

**STATE OF SOUTH CAROLINA** )  
**COUNTY OF RICHLAND** )  
)  
)  
)  
**IN THE MATTER OF: BID PROTEST** )  
)  
**BRANTLY CONSTRUCTION** )  
**COMPANY, LLC** )  
)  
v. )  
)  
**SOUTH CAROLINA DEPARTMENT** )  
**OF PARKS, RECREATION &** )  
**TOURISM** )  
)  
**SUPPORT FACILITY REBID** )  
**CHARLES TOWNE LANDING** )  
**REDEVELOPMENT** )  
**PROJECT P28-9632-PG-S1** )  
\_\_\_\_\_ )

**BEFORE THE CHIEF PROCUREMENT  
OFFICER FOR CONSTRUCTION**

**DECISION**

**CASE NO. 2009-004**

**POSTING DATE:  
OCTOBER 13, 2008**

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from Brantley Construction Company, LLC., under the provisions of section 11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review of the Support Facility Rebid, Charles Towne Landing Redevelopment (“the Project”), for the South Carolina Department of Parks, Recreation & Tourism (PRT). Brantley protests PRT’s posting of a Notice of Intent to Award a contract for the project to Stenstrom & Associates, Inc. (A copy of Brantley’s protest and PRT’s response are attached as Exhibit “A”).

On October 3, 2008, pursuant to S.C. Code Ann. §11-35-4210(4), the CPOC conducted an administrative review by hearing. At the hearing, attorney R. Patrick Flynn, represented Brantley, attorney Eric Laquiere represented Stenstrom, and Mr. David Simms represented PRT. At the start of the hearing, the parties submitted into evidence Exhibits 1 through 3. During the hearing, the CPOC heard oral arguments and took testimony from all parties. This decision is based on the evidence and testimony presented at the hearing and applicable law.

## NATURE OF THE PROTEST

On August 21, 2008, PRT advertised for bids to construct the Project. The solicitation required bidders to list their subcontractor for the “Pre-Engineered Bldg” on the bid form. By the time for bid opening, PRT received a total of ten bids. Stenstrom, the low bidder, listed “CECO” for the pre-engineered building work. (A copy of Stenstrom’s bid is attached as Exhibit “B”).

On September 10, 2008, PRT posted Notice of Award of the contract to Stenstrom. On September 15, 2008, Brantley protested PRT’s intent to award on the grounds that Stenstrom’s listed subcontractor for the pre-engineered building was a supplier, not a subcontractor as defined by the Consolidated Procurement Code, the Contractors’ Licensing Act, and the Bid Form. Brantley therefore contended that Stenstrom is a non-responsible bidder. At the hearing, Stenstrom suggested the issue of the listing of CECO was one of responsiveness rather than responsibility and Brantley concurred.

## DISCUSSION

### RESPONSIVENESS

Prior to 1993, the Procurement Review Panel (Panel) issued a number of orders stating that a failure to list subcontractors in the manner required by law rendered a bid unresponsive.<sup>1</sup> In doing so, the Panel relied on S.C. Code Ann. § 11-35-3020(2)(b)(ii) which stated that “failure to list subcontractors in accordance with this section ... shall render the prime contractor’s bid unresponsive.” The Panel ruled that since the law required certain specialty contractors to meet certain licensing requirements, the listing of an improperly licensed subcontractor rendered a bid unresponsive. These rulings meant that to determine whether a bid was responsive, a procurement officer could not rely on the face of the bid but had to conduct an investigation to determine if the listed subcontractors held the appropriate credentials.

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<sup>1</sup> In Re. Protest of ECB Construction Co., Inc., Case No. 1989-7; In Re. Protest of Tricon Associates, Inc., Case No. 1991-11; In Re. Protest of Pizzagalli Construction Company, Case No. 1991-8; In Re. Protest of Delta Industrial Electric Co., Inc., Case No. 1992-8(I).

In 1993, the General Assembly took action to remedy the requirement to look beyond the face of the bid in determining whether a bid was responsive and amended § 11-35-3020(2)(b)(ii) to state, “[f]ailure to complete the list provided in the invitation for bids renders the bidder’s bid unresponsive.”<sup>2</sup> Thus, under the amended statute, as long as the bidder lists a subcontractor in each space for listing a subcontractor, his bid is responsive. *Protest of Brantley Construction Co., Inc., Case No. 1999-3*. Note 4 on page BF-3 of the Bid Form reflects this change in the approach to determining responsiveness with respect to subcontractor listing.

Based on the 1993 amendments to the Consolidated Procurement Code and the Panels decision in *Brantley*, the CPOC has taken the position that all a bidder has to do to be responsive with respect to the subcontractor listing requirements of the Procurement Code is to insert a name into each space provided on the bid form for listing subcontractors. The only exception to this rule is when a bidder list two or more subcontractors in the alternative for the same item of work because on the face of the bid, this allows the bidder to shop bids among the listed subcontractors. See *Ray Bell Construction Company, Inc. v. The School District of Greenville County* 331 S.C. 19, 501 S.E.2d 725 (1998)<sup>3</sup> Stenstrom inserted only the name “CECO” in the space for listing the pre-engineered building subcontractor with no alternative listing and is therefore responsive.

Brantley argued that in this case the listing of Ceko on its face allowed bid shopping. In support of this argument, Brantley, relying on a post bid opening investigation rather than the face of the bid, submitted the results of his internet research on Ceko and its various divisions, subsidiaries,

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<sup>2</sup> The General Assembly recently amended Article 9 of the Consolidated Procurement Code and this provision, without change in the language, is now S.C. Code Ann. § 11-35-3020(b)(ii).

<sup>3</sup> Brantley listed itself as well as “Star” for the pre-engineered building placing a virgule between the two names (that is “Brantley/Star”). [Brantley’s bid is attached as Exhibit “C”] The virgule means alternatively. *The American Heritage Dictionary*, Second College Edition (1985). Prior to the Court’s decision in *Ray Bell*, the Procurement Review Panel held the use of the virgule was acceptable where it was the bidder’s intent, as determined by investigation subsequent to bid opening, that both listed subcontractors perform the work. *Protest of Two States*, 1996-2. The Court’s decision in *Ray Bell*; however, may very well require rejection of such a bid as non-responsive since on its face, it may allow bid shopping. Indeed, Brantley testified that it was not his intent that Star perform work on the project as a subcontractor. To the contrary, Brantley testified he would perform all of the pre-engineered building work on the project and that Star was merely a supplier.

and affiliates. [See Exhibit 1] The CPOC disagrees. On its face, the listing of Ceco is the listing of one single entity and such a listing does not permit bid shopping.<sup>4</sup>

### RESPONSIBILITY

A determination of responsibility is required by S.C. Code Ann. § 11-35-1810, which states the “[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.” *See S.C. Code Ann. § 11-35-2410(A)*. The protestant has the burden of proving that the procurement officer’s determination is “clearly erroneous, arbitrary, capricious, or contrary to law.” *See Brantley*.

Brantley challenges PRT’s determination that Stenstrom is a responsible bidder by alleging that Stenstrom’s listed subcontractor for the pre-engineered building, Ceco, is not a subcontractor. In support of its contention that Ceco is not a subcontractor and Stenstrom is non-responsible, Brantley relies on the following provisions of the South Carolina Code of Laws as amended:

- (1) “A bidder in response to an invitation for bids shall set forth in his bid the name of **only** those **subcontractors** to perform the work as identified in the invitation for bids.” (emphasis added) S.C. Code Ann § 11-35-3020(b)(i)<sup>5</sup>
- (2) “Subcontractor” means any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor’s agreement with a governmental body.’ S.C. Code Ann. § 11-35-310(30)
- (3) “Subcontractor” means an entity who contracts to perform construction services for a prime contractor or another subcontractor.’ S.C. Code Ann. § 11-35-20(22)

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<sup>4</sup> Brantley seemed to argue that if Stenstrom was allowed to list Ceco, then Stenstrom could shop bids among all of Ceco’s authorized builders. *See Exhibit 1 page 11* This is an argument that equally applies to Brantley’s listing of Star. *See Exhibit 1, page 16*. Contrary to Brantley’s argument, however, the law does not permit Stenstrom to contract with another subcontractor (even a Ceco authorized builder) in the place of Ceco. *See S. C. Code Ann. § 11-35-3021*.

<sup>5</sup> Protestant cites to S.C. Code Ann § 11-35-3020(2)(b)(i) for this same provision; however, the General Assembly substantially amended Article 9 of the Consolidated Procurement effective January 1, 2008. As a result of these amendments, the correct citation is § 11-35-3020(b)(i), however, the pertinent language is largely unchanged.

Brantley also points to page BF-3 of the Bid Form, which contains the following statements:

“LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, **manufacturers** and fabricators **are not Subcontractors...**
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work...
3. If Bidder determines to use its own employees to perform any portion of the work... Bidder must list itself in the appropriate place in its bid and not subcontract any of that work...
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed..." (emphasis added)

Brantley argues that Ceko is not a subcontractor but a supplier, manufacturer, or fabricator, who will not perform physical work at the site of the construction but will simply supply the building to Stenstrom for Stenstrom or someone else to erect. Brantley further argues that if Ceko is not a subcontractor, then Stenstrom could not properly list Ceko on its bid form for the pre-engineered building work and by doing so, Stenstrom was a non-responsible bidder.

In response to Brantley's argument, Stenstrom submitted into evidence the bid it received from Ceko Building Systems for the pre-engineered metal building. [See Ceko's bid, Exhibit 3, page 10] In its bid to Stenstrom, Ceko not only proposed to provide the building but also to perform construction on the project by erecting the building. By listing Ceko on its bid form for the pre-engineered building, Stenstrom bound itself to use Ceko for the erection of this building should PRT accept its bid. *See S.C. Code Ann § 11-35-3021*. Therefore, the CPOC finds that Ceko is a subcontractor as defined by the Procurement Code and the Bid Form.

Other than the arguments presented above, Brantley did not present any evidence that Ceco could not perform the work or that either Ceco or Stenstrom were not responsible bidders.<sup>6</sup> Therefore, the CPOC finds that Brantley failed to meet its burden of proving that the procurement officer's determination that Stenstrom was a responsible bidder was "clearly erroneous, arbitrary, capricious, or contrary to law." See *Brantley*.

### DECISION

It is the decision of the Chief Procurement Officer for Construction that Stenstrom's bid is responsive on its face, that Ceco is a subcontractor as defined by the Consolidated Procurement Code and Bid Form, and that PRT's determination that Stenstrom was a responsible bidder was not clearly erroneous, arbitrary, capricious, or contrary to law.

For the foregoing reasons Protest denied.

  
John St. C. White  
Chief Procurement Officer for Construction

13 Oct 08  
Date

Columbia, South Carolina

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<sup>6</sup> Though the issue was not raised by Brantley, at the hearing, Stenstrom argued that Ceco's was a licensed contractor. Mr. Robert M. Stenstrom, Stenstrom's president, testified that Stenstrom received a copy of Ceco's bid one or two days prior to the bid opening and that after receiving Ceco's bid, he asked Ceco for its contractor's license number which Ceco provided. Mr. Stenstrom testified that he noted the license number on Ceco's bid. [See Exhibit 3, page 10] This license is a license held by Robertson Ceco II Corp. Based on the information submitted by Brantley in Exhibit 1, Robertson Ceco II Corp., is a divisions of Ceco Building Systems located in Rocky Mount, North Carolina. Robertson Ceco's license classification is General Contractor Building unlimited Group 5 (BD5). However, Ceco does not need a contractor's license to erect this building for Stenstrom. Stenstrom also possesses a BD5 license. Since Stenstrom's license permits it to self perform the pre-engineered building work, it also permits Stenstrom to subcontract that work to an unlicensed subcontractor. See *S.C. Code Ann. § 40-11-270(C)*.

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

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

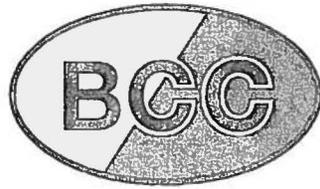
(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the 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: [www.procurementlaw.sc.gov](http://www.procurementlaw.sc.gov)

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

**FILING FEE:** Pursuant to Proviso 83.1 of the 2008 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(4). . . . 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 hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

**LEGAL REPRESENTATION:** In order to prosecute an appeal before the Panel, a business must retain 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).



Brantley  
Construction  
Company, LLC

September 15, 2008

Chief Procurement Officer  
Office of State Engineer  
1201 Main Street, Suite 600  
Columbia, SC 29201

Attn: John White, PE

Re: South Carolina Department of Parks, Recreation & Tourism Bid  
For Charles Towne Landing Redevelopment – Support Facility Rebid  
State Number: P28-9632-PG-S1

Dear Mr. White:

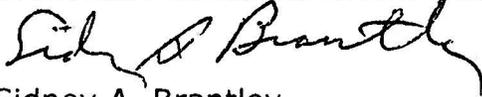
Brantley Construction Company respectfully protests the award to Stenstrom & Associates based on procurement code 11-35-3020 (2)(b)(i) "... A bidder in response to an invitation for bids shall set forth in his bid the name of only those subcontractors to perform the work as identified in the invitation for bids. ..." and procurement code 11-35-310 (30) "Subcontractor" means any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with a governmental body" and procurement code 40-11-20 (22) "Subcontractor" means an entity who contracts to perform construction services for a prime contractor or another subcontractor." Stenstrom and Associates listed Ceco Building Systems as the subcontractor for Pre-engineered Metal Building. They are not a subcontractor. Ceco Building Systems is a manufacturer. The SE-330 Bid form, used in this bid, states "LISTING OF PROPOSED SUBCONTRACTORS 1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not to be listed." Listing the supplier is outside of the intent of the code to protect the subcontractors from bid shopping. Therefore, Stenstrom is a non-responsible bidder and their bid should be rejected.

8300 Dorchester Road • Charleston, S.C. 29418 • (843) 552-0150 • Fax (843) 552-9072  
brantley@brantleyconstruction.com

Brantley Construction Company, LLC is a trade name of Brantley Construction Services, LLC

Brantley Construction listed ourselves and Star on our bid form. We listed ourselves as allowed by procurement. We also listed Star, as we are the Star Metal Building dealer in the Charleston area and listing this information we were informing the owner we would be performing this part of the contract. Therefore, we should be awarded this project as we are the next responsive and responsible bidder.

Sincerely,  
BRANTLEY CONSTRUCTION COMPANY, LLC

A handwritten signature in black ink, appearing to read "Sidney A. Brantley". The signature is written in a cursive style with a large initial "S".

Sidney A. Brantley  
President

Cc Scott Langford, PE – Assistant Chief Engineer  
Jay White, AIA – Liollo Architecture

**White, John**

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**From:** Scott Langford [slangford@scprt.com]  
**Sent:** Monday, September 15, 2008 3:14 PM  
**To:** White, John  
**Cc:** Gerald, Phil; David Simms  
**Subject:** RE: Charles Towne Landing Redevelopment - Support Facility  
**Importance:** High

Phil and John,

During PRT's investigation to determine responsiveness, PRT checked licenses via the LLR website and found that CECO has a general license in SC with a classification of BD5. The license number is G11173. At the end of this email is a copy of the information we obtained from the LLR website. Based on this information, PRT believes the subcontractor is properly licensed for this work.

If during your investigation the subcontractor is found not to be properly licensed, I believe it is important to know that the GC, Stenstrom G16107, also has a BD5 license which PRT believes covers the work. Section 11-40-270 (C) states that the GC can use an unlicensed person if he is licensed in that area and takes responsibility for the work.

“**SECTION 40-11-270.** Licensee confined to limitations of license group; licenses in more than one classification; use of unlicensed subcontractors.

(C) Licensees may utilize the services of unlicensed subcontractors to perform work within the limitations of the licensee's license group and license classification or subclassification; provided, the licensee provides supervision. The licensee is fully responsible for any violations of this chapter resulting from the actions of unlicensed subcontractors performing work for the licensee. “

PRT believes the subcontractor is properly licensed, but either way, PRT believes the bid is responsive. I hope this information helps you in your evaluation. If you have any questions, please feel free to contact me.

Take care,

**Scott A. Langford, P.E.**  
Assistant Chief Engineer

SCPRT  
1205 Pendleton Street  
Columbia, SC 29201

803-734-0188 Phone  
803-734-1042 Fax  
<http://scprtconstructionbids.com>

LLR License info as per LLR website:

**ROBERTSON CECO CORP**  
100 RED IRON RD  
ROCKY MOUNT, NC 27801

10/8/2008

(617) 424-5500

License number: 11173  
License type: GENERAL CONTRACTOR  
Status: ACTIVE IN RENEWAL  
Expiration: 10/31/2008  
First Issuance Date: 01/01/1992  
Classification: BD5

**Supervises**

**DAVID MCDANIEL - (CQG)**

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**From:** Christina McAlhaney [mailto:CMcAlhaney@BrantleyConstruction.com]  
**Sent:** Monday, September 15, 2008 1:32 PM  
**To:** JWhite@mmo.sc.gov  
**Cc:** jwhite@liollio.com; Scott Langford  
**Subject:** Charles Towne Landing Redevelopment - Support Facility

Gentleman,

Please find attached letter regarding protest of award for the Charles Towne Landing Redevelopment – Support Facility.

Sincerely,  
Christina McAlhaney, CIT, LEED AP



Estimating  
Brantley Construction Company, LLC  
8300 Dorchester Road  
Charleston, SC 29418  
p. 843-552-0150 f. 843-552-9072  
[cmcalhaney@brantleyconstruction.com](mailto:cmcalhaney@brantleyconstruction.com)

Brantley Construction Company, LLC is a trade  
name of Brantley Construction Services, LLC

10/8/2008



# SE-330 Bid Form

2008 Edition

*Bids shall be submitted only on SE-330*

BID SUBMITTED BY: Stenstrom & Associates, Inc.

(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Parks Recreation and Tourism

(Agency Name)

FOR PROJECT: P28-9632-PG-S1 Charles Towne Landing Redevelopment - Support Facility

(Number)

(Name)

## OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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 in the form 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, BIDDER has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

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

(BIDDER check one)

3. BIDDER, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. BIDDER acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1) September 3, 2008, 2) September 4, 2008

5. BIDDER accepts all terms and conditions of the *Invitation for Construction 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. BIDDER understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by AGENCY and agreed to by BIDDER.

6. BIDDER herewith submits its offer 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 (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):**

New support facility at Charles Towne Landing. Approximately 3,488 sf (conditioned) and 3,895 sf (unconditioned) pre-engineered metal building.

\$780,000.00

(enter BASE BID in figures only)

, which sum is hereafter called the **BASE BID No. 1.**

# SE-330 - Bid Form

2008 Edition

**6.2 ALTERNATE BASE BIDS** (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	_____	_____
	_____	_____
	_____	_____
BASE BID NO. 3	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

**6.3 UNIT PRICE WORK**

**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**.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
1	Earth excavation by machine	_____	Cubic Yard	\$ 17.00	\$ 10.00
2	Earth excavation by hand	_____	Cubic Yard	\$ 98.00	\$ 70.00
3	Unsuitable soil excavation including offsite disposal	_____	Cubic Yard	\$ 38.00	\$ 25.00
4	Backfill using approved offsite borrow by machine	_____	Cubic Yard	\$ 20.00	\$ 12.00
5	Backfill using approved offsite borrow by hand	_____	Cubic Yard	\$ 120.00	\$ 80.00
6	Structural fill using approved offsite borrow by machine	_____	Cubic Yard	\$ 20.00	\$ 12.00
7	Structural fill using approved offsite borrow by hand	_____	Cubic Yard	\$ 120.00	\$ 80.00
8	Concrete pads 6-inches thick	_____	Cubic Yard	\$ 310.00	\$ 225.00
9	Seeding	_____	Square Yard	\$ 1.00	\$ 0.50
10	Topsoil in place	_____	Cubic Yard	\$ 44.00	\$ 25.00

# SE-330 Bid Form

2008 Edition

## LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for a Bid Alternate may be used for all work, including the Base Bid work, if the Bid Alternate is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (FOR INFORMATION)
<b><u>BASE BID 1</u></b>		
Pre-Engineered Bldg	CECO	
Mechanical	Aero Services	M2016
Electrical	All Phase	M104283
Plumbing	Aero Services	M2016
Fire Alarm	NA	
Concrete	Stenstrom	G16107
<b><u>BASE BID 2</u></b>		
<b><u>BASE BID 3</u></b>		

# SE-330 Bid Form

2008 Edition

## TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The BIDDER shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (<sup>270</sup>) CALENDAR DAYS from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (<sup>45</sup>) CALENDAR DAYS from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

## LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

- 1 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
- 2 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
- 3 The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

## AGREEMENTS

By submitting this Bid, BIDDER hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the BIDDER to indicate a price for a **BID ALTERNATE** shall render the Bid non-responsive. A **BID ALTERNATE** shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. BIDDER must indicate whether the amount of the **BID ALTERNATE** is an "ADD" to or a "DEDUCT" from the amount of the Base Bid. The Bid may be determined non-responsive for failure of the BIDDER to indicate the appropriate "ADD" or "DEDUCT" for each **BID ALTERNATE**, unless the adjustment is obvious to the Agency.
3. If any **BID ALTERNATES** should be accepted by the **AGENCY**, they shall be incorporated into the executed Contract. **BID ALTERNATES** may be accepted in any combination or order, at the sole discretion of the **AGENCY**.
4. The BIDDER shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No BIDDER whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
5. The failure of the BIDDER to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
6. Unless otherwise provided in the Bidding Documents, BIDDER will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.

# SE-330 Bid Form

2008 Edition

7. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
8. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.
9. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
10. 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.

### 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 Form SE-335 included in the Bidding Documents.

\_\_\_\_\_  
(Electronic Bid Bond Number)

\_\_\_\_\_  
(Signature and Title)

### BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-0893350

OR

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BD5

(Classification)

N/A

(Subclassification)

None

(Limitations)

G - 16107

(SC Contractor's License Number)

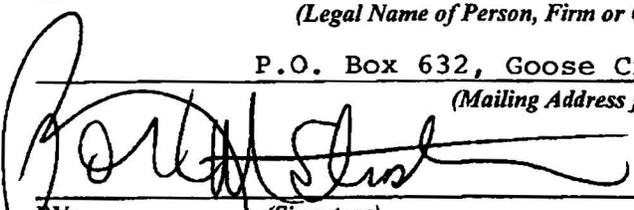
### SIGNATURE

Stenstrom & Associates, Inc.

(Legal Name of Person, Firm or Corporation Submitting Bid)

P.O. Box 632, Goose Creek, SC 29445

(Mailing Address for the above)

BY: 

(Signature)

September 10, 2008

(Date)

Project Manager

(Title)

(843) 824-8684

(Phone)



# SE-335 Bid Bond

**KNOW ALL PERSONS BY THESE PRESENTS THAT**

Stenstrom & Associates, Inc., Post Office Box 632, Goose Creek, SC 29445  
*(Insert full name and address or legal title of Bidder)*

hereinafter referred to as "Principal," and

The Guarantee Company of North America USA, 2879 Highway 160 West #4307, Fort Mill, SC 29708-4307  
*(Insert full name and address of principal place of business of Surety)*

a corporation duly organized and existing under the laws of the State of Michigan, with its principal office in the City of Southfield, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

SC Dept of Parks and Recreation, 1205 Pendleton Street, Suite 237, Columbia, SC 29201

*(Insert full name of Agency)*

hereinafter referred to as "Obligee", the sum of Five percent of base bid\*\*\*, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

P28-9632-PG-S1, Charlestowne Landing Redevelopment Support Facility

*(Insert the State Project Number & Name as found on the SE-330, Bid Form)*

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. 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 Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

DATED this 10th day of September, 2008 BOND NUMBER N/A

**PRINCIPAL**

Stenstrom & Associates, Inc.

BY: [Signature]  
*(Principal's Name)*  
[Signature]  
*(Signature and Title)*  
Raymond E. Cobb, Jr., President

ATTEST: [Signature]  
*(Signature and Title)*  
Brooke Segars, Witness

**SURETY**

The Guarantee Company of North America USA

BY: [Signature]  
*(Surety's Name)*  
[Signature]  
*(Signature and Title) (Attach Power of Attorney)*  
Raymond E. Cobb, Jr., Attorney-in-Fact

ATTEST: [Signature]  
*(Signature and Title)*  
Ashlea Moore, Witness



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
 Southfield, Michigan  
**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**M. Kathryn McCartha-Powers, C. Wayne McCartha, Raymond E. Cobb, Jr.  
 McCartha, Cobb & Associates, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21<sup>st</sup> day of February, 2007.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**State of Michigan  
 County of Oakland**

*Stephen Dullard*

**Stephen Dullard, Vice President**

On this 21<sup>st</sup> day of February, 2007 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

*Cynthia A. Takai*  
**Notary Public, State of Michigan  
 County of Oakland**

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*My Commission Expires February 27, 2012  
 Acting in Oakland County*

*Cynthia A. Takai*



I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10<sup>th</sup> day of September 20 08



*Randall Musselman*

**Randall Musselman, Secretary**



# SE-330 Bid Form

2008 Edition

*Bids shall be submitted only on SE-330*

**BID SUBMITTED BY:** Brantley Construction Company, LLC  
(Bidder's Name)

**BID SUBMITTED TO:** South Carolina Department of Parks Recreation and Tourism  
(Agency Name)

**FOR PROJECT:** P28-9632-PG-S1 Charles Towne Landing Redevelopment - Support Facility  
(Number) (Name)

## OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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** in the form 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

Bid Bond with Power of Attorney     Electronic Bid Bond     Cashier's Check  
(**BIDDER check one**)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1 - 9/3/08, 2 - 9/4/08

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction 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**. **BIDDER** understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by **AGENCY** and agreed to by **BIDDER**.

6. **BIDDER** herewith submits its offer 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 (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):**

New support facility at Charles Towne Landing. Approximately 3,488 sf (conditioned) and 3,895 sf (unconditioned) pre-engineered metal building.

\$ 796,800, which sum is hereafter called the **BASE BID No. 1**.  
(enter BASE BID in figures only)

# SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

	DESCRIPTION	AMOUNT
BASE BID NO. 2	N/A	
BASE BID NO. 3	N/A	

6.3 UNIT PRICE WORK

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.

No.	ITEM	Base Bid		Unit of Measure	ADD	DEDUCT
		Qty.	Unit Price			
1	Earth excavation by machine	89.00	89.00	Cubic Yard	15.00	2.50
2	Earth excavation by hand	N/A		Cubic Yard	90.00	22.50
3	Unsuitable soil excavation including offsite disposal	N/A		Cubic Yard	35.00	4.00
4	Backfill using approved offsite borrow by machine	23		Cubic Yard	23.00	10.00
5	Backfill using approved offsite borrow by hand	N/A		Cubic Yard	111.00	30.00
6	Structural fill using approved offsite borrow by machine	N/A		Cubic Yard	23.00	10.00
7	Structural fill using approved offsite borrow by hand	N/A		Cubic Yard	111.00	30.00
8	Concrete pads 6-inches thick	182		Cubic Yard	357.00	155.00
9	Seeding	500		Square Yard	.90	.35
10	Topsoil in place	N/A		Cubic Yard	41.00	8.00

# SE-330 Bid Form

2008 Edition

## LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for a Bid Alternate may be used for all work, including the Base Bid work, if the Bid Alternate is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (FOR INFORMATION)
	<u>BASE BID 1</u>	
Pre-Engineered Bldg	Brantley / Star	111944
Mechanical	Heating + Cooling Solutions	109124
Electrical	RCMP	98284
Plumbing	Brittingham	106233
Fire Alarm	N/A	N/A
Concrete	Brantley Construction	111944
	<u>BASE BID 2</u>	
	N/A	
	<u>BASE BID 3</u>	
	N/A	

# SE-330 Bid Form

2008 Edition

## TIME OF CONTRACT PERFORMANCE

**BIDDER** hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be ( <sup>270</sup> ) CALENDAR DAYS from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be ( <sup>45</sup> ) CALENDAR DAYS from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

## LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

## AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for a **BID ALTERNATE** shall render the Bid non-responsive. A **BID ALTERNATE** shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. **BIDDER** must indicate whether the amount of the **BID ALTERNATE** is an "ADD" to or a "DEDUCT" from the amount of the Base Bid. The Bid may be determined non-responsive for failure of the **BIDDER** to indicate the appropriate "ADD" or "DEDUCT" for each **BID ALTERNATE**, unless the adjustment is obvious to the Agency.
3. If any **BID ALTERNATES** should be accepted by the **AGENCY**, they shall be incorporated into the executed Contract. **BID ALTERNATES** may be accepted in any combination or order, at the sole discretion of the **AGENCY**.
4. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
5. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
6. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.





# SE-335 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS THAT Brantley Construction Company, LLC

8300 Dorchester Road, Charleston, SC 29418  
*(Insert full name and address or legal title of Bidder)*

hereinafter referred to as "Principal," and Travelers Casualty and Surety Company of America

Construction Services, Travelers Bond & Financial Services, One Tower Square, Hartford, CT 06183-9062  
*(Insert full name and address of principal place of business of Surety)*

a corporation duly organized and existing under the laws of the State of CT, with its principal office in the City of Hartford, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

South Carolina Department of Parks, Recreation and Tourism  
*(Insert full name of Agency)*

hereinafter referred to as "Obligee", the sum of Five Percent of Amount Bid 5%, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

P28-9632-PG-S1 Charlestowne Landing Redevelopment - Support Facility  
*(Insert the State Project Number & Name as found on the SE-330, Bid Form)*

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. 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 Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

DATED this 10th day of September, 2008 BOND NUMBER Bid Bond

Brantley Construction Company, LLC is a trade name of Brantley Construction  
PRINCIPAL Services, LLC SURETY

Brantley Construction Company, LLC

*(Principal's Name)*

BY: *[Signature]*

*(Signature and Title)*

Gary D. Brantley, Vice President

ATTEST:

*(Signature and Title)*

Travelers Casualty and Surety Company of America

*(Surety's Name)*

BY: *[Signature]*

*(Signature and Title) (Attach Power of Attorney)*

Duainette H. Cullum Attorney-in-Fact

ATTEST:

*[Signature]*  
*(Signature and Title)*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219803

Certificate No. 002484002

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Frank W. Hafner Jr., Wesley V. Dasher Jr., Robert J. Lavisky, Della B. Case, Duainette H. Cullum, Marian C. Newman, Janice M. Large, Adrian C. Burchett, and Lori L. Jacobs

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of April, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

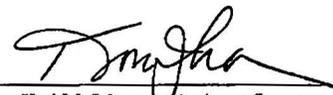
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

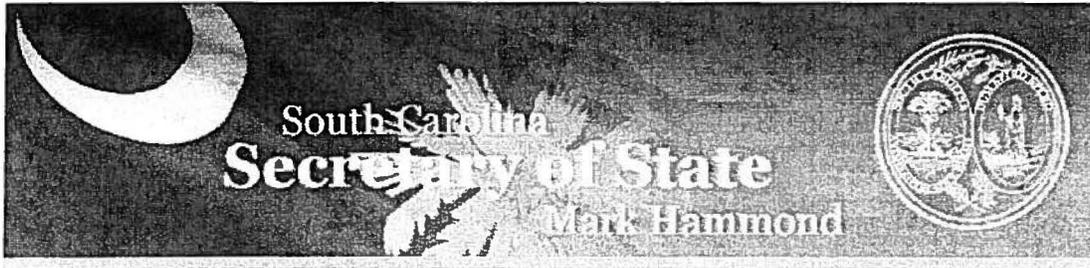
I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10<sup>th</sup> day of September, 2008

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**ROBERTSON-CECO CORPORATION**

*Note: This online database was last updated on 10/1/2008 6:03:53 PM.  
See our Disclaimer.*

**DOMESTIC / FOREIGN:** Foreign  
**STATUS:** Good Standing  
**STATE OF INCORPORATION / ORGANIZATION:** DELAWARE Profit

**REGISTERED AGENT INFORMATION**

**REGISTERED AGENT NAME:** C T CORP SYSTEM  
**ADDRESS:** 75 BEATTIE PLACE TWO SHELTER CENTRE GRNVL S C  
**CITY:**  
**STATE:**  
**ZIP:**  
**SECOND ADDRESS:**

**FILE DATE:** 01/30/1986  
**EFFECTIVE DATE:** 12/01/1986  
**DISOLVED DATE:** //

**Corporation History Records**

CODE	FILE DATE	COMMENT	Document
Amendment	12/10/1990	NM CH FR THE CECO CORPORATION	Film
Merger	09/09/1987	SUR MER W/CECO CONSTRUCTION CO NQ	Film
Amendment	07/28/1987	CH FR CORE COMPANY	Film
Authority	12/01/1986	AUTHORITY	Film

**Disclaimer:** The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

South Carolina Secretary of State: Search Business Filings

Physical Address // Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201  
Postal Address // P.O. Box 11350 Columbia, SC 29211



**ROBERTSON-CECO II CORPORATION**

*Note: This online database was last updated on 10/1/2008 6:03:53 PM.  
See our Disclaimer.*

**DOMESTIC / FOREIGN:** Foreign  
**STATUS:** Good Standing  
**STATE OF INCORPORATION / ORGANIZATION:** DELAWARE Profit

**REGISTERED AGENT INFORMATION**

**REGISTERED AGENT NAME:** NATIONAL REGISTERED AGENTS INC  
**ADDRESS:** 2 OFFICE PARK COURT  
**CITY:** COLUMBIA  
**STATE:** SC  
**ZIP:** 29223  
**SECOND ADDRESS:** STE 103  
**FILE DATE:** 08/14/2006  
**EFFECTIVE DATE:** 08/14/2006  
**DISOLVED DATE:** //

**Corporation History Records**

CODE	FILE DATE	COMMENT	Document
Authority	08/14/2006	AUTHORITY	

**Disclaimer:** The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Professional Licensing Boards | Board Member Lookup

[Main Menu](#) : **Commercial Contractors** Note: All fields are not required for searching

**Last Name:** \_\_\_\_\_ **First name:** \_\_\_\_\_  
**License number:** \_\_\_\_\_ **City:** \_\_\_\_\_  
**Company name:** CECO  
**Classification:** All Find

Your search returned: 3 record(s).

- CLICK ON THE LICENSE# BELOW TO DISPLAY VERIFICATION INFORMATION FOR THAT RECORD.
- PLEASE SCROLL DOWN FOR "STATUS" CLARIFICATIONS.
- A GENERAL CONTRACTOR AND A MECHANICAL CONTRACTOR MAY HAVE THE SAME LICENSE NUMBER; HOWEVER, THEY ARE IN NO WAY CONNECTED WITH ONE ANOTHER.

License#	Status	Type	Last	First	Suffix	Business	City	State
<a href="#">98668</a>	Active	GENERAL CONTRACTOR				CECO CONCRETE CONSTRUCTION LLC	KANSAS CITY	MO
<a href="#">111828</a>	Active	GENERAL CONTRACTOR				CECO PIPELINE SVCS COMPANY INC	HOUSTON	TX
<a href="#">11321</a>	Active	GENERAL CONTRACTOR				CECON CONSTR INC	SPARTANBURG	SC

**Search Tip:**

- IF YOUR SEARCH RETURNED 0 RECORDS, YOU MAY WANT TO TRY SEARCHING UNDER "RESIDENTIAL BUILDERS" LICENSING BOARD.
- When searching for a specific licensee, search either the COMPANY NAME or the INDIVIDUALS NAME; you CANNOT search both together. Enter just a few letters to do a multiple search listing if you don't know the exact way a person or company is licensed.
- When SEARCHING by license number, ENTER NUMBERS ONLY. do not enter G or M.
- Do not use any punctuation marks when searching a "Company name"
- IF YOU ARE AN APPLICANT CHECKING THE STATUS OF YOUR APPLICATION AND THE SEARCH RETURNS "0 RECORDS", CHECK HERE FIRST TO SEE IF YOUR APPLICATION IS PENDING BEFORE CONTACTING THE LICENSING BOARD: [PENDING APPLICATION CHECK](#). IF YOU ARE SHOWN TO BE PENDING, YOUR APPLICATION HAS BEEN RECEIVED AND IS BEING PROCESSED. YOU WILL BE CONTACTED BY MAIL OR FAX IF ITEMS ARE MISSING OR INCOMPLETE.

**Status Clarification:**

- ACTIVE: Licensee is current and properly licensed to work and pull permits in the state of SC.
- APPROVED: Applicant/Licensee is in final stages of becoming ACTIVE.
- PENDING: before accepting any jobs FROM THIS ENTITY, you must first contact this board at (803) 896-4686 to see if the contractor is within a 90-day grace period and can still work; otherwise, they can only do work that is unregulated UNTIL THEY BECOME "ACTIVE": [CLB Unregulated and Exempt.pdf](#)
- INACTIVE: Contractor cannot bid, pull permits, or do any regulated contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here: [CLB Unregulated and Exempt.pdf](#)
- LAPSED: This license is lapsed/cancelled; the contractor cannot bid, pull permits, or do any regulated

## Contractors

contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here:  
[CLB Unregulated and Exempt.pdf](#)

- **SUSPENDED:** The license has been suspended by the board until further notice. No work or permits can be pulled during this time.

### **Questions / Contact Information**

Tracy Gunter , General Contractors  
Rhonda Jackson , Mechanical Contractors  
PO Box 11329  
Columbia, S.C. 29211  
Telephone: 803-896-4686

South Carolina Department of Labor, Licensing & Regulation

Professional Licensing Boards | Board Member Lookup

[Main Menu](#) : **Commercial Contractors** Note: All fields are not required for searching

**Last Name:** \_\_\_\_\_ **First name:** \_\_\_\_\_  
**License number:** \_\_\_\_\_ **City:** \_\_\_\_\_  
**Company name:** robertson  
**Classification:** All Find

Your search returned: 8 record(s).

- CLICK ON THE LICENSE# BELOW TO DISPLAY VERIFICATION INFORMATION FOR THAT RECORD.
- PLEASE SCROLL DOWN FOR "STATUS" CLARIFICATIONS.
- A GENERAL CONTRACTOR AND A MECHANICAL CONTRACTOR MAY HAVE THE SAME LICENSE NUMBER; HOWEVER, THEY ARE IN NO WAY CONNECTED WITH ONE ANOTHER.

License#	Status	Type	Last	First	Suffix	Business	City	State
<a href="#">11173</a>	Active	GENERAL CONTRACTOR				ROBERTSON - CECO II CORP	ROCKY MOUNT	NC
<a href="#">1438</a>	Lapsed	MECHANICAL CONTRACTOR				ROBERTSON AIRTECH INC	CHARLOTTE	NC
<a href="#">104535</a>	Active	MECHANICAL CONTRACTOR				ROBERTSON AIRTECH INTERNATIONAL INC	CHARLOTTE	NC
<a href="#">103680</a>	Active	GENERAL CONTRACTOR				ROBERTSON CONSTR MANAGEMENT INC	SPARTANBURG	SC
<a href="#">1029</a>	Active	MECHANICAL CONTRACTOR				ROBERTSON CONTROLS INC	SHELBY	NC
<a href="#">111626</a>	Active	GENERAL CONTRACTOR				ROBERTSON GRADING INC	EVANS	GA
<a href="#">3949</a>	Active	MECHANICAL CONTRACTOR				ROBERTSON HEATING & AC INC	LANCASTER	SC
<a href="#">105837</a>	Lapsed	MECHANICAL CONTRACTOR				ROBERTSON P & E INC	NITRO	WV

**Search Tip:**

- IF YOUR SEARCH RETURNED 0 RECORDS, YOU MAY WANT TO TRY SEARCHING UNDER "RESIDENTIAL BUILDERS" LICENSING BOARD.
- When searching for a specific licensee, search either the COMPANY NAME or the INDIVIDUALS NAME; you CANNOT search both together. Enter just a few letters to do a multiple search listing if you don't know the exact way a person or company is licensed.
- When SEARCHING by license number, ENTER NUMBERS ONLY. do not enter G or M.
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6

## Contractors

### Status Clarification:

- ACTIVE: Licensee is current and properly licensed to work and pull permits in the state of SC.
- APPROVED: Applicant/Licensee is in final stages of becoming ACTIVE.
- PENDING: before accepting any jobs FROM THIS ENTITY, you must first contact this board at (803) 896-4686 to see if the contractor is within a 90-day grace period and can still work; otherwise, they can only do work that is unregulated UNTIL THEY BECOME "ACTIVE": [CLB Unregulated and Exempt.pdf](#)
- INACTIVE: Contractor cannot bid, pull permits, or do any regulated contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here: [CLB Unregulated and Exempt.pdf](#)
- LAPSED: This license is lapsed/cancelled; the contractor cannot bid, pull permits, or do any regulated contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here: [CLB Unregulated and Exempt.pdf](#)
- SUSPENDED: The license has been suspended by the board until further notice. No work or permits can be pulled during this time.

### Questions / Contact Information

[Tracy Gunter](#) , General Contractors  
[Rhonda Jackson](#) , Mechanical Contractors  
PO Box 11329  
Columbia, S.C. 29211  
Telephone: 803-896-4686

[South Carolina Department of Labor, Licensing & Regulation](#)

Contractors

**ROBERTSON - CECO II CORP**  
100 RED IRON RD  
ROCKY MOUNT, NC 27801  
(617) 424-5500

**License number:** 11173  
**License type:** GENERAL CONTRACTOR  
**Status:** ACTIVE  
**Expiration:** 10/31/2008  
**First Issuance Date:** 01/01/1992  
**Classification:** BD5

**Supervises**  
**DAVID MCDANIEL - (COG)**

[Click here for classifications key](#)

Contractors

**DAVID MCDANIEL**

**Qualifier Type:** GENERAL Qualifying Party  
**Status:** ACTIVE  
**Classification:** BD5

**Supervised By**  
**ROBERTSON - CECO II CORP (GENERAL)**

[Click here for classifications key](#)

Contractors

**CURRENT CLASSIFICATION ABBREVIATIONS & FINANCIAL PROJECT LIMITATIONS**

**GENERAL CONTRACTORS**

Building	BD
Highway	HY (AP, CP, BR, GD, & HI)*
Asphalt Paving	AP
Concrete Paving	CP
Bridges	BR
Glass & Glazing	GG
Grading	GD
Highway Incidental	HI
Public Utility Electrical	1U or 2U**
Pipelines	PL
Water & Sewer Lines	WL
Water & Sewer Plants	WP
Boiler Installation	BL
Concrete	CT
Boring & Tunneling	BT
Marine	MR
Masonry	MS
Pre-engineered Metal Buildings	MB
Interior Renovation	IR
Railroad	RR
Specialty Roofing	SR
General Roofing	GR
Structural Framing	SF
Structural Shapes	SS
Swimming Pools	SP
Wood Frame Structures	WF

**MECHANICAL CONTRACTORS**

Air Conditioning	AC
Electrical	EL
Heating	HT
Lightning Protection	LP
Packaged Equipment	PK
Plumbing	PB
Process Piping	1P or 2P***
Refrigeration	RG

\* The Highway classification "HY" is given to licensees who have passed all of the following exams: AP, CP, BR, GD & HI.

\*\* 1U is the Public Utility Electrical classification for those licensed prior to 4/1/99; licenses issued after 4/1/99 will be given the classification as 2U and may not engage in stadium lighting.

\*\*\* Process Piping is designated as 1P prior to 4/1/99. Those licensed in Process Piping after 4/1/99 is designated as 2P and may not engage in boiler work.

**FINANCIAL GROUP LIMITATION PER PROJECT**

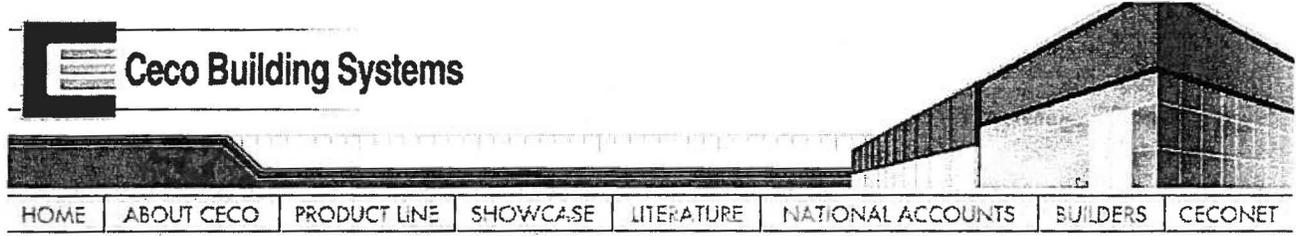
**GENERAL CONTRACTORS**

Group 1	\$5,000 to \$ 30,000
Group 2	to \$100,000
Group 3	to \$350,000
Group 4	to \$750,000
Group 5	to Unlimited

**MECHANICAL CONTRACTORS**

Group 1	\$5,000 to \$ 17,500
Group 2	to \$ 30,000
Group 3	to \$ 50,000
Group 4	to \$125,000
Group 5	to Unlimited

REVISED 5/24/01



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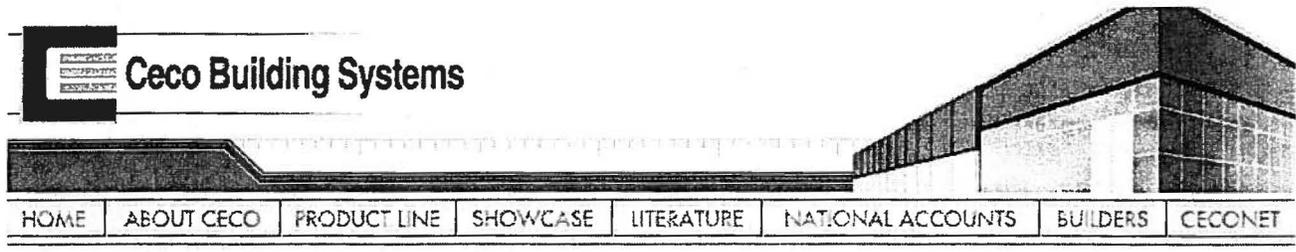
### Search Results

District Sales Manager(s):  
**MIKE BOYKIN**- CHARLOTTE, NC  
**ROBERT RICKS**- FLORENCE, SC

- Builders:
- ASCENT CONSTRUCTION COMPANY INC** - MURRELLS INLET, SC
  - C & L CONSTRUCTION INC** - HEMINGWAY, SC
  - CANNON ASSOCIATES INC** - NEWBERRY, SC
  - EASTERN TECHNOLOGIES INC** - SUMMERVILLE, SC
  - HUNT CONSTRUCTION** - CHERAW, SC
  - HUSKEY CONSTRUCTION CO** - GREENVILLE, SC
  - KINGSMORE CONSTRUCTION INC** - UNION, SC
  - LARRY E STONE CONST CO** - ANDERSON, SC
  - METAL BUILDERS OF FLORENCE** - FLORENCE, SC
  - PATTERSON CONSTRUCTION** - BEAUFORT, SC
  - PRICE CONSTRUCTION INC** - CHESNEE, SC
  - R D BROWN CONTRACTORS** - NORTH AUGUSTA, SC
  - R L POWELL CONSTRUCTION CO** - JOHNSONVILLE, SC
  - S&C CONSTRUCTION** - SAINT MATTHEWS, SC
  - SILVER CREEK CONSTRUCTION INC** - LONGS, SC
  - SOSSAMON CONSTRUCTION COMPANY** - GAFFNEY, SC
  - STRUCTIONEERS INC** - COLUMBIA, SC
  - THE CORNERSTONE COMPANY OF CHARLESTON** - MOUNT PLEASANT, SC
  - W J D GENERAL CONTRACTOR LLC** - MYRTLE BEACH, SC

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### Search Results

**District Sales Manager(s):**

- RAY BATTS**- PINETOPS, NC
- MIKE BOYKIN**- CHARLOTTE, NC
- RANDY GARDNER**- LYNCHBURG, VA
- ROBERT RICKS**- FLORENCE, SC

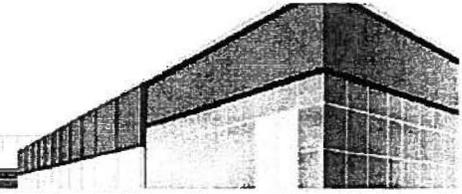
**Builders:**

- A L MILLER CONSTRUCTION INC** - LEXINGTON, NC
- A&A BUILDING SYSTEMS INC** - GREENSBORO, NC
- ABCO INC** - WILSON, NC
- ARC DESIGN BUILDERS** - FAYETTEVILLE, NC
- ASHEVILLE MAINTENANCE & CONSTRUCTION INC** - ARDEN, NC
- ATLANTIC COAST CONTRACTORS OF MEBANE INC** - MEBANE, NC
- ATLANTIC CONSTRUCTION INC** - JACKSONVILLE, NC
- BAR CONST CO INC** - GREENSBORO, NC
- BARCO BUILDING SYSTEMS** - SNOW HILL, NC
- BARTON DEVELOPMENT GROUP** - RALEIGH, NC
- BAXTER CONSTRUCTION** - TABOR CITY, NC
- BENNETT & BENNETT BUILDERS LLC** - WARRENTON, NC
- BILL WORLEY & SONS GEN CONTR INC** - CHADBOURN, NC
- BKS ENTERPRISES CORP** - MANTEO, NC
- BOBBY DENNING INC** - MOUNT OLIVE, NC
- BORDEAUX CONSTRUCTION COMPANY INC** - DURHAM, NC
- BRAWLEY CONSTRUCTION COMPANY** - MOORESVILLE, NC
- BUILT RIGHT LLC** - CHOCOWINITY, NC
- C M BLACK CONSTRUCTION** - CONCORD, NC
- C.R. BARNES & SON CONSTRUCTION INC** - PINEHURST, NC
- CANTER CONSTRUCTION CO** - WILKESBORO, NC
- CAROLINA BUILDING SALISBURY** - SALISBURY, NC
- CAROLINA BUILDING SYSTEMS** - SMITHFIELD, NC
- CARPENTER CONSTRUCTION COMPANY INC** - OAKBORO, NC
- CBA INC** - CHARLOTTE, NC
- CENTERPOINTE CONSTRUCTION & DEVELOPMENT CORP** - GARNER, NC
- CENTRAL BUILDERS INC OF MEBANE** - HAW RIVER, NC
- CERTIFIED CONSTRUCTION SERVICES INC** - LUMBERTON, NC
- CH & SONS CONSTRUCTION INC** - GASTONIA, NC
- CLARK & HARRIS CONST** - LAURINBURG, NC
- CMBT INC** - CHARLOTTE, NC
- COGUN INC** - CHARLOTTE, NC
- CONTRACTORS UNLIMITED** - OXFORD, NC
- CUMMINGS CONSTRUCTION CO** - MATTHEWS, NC
- CUSTOM BUILDINGS COMPANY INC** - GREENVILLE, NC
- DEVIN CONSTRUCTION INC** - RALEIGH, NC
- DEWEY SHAW GEN CONTRACTOR** - ELIZABETHTOWN, NC
- DICKERSON BUILDERS INC** - BUNN, NC
- E D PARKER CORPORATION** - BENSON, NC
- FAYETTEVILLE STEEL ERECT AND METAL BLDGS INC** - FAYETTEVILLE, NC
- FIRST LIGHT INC** - WILMINGTON, NC
- HEATON CONSTRUCTION INC** - ROANOKE RAPIDS, NC
- IEM INC INDUSTRIAL CONTR** - MARION, NC
- J G CORAM COMPANY, INC** - MOUNT AIRY, NC
- J W WILSON CO INC** - DENVER, NC
- JK HOGAN INC OF NC** - CORNELIUS, NC
- LAIL BUILDERS INC** - HICKORY, NC
- LECHASE CONSTRUCTION SERVICES LLC** - DURHAM, NC
- M&M BUILDERS INC** - HIGH POINT, NC
- MCCORKLE CONSTRUCTION COMPANY, INC.** - MONROE, NC

## Search Results

**METCON, INC** - PEMBROKE, NC  
**NEW SOUTH CONSTRUCTION** - CARTHAGE, NC  
**P S WEST CONSTRUCTION COMPANY** - STATESVILLE, NC  
**PAGE CONSTRUCTION COMPANY** - KERNERSVILLE, NC  
**PETERSON BUILDERS INC** - SWANSBORO, NC  
**QUALITY CONST OF DANVILLE INC** - DANVILLE, VA  
**R N ROUSE & COMPANY** - GOLDSBORO, NC  
**R R MILLER CONSTRUCTION INC** - GREENVILLE, NC  
**RAYSAND BUILDING CORPORATION** - WILMINGTON, NC  
**REGIONAL CONS DESIGN INC** - PINEVILLE, NC  
**REVELLE BUILDERS INC** - MURFREESBORO, NC  
**ROBINSON WELDING SERVICE INC** - LIBERTY, NC  
**S E WYATT COMPANY** - CONCORD, NC  
**SANFORD METAL BUILDING CORPORATION** - SANFORD, NC  
**SHELCO INC** - WINSTON SALEM, NC  
**SMITHSON INC** - ROCKY MOUNT, NC  
**SOUTHERLAND ASSOCIATES INC** - CHARLOTTE, NC  
**SOUTHERN BUILDERS INC** - ROCKINGHAM, NC  
**STEEL BUILDINGS, INC** - CLINTON, NC  
**STEEL DYNAMICS INC** - RALEIGH, NC  
**T W HOWELL CONST CO** - WEST JEFFERSON, NC  
**TARHEEL BUILDING SYSTEMS** - NEW BERN, NC  
**UWHARRIE BUILDERS LLC** - TROY, NC  
**W L BISHOP CONSTRUCTION COMPANY** - HILLSBOROUGH, NC  
**W.R. BAREFOOT GENERAL CONTRACTOR** - COATS, NC  
**WILLIS GRADING & CONSTR** - SHELBY, NC  
**WINDSOR CONSTRUCTION** - CONCORD, NC  
**WS CONSTRUCTION** - PROVIDENCE, NC

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## About

### Ceco Building Systems

Division Head Office: Columbus, MS Manufacturing locations: 39 manufacturing facilities in 17 states including Arizona, California, Georgia, Illinois, Indiana, Iowa, Kentucky, Michigan, Mississippi, North Carolina, Nebraska, New York, Oklahoma, Tennessee, Texas, Utah, Virginia and one in Canada and one in Mexico

### Markets that our buildings serve:

Manufacturing, Distribution, Community, Religious, Recreational, Office, Retail, Mini-Warehouse, Educational

### Range (in sq. ft.) of manufactured buildings:

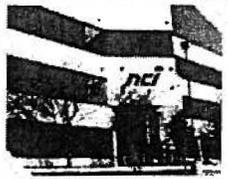
400 sq. ft. up to millions of sq. ft. Largest single building under one roof is in excess of 1 million sq. ft.



C.L. MITCHELL

**Historical Info:** World War II was still prominent in people's minds in 1947 when a young engineer named C. L. Mitchell founded Mitchell Engineering in Columbus. In 1950, Mitchell's staff included four people in the office, four in the shop and an erection crew of three. By 1951, Mitchell's staff was totally designing and fabricating all of its own buildings utilizing 4:12 slope Fink trusses and bowstring trusses, both typical of early metal buildings. In 1961, Mitchell made the decision to merge with the Ceco Corporation to give added financial strength to his growing enterprise.

In 1967, a manufacturing plant was constructed in Rocky Mount, NC, with another plant added in Mount Pleasant, IA, in 1972. Ceco's original 4,000 sq. ft. of space has grown to more than 700,000 sq. ft. of manufacturing space with an additional 45,000 sq. ft. of office space at three locations. The '60s were the growth years of the metal building industry, and Ceco was a leader in custom, uniform pricing, development of the low profile building and standing seam roof, and a pioneer in designing and estimating buildings with a computer. Since its inception in 1947, Ceco has engineered and manufactured more than 125,000 structures, the largest being a million-plus sq. ft. warehouse for one of the nation's leading department store chains.



### NCI ACQUISITION

In April 2006, Robertson-Ceco Corporation was sold to NCI Building Systems of Houston, Texas, making Ceco a member of the largest metal building and metal building components company in the nation. Ceco has been a member of the Metal Building Manufacturers Association since 1957, and is a member of the American Institute of Steel Construction, Factory Mutual, Underwriters Laboratories and the Southern Building Code Congress International.



### MOHAWK INDUSTRIES INC.

**Calhoun, GA**  
2 Buildings totaling 1.3 million sq. ft.  
Roof: Ceco standing seam roof

**Builder:**  
Fox and Brindle Construction  
Calhoun, GA



### VFW POST 1638

**Cape Girardeau, MO**  
Single Slope frame with Ceco standing seam roof

**Builder:**  
Centrend  
Cape Girardeau, MO

### ST. MARK THE EVANGELIST CATHOLIC CHURCH

**Birmingham, AL**  
1,092 seat church • 24,085 sq. ft.  
Ceco integrated steel structure with masonry.



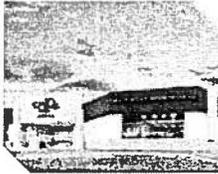
precast stone and oversized brick  
**Erector:** Shipman Construction  
Hueytown, AL  
**General Contractor:** Gary Wyatt Construction  
Birmingham, AL



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**SPICEWOOD ELEMENTARY SCHOOL**

**Marble Falls, TX**  
62,122 sq. ft. under one roof  
**Builder:**  
Kencon Constructors & Construction Managers Ltd.  
San Antonio, TX



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**OOPS ALLEY FAMILY ENTERTAINMENT**

**Pace, FL**  
39,000 sq. ft. Single Slope Frame  
Ceco CXP standing seam roof  
**Builder:**  
Leflin Construction Co.  
Pensacola, FL

---

**(800) 474-2326**

**[www.cecobuildings.com](http://www.cecobuildings.com)**



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**Star District Manager(s) in SC.**

District Manager (click name for details)	City	State
<b>PJ BOGENSBERGER</b>	SUMMERVILLE	SC
<b>T.K. PAGE</b>	FORT MILL	SC

**Authorized Star Builder(s) in SC.**

Company Name (click name for details)	City	State
<b>A B ROBERTS CONSTRUCTION CO INC</b>	ANDERSON	SC
<b>AMCO CONSTRUCTION CO INC</b>	ORANGEBURG	SC
<b>ATKINSON CONSTRUCTION COMPANY INC</b>	MARION	SC
<b>BAIDEN &amp; ASSOCIATES INC</b>	MYRTLE BEACH	SC
<b>BRANTLEY CONSTRUCTION COMPANY INC</b>	CHARLESTON	SC
<b>COASTAL CONTRACTORS INC</b>	BEAUFORT	SC
<b>COMMERCIAL &amp; INDUSTRIAL CONTRACTORS INC</b>	HARTSVILLE	SC
<b>CONSTRUCTIVE SERVICES INC</b>	FLORENCE	SC
<b>CRESCENT RIDGE CONSTRUCTION</b>	PIEDMONT	SC
<b>CROUCH CONSTRUCTION CO INC</b>	IRMO	SC
<b>DURHAM-GREENE INC</b>	EASLEY	SC
<b>GRAND SOUTH CONSTRUCTION</b>	MURRELLS INLET	SC
<b>HARBOR CONTRACTING LLC</b>	MOUNT PLEASANT	SC
<b>JOHN CREWS CONSTRUCTION</b>	WALTERBORO	SC
<b>MCON CONSTRUCTION CO INC</b>	RICHBURG	SC
<b>METAL BUILDERS INC</b>	SPARTANBURG	SC
<b>NEWTON CONSTRUCTION COMPANY INC</b>	LAKE CITY	SC
<b>NORTH AMERICAN CONSTRUCTION CO INC</b>	QUINBY	SC
<b>OMNI CONSTRUCTION INC</b>	GREENVILLE	SC
<b>PARR &amp; ASSOCIATES LLC</b>	GEORGETOWN	SC
<b>SHERMAN CONSTRUCTION COMPANY INC</b>	GREENVILLE	SC
<b>SOUTHEASTERN CONSTRUCTION &amp; DESIGN</b>	ROCK HILL	SC
<b>TUPCO INC.</b>	SUMMERVILLE	SC
<b>WEST BUILDERS OF MYRTLE BEACH INC</b>	MYRTLE BEACH	SC



**BID TABULATION**  
**Charles Towne Landing Redevelopment**  
**Support Facility (Rebid)**  
**P28-9632-PG-S1**  
**September 10, 2008 @ 2:00 PM**



Bidder's Name	Stenstrom & Associates	Palmetto Construction Group	PWCI	Construction Services
Mailing Address	PO Box 632	2265 Clements Ferry Rd	845 LowCountry Blvd	3 Gamecock Ave.
City, State, Zip Code	Goose Creek, SC	Charleston, SC	Mt. Pleasant, SC	Charleston, SC
Addendum #1 & #2 Acknowledged	Yes	Yes	Yes	Yes
Bid Security Attached	Yes	Yes	Yes	Yes
Subcontractor Listings:				
Pre-Engr Bldg	CECO	CECO		CSG
Mechanical	AERO Services	Endless Air	Superior Electric	TRIAD
Electrical	All Phase	All Phase	RCMP	Superior
Plumbing	AERO Services	Brittingham	Brittingham	TRIAD
Fire Alarm (not req'd per addendum)	-	-	-	-
Concrete	Stenstrom & Associates	Palmetto Construction	Speedee Concrete	B&B
<b>BASE BID</b>	\$ 780,000.00	\$ 807,000.00	\$ 1,068,500.00	\$ 959,982.00

Person Opening Bids:

Scott A. Langford, SCPRT

Date Posted:

9/11/08

Date Mailed:

9/11/08

Witness:

David Simms, SCPRT:



**BID TABULATION**  
**Charles Towne Landing Redevelopment**  
**Support Facility (Rebid)**  
**P28-9632-PG-S1**  
**September 10, 2008 @ 2:00 PM**



<b>Bidder's Name</b>	Brantley Construction	Charles Blanchard	Ascent	Dawson Inc.
<b>Mailing Address</b>	8300 Dorchester Rd	PO Box 31377	PO Box 3589	PO Box 1109
<b>City, State, Zip Code</b>	Charleston, SC	Charleston, SC	Murrells Inlet, SC	Johns Island, SC
<b>Addendum #1 Acknowledged</b>	Yes	Yes	Yes	Yes
<b>Bid Security Attached</b>	Yes	Yes	Yes	Yes
<b>Subcontractor Listings:</b>				
<b>Pre-Engr Bldg</b>	Brantley/Star	Nucor	Ascent	Dawson
<b>Mechanical</b>	Heating & Cooling Sol.	General Mechanical	Arrow	Aero
<b>Electrical</b>	RCMP	All Phase	Arrow	Charleston Utilities
<b>Plumbing</b>	Brittingham	Brittingham	Sansbury	Aero
<b>Fire Alarm (not req'd per addendum)</b>	-	-	-	-
<b>Concrete</b>	Brantley	CBCC	Ascent	Dawson
<b>BASE BID</b>	\$ 796,800.00	\$ 799,900.00	\$ 930,900.00	\$ 849,400.00

Person Opening Bids:  
 Scott A. Langford, SCPRT 

Witness:  
 David Simms, SCPRT 

Date Posted: 9/11/08  
 Date Mailed: 9/11/08



**BID TABULATION**  
**Charles Towne Landing Redevelopment**  
**Support Facility (Rebid)**  
**P28-9632-PG-S1**  
**September 10, 2008 @ 2:00 PM**



<b>Bidder's Name</b>	Emory J Infinger	NBM	
<b>Mailing Address</b>	PO Box 41348	PO Box 31027	
<b>City, State, Zip Code</b>	Charleston, SC	Charleston, SC	
<b>Addendum #1 Acknowledged</b>	Yes	Yes	
<b>Bid Security Attached</b>	Yes	Yes	
<b>Subcontractor Listings:</b>			
<b>Pre-Engr Bldg</b>	CECO	NBM	
<b>Mechanical</b>	Wapoo Service	Myatt & Bates	
<b>Electrical</b>	All Phase	RCMP	
<b>Plumbing</b>	Brittingham	Brittingham	
<b>Fire Alarm (not req'd per addendum)</b>	-	-	
<b>Concrete</b>	Emory J Infinger	NBM	
<b>BASE BID</b>	\$ 816,000.00	\$ 826,888.00	

Person Opening Bids:  
 Scott A. Langford, SCPRT *Scott A. Langford*

Date Posted: 9/11/08

Witness:  
 David Simms, SCPRT *David Simms*

Date Mailed: 9/11/08



SE-330  
Bid Form

EXH. 3

2008 Edition

COPY

Bids shall be submitted only on SE-330

BID SUBMITTED BY: Stenstrom & Associates, Inc.  
(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Parks Recreation and Tourism  
(Agency Name)

FOR PROJECT: P28-9632-PG-S1 Charles Towne Landing Redevelopment - Support Facility  
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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 in the form 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, BIDDER has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

Bid Bond with Power of Attorney  Electronic Bid Bond  Cashier's Check  
(BIDDER check one)

3. BIDDER, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. BIDDER acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1) September 3, 2008, 2) September 4, 2008

5. BIDDER accepts all terms and conditions of the *Invitation for Construction 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. BIDDER understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by AGENCY and agreed to by BIDDER.

6. BIDDER herewith submits its offer 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 (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):

New support facility at Charles Towne Landing. Approximately 3,488 sf (conditioned) and 3,895 sf (unconditioned) pre-engineered metal building.

780,000, which sum is hereafter called the BASE BID No. 1.  
(enter BASE BID in figures only)

ⓐ

# SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	_____	_____
	_____	_____
	_____	_____
BASE BID NO. 3	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

### 6.3 UNIT PRICE WORK

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.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
1	Earth excavation by machine	_____	Cubic Yard	17.00	10-
2	Earth excavation by hand	_____	Cubic Yard	99.00	70-
3	Unsuitable soil excavation including offsite disposal	_____	Cubic Yard	38.50	25-
4	Backfill using approved offsite borrow by machine	_____	Cubic Yard	20-	12-
5	Backfill using approved offsite borrow by hand	_____	Cubic Yard	120-	80-
6	Structural fill using approved offsite borrow by machine	_____	Cubic Yard	20-	12-
7	Structural fill using approved offsite borrow by hand	_____	Cubic Yard	120-	80-
8	Concrete pads 6-inches thick	_____	Cubic Yard	313	225-
9	Seeding	_____	Square Yard	1-	50¢
10	Topsoil in place	_____	Cubic Yard	44-	25-

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for a Bid Alternate may be used for all work, including the Base Bid work, if the Bid Alternate is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME <u>(MUST BE COMPLETED BY BIDDER)</u>	SUBCONTRACTOR'S SC LICENSE NUMBER (FOR INFORMATION)
	<u>BASE BID 1</u>	
Pre-Engineered Bldg	CELO	
Mechanical	DERO	
Electrical	ALLPHASE	
Plumbing	AZRO	
Fire Alarm	N/A	
Concrete	STENSTRON	
	<u>BASE BID 2</u>	
	<u>BASE BID 3</u>	

3

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The DATE OF COMMENCEMENT shall be established in Form SE-390, *Notice to Proceed*. The BIDDER shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The DATE OF SUBSTANTIAL COMPLETION, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (<sup>270</sup>) CALENDAR DAYS from the DATE OF COMMENCEMENT set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The DATE OF FINAL COMPLETION, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (<sup>45</sup>) CALENDAR DAYS from the DATE OF SUBSTANTIAL COMPLETION, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

- 1 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step One Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve SUBSTANTIAL COMPLETION exceeds the specified or adjusted Contract time for SUBSTANTIAL COMPLETION, as provided in the Contract Documents.
- 2 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step Two Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve FINAL COMPLETION exceeds the specified or adjusted Contract Time for FINAL COMPLETION, as provided in the Contract Documents.
- 3 The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve SUBSTANTIAL COMPLETION before the date established above, the Agency shall pay the undersigned an Early Completion Award in the amount of N/A for each calendar day the actual construction time required to achieve SUBSTANTIAL COMPLETION is less than the originally specified Contract Time for SUBSTANTIAL COMPLETION, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, BIDDER hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the BIDDER to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. BIDDER must indicate whether the amount of the BID ALTERNATE is an "ADD" to or a "DEDUCT" from the amount of the Base Bid. The Bid may be determined non-responsive for failure of the BIDDER to indicate the appropriate "ADD" or "DEDUCT" for each BID ALTERNATE, unless the adjustment is obvious to the Agency.
3. If any BID ALTERNATES should be accepted by the AGENCY, they shall be incorporated into the executed Contract. BID ALTERNATES may be accepted in any combination or order, at the sole discretion of the AGENCY.
4. The BIDDER shall list only SUBCONTRACTORS (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No BIDDER whose Bid is accepted shall substitute another entity as SUBCONTRACTOR in place of the SUBCONTRACTOR listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
5. The failure of the BIDDER to provide the name(s) of listed SUBCONTRACTORS in accordance with the SC Code of Laws shall render the Bid non-responsive.
6. Unless otherwise provided in the Bidding Documents, BIDDER will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.

SE-330 Bid Form

2008 Edition

- 7. BIDDER agrees to provide all information requested by the AGENCY to support the AGENCY'S evaluation and determination of the BIDDER'S responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the AGENCY within SEVEN (7) DAYS from date of receipt by the BIDDER by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by BIDDER to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
- 8. The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.
- 9. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
- 10. 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.

**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 Form SE-335 included in the Bidding Documents.

\_\_\_\_\_  
(Electronic Bid Bond Number)

\_\_\_\_\_  
(Signature and Title)

**BIDDER'S TAXPAYER IDENTIFICATION**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-0893350

OR

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

BD5  
(Classification)

N/A  
(Subclassification)

None  
(Limitations)

G - 16107

(SC Contractor's License Number)

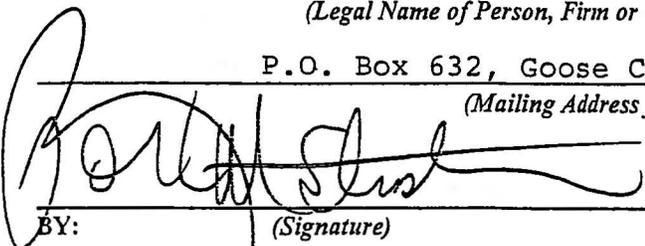
**SIGNATURE**

Stenstrom & Associates, Inc.

(Legal Name of Person, Firm or Corporation Submitting Bid)

P.O. Box 632, Goose Creek, SC 29445

(Mailing Address for the above)



BY:

(Signature)

September 10, 2008

(Date)

Project Manager

(Title)

(843) 824-8684

(Phone)



# SE-335 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS THAT

Stenstrom & Associates, Inc., Post Office Box 632, Goose Creek, SC 29445  
*(Insert full name and address or legal title of Bidder)*

hereinafter referred to as "Principal," and

The Guarantee Company of North America USA, 2879 Highway 160 West #4307, Fort Mill, SC 29708-4307  
*(Insert full name and address of principal place of business of Surety)*

a corporation duly organized and existing under the laws of the State of Michigan, with its principal office in the City of Southfield, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

SC Dept of Parks and Recreation, 1205 Pendleton Street, Suite 237, Columbia, SC 29201  
*(Insert full name of Agency)*

hereinafter referred to as "Obligee", the sum of Five percent of base bid\*\*\*, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

P28-9632-PG-S1, Charlestowne Landing Redevelopment Support Facility

*(Insert the State Project Number & Name as found on the SE-330, Bid Form)*

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. 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 Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

DATED this 10th day of September, 2008 BOND NUMBER N/A

**PRINCIPAL**

Stenstrom & Associates, Inc.  
*(Principal's Name)*

BY: [Signature]  
*(Signature and Title)*  
Robert E. Stenstrom Pres.

ATTEST: [Signature]  
*(Signature and Title)*  
Brooke Segars, Witness

**SURETY**

The Guarantee Company of North America USA  
*(Surety's Name)*

BY: [Signature]  
*(Signature and Title) (Attach Power of Attorney)*  
Raymond E. Cobb, Jr., Attorney-in-Fact

ATTEST: [Signature]  
*(Signature and Title)*  
Ashlea Moore, Witness

6



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*M. Kathryn McCartha-Powers, C. Wayne McCartha, Raymond E. Cobb, Jr.  
McCartha, Cobb & Associates, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of February, 2007.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

State of Michigan  
County of Oakland

Stephen Dullard, Vice President

On this 21st day of February, 2007 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

My Commission Expires February 27, 2012  
Acting in Oakland County



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10<sup>th</sup> day of September 20 08.



Randall Musselman, Secretary

Professional Licensing Boards | Board Member Lookup

Main Menu : **Commercial Contractors** Note: All fields are not required for searching

Last Name:

First name:

License number: g11173

City:

Company name:

Classification: All

Your search returned: 1 record(s).

- CLICK ON THE LICENSE# BELOW TO DISPLAY VERIFICATION INFORMATION FOR THAT RECORD.
- PLEASE SCROLL DOWN FOR "STATUS" CLARIFICATIONS.
- A GENERAL CONTRACTOR AND A MECHANICAL CONTRACTOR MAY HAVE THE SAME LICENSE NUMBER; HOWEVER, THEY ARE IN NO WAY CONNECTED WITH ONE ANOTHER.

License#	Status	Type	Last	First	Suffix	Business	City	State
11173	Active	GENERAL CONTRACTOR				ROBERTSON - CECO II CORP	ROCKY MOUNT	NC

**Search Tip:**

- IF YOUR SEARCH RETURNED 0 RECORDS, YOU MAY WANT TO TRY SEARCHING UNDER "RESIDENTIAL BUILDERS" LICENSING BOARD.
- When searching for a specific licensee, search either the COMPANY NAME or the INDIVIDUALS NAME; you CANNOT search both together. Enter just a few letters to do a multiple search listing if you don't know the exact way a person or company is licensed.
- When SEARCHING by license number, ENTER NUMBERS ONLY. do not enter G or M.
- Do not use any punctuation marks when searching a "Company name"
- IF YOU ARE AN APPLICANT CHECKING THE STATUS OF YOUR APPLICATION AND THE SEARCH RETURNS "0 RECORDS", CHECK HERE FIRST TO SEE IF YOUR APPLICATION IS PENDING BEFORE CONTACTING THE LICENSING BOARD: [PENDING APPLICATION CHECK](#). IF YOU ARE SHOWN TO BE PENDING, YOUR APPLICATION HAS BEEN RECEIVED AND IS BEING PROCESSED. YOU WILL BE CONTACTED BY MAIL OR FAX IF ITEMS ARE MISSING OR INCOMPLETE.

**Status Clarification:**

- ACTIVE: Licensee is current and properly licensed to work and pull permits in the state of SC.
- APPROVED: Applicant/Licensee is in final stages of becoming ACTIVE.
- PENDING: before accepting any jobs FROM THIS ENTITY, you must first contact this board at (803) 896-4686 to see if the contractor is within a 90-day grace period and can still work; otherwise, they can only do work that is unregulated UNTIL THEY BECOME "ACTIVE": [CLB\\_Unregulated\\_and\\_Exempt.pdf](#)
- INACTIVE: Contractor cannot bid, pull permits, or do any regulated contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here: [CLB\\_Unregulated\\_and\\_Exempt.pdf](#)
- LAPSED: This license is lapsed/cancelled; the contractor cannot bid, pull permits, or do any regulated contracting work above the \$5,000 contract limit. See work/jobs that are unregulated here: [CLB\\_Unregulated\\_and\\_Exempt.pdf](#)
- SUSPENDED: The license has been suspended by the board until further notice. No work or permits can be pulled during this time.



**Questions / Contact Information**

Tracy Gunter , General Contractors  
Rhonda Jackson , Mechanical Contractors  
PO Box 11329  
Columbia, S.C. 29211  
Telephone: 803-896-4686

South Carolina Department of Labor, Licensing & Regulation

## CECO BUILDING SYSTEMS

734 Dunes Drive  
Florence, S.C. 29501  
Phone 843 665 7286  
Fax 252 407 1817  
Mobil 843 229 7286

Stenstrom & Associates Inc.

Attention: Mark Stenstrom

Reference: Charles Town Landing

Building: Metal Building  
Code: IBC 2006  
Wind 130  
Deflections s per spec.  
Frame H360  
Girts L240  
Purlins L360

Description: 42-4 x 102-0 x 13-7 1/2n12 slope  
Lean-to 22-5 x 102-0 x 14-6 1/2n12 slope  
Lean-to 21-0 x 102-0 x 11-10 1/2n12 slope  
Bay spacing: 20-0, 3@20-0, 21-0  
Bracing: Portal Frames

Roof: 24 ga. Standing Seam 16 inch wide Kynar panels 20 yr weather warranty  
Walls: 24 ga. Lap Panels 36 in wide Kynar paint 20 yr warranty  
Liner Panels 26 ga.  
Gutter & Downspouts  
Roof insulation 3 inch Wmp10  
Wall insulation on sheeted walls  
9 4030 windows  
5 6070 doors narrow glass  
1 6070 door  
3 10-0 x 10-0 framed opening

Price on building delivered, PLUS TAX, \$ 98,214.00

If erection is required add \$ 53485.00

Call if any questions

Robert Ricks  
DSM  
Price good 30 days  
9/09/08

~~CO~~

G11173

(10)

## Mark Stenstrom

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**From:** Robert Ricks [Robert.Ricks@CecoBuildings.net]  
**Sent:** Thursday, October 02, 2008 8:41 PM  
**To:** marks@stenstromandassociates.com  
**Subject:** Charles Towne Landing

Mark,

This is to let you know that I have been working with CECO Building Systems since 1969 and during that time we have been

furnishing material and acting as a sub contractor.

We have put over million square feet of buildings in the South Carolina markets.

If anyone should have questions about my quote, please have them give me a call.

Thanks for using CECO Building Systems on Charles Town project.

Robert Ricks  
DSM  
10/02/08

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
  - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
  - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam, metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
1. Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: The design for metal building systems is based on American Buildings Company. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
1. American Buildings Company.
  2. Butler Manufacturing Company.
  3. Star Building Systems; Division of Robertson-Ceco Corporation.
  4. United Structures of America, Inc.
  5. VP Buildings, Inc.; a United Dominion Company.

### 2.2 STRUCTURAL-FRAMING MATERIALS

- A. W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
- B. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
- C. Plate and Bar: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
- D. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55, or High-Strength Low Alloy Steel (HSLAS), Grades 45 through 70; or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80, or High-Strength Low Alloy Steel (HSLAS), Grades 45 through 70.
- E. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 or High-Strength Low Alloy Steel (HSLAS), Grades 50