

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

In re: Walter B. Davis Company)
) **BID WITHDRAWAL HEARING**
)

THIS MATTER coming on for hearing before Mecklenburg County Department of Asset and Facility Management (“AFM”) on August 20, 2024, upon the request of Walter B. Davis Company, and pursuant to G.S. 143-129.1 to withdraw their bid for construction work to be completed at the Office of Economic Development – Clifton Johnson Building. Present were Sushma Kumar, Construction Project Manager in AFM; David Gieser, Design and Construction Project Management Director in AFM; Susan Hall, Assistant County Attorney, Office of County Attorney; Diana Carter, Paralegal, Office of County Attorney; and Walter Davis of the Walter B. Davis Company.

After the presentation of evidence by Walter B. Davis; Sushma Kumar, and David Gieser, and review of the record, the following Findings of Fact are made:

1. Walter B. Davis is the owner and President of WBD General Contractors, a North Carolina S-corporation;
2. Walter B. Davis compiled and submitted a sealed bid for the construction of the Office of Economic Development – Clifton Johnson Building on August 9, 2024 in the bid amount of \$1,225,636.50;
3. That said bid was submitted to Mecklenburg County in good faith;
4. Walter B Davis Company submitted the low bid, a bid which was more than \$326,000 lower than the next lowest bid;
5. In compiling his bid, Walter B. Davis relied upon a sub-contractor bid from American Electric in the amount of \$201,638.00, covering labor, material, equipment and supervision necessary for the electrical and telecommunication demolition and installation as shown on certain pages of the architect’s drawings as attached on the Exhibit A;
6. After submission of the bid to Mecklenburg County, Walter B. Davis determined that the electrical subcontractor American Electric’s bid did not include security and audio/visual

as required by the architect drawings. Rather, security and audio/visual was broken out separately in a sub-bid to American Electric from Connectivity Point in the amount of \$228,055.10. This amount was in addition to the \$201,368.00 bid from American Electric;

7. That the omission of the bid amount of \$228,055.10 from Connectivity Point was an unintentional omission of a substantial portion of the work in the calculation of Walter B. Davis Company's bid amount;
8. That Mr. Davis realized the error in his bid approximately 2 hours after submission of his bid on August 9, 2024 and at 7:23PM that evening sent an email to Sushma Kumar, project manager in AFM and others notifying them of the request to withdraw his bid due to the herein described error and unintentional omission of the bid for security and audio/visual. Mr. Davis later followed up with evidence of the bids justifying the omission;
9. Mr. Davis emailed AFM staff within 72 hours after the opening of the bid and at the time of the email, the contract had not been awarded;
10. That employees of Mecklenburg County's Asset and Facility Management have reviewed the original work papers used in the preparation of the Walter B Davis Company bid and have determined that such documents constitute credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional omission of a substantial portion of the work, to be completed by a sub-contractor, made directly in the compilation of the bid, which unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, and that the Walter B Davis Company bid was submitted in good faith;

THEREFORE after considering information presented by Walter B. Davis and employees of Mecklenburg County Asset and Facility Management, and such additional information as has been presented during the hearing, the Mecklenburg County AFM concludes the following:

1. Walter B Davis Company has fulfilled the requirements of G.S. 143-129.1 for withdrawal of a bid in that credible evidence was presented meeting the statutory requirements allowing for withdrawal of his bid in that Walter Davis Company's bid was based upon a mistake which was clerical in nature as opposed to a judgment error, was actually due to an unintentional omission of a substantial portion of the work made directly in the compilation of the bid, which omission is clearly shown by objective

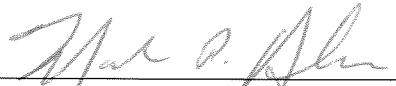
evidence drawn by inspection of the original work papers, which mistake constitutes a substantial error, and that the bid was submitted in good faith; and

2. Walter B Davis Company is allowed to withdraw its bid without forfeiture of its bid security;
3. AFM shall provide to Walter B Davis Company within five (5) days of the date of this hearing, a copy of this DETERMINATION, which DETERMINATION shall constitute a written ruling allowing the request to withdraw a bid.

This the 20th day of August 2024.

MECKLENBURG COUNTY
ASSET AND FACILITY MANAGEMENT

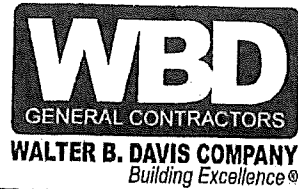
BY:



MARK HAHN, Director

Exhibit A

(see following pages)



August 16, 2024

Attn: Sue Kumar
Mecklenburg County, AFM
Valerie C. Woodard Center
3205 Freedom Drive
Suite 6000
Charlotte, NC 28208 [Phone] | [Email]

RE: Notice of Bid Withdrawal
Mecklenburg County Office of Economic Development-Bid

Dear Ms. Kumar,

Walter B. Davis Company is withdrawing our bid. American Electric within the scope of work erroneously listed security and AV plans TO.001, TOA.001, TOD.103, TIA.103, TIN.103, T1Y.103 and T2N.103 labor, material, equipment, equipment and supervision as included in their price. Therefore, as general contractor we expected this scope to be covered. Security and AV scope of \$228,055.10 is not included in the bid. This was unintentional and substantial error by American Electric which effected our bid. It is common practice for electrical firms to combine both electrical, security and AV scopes of work. This error was discovered after bid submitted on Friday August 9th, 2024, when American Electric communicated to us this substantial error. See attached proposal for reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter B. Davis', is written over a light blue horizontal line.

Walter B. Davis
President/Project Manager

Cc: attachments

Electrical



2835 Jeff Adams Drive, Suite H
Charlotte, NC 28206
Phone: 980-430-1014
www.americantelectric.com

PROPOSAL

Project Summary

Project Name: Mecklenburg County OED
700 East Fourth Street, Suite 300
Charlotte, NC 28202

Date of Proposal: 08/08/2024

Project No: 59-6578.200

Scope of Work

We are pleased to submit our price to provide labor, material, equipment, and supervision necessary for the electrical and telecommunication demolition, and installation as shown only on architect's drawings E0.001, E0D.103, E1.103, E2.103, E3.103, E4.401, E5.501, E6.601, T0.001, T0A.001, T0D.103, T0N.103, T1A.103, T1N.103, T1Y.103, and T2n.103 dated 06/14/2024 to include specifications, notes, addendums 1, and 2 for the sum of:

TOTAL PRICE: \$ 201,638.00

ELECTRICAL SCOPE CLARIFICATIONS:

- Immobilization, start-up, permits, submittals, close-out documents.
- Temporary power and lighting installed when and where needed.
- Demolition and safe-off as per drawings, notes, and specifications.
- Power outlets installed as per drawings, notes and specifications.
- Building lighting fixtures installed or relocated as per drawings, notes and specifications..
- Lighting controls and sensors furnished and installed as per drawings, notes, and specifications.
- Fire alarm system raceways provided and installed as per drawings, notes, and specifications.
- Single point connections to mechanical, plumbing, and other equipment as per drawings, notes, and specifications.
- Telecommunication system wiring provided and installed as per drawings, notes, and specifications.
- Phone and data connections provided and installed as per drawings, notes, and specifications.
- Access controls raceways provided and installed as per drawings, notes, and specifications.
- Other vendors control conduits, disconnects, and power installed as per drawings, notes, and specifications.
- Disconnect switches furnished and installed as per drawings, notes, and specifications.
- Grounding installed as per drawings, notes, and specifications.
- Coordination with building maintenance, owner's vendors, inspectors, GC Superintendent, and other sub-contractors is included.

ELECTRICAL EXCLUSIONS:

- Painting of any surface or equipment
- Phone or CATV equipment
- Saw cutting, core drilling, x-raying, patching, nor grouting concrete.
- Repairing of sheetrock removed to add or demo devices.
- Providing VFD's or duct smoke detectors, Porta-johns or dumpsters
- Roof Penetrations/repairs or providing pitch pockets.
- Security, nor fire alarm system equipment or wiring.

NOTES:

- The proposal pricing is based on working hours Monday-Saturday 7:30am – 7:30pm.
- The manufacturer's standard warranty will apply to equipment and materials, and one year on workmanship.
- A mutually acceptable construction schedule is to be agreed upon at time of the project preconstruction meeting.
- Safety - The General Contractor shall be responsible for ensuring the provision of a safe worksite and/or working environment. The minimum safe work environment shall maintain compliance with 29 CFR 1926, OSHA Construction Industry Regulations. Where applicable, 29 CFR 1910, OSHA General Industry Regulation takes precedent. American Tec Electric's safety management reserves the right to conduct routine, safety inspections at the project when associated personnel are assigned. American Tec Electric's project/field management reserves the right to be notified and offered option to participate with any project specific department of labor inspection that could result in citations being issued prior to the start of such an inspection.
- This proposal is based on quick payment terms. 20-day net from time of invoice. 12% to be invoiced on the first day of start-up. Proposal good for 60 days from date of submitting.
- Any additional work that is requested will be quoted as a change order and submitted for approval.
- American Tec Electric's standard warranty period starts on the date of substantial completion or at time of owner's beneficial occupancy, whichever occurs first. Repairs for defective materials and workmanship end 1 year after the start date of the warranty period. Manufacturer warranty durations that extend past the above stated first year will be assigned to the owner.
- Additional cost associated with liquidated, actual, or other time-related damages is not included. General Contractor is to provide proper coordinating, sequencing, and scheduling for on time completion.
- This proposal shall be governed by the laws of the State of North Carolina, and the city / county in which this project resides.

If you should have any questions concerning this quote, please feel free to contact me at 704-787-3961 (Mobile) or davidagoodson@americantecelectric.com.

Thanks

David A Goodson

North Carolina License # 11,0019
North Carolina Electric License # 11,0067
Minority Certification: (M) (W) (V) (S) (H)



CLIENT PROPOSAL

8/7/24

Dear Harrison,

Thank you for choosing Connectivity Point to quote the project outlined in the attached Proposal. We appreciate the opportunity and look forward to working with you. With recent changes in the marketplace causing material cost and inventory to be unstable, we want to provide you with a consistent pricing model and do our best to guarantee product availability. Our goal is to protect our customers, while maintaining the standards that we've built the company on.

For jobs that are expected to start thirty (30) or more days from receipt of the purchase order, Connectivity Point is extending a Dual-Option Price Protection Program to help lock-in current market pricing. **Please choose and initial the billing option you prefer.**

Option 1:

Initial: _____

- Upon award, Connectivity Point will purchase the materials for your project and work with you to have materials delivered to your location, where they will reside until the work has been scheduled. Once the work is ready to start, our technicians will retrieve the materials and transport them to your jobsite to be installed.
- Upon delivery of materials to your location, we will submit an invoice for the materials to be paid Net 30-days.

Option 2:

Initial: _____

- Upon award, Connectivity Point will work with you to schedule the awarded work and purchase at a time that will align with your installation timeline. At the time of purchase, we will reprice the material and check availability. If there is an increase in the price of the material, we will provide you with a change order for the material cost difference.
- Connectivity Point's standard payment terms of 25% upon award, 50% upon materials ordered and 25% upon project completion will still apply.

When you choose Connectivity Point to partner with you on your next project, don't hesitate to call your Account Executive to discuss the Price Protection option that works best for you. Thanks for your continued support and understanding as we continue to navigate through these crazy times.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Watt'.

Doug Watt
President



CLIENT PROPOSAL

CLIENT:	Walter B Davis Company	For Questions, Please Contact: Monica Hyder Account Executive 803-683-2649 mhyder@connectivitypoint.com
PROPOSAL DATE:	8/7/2024	
PROPOSAL/JOB #:	8202401832	
PROJECT NAME:	Judge Clifton OED Office AV	
PROJECT ADDRESS:	700 E 4th Street, Charlotte, NC 28202	
BACKGROUND		
Connectivity Point Design and Installation, LLC (CPDI) is pleased to submit for your review and approval the following proposal/quote. Please contact me with any questions you may have during your review.		
OVERVIEW		
CPDI will provide Audio Visual Products and Services for Walter B Davis Company.		
SCOPE OF WORK		
<ul style="list-style-type: none"> • Provide and install Audiovisual systems as specified for Room 300 – ENTRY • Provide and install Audiovisual systems as specified for Room 301 - PHONE • Provide and install Audiovisual systems as specified for Room 302 – CONFERENCE • Provide and install Audiovisual systems as specified for Room 303 – CAFÉ • Provide and install Audiovisual systems as specified for Rooms 310, 311, 312 – OFFICE • Provide and install Audiovisual systems as specified for Rooms 313, 314, 315, 316, 318, 319 – OFFICE • Provide and install Audiovisual systems as specified for Room 321 – CATAWBA CONFERENCE 		
Estimator: Tom Brockenbrough, CTS		



CLIENT PROPOSAL

INVESTMENT SUMMARY

Labor	\$ 49,507.24
Materials	\$ 157,777.60
Freight	\$ 9,331.39
Sales Tax	\$ 11,438.87
Total	\$ 228,055.10

This proposal is valid for (30) days from issuance.

The total lump sum for this proposal/quote is **\$ 228,055.10** which includes all material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal/quote are taxes (to be applied on final invoice) any adds, moves, or changes during the project, which will be billed separately from the original proposal/quote.

AUTHORIZATION

Purchase Order #: _____

Dear Harrison,

PROPOSAL/JOB NUMBER: 8202401832

By signing below, I am accepting this proposal/quote and the attached terms and conditions.

For Billing, I chose (see pg 1 for option details): Option 1 Option 2

Customer Authorized Signature: _____ Date: _____

Customer Print Name: _____ Customer Title: _____

Connectivity Point Design & Installation, LLC.

Monica Hyder

CPDI Authorized Signature, Date 8/7/24

CPDI Print Name: Monica Hyder Title: Account Executive

Estimator: Tom Brockenbrough