MISTAKE IN BID
COUNTY OF LEXINGTON)

Jennifer Shockley, personally appears before me, the undersigned officer duly authorized by the laws of South Carolina to administer oaths, and now on the 6th day August, in the year 2024 at 1 pm of said day, being by me first duly sworn on his oath, deposes and says:

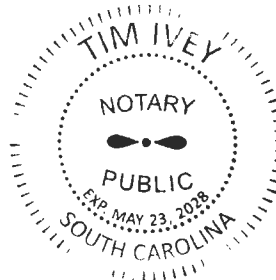
1. Affiant is the President of Mika Contracting, Inc., a company, duly organized under the laws of the State of South Carolina.
2. On the fifth day of August 2024, Mika Contracting, Inc. submitted a bid on South Carolina Project No.
 1. E24-9811-CB-H, Training Sites TT Enlisted Barracks Replacement, SC National Guard.
2. Affiant prepared Mika Contracting, Inc.'s bid in the normal course of business.
3. After receiving the results of the bid opening, Affiant became concerned about the possibility of mistake in bid and Affiant checked Mika Contracting, Inc.'s bid for mistakes.
4. Said bid was inadvertently erroneous and the mistake in bid is an error that will cause Mika Contracting, Inc. substantial loss.
5. Said mistake was not one of judgment but one of fact in that due to one error in the bid preparation worksheets, Affiant failed to total include the sitework item on her bid worksheets resulting in an error in the amount of \$254,000.00 in the base bid.
6. Upon determining Mika Contracting, Inc.'s bid contained a mistake, Affiant contacted Mike Young, SC National Guard, who then contacted the Office of State Engineer Project Manager, and notified them of the mistake and requested that Mika Contracting, Inc. be allowed to withdraw its bid for mistake.
7. Attached as Exhibit A is a true and accurate copy of Affiant's original bid preparation worksheets used in the actual preparation of Mika Contracting, Inc.'s bid.
8. Attached as Exhibit B is a true and accurate copy of Mika Contracting, Inc.'s bid.

Further the deponent saith not.

Jennifer G. Shockley
(Signature of Affiant)
Jennifer G. Shockley
(Printed name of Affiant)

Sworn to and subscribed before me on this 6 day of Sept 2024
 Personally known [] or Produced identification [x] Type of identification produced - SCDL 007393768

Tim Ivey
(Signature Notary Public)
TIM IVEY
(Printed name of Notary Public) Notary Public
Lexington County, SC
My Commission expires MAY 23, 2028
(Notary Seal)



CONSTRUCTION COST ESTIMATE BREAKDOWN

Contractor:	Mika Contracting	Address:	213 West Main Street, Lexington, SC									
Contract for:	Clarks Hill Barracks	Proposed Contract Price:	\$1,065,875.00			DATE:						
PR Number	Solicitation No.											
	Project No.	Work Location:										
			Material Cost			0%	Labor Cost			Equipment	Subcontract	
Line No.	Item	Unit of Measure	Quantity	Unit	Total	Taxes	Manhours	Avg.Rate	Total	Total	Total	Line Total
01010	Superintendent	HR	0	\$70.00	\$0.00	\$0.00		\$38.00	\$0.00			\$0.00
01120	Temporary Power/Telephone/Toilets	LS	0	\$70.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01180	Lodging and Per-diem	DY	0	\$70.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01200	Architect/Engineer	LS	0	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01220	Prints/Job Cleanup/Small Tools	LS	0	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01260	Vehicle/Fuel	DY	0	\$65.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01310	Building Permit	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01400	Testing	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
01470	Project Manager	HR	1	\$0.00	\$0.00	\$0.00		\$45.00	\$0.00			\$0.00
01800	Dumpster & Waste Handling	MO	0	\$750.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
01850	Final Cleaning & Punchlist	HR	1	\$0.00	\$0.00	\$0.00		\$30.00	\$0.00			\$0.00
030000	Concrete	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$109,321.00	\$109,321.00
042200	Unit Masonry	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$75,000.00	\$75,000.00
052200	Structural Metal Framing	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
061000	Rough Carpentry	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$125,939.00	\$125,939.00
062000	Finish Carpentry	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
064000	Architectural Woodwork	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
071000	Waterproofing	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
072000	Thermal Protection	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$20,389.00	\$20,389.00
074000	Roofing and Siding Panels	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$60,000.00	\$60,000.00
081000	Doors and Frames	LS	1	\$8,164.00	\$8,164.00	\$0.00		\$0.00	\$0.00		\$8,164.00	\$16,328.00
083000	Specialty Doors	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
084000	Storefronts	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$24,988.00	\$24,988.00
085000	Windows	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
087000	Hardware	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
090000	Finishes	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
092000	Drywall	LS	1	\$0.00	\$0.00	\$0.00		\$30.00	\$0.00			\$0.00
093000	Tile	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
095000	Ceilings	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
096000	Flooring	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$33,880.00	\$33,880.00
099000	Painting	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00
101400	Signage	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
102000	Interior Specialties	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
116600	Athletic Equipment	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
116800	Playground Equipment	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
122000	Window Treatments	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
133000	Special Structures	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
210000	Fire Suppression	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
220000	Plumbing	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$73,215.00	\$73,215.00
230000	HVAC	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$52,964.00	\$52,964.00
260000	Electrical	SF	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$132,790.00	\$132,790.00
270000	Communications	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
283000	Fire Detection and Alarm	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
310000	Earthwork	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$181,965.00	\$181,965.00
320000	Exterior Improvements	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$254,000.00	\$254,000.00
330000	Utilities	LS	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00			\$0.00
							SUBTOTAL * Overhead and Profit -->				\$1,169,779.00	

CONSTRUCTION COST ESTIMATE BREAKDOWN

Date: 9/6/2024

Contractor:	Mika Contracting	Address:	213 West Main Street, Lexington, SC									
Contract for:	Clarks Hill Barracks	Proposed Contract Price:	\$1,065,875.00		DATE:							
PR Number	Solicitation No.											
	Project No.	Work Location:										
			Material Cost		0%	Labor Cost		Equipment	Subcontract			
Line No.	Item	Unit of Measure	Quantity	Unit	Total	Taxes	Manhours	Avg.Rate	Total	Total	Total	Line Total
			TOTALS:		\$8,164.00	\$0.00			\$0.00	\$0.00	\$907,615.00	\$915,779.00

CONSTRUCTION COST ESTIMATE BREAKDOWN

Date: 9/6/2024

Contractor:	Mika Contracting	Address:	213 West Main Street, Lexington, SC									
Contract for:	Clarks Hill Barracks	Proposed Contract Price:	\$1,065,875.00			DATE:						
PR Number	Solicitation No.											
	Project No.	Work Location:										
			Material Cost			0%	Labor Cost			Equipment	Subcontract	
Line No.	Item	Unit of Measure	Quantity	Unit	Total	Taxes	Manhours	Avg.Rate	Total	Total	Total	Line Total
	Description											
					TOTAL MATERIAL COST				\$8,164.00			
					TOTAL LABOR COST		0		\$0.00			
					TOTAL EQUIPMENT COST				\$0.00			
					TOTAL SUBCONTRACT COST				\$907,615.00			
					TOTAL TAXES				\$0.00			
					TOTAL DIRECT COST				\$915,779.00			
					OVERHEAD		3%		\$27,473.37			
					PROFIT		10%		\$91,577.90			
					BOND		3.00%		\$31,044.91			
					TOTAL ESTIMATED PRICE				\$1,065,875.18			
					FINAL BID				\$1,065,875.00			

**SE-330
LUMP SUM BID FORM**

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

BID SUBMITTED BY: Mika Contracting, Inc.
(Bidder's Name)

BID SUBMITTED TO: SC National Guard
(Agency's Name)

FOR: PROJECT NAME: SC National Guard Training Sites TT Enlisted Barracks Replacement
PROJECT NUMBER: E24-9811-CB-H

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 Agency 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 in the amount and form required by the Bidding Documents.

§ 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 Agency.
- § 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):* 16 Man Barracks building and associated site work

\$ 1,065,432.00 which sum is hereafter called the Base Bid.
(Bidder to insert Base Bid Amount on line above)

SE-330 LUMP SUM BID FORM

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

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): _____

ADD TO or DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

ADD TO or DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

ADD TO or DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER prior to including in the Contract.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

**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 Agency)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Agency)</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			
AC	AIR CONDITIONING	Berkaley Heating & A.C.	
PB	PLUMBING	Deffrick	
EL	ELECTRICAL	DNB	
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

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.

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**INSTRUCTIONS FOR
SUBCONTRACTOR LISTING**

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification / subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: <https://lr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "of", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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§ 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 Agency upon the Agency'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)(1).

§ 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 Agency. Bidder agrees to substantially complete the Work within 210 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 Agency 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, referenced in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

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CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): G120451

Classification(s) & Limits: BD4 \$3,000,000.00

Subclassification(s) & Limits: N/A

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: Mika Contracting, Inc.

ADDRESS: 213 West Main Street

Lexington, SC 29072

TELEPHONE: 803-996-1235 office 803-497-8165 cell

EMAIL: jennifer@mikacontracting.com

SIGNATURE:  DATE: 9/5/2024

PRINT NAME: Jennifer G. Shockley

TITLE: President

Exhibit 2

16 MAN Barracks CLARKS HILL

STUDIO 2LR

BID TALLY SHEET

E24-9811-CB-H



Project: SCNG Barracks Replacement

Date: 09/05/2024

Company	Bid	Bid Bond	Addenda 1
LAZER	1,400,207. ⁰⁰	✓	✓ M 39 P CMS E QUALITY
CINDERELLA PARTNERS	1,573,531. ²⁰	✓	✓ M SIGCOX P CMS E BRANDS
SOLID STRUCTURES	1,568,650. ⁰⁰	✓	✓ M 39 P DERRICK E QUALITY
PREMIER CONSTRUCTORS	1,280,635. ⁰⁰	✓	✓ M RITETEMP P DERRICK E MAC
MIKA CONTRACTING	1,065,432. ⁰⁰	✓	✓ M BERLEY P DERRICK E DNB

STUDIO 2LR Wes Lyves
Wes Lyves

SCNG MIKE YOUNG
MIKE YOUNG