

HENRY MCMASTER, CHAIR  
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STATE TREASURER  
BRIAN J. GAINES  
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES  
DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018  
JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

HARVEY S. PEELER, JR.  
CHAIRMAN, SENATE FINANCE COMMITTEE  
BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision

**Matter of:** Watertight Systems, Inc.  
**File No.:** 2025-014  
**Posting Date:** April 25, 2025  
**Contracting Entity:** Greenville Technical College  
**Project No.:** H59-6337-TM  
**Description:** Benson Campus Buildings 301 & 302 Window Replacement

### DIGEST

Protest of Intent to Award granted where awardee lacked the appropriate license to bid the work as a sole prime contractor.

### AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer for Construction (CPOC) conducted an administrative review of a protest filed by Watertight Systems, Inc. (Watertight) protesting Greenville Technical College's (GTC) intent to award a contract to Jon Scot General Contractors, LLC (Scot) for replacing windows in Buildings 301 and 302 on GTC's Benson Campus (the Project). Watertight's protest is attached as Exhibit A. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

- On February 11, 2025, GTC issued a solicitation for bids for the Project.<sup>1</sup> [Exhibit B]

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<sup>1</sup> The Project Manual is 108 pages long and with drawings make for a large file. Though relying on the entirety of the documents, the CPOC has only included initial pages as attachments for illustrative purposes.

- GTC subsequently issued three addenda. [Exhibit C]
- By the deadline for receipt of bids, GTC received four bids. [Exhibit D]
- Scot submitted the low base bid.
- On March 6, 2025, GTC posted an Intent to Award a contract to Scot. [Exhibit E]
- On March 6, 2025, Watertight protested GTC's intended award. On March 19, 2025, Watertight supplemented its protest with an additional ground of protest.<sup>2</sup>

## DISCUSSION

Scot has a contractor's license with General Contractors-Building (BD) classification. [Exhibit F] Watertight's first ground of protest is that with only a BD license, Scot lacks the "appropriate Glass & Glazing (GG) classification to perform this work." With this claim, Watertight essentially asserts that Scot is a nonresponsible bidder.

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). To prevail, the protestant must prove the responsibility 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 license is an issue of responsibility. *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3 (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) ("[T]he lack of a proper license to do the work solicited in a state contract will always render a bidder nonresponsible."); *see also* S.C. Code Ann. § 40-11-200(B) ("It is a violation of this chapter for an awarding authority ... to

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<sup>2</sup> Both the original protest and the supplement are included in Exhibit A.

consider a bid ... unless the bidder has first obtained the licenses required by this chapter. Bids or contracts submitted by contractors may not be reconsidered or resubmitted to an awarding authority ... if the contractor was not properly licensed at the time the initial bid or contract was submitted.”).

The licensing laws provide two different license subclassifications related to window installation. One such license subclassification is a General Contractors-Specialty, Nonstructural Renovation (NR) Subclassification, which includes:

interior and exterior installing, remodeling, renovations, and finishes of acoustical ceiling systems and panels, load-bearing and nonload-bearing drywall partitions, lathing and plastering, flooring (excluding carpet) and finishing, interior recreational surfaces, **window and door installation**, and installation of fixtures, cabinets, and millwork; and which also includes fireproofing, insulation, lining, painting, partitions, sandblasting, interior and exterior wall covering, and waterproofing.

S.C. Code Ann. § 40-11-410(4)(c) [emphasis added]

A contractor, such as Scot, with a BD classification on its license may perform NR work. S.C. Code Ann. § 40-11-410(1). The other license subclassification permitting window installation is the General Contractors – Specialty, Glass and Glazing (GG) license subclassification. This subclassification includes:

commercial, residential, industrial, institutional, modular, and all other types of glass and glazing construction. The construction is limited to selection, cutting, assembling, and installing all makes and kinds of glass for windows, sash and doors, metal frames, ornamental decorations, mirrors, tub and shower enclosures, guard and handrail systems, and other fixed openings. This license classification includes all work under the subclassifications of renovation, structural shapes, and architectural aluminum glazing systems which include aluminum entrance doors and frame systems, entrance and egress hardware, curtain wall systems, sliding doors/mall fronts, overhead glazing systems, and architectural window systems and accessories.<sup>3</sup>

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<sup>3</sup> The language of the GG subclassification illustrates some of the difficulties of interpreting the contractor licensing laws. Despite the language stating the GG subclassification includes all work under the license subclassifications of “renovation, structural shapes, and “architectural aluminum glazing systems,” there are no such license subclassifications provided for in the law. One must do historical research of the licensing laws and regulations as they changed over time to figure out what some of these terms mean or meant. For example, the law used to provide for a structural shapes subclassification, but this has been replaced by a Miscellaneous Metals subclassification.

S.C. Code Ann. § 40-11-410(4)(o).

A contractor, such as Scot, with only a BD classification on its license **may not** perform GG work.

A review of the legislative history of Title 40, Chapter 11, sheds light on how the NR and GG subclassifications apply to construction. When the General Assembly enacted Title 40, Chapter 11 in 1998, they did not include a license subclassification for glass and glazing. 1998 Act No. 440, Section 1; 1998 S.C. Acts 3250. Instead, the General Assembly provided for glass and glazing work under the license subclassification of Interior Renovation (IR), which also included window installation. *Id.*; 1998 S.C. Acts at 3275. No other license classification or subclassification that the General Assembly provided for in the Act included window installation, glass, or glazing. Therefore, under the original Act, any contractor with a BD classification on their license could bid window installation, glass, and glazing projects. *See* S.C. Code Ann. § 40-11-410(1).

In 2001, the General Assembly amended Title 40, Chapter 11, to add the license subclassification of Glass and Glazing, to provide a definition of glass and glazing, and to remove glass and glazing from the IR subclassification. 2001 Act No. 32, Sections 2 and 3; 2001 S.C. Acts at 109-110. However, the General Assembly retained window installation within the scope of the IR subclassification.<sup>4</sup>

The focus of the GG subclassification is the “**selection, cutting, assembling, and installing all makes and kinds of glass** for windows, sash and doors, metal frames, ornamental decorations, mirrors, tub and shower enclosures, guard and handrail systems, and other fixed openings.” Therefore, the GG classification covers work that requires a contractor to make custom metal window frames by cutting and assembling metal structural shapes, to cut and assemble glazing to fit into those customized window frames, and to install the glazing into the window frames. Moreover, the 2001 amendments prohibited a contractor with the IR subclassification from

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<sup>4</sup> Window installation is not expressly included in the GG subclassification. However, the nonexistent subclassification of “renovation” that is included with the GG subclassification was presumably intended to mean interior renovation, which does include window installation.

performing this work. The 2001 amendments allowed a contractor with the IR subclassification only to install (without modifying) fully assembled or manufactured window units (*i.e.*, completely assembled window frames with the glass already installed in the frames) made by someone else.

In 2023, the General Assembly made further changes to the licensing laws. 2023 Act No. 69. Included in these changes was renaming the IR subclassification to NR and adding exterior renovation work to its scope.

This Project involves the demolition of existing windows. Demolition does not require a specific license. The work of the Project also involves the “selection, cutting, assembling, and installing ... glass for windows, sash and doors, metal frames” to construct windows and curtain wall systems on site. This work requires a GG license.

In its response to Watertight’s protest, Scot asserts that it will be using Kapasi Glass Mart to perform the work requiring a GG subclassification and, therefore, it could properly bid the work of the project. By making this argument, Scot is essentially arguing that it could properly bid the work as a sole prime contractor provided it used a subcontractor with a GG subclassification performing the work. A prime contractor is an “entity which contracts directly with an owner [*e.g.*, GTC] to perform general or mechanical construction.” S.C. Code Ann. § 40-11-20(20). A sole prime contractor is a “prime contractor for a project on which there is only one prime contractor.” S.C. Code Ann. § 40-11-20(21). GTC’s solicitation only allowed for a sole prime contracting. Therefore, by submitting a bid to GTC, Scot offered to act as the sole prime contractor on the Project. However, the contractor licensing laws state:

An entity licensed under the classifications or subclassifications in Sections 40-11-410(1), (2), or (3) may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classifications or subclassifications. An entity licensed under the classifications or subclassifications in Section 40-11-410(4) and (5) may act as sole prime contractor if fifty-one percent or more of the work falls under one or more of the licensee's license classifications or subclassifications.

S.C. Code Ann. § 40-11-340

Scot is licensed under the classifications in Section 40-11-410(1) and may only offer to act as the sole prime contractor if 40% or more of the total cost of construction falls under the BD Classification on its license.

When addressing whether a bidder has a sufficient percentage of the work under its license, the CPOC has held that it is reasonable to rely on the project architect's estimate of probable cost and the Procurement Review Panel has upheld this approach as reasonable and rational. *Appeal by Cannon Const. Co., Panel Case No. 2012-4*. Due to the lack of reliable numbers from any other source, the CPOC relies on the project architect's estimate now. Before bidding, the project, the architect estimated the total cost of construction at \$757,480. [Exhibit G] The architect estimated the probable cost for removal and replacement of the curtainwalls and window for both buildings at \$725,480. By email, the architect advised the CPOC that they typically see 25-30% of the window replacement cost going toward demolition and preparation. [Exhibit H] Using the larger percentage yields a cost of demolition and preparation of \$217,644. The architect's estimate also assigns \$32,000 to miscellaneous masonry and sealant repairs for a total estimate of \$249,644 for work not necessarily requiring a GG license subclassification.<sup>5</sup> This amount is only 33% of the estimated total cost of construction.<sup>6</sup> Therefore, less than 40% of the total cost of construction for this project falls under Scot's BD license classification, and Scot could not properly bid this project as a sole prime contractor.

Watertight's second ground of protest is that Scot failed to list a subcontractor with a GG subclassification on its bid. Scot counters that this was not required. Though now a moot point, Scot is correct. Per Section 11-35-3020(b)(i), GTC is to identify by license classification or subclassification in the invitation for bid all subcontractors who GTC expected to perform work for the prime contractor above a specified percentage of the work. In response bidders are required to list the subcontractor that will perform the identified work. In this case, GTC did not

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<sup>5</sup> The cost for materials for the glass and glazing work must be assigned to the GG license, even if Scot were buying these materials itself.

<sup>6</sup> On April 18, 2025, the architect provided an updated estimate that added a 25% contractor's markup. However, this does not change the result since this markup would be proportionately divided among the different components of work for purposes of analysis.

identify any subcontractors for bidders to list. Therefore, Scot was not required to list its GG subcontractor.

Watertight's third ground of protest is that Scot is nonresponsive for failing to bid the bid alternate in the solicitation. The State Manual for Planning and Execution of State Permanent Improvements §6.10.1D states that a bidder's failure to bid an alternate is cause for rejection of that bidder's bid, "except as allowed by law." On the other hand, the instructions to bidders states:

**§ 4.1.5** All requested Alternates shall be bid. The failure of the bidder to indicate a price for an Alternate shall render the Bid non-responsive.

Moreover, the Office of State Engineer's "Pre-Bid Conference Discussion Items" instructs agencies to inform potential bidders that must bid all requested alternates to be responsive. Nonetheless, where the "solicitation includes a base bid and alternatives, bids must be evaluated on the basis of the work actually awarded." *Niemela Constr. Co.*, B-237616(Comp. Gen. Feb. 1990). Therefore, a bidder's failure to bid all alternates does not by itself provide a basis for rejection of its bid. *Casson Constr. Co., Inc.*, B-198746(Comp. Gen. Oct. 24, 1980). Failure to bid all alternates is only a basis for rejection only if the State's evaluation and award includes the items not bid even if the instructions to bidders states "failure to bid on every item will cause rejection of the bid as nonresponsive." *The Haskins Co.*, B-227898 (Comp. Gen. Sep. 21, 1987).<sup>7</sup> GTC awarded only the base bid, and Scot was responsive to the base bid.

## DECISION

For the forgoing reasons, the CPOC grants Watertight's protest that Scot lacked an appropriate license to bid this project.



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John St. C. White, PE  
Chief Procurement Officer for Construction

Columbia, South Carolina

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<sup>7</sup> The CPOC adds that in such a situation, the State cannot later add the work of such alternates to the awardee's contract by change order since this would, under these circumstances, be a material change per Section 11-35-2060. See Manual for Planning and Execution of State Permanent Improvements §5.18.1E.

## 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.

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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 CSGs, 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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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.**



Exhibit A

March 6, 2025

Chief Procurement Officer for Construction  
Office of State Engineer  
1201 Main St , Ste 600  
Columbia , SC 29201

[protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov)

RE: CTC – Greenville Technical College  
Benson Campus Buildings 301 & 302 Window Replacement  
1159-6337-TM

To whom it may concern:

This letter serves as an official protest to the SE-370 Intent to Award posted today on this project. The apparent low bidder, Jon Scot General Contractors, LLC – License #102802, does not hold the appropriate Glass & Glazing (GG) classification to perform this work. There were no subcontractors listed as required on page 3 of the bid form to indicate the use of a licensed subcontractor with the GG classification.

We respectfully request a review of this decision.

Sincerely,

A handwritten signature in blue ink that reads "Robin Kirby". The script is cursive and fluid.

Robin Kirby  
Watertight Systems Inc  
License # CLG95766

CC: Michael Ruff, Facilities Director  
[Michael.Ruff@gvltec.edu](mailto:Michael.Ruff@gvltec.edu)

*Preserving today's Structures for Tomorrow*

[www.watertightsystems.com](http://www.watertightsystems.com)

Post Office Box 1625 \* Lexington, South Carolina 29071  
360 Riverchase Way \* Suite A \* Lexington, South Carolina 29072  
Office 803-796-9695 \* Fax 8036-926-1976

# South Carolina Business Opportunities

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

**Ad Category:** Construction

**Ad Start Date:** February 11, 2025

**Agency/Owner:** Greenville Technical College

**Project Name:** Benson Campus Buildings 301 and 302 Window Replacement

**Project Number:** H59-6337-TM

**Construction Cost Range:** \$750,000 to \$810,000

**Project Location:** Benson Campus

**Description of Project/Services:**

Window Replacements for buildings 301 and 302 on the Benson Campus of Greenville Technical College.

**Bid/Submittal Due Date & Time:** March 4, 2025 - 10:30am

**Number of Bid/Submittal Copies:** 1

**Project Delivery Method:** Design-Bid-Build

**Agency Project Coordinator:** Michael Ruff

**Email:** [michael.ruff@gvltec.edu](mailto:michael.ruff@gvltec.edu)

**Telephone:** (864) 250-8281

**Documents May Be Obtained From:** [christopher.moody@raymondllc.com](mailto:christopher.moody@raymondllc.com) / [michael.ruff@gvltec.edu](mailto:michael.ruff@gvltec.edu)

**Project Details:** [https://scbo.sc.gov/files/scbo/SE-310\\_4.pdf](https://scbo.sc.gov/files/scbo/SE-310_4.pdf)

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South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201  
803-737-0600 • [scbo@mmo.sc.gov](mailto:scbo@mmo.sc.gov) • <https://scbo.sc.gov> • <https://procurement.sc.gov>



**SE-310****INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES**AGENCY/OWNER: Greenville Technical CollegePROJECT NAME: BENSON CAMPUS 301 & 302 Window ReplacementPROJECT NUMBER: H59-N299-TM CONSTRUCTION COST RANGE: \$ 750,000 to \$ 810,000PROJECT LOCATION: 2522 LOCUS HILL RD, TAYLOR, SC 29686DESCRIPTION OF PROJECT/SERVICES: Window ReplacementBID/SUBMITTAL DUE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ NUMBER OF COPIES: 1PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

DOCUMENTS MAY BE OBTAINED FROM: \_\_\_\_\_

**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.****PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:** The successful Contactor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.**DOCUMENT DEPOSIT AMOUNT:** \$ \_\_\_\_\_ **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 &amp; bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: Raymond Engineering-Georgia, Inc.A/E CONTACT: Christopher MoodyEMAIL: christopher.moody@raymondllc.comTELEPHONE: (470) 829-1310PRE-BID CONFERENCE: Yes ☒ No ☐MANDATORY ATTENDANCE: Yes ☒ No ☐

PRE-BID DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

PRE-BID PLACE: \_\_\_\_\_

BID OPENING PLACE: \_\_\_\_\_

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAIL SERVICE:

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

APPROVED BY: \_\_\_\_\_

(OSE Project Manager)

DATE: \_\_\_\_\_

# SE-330

## LUMP SUM BID FORM

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

**BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)

**BID SUBMITTED TO:** \_\_\_\_\_  
(Agency's Name)

**FOR: PROJECT NAME:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_

### **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): \_\_\_\_\_

**\$** \_\_\_\_\_, 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.

<b>No.</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>ADD</b>	<b>DEDUCT</b>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

# 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>
<b>BASE BID</b>			
<b>ALTERNATE #1</b>			
<b>ALTERNATE #2</b>			
<b>ALTERNATE #3</b>			

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

### 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://lir.sc.gov/clb/PDFFiles/CLBCClassificationAbbreviations.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 "or", 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.



## 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 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)(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 Agency. Bidder agrees to substantially complete the Work within 240 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:** \_\_\_\_\_

**SE-330**  
**LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):**\_\_\_\_\_**Classification(s) & Limits:**\_\_\_\_\_**Subclassification(s) & Limits:**\_\_\_\_\_

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:**\_\_\_\_\_**ADDRESS:**\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:**\_\_\_\_\_**EMAIL:**\_\_\_\_\_**SIGNATURE:**\_\_\_\_\_ **DATE:**\_\_\_\_\_**PRINT NAME:**\_\_\_\_\_**TITLE:**\_\_\_\_\_

# SE-355

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter referred to as “Agency”, or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: \_\_\_\_\_

State Project Number: \_\_\_\_\_

Brief Description of Awarded Work: \_\_\_\_\_

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_

### CONTRACTOR

**By:** \_\_\_\_\_  
 (Seal)

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

### SURETY

**By:** \_\_\_\_\_  
 (Seal)

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_

*(Additional Signatures, if any, appear on attached page)*

**SE-355****PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
  - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall be those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
  - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
  - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
  - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
  - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

**SE-357****LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter referred to as "Agency", or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: \_\_\_\_\_

State Project Number: \_\_\_\_\_

Brief Description of Awarded Work: \_\_\_\_\_

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_**CONTRACTOR**

**By:** \_\_\_\_\_  
 (Seal)

**Print Name:** \_\_\_\_\_**Print Title:** \_\_\_\_\_**Witness:** \_\_\_\_\_**SURETY**

**By:** \_\_\_\_\_  
 (Seal)

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_*(Additional Signatures, if any, appear on attached page)*

**SE-357****LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
  - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
  - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
  - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2 Pay or arrange for payment of any undisputed amounts.
  - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

**13. DEFINITIONS**

- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
- 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
- 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: \_\_\_\_\_

**CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT**

AGENCY: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

This Contract is changed as follows: *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT SUM:**

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order:		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

**ADJUSTMENTS IN THE CONTRACT TIME:**

1. Initial Date for Substantial Completion:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order:		Days
4. Total Number of Days added to this Contract including this Change Order:	0 Days	
5. New Date for Substantial Completion:		

**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

*(Signature of Representative)*

Print Name of Representative: \_\_\_\_\_

Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes ☐ No ☐

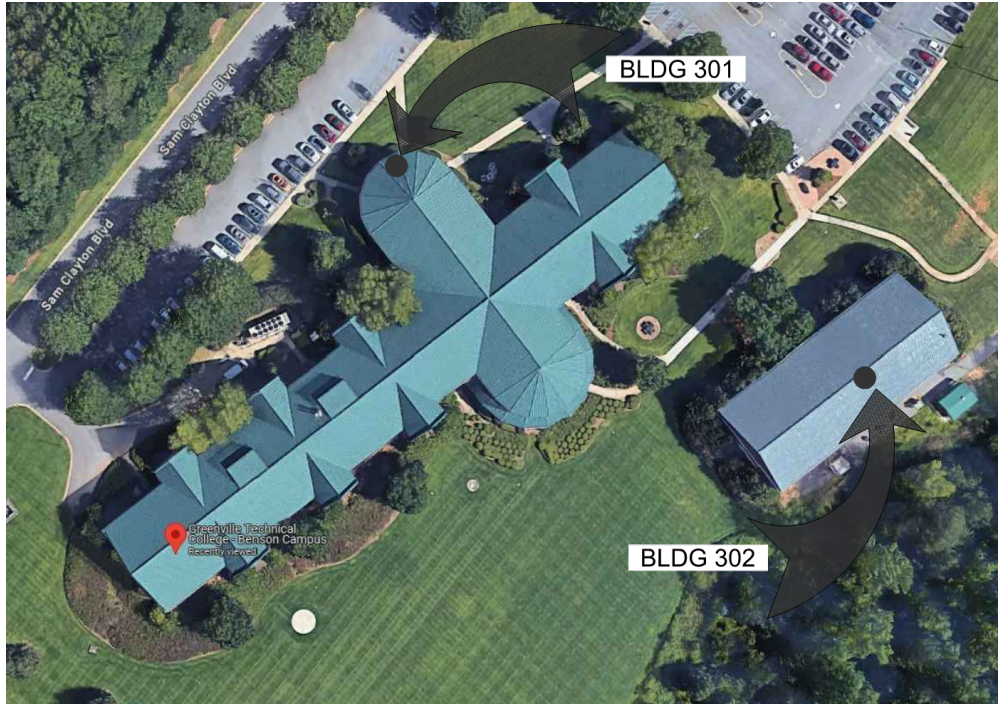
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

*(OSE Project Manager)***SUBMIT THE FOLLOWING TO OSE**

1. SE-380, completed and signed by the Agency.
2. SE-380, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.

# GREENVILLE TECHNICAL COLLEGE BENSON CAMPUS 301 & 302 WINDOW REPLACEMENT

CD SPECIFICATIONS  
JANUARY 21, 2025



PROJECT LOCATION: 2522 LOCUST HILL RD, TAYLORS, SC 29687

PREPARED FOR:



PREPARED BY:



1900 S. Highway 14, Suite A, Greer, SC 29650

[www.raymond.global](http://www.raymond.global)

864-489-8900

Raymond Project No. GSP 1 142.005



**SECTION 00 01 03**  
**PROJECT DIRECTORY**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

Project Name: BENSON CAMPUS 301 & 302 WINDOW replacement

- A. Owner's Project Number: H59-N299-TM
- B. The Owner, hereinafter referred to as Owner: Greenville Technical College
  - 1. Director of Facilities: Michael Ruff  
Greenville Technical College  
P.O. Box 5616  
Greenville, SC 29606  
O: (864) 250-8281  
M: (803) 360-0717  
E-mail: Michael.Ruff@gvltec.edu

**1.02 PROJECT DESCRIPTION**

Summary of Project: The project entails the removal and design for the installation of new curtain wall and window system and associated flashing, sealants and backer rods as specified

**1.03 PROJECT CONSULTANTS**

- A. The Engineer, hereinafter referred to as Designer: Raymond
  - 1. Address: 1900 S. Highway 14, Suite A
  - 2. City, State, Zip: Greer, SC 29650
  - 3. Phone: (864) 489-8900
  - 4. Project Manager E-mail: christopher.moody@raymondllc.com

**1.04 PROCUREMENT TIMETABLE**

- A. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

**PART 2 PRODUCTS – NOT USED**

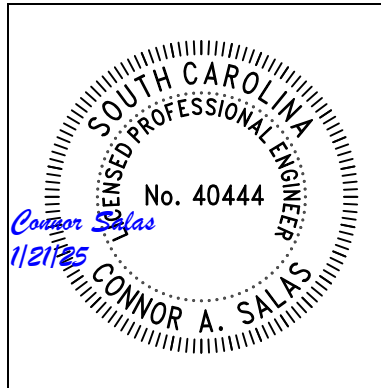
**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 01 05**

**CERTIFICATIONS PAGE**

**ENGINEER OF RECORD**



Connor A. Salas, PE, FAPC  
Professional Engineer  
SC PE #40444

**DESIGN TEAM**

Connor A. Salas, PE, RRC, FAPC  
Engineer of Record  
Building Envelope Consultant

Jose R. McCausland, AIA, NCARB, CSI, CDT  
Architect  
Senior Building Envelope Consultant

Jason Mabraten RA, RRC, REWC  
Architect  
Regional Vice President

Guido X. Salas, RRC, RRO, Assoc. AIA  
Senior Building Envelope Consultant  
Senior Vice President

Christopher Moody  
Project Manager

**END OF SECTION**

**SECTION 00 01 10**

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**PROJECT NUMBER:** H59-N299-TM

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## **TECHNICAL SPECIFICATIONS**

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- SECTION 00 01 03 – PROJECT DIRECTORY
- SECTION 00 01 05 – CERTIFICATIONS PAGE
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- SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION
- SECTION 01 32 33 – PHOTOGRAPHIC DOCUMENTATION
- SECTION 01 33 00 – SUBMITTAL PROCEDURES
- SECTION 01 40 00 – QUALITY REQUIREMENTS
- SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS
- SECTION 01 60 00 – PRODUCT REQUIREMENTS
- SECTION 01 73 00 – EXECUTION
- SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- SECTION 01 77 00 – CLOSEOUT PROCEDURES
- SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA
- SECTION 01 78 39 – PROJECT RECORD DOCUMENTS
- SECTION 01 79 00 – DEMONSTRATION AND TRAINING

### **DIVISION 2 – EXISTING CONDITIONS**

- SECTION 02 41 19 – SELECTIVE DEMOLITION (NOT INCLUDED IN SD-DD SUBMITTAL)

### **DIVISION 4 – MASONRY**

- SECTION 04 01 00 MAINTENANCE OF UNIT MASONRY

### **DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES**

- SECTION 06 10 53 – MISCELLANEOUS ROUGH CARPENTRY

### **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

- SECTION 07 62 00 – SHEET METAL FLASHING AND TRIM
- SECTION 07 92 00 – JOINT SEALANTS

### **DIVISION 08 – OPENINGS**

- SECTION 08 44 13 GLAZED ALUMINUM CURTAIN WALLS
- 08 44 13 GLAZED ALUMINUM CURTAIN WALLS

Greenville Technical College – BENSON CAMPUS 301 & 302  
WINDOW replacement  
Greenville, SC  
Raymond Project No. GSP1142.005

00 01 10-3  
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**DIVISION 09 – FINISHES**

SECTION 09 29 00 GYPSUM BOARD

SECTION 09 91 13 EXTERIOR PAINTING

SECTION 09 91 23 INTERIOR PAINTING

**END OF SECTION**

Greenville Technical College – BENSON CAMPUS 301 & 302  
WINDOW replacement  
Greenville, SC  
Raymond Project No. GSP1142.005

00 01 15  
LIST OF DRAWINGS SHEETS

**SECTION 00 01 15**  
**LIST OF DRAWINGS SHEETS**  
**BENSON CAMPUS 301 & 302**  
**WINDOW replacement**

GENERAL

100	COVER, INDEX SHEET AND CODES
101	GEN. NOTES, ABBREV. & SYMBOLS
102	DESIGN PRESSURES BLDG 301
103	DESIGN PRESSURES BLDG 302
X201	EXIST. DEMO 1ST & 2ND FLR PLAN BLDG.301
201	NEW WORK 1ST & 2ND FLR PLAN BLDG.301
X202	EXIST. DEMO 1ST, 2ND & 3RD FLR PLANS BLDG.302
202	NEW WORK 1ST & 2ND FLR PLAN BLDG.302
X301	EXIST. DEMO ELEVATIONS BLDG.301
301	NEW WORK ELEVATIONS BLDG 301
X302	EXIST. DEMO ELEVATIONS BLDG 302
302	NEW WORK ELEVATIONS BLDG 302
401	WINDOW TYPES
501	DETAILS

**END OF SECTION**

## Exhibit C

(GSP1142.005/H59-N299-TM)

### PRE-BID RFI's

#### Greenville Technical College – BENSON CAMPUS 301 & 302 WINDOW Replacement Greenville, SC

Tuesday, February 18, 2025

#### RFI#1 QUESTIONS and RESPONSES:

Q1. Will a Door and a Door hardware schedule be made available?

**Response:**

Contractor to field verify all existing Hardware including electronic and low voltage devices installed and provide an allowance for replacing with new hardware to match existing or updated devices as required by owner.

Q2. Can you provide products and locations of any electrified door parts if any?

**Response:**

Contractor to coordinate with Owner for Card Readers Access and Automatic Operator, to conform to existing Greenville Technical College BENSON Campus existing systems.

Contractor to field verify all existing Hardware including electronic and low voltage devices installed and provide an allowance for replacing with new hardware to match existing or updated devices as required by owner.

Q3. Is there any glass makeup required, or can we quote standard 1" insulated glass with a low-e coating and tempered where required?

**Response:**

Refer to the sheet 100 product approvals table. Approval number FL29081\_R3. The basics of design is 1-inch double pane insulated glass.

Refer to sheet 401 for shaded location of tempered glass.

Refer to Specs section 08 43 13 part 2 for min. compliance with S.C Energy Conservation requirements.

When required to match existing steel window frame size at Entry Porch and Commons spaces, use curtain wall profile basis of design listed on Specs Kawneer Co.1600 Wall system which is 5 ¼" depth.

Q4. The curtainwall spec lists laminated glass. Is laminated glass required for any openings on this project?

**Response:**

No laminated glass. Refer to sheet 401 for shaded location of tempered glass.

Q5. What is the extent of masonry work? Is the intent of this spec section to apply to any broken masonry that occurs during demo of windows or is the whole building being cleaned and/or repointed? I don't see any areas indicated on the drawings.

**Response:**

Refer to Room Finish General notes on sheets 210 and 202 for areas adjacent to windows. Refer to General Construction notes on sheet 101 for protection of existing areas and replacement of impacted areas.

Q6. Page 401 in the drawings list window types “L,U, and V” but I don’t see these noted anywhere on the elevations or floor plan. Also, Window types “A and B” are marked on Page 201 but are not detailed on page 401.

**Response:**

Refer to revised sheet 401 for profile of windows A & B.

Refer to revised sheet 301 for locations of windows U, F and V

Q7. Can you please clarify what is included here? There’s a note about curtain wall doors but just a transom window marked (Type GG).

**Response:**

Refer to revised sheet 401 for profile of window/door GG.

Q8. Can you confirm if the new window openings are to be curtain wall or storefront? Storefront seems to be the most appropriate and would offer the best value to the owner. Can I bid this project using storefront unless the size of the opening requires curtain wall? Type E may be large enough to require it.

**Response:**

Refer to the sheet 100 product approvals table. Approval number FL29081\_R3. The basics of design is 1-inch double pane insulated glass.

When required to match existing steel window frame size at Entry Porch and Commons spaces, use curtain wall profile basis of design listed on Specs Kawneer Co.1600 Wall system which is 5 ¼” depth.

Q9. The drawings list basis of design as Trulite CT451 storefront, which is a 4.5” system which is the common storefront size. However the storefront spec calls for 5 ¼” storefront which I’m not sure is an available option. Can I bid this project with 4.5” storefront?

**Response:**

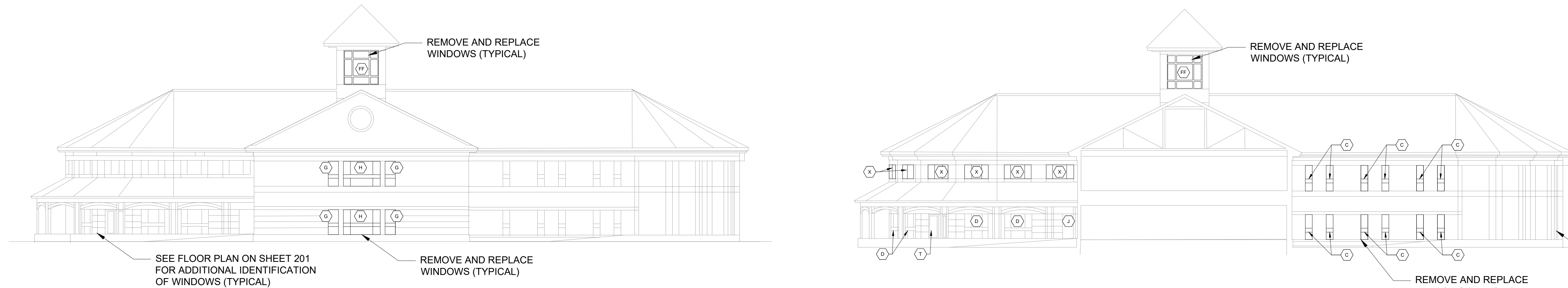
Same as Q8.

Q10. Can you confirm if the new frames are to anodized or painted? I see both listed in the storefront spec. Painted would be more expensive.

**Response:**

Verify with owner if color is preferred. Otherwise, anodized aluminum is acceptable.





SCALE: 1/16"=1'-0"



LE:  $1/16"=1'-0"$



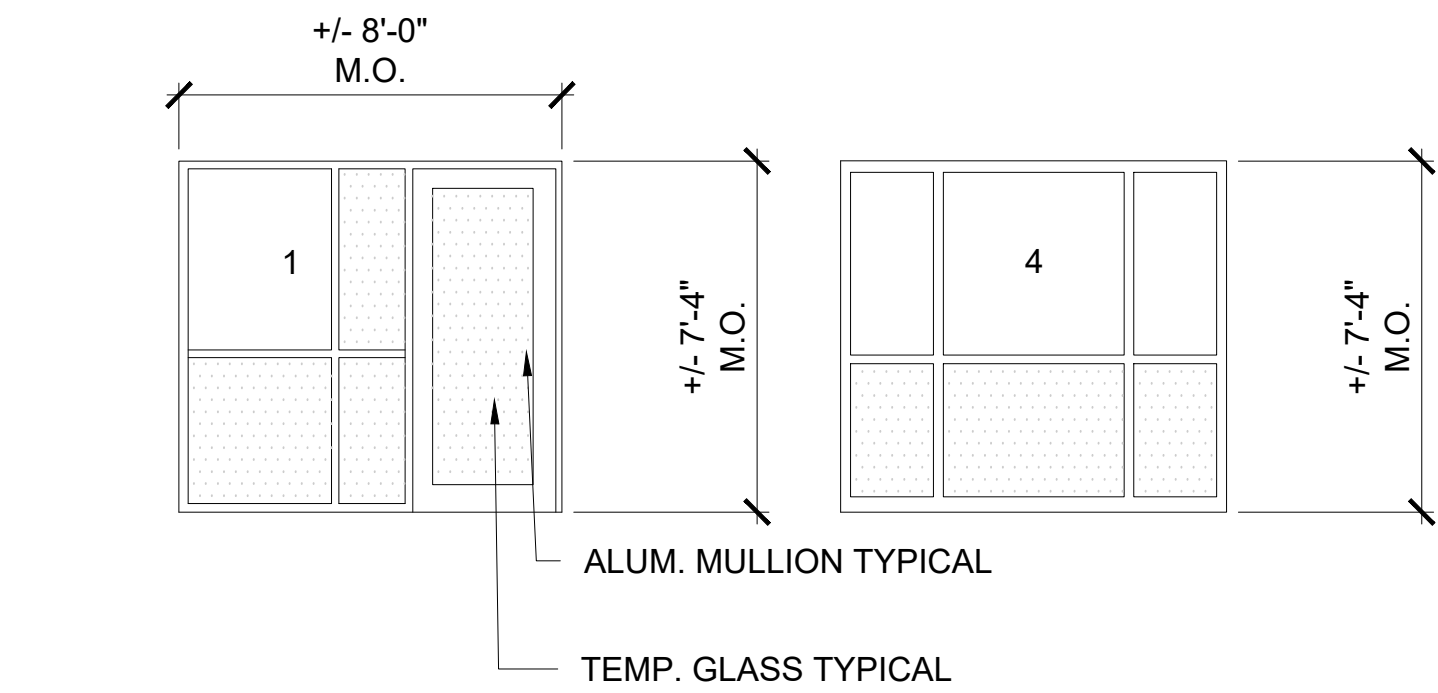
SCALE: 1/16"= 1'-0"

- # GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE THE ARCHITECT / OWNER SAMPLES OF ALL EXTERIOR FINISHES FOR APPROVAL.
  2. REFER TO REVIEWED FINAL SHOP DRAWINGS FOR ALL FLASHING AND WATERPROOFING CONDITIONS AT THE BUILDING ENVELOPE PRIOR TO FABRICATION AND INSTALLATION.
  3. REFER TO SHEETS 102 (BUILDING 301) AND 103 (BUILDING 302) FOR DESIGN PRESSURES REQUIRED FOR EXTERIOR CLADDING COMPONENTS.
  4. WINDOW SYSTEM DIMENSIONS, SHAPES, AND MEMBERS ARE FOR DESIGN INTENT ONLY. SEE REVIEWED FINAL SHOP DRAWINGS FOR SPECIFIC INFORMATION AND COORDINATION.
  5. REFER TO DOOR AND WINDOW SCHEDULES FOR ADDITIONAL INFORMATION.
  6. GENERAL CONTRACTOR SHALL COORDINATE ALL SYSTEMS PRIOR TO SUBMITTAL OF SHOP DRAWINGS.
  7. ITEMS NOTED ARE TYPICAL EXAMPLES, EVERY INSTANCE MAY NOT BE NOTED OR TAGGED.
  8. COORDINATE WITH OWNER ALL LOW VOLTAGE OR TELECOMMUNICATION FOR DOOR ACCESS, CAMERAS, AND CARD READER, ETC.
  9. DIMENSIONS SHOWN ARE REFERENCED TO FACE OF EXTERIOR FINISHES.
  10. LANDSCAPING NOT SHOWN, COORDINATE WITH OWNER ALL LANDSCAPE REQUIREMENT FOR IMPLEMENTATION OF SCOPE OF WORK
  11. COORDINATE WITH OWNER ALL ELECTRICAL FOR EXTERIOR MOUNTED LIGHTS AND DEVICES. VERIFY EXTERIOR LOCATIONS PRIOR TO IMPLEMENTATION OF SCOPE OF WORK.
  12. COORDINATE WITH OWNER ALL SITE FURNISHINGS, CANOPIES, AND FENCING NOT SHOWN FOR CLARITY, PRIOR TO IMPLEMENTATION OF SCOPE OF WORK.
  13. CONTRACTOR SHALL PROVIDE BRICK CONTROL JOINTS, CONSISTING OF BACKER ROD AND SEALANT, AT THE FOLLOWING LOCATIONS:
    - ALL STRUCTURAL MASONRY CONTROL JOINTS
    - AT MAXIMUM SPACING OF 20' O.C.
    - INTERIOR AND EXTERIOR CORNER OF ALL WALL INTERSECTIONS
    - AT TRANSITIONS BETWEEN DISSIMILAR MATERIALS

[illegible]



THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT NAMED HEREIN. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE AUTHOR. REPRODUCTION IS PROHIBITED.

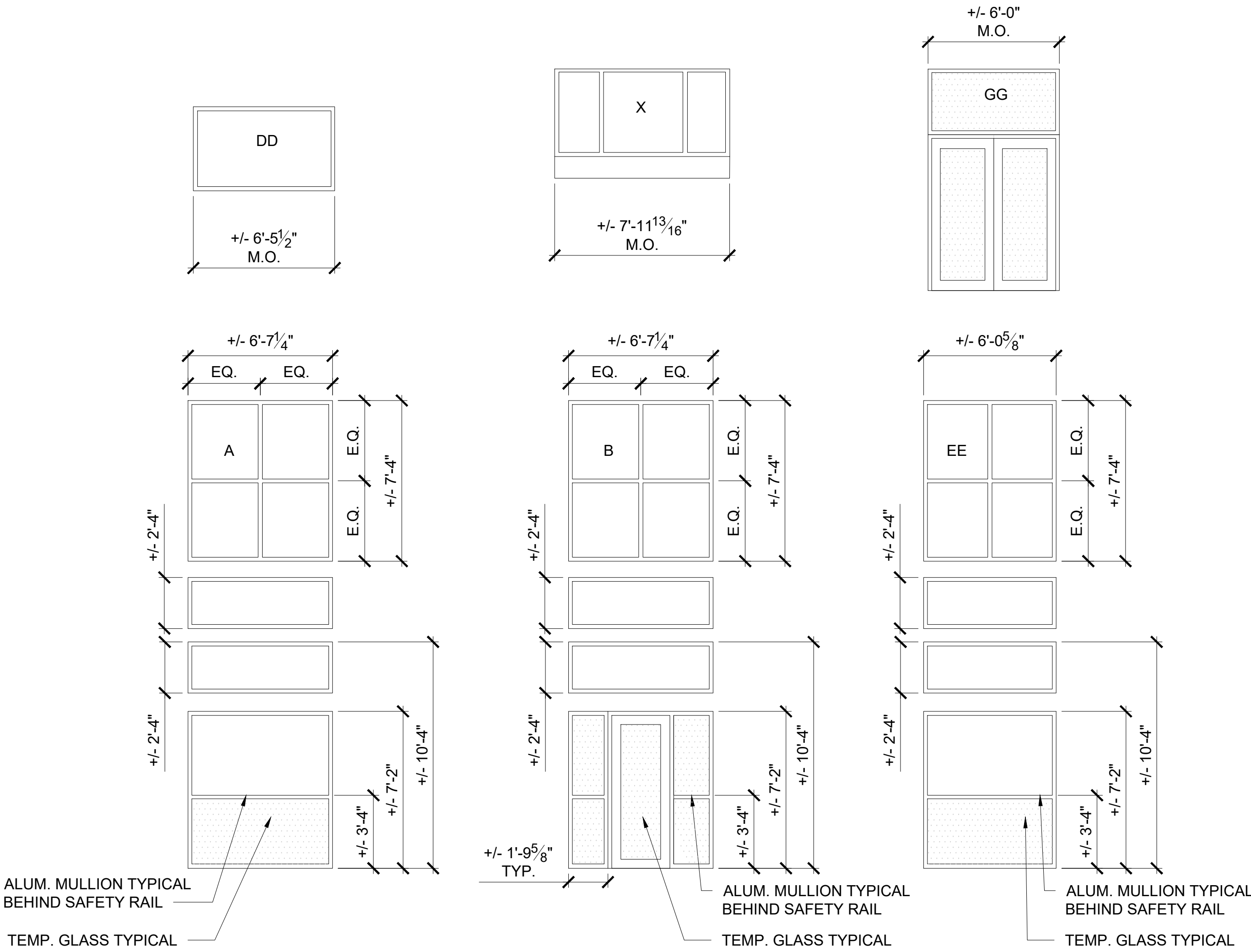


## WINDOW TYPES BLDG 302

SCALE: 1/4" = 1'-0"

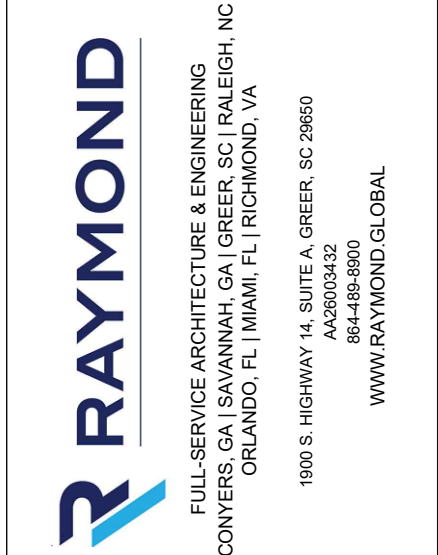
## WINDOW TYPES BLDG 301

SCALE: 1/4" = 1'-0"



- WINDOW TYPE NOTES:
- REFER TO ELEVATIONS AND FLOOR PLANS FOR LOCATION
  - TEMPERED GLASS AS REQUIRED BY CODE U.N.O.
  - ALL FRAME COLORS TO BE SELECTED BY OWNER AND DESIGNER. ONTRACTOR TO PROVIDE MFR COLOR CHART ON SHOP DRAWINGS SUBMITTALS
  - ALL EXTERIOR GLAZING TO BE 1" & INSULATED UNLESS NOTED OTHERWISE - REFER TO SPCEs FOR LOCATION OF LOW E GLAZING.
  - ALL WINDOW SEALANT TO MATCH FRAME OR STOREFRONT COLOR
  - ALL DIMENSIONS TO BE FIELD VERIFIED PRIOR TO SUBMITTING SHOP DRAWINGS.
  - ALL VIEWS ARE SHOWN FROM EXTERIOR.

PROJECT TITLE: BENSON CAMPUS 301 & 302 WINDOW REPLACEMENT		PROJECT DESIGNED FOR: 		PROJECT INFORMATION PROJECT NUMBER: J. MOCAUSLAND CLIENT PROJECT NUMBER: H58-N298-1M DESIGNER: M. RUFF PROJECT MANAGER: C. SALAS DATE: 10/18 Feb 2023 5:39pm NOTICE THE INFORMATION IN THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. ANY PARTY ACCEPTING THIS DOCUMENT AND SO IN CONTRACTS AND AGREEMENTS THAT IT SHALL NOT BE USED AS A BASIS FOR ANY DECISIONS OR ACTIONS, WITHOUT THE CONSENT OF RAYMOND.	
DRAWING #: 401	REVISION #: 	WINDOW TYPES			



9	8	7	6	5	4	3	2	1
CERTIFICATIONS								

REVISION #		DATE	DESCRIPTION OF REVISIONS
1	10/18/2023	100% CD SET	
2	10/18/2023	100% CD SET	
3	10/18/2023	100% CD SET	
4	10/18/2023	100% CD SET	
5	10/18/2023	100% CD SET	
6	10/18/2023	100% CD SET	
7	10/18/2023	100% CD SET	
8	10/18/2023	100% CD SET	
9	10/18/2023	100% CD SET	

(GSP1142.005/H59-N299-TM)

**PRE-BID RFI's**

**Greenville Technical College – BENSON CAMPUS 301 & 302 WINDOW**

**Replacement**

**Greenville, SC**

Tuesday, February 25, 2025

**RFI#2 QUESTION and RESPONSE:**

Q1. I don't believe it's possible to make them out of curtain wall. I believe they need to be vinyl windows. Could you help me with this please?

**Response:**

Contractors to verify number of round fixed windows, on Building 301 there appear to be 5 total around the building: 3 on North Elevation and 2 on South Elevation. On building 302 there appear to be 4 windows total on South Elevation.

If custom size is required for replacement, and it is not within budget or schedule, then at owner discretion and approval it is recommended to seal around existing windows glazing and frame and paint existing frames to match adjacent windows. Do not seal brick or windows weep holes.

Otherwise provide new Vinyl windows to comply with wind pressure per sheet 102.

Jeld-Wen or PGT or similar approved MFR are an option.

## **PRE-BID RFI's**

**Greenville Technical College – BENSON CAMPUS 301 & 302 WINDOW**

**Replacement**

**Greenville, SC**

Tuesday, February 25, 2025

### **RFI#3 QUESTIONS and RESPONSES:**

Q1. WINDOW SILL DETAIL- Are you asking to remove block or brick?

**Response:**

Brick and or block to remain. As shown shaded for existing construction to remain.

Brick weep holes to be replaced (refer to details on sheet 501 for additional information).

Q2. Any tile or granite in bathrooms or all sheet rock on the inside?

**Response:**

Contractors to verify existing conditions, gypsum wall board to be replaced beyond window frame, perpendicular surface to remain.

When tile or other materials are disturbed due to demolition replace to match existing.

Q3. How many inches inside the wall will we need to go?

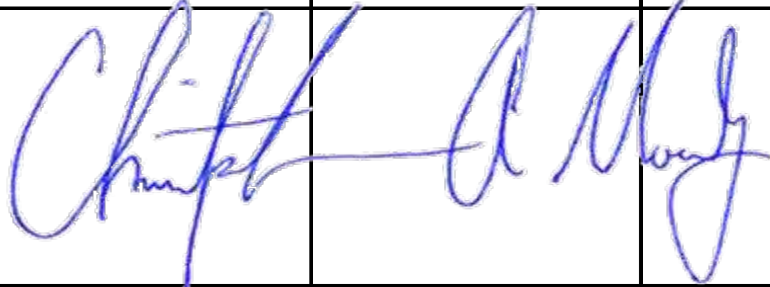
**Response:**

Refer to previous response for question # 2

The contractors shall protect all existing construction to remain.

Please review all the notes in sheet 101 for additional information.

Exhibit D

PROJECT: Benson Campus 301&302 Window Replacement	PROJECT NUMBER: H59-N299-TM / Project #GSP1146.005		ARCHITECT/ENGINEERS: Raymond Global		DATE/TIME: 10:30 AM, March 4, 2025							
BIDDERS			Watertight Systems		Time Key		Jon Scot Contractors		Lazer Construction			
	Bid Page	Envelope Adds/Deducts	Bid Page	Envelope Adds/Deducts	Bid Page	Envelope Adds/Deducts	Bid Page	Envelope Adds/Deducts	Bid Page	Envelope Adds/Deducts	Bid Page	Envelope Adds/Deducts
BASE BID			\$1,298,765.00	\$23,000.00	\$1,166,097.00	\$161,500.00	\$844,000.00		\$1,449,000.00			
Total base Bid with Envelope Adjustments	\$0.00		\$1,321,765.00		\$1,327,597.00		\$844,000.00		\$1,449,000.00		\$0.00	
TOTAL BID	\$0.00		\$1,321,765.00		\$1,327,597.00		\$844,000.00		\$1,449,000.00		\$0.00	
	<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included		<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included		<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included		<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included		<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included		<input type="checkbox"/> Acknowledgement of Addenda <input type="checkbox"/> Bid Bond Provided <input type="checkbox"/> Supplemental Forms Included	
NOTES: The following vendors obtained plans but opted not to submit a Bid:												
This is an unofficial tabsheet subject to verification by the GTC Procurement Services Department. Any award is subject to analysis of alternates, verification of adequate budget, and approval by the appropriate GTC staff and/or the GTC Board.												
I CERTIFY THAT THIS IS A CORRECT TABULATION OF BIDS AS READ ALOUD, AND I HAVE PERSONALLY AND VISUALLY CHECKED THE TABULATION AGAINST THE PROPOSAL FORMS SUBMITTED												

# Exhibit E

SE-370

## NOTICE OF INTENT TO AWARD - DESIGN-BID-BUILD CONTRACT

AGENCY: GTC - Greenville Technical College

PROJECT NAME: Benson Campus Buildings 301 and 302 Window Replacement

PROJECT NUMBER: H59-6337-TM

POSTING DATE: 03/06/2025

### 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: JonScot General Contractors

DATE BIDS WERE OPENED: 03/04/2025

### BID INFORMATION:

BASE BID AMOUNT: \$844,000.00

ALTERNATES: #1 ACCEPTED ☐ \$0.00

#2 ACCEPTED ☐ \$0.00

#3 ACCEPTED ☐ \$0.00

TOTAL BID AMOUNT: \$844,000.00

TOTAL CONTRACT AWARD: \$844,000.00

*(If the Total Contract Award is different from the Total Bid Amount, explain any negotiations that resulted in the change.)*

NA

REMARKS: *(If "No Contract to be Awarded" was entered above, indicate the reason.)*

NA

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 before receipt of the Agency's written Notice to Proceed.

### 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 (15) 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](mailto: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 email address from which you sent your protest.

BY: Michael Ruff TITLE: Facilities Director DATE: 03/06/2025

ACKNOWLEDGED BY OSE PROJECT MANAGER: Tracey McGee DATE: 03/06/2025

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

**JON SCOT GENERAL CONTRACTORS LLC**  
201B PELHAM DAVIS CIRCLE  
GREENVILLE, SC 29615  
(864)284-9402

**License number:** 102802

**License type:** GENERAL CONTRACTOR

**Status:** ACTIVE

**Expiration:** 10/31/2026

**First Issuance Date:** 12/30/1999

**Classification:**

Building-BD5

**Qualified By:** Financial Statement

**President / Owner:** WILLIAM S SCOTT

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

**Supervised By**

**WILSON WILLIAM (CQG)**

[File a Complaint against this licensee](#)

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

No Orders Found

# Exhibit G



1035 Green Street, Suite A  
Conyers, GA 30012  
Office: (770) 483-9592  
[www.raymond.global](http://www.raymond.global)

October 31, 2024

Mr. Chris Morton  
Campus Developer  
Greenville Technical College  
(803) 237-8292  
christopher.morton@gvltec.edu

Reference: DD Submission – ROM Costs for  
Benson 301 & 302 Window Replacement  
Project No. GSP1142.005

## ROM Cost for Benson 301 & 302 Window Replacement:

The costs associated with the replacement of the existing window systems in buildings 301 and 302, additionally, limited masonry repairs have also been included in the costs. The costs shown below are assuming similar conditions to the current bid environment and under normal working conditions.

No.	Item	Quantity S.F.	Unit Price	Cost
<b>Base Bid</b>				
1	Replacement of Curtainwall & Windows - 301	6,220	\$98.00	\$609,560
2	Replacement of Curtainwall & Windows - 302	1,380	\$84.00	\$115,920
3	Misc. Masonry and Sealant Repairs			\$32,000
4	<b>Total Estimated Construction Costs</b>			<b>\$757,480</b>
5	Contingency			\$37,874
6	<b>Total Project Costs and Owner Reserves</b>			<b>\$795,354</b>

*Architectural, Interior Design, Engineering, Building Envelope and Consulting Services*

CONYERS | CHARLESTON | GREER | ORLANDO | RALEIGH | RICHMOND | SAVANNAH



# Exhibit H

**From:** [Larry Preiss](#)  
**To:** [White, John](#)  
**Cc:** [Christopher Moody](#)  
**Subject:** [External] Re: Estimate Greenville Technical College, Benson Campus Protest  
**Date:** Monday, April 21, 2025 9:22:57 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Outlook-goispdmi.png](#)

---

John, we typically see about 25%-30% of the overall window replacement cost going toward demo/prep.

**Larry Preiss, PMP**  
DIRECTOR OF PROJECT MANAGEMENT



1035 Green Street SE, Suite A | Conyers, Georgia 30012

PHONE 770-483-9592 x 207 | CELL 770-364-2115

EMAIL [larry.preiss@raymond.global](mailto:larry.preiss@raymond.global)

WEBSITE <https://raymond.global/>

**This email and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this email in error, destroy it immediately.**

Please note that our company name has changed to Raymond Global, Inc. Please updated your records to reflect our new company name as well as my new email address, [larry.preiss@raymond.global](mailto:larry.preiss@raymond.global).

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