

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
)  
)  
)  
IN THE MATTER OF: BID PROTEST )  
)  
YEARGIN POTTER SHACKELFORD )  
CONSTRUCTION, INC. )  
)  
V. )  
)  
SOUTH CAROLINA SCHOOL FOR )  
THE DEAF AND THE BLIND )  
)  
MULTI-HANDICAPPED SCHOOL )  
NEW CONSTRUCTION/HERBERT )  
CENTER RENOVATION )  
PROJECT H75-9542-JM )  
\_\_\_\_\_ )

**BEFORE THE CHIEF PROCUREMENT  
OFFICER FOR CONSTRUCTION**

**DECISION**

**POSTING DATE:  
JUNE 7, 2010**

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request by Yeargin Potter Shackleford Construction, Inc., (Yeargin) under the provisions of section 11-35-4210 of the South Carolina Consolidated Procurement Code (Code), for an administrative review of the Multi-Handicapped School New Construction/Herbert Center Renovation bid (“the Project”), for the South Carolina School for the Deaf and the Blind (School). Yeargin protests School’s posting of a Notice of Intent to Award a contract for the project to SYS Constructors, Inc. (SYS).

The CPOC conducted an administrative review by hearing pursuant to S.C. Code Ann. §11-35-4210(4). At the hearing, R. Lynn Yeargin, Yeargin’s President, represented Yeargin, attorney Kimila L. Wooten, represented SYS, and John O’Brien, School’s construction project manager, represented School. Present as witnesses were Bruce Smith, Senior Project Manager for Yeargin, Dennis John Doherty, III, Project Manager for SYS, and J. Michael Taylor, Anna K. King, and Meg Terry, architects with DP3 Architects, the architect for this project. Prior to the hearing, both Yeargin and SYS submitted briefs to support their positions. At the hearing, the parties submitted into evidence Exhibits 1 through 10. During the hearing, the CPOC heard oral arguments and took testimony. This decision is based on the evidence and testimony presented at the hearing and applicable law.

## NATURE OF THE PROTEST

Yeargin's letters of protest are attached and incorporated herein by reference. [Ex. A]

## FINDINGS OF FACT

The following dates and facts are relevant to the protest:

1. On March 25, 2010, School advertised for bids. [Ex. B]
2. On April 5, 2010, School conducted a Mandatory Pre-Bid Meeting, which a Yeargin representative attended. [Hearing Ex. 1] At this meeting, School announced that an addendum was forthcoming. [Testimony of Mr. Yeargin]
3. On April 7, 2010, Anna King, architect for School, sent out Addendum No. 1 by email. [Hearing Ex. 9]
4. On April 16, 2010, Ms. King sent out Addendum No. 2 by email. [Hearing Ex. 7]
5. On April 19, 2010, Yeargin obtained copies of Addendums 1 & 2 from Copy Spot, Inc. [Hearing Ex. 8 and Testimony of Mr. Yeargin and Mr. Smith.]
6. At 2 PM on April 22, 2010, School opened bids. [Hearing Ex. 4, Bid Tabulation]
7. Yeargin submitted a low bid of \$4,488,000 but failed to acknowledge on the bid form the receipt of Addendum No. 2. [Hearing Ex. 3] Therefore, School declared Yeargin's bid to be non-responsive.
8. On April 22, 2010, School posted of Notice of Intent to Award a contract to SYS, the second low bidder. [Hearing Ex. 5]
9. On April 22, 2010, the CPOC received Yeargin's Protest.
10. On April 27, 2010, the CPOC received an amendment to Yeargin's Protest. Yeargin attached to this amendment the affidavit of Ron Farley, Yeargin's Senior Vice President, acknowledging receipt of Addendums 2 prior to bidding.

## APPLICABLE LAW

The applicable Code provision is unambiguous. Section 11-35-1520 states (in part) as follows:

(13) Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State. Such communication or determination

shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

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(d) failure of a bidder to acknowledge receipt of an amendment to a solicitation, **but only if**:

(i) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, on it, if the bidder states under oath that it received the amendment before bidding and that the bidder will stand by its bid price; or

(ii) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body..." [emphasis added]

### CONCLUSION OF LAW

Yeargin argues that its bid was responsive because its failure to acknowledge Addendum No. 2 was a minor informality under S.C. Code Ann § 11-35-1520(13). Yeargin argues that its bid indicates that Yeargin in fact received Addendum No. 2. Yeargin also argues that Addendum No. 2 had no effect on price or quantity.

Yeargin first argues that its failure to acknowledge Addendum No. 2 was a minor informality under Section 11-35-1520(13)(d)(i). This provision of the Code provides that failure to acknowledge an addendum is a minor informality if "the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, on it." Yeargin essentially argues that the requirements of Section 11-35-1520(13)(d)(i) were satisfied by (1) its post bid acknowledgement of the receipt of Addendum No. 2 and (2) the fact that the subcontractors it listed on its bid for mechanical and electrical acknowledged Addendum No. 2 in their sub-bids to Yeargin. In support of its argument, Yeargin submitted evidence that several of its subcontractors acknowledged Addendum No. 2 in their sub-bids to Yeargin. [Hearing Ex. 6] However, Yeargin did not submit these sub-bids to the School as a part of its bid.

Under the statute, the bid itself must indicate in some way that the bidder intended to be bound by the additional terms and conditions of the addendum. The statute makes no mention of documents that were not a part of a bidder's bid. The South Carolina Procurement Review Panel has explained that "[t]he purpose of requiring that the bid on its face indicate receipt of an amendment is to ensure that there is agreement between the State and a vendor on what is to be provided." *In Re: General Sales Company*,

*Inc., Case No. 1989-20 (where the bid had the changed opening date specified in the amendment it was not adequate acknowledgement of the receipt of the amendment and could not be waived.)* The federal authorities have also indicated that the bidder's failure to acknowledge receipt of all amendments to a solicitation with its bid usually renders the bid nonresponsive and this failure cannot be cured because it would affect the integrity of the competitive bid process in two ways. To allow a bidder to acknowledge receipt of an amendment independent of its bid would first allow the "bidder 'two bites at the apple,' by giving it sole discretion to accept or reject the contract after bid opening by affirming or denying that it intended to be bound by the amendment and hence the agreement" and second would make the terms of the resulting contract unclear. *Met Electrical Testing, Inc., 1981 WL 22477, 60 Comp. Gen. 321 B-201146.* Yeargin's bid, as submitted, contains no indication that Yeargin intended to be bound by the requirements of Addendum No. 2. Yeargin's listing of subcontractors is not an indication on Yeargin's bid that it intended to be bound by Addendum No. 2. While the subcontractors may have acknowledged Addendum No. 2 in their sub-bids to Yeargin, they did not acknowledge it to the State.

Yeargin alternatively argued that its subcontractor listing indicated it received Addendum No. 2 and intended to be bound by Addendum No. 2 because SYS listed the same subcontractors on its bid. The listed subcontractors were the subcontractors for the mechanical, electrical, and fire protection work. However, as will be seen from the discussion to follow, the items in Addendum No. 2 that affect price and quantity were not a part of the work to be performed by the mechanical, electrical, and fire protection subcontractors but rather the masonry and "drapery, track, and shades" subcontractors who were not listed on Yeargin's bid.<sup>1</sup> The question is whether there is any indication in Yeargin's bid that Yeargin intended to be bound by those conditions of Addendum No. 2 affecting price and quantity. Listing subcontractors that were not affected by those conditions does not in any way indicate Yeargin's intent to be bound by those conditions.

Upon review of Yeargin's bid, the CPOC can find no indication that Yeargin received Addendum No. 2, included the condition of Addendum No. 2 affecting price and/or quantity, or intended to be bound by

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<sup>1</sup> Subsequent to the hearing, Yeargin submitted a brief (as allowed by the CPOC at the conclusion of the hearing) reiterating its argument on this provision. Yeargin attached additional evidence not submitted at the hearing to this brief. SYS objected to this additional evidence; however, whether or not the CPOC considers this additional evidence has no impact on the result of this decision. The additional evidence consist of bids Yeargin received for masonry and "drapery, track, and shades," two items for which price and/or quantity was affected by Addendum No. 2. Each of these sub-bidders acknowledged receipt of Addendum No. 2 on their sub-bids to Yeargin. However, neither the masonry subcontractor nor "drapery, track and shades" subcontractor was listed as a subcontractor on any bid the School received. None of these sub-bids were submitted with Yeargin's bid to the School either. Therefore, on the face of Yeargin's bid, the School could not tell that Yeargin, in its bid, included the items in Addendum No. 2 affecting price and/or quantity.

Addendum No. 2. Therefore, Yeargin's failure to acknowledge Addendum No. 2 on its bid is not a minor informality under SC Code Ann § 11-35-1520(13)(d)(i).<sup>2</sup>,

Second, Yeargin argues that its failure to acknowledge Addendum No. 2 was a minor informality under Section 11-35-1520(13)(d)(ii). This provision of the Code provides that failure to acknowledge an addendum is a minor informality "if the amendment has no effect on price or quantity." Both SYS and DP3 presented testimony that Addendum No. 2 had an effect on price and quantity. Ms. King, with DP3, and Mr. Doherty, with SYS, testified that Addendum No. 2 changed the specified brick resulting in an increase in cost. [See Hearing Ex. 10] There was some discrepancy in testimony regarding the effect of the change in brick size, Yeargin arguing that the brick specified in Addendum No. 2 was a modular brick, which was larger than the wire cut brick specified in Addendum No. 1 thus requiring less mortar and labor to install.<sup>3</sup> On the other hand, Mr. Taylor with DP3 testified that the modular brick was in fact smaller than the wire cut brick thus in theory it would require some nominal increase in the number of brick and labor.<sup>4</sup> In addition, SYS and DP3 both presented testimony that Addendum No. 2 made a change with respect to protection of exiting wall murals resulting in additional labor cost. [See Hearing Ex. 10] Finally, both SYS and DP3 testified that Addendum No. 2 added four roller shades to the scope of work adding several hundred dollars to the cost of the project.<sup>5</sup> While questioning whether the changes made by Addendum No. 2 with respect to the brick and the wall murals had any effect on price, Yeargin acknowledged that the addition of four roller shades did have a negligible effect on price.

In 1993, Section 11-35-1520 was amended by 1993 Act 178 to, among other things, add subsection (13) pertaining to minor informalities and irregularities in bids. Under that 1993 amendment, Section 11-35-1520(13)(d)(ii) provided that failure to acknowledge an addendum is a minor informality if the "amendment has **no effect or merely a trivial or negligible** effect on price or quantity." [emphasis added] However, Section 11-35-1520(13)(d) was amended by 1997 Act 153 in 1998. Under the current 1998 amendment, Section 11-35-1520(13)(d)(ii) provides that failure to acknowledge an addendum is a minor informality if the "amendment has **no effect** on price or quantity." [emphasis added] Mr. Yeargin

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<sup>2</sup> Both parties presented positions regarding the remaining factors of this provision of law, that is the requirement that the bidder state under oath that he received the addendum and that he will stand by his bid price. However, since the CPOC finds that the requirements of the first factor, that is that the bid indicate in some way the receipt of the addendum, was not met, there is no need to address the remaining factors of this provision.

<sup>3</sup> Yeargin's post hearing brief acknowledges that Addendum No. 2 did affect the price of the Masonry work.

<sup>4</sup> A review of the specified manufacturer's website supports the testimony of Mr. Taylor. According to the manufacturer a wire cut brick has a dimension of 2 ¼" x 4" x 8" and that a modular brick has a dimension of 2 ¼" x 3 5/8" x 7 5/8". See <http://www.carolinaceramics.com/products/firebrick/> and <http://www.carolinaceramics.com/products/sizes/>.

acknowledged in his testimony that Addendum No. had an effect on price. Therefore, the failure to acknowledge the addendum in the bid is not a minor informality under Section 11-35-1520(13)(d)(ii).

Finally, Yeargin argues its failure to acknowledge Addendum No. 2 was the fault of the School's architect because the architect failed to assure that Mr. Bill Stoner, Yeargin's Vice President of Business Development, had received the addendum. Specifically, Yeargin argues the architect should have followed up on two apparently unsuccessful attempts to deliver Addendum No. 2 by email to Mr. Stoner's email address and confirm receipt by Mr. Stoner.<sup>6</sup> Yeargin argues that because of this failure on the part of the architect, Yeargin's failure to acknowledge Addendum No. 2 should be excused. In this regard, Mr. Yeargin testified that Mr. Stoner, while picking up the plans and specifications for the project provided his email address as the appropriate contact for all communications. Mr. Yeargin testified that Mr. Stoner was responsible for obtaining or receiving bid documents including addenda and making sure Yeargin acknowledged all addendums received on the bid form.<sup>7</sup> Mr. Yeargin further testified that Mr. Stoner did not receive either of the two addendums issued for the project directly from the architect. Instead, Mr. Neil Jennings, Yeargin's estimator responsible for preparing Yeargin's bid price, was the first Yeargin representative to learn of Addendums No. 1 and No. 2, and Mr. Jennings obtained both addendums on Yeargin's behalf on April 19, 2010.<sup>8</sup> [Hearing Ex. 8] Apparently, Mr. Jennings informed

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<sup>5</sup> SYS also presented testimony that Addendum No. 2 added cleanouts for the roof drains. DP3 provided no testimony regarding these cleanouts.

<sup>6</sup> On April 7, 2010, Anna King, architect for the School, sent out Addendum No. 1 by email requesting bidders to acknowledge receipt of the Addendum. [Hearing Ex. 9] The email address that Ms. King used for Yeargin was the address supplied by Mr. Stoner. With respect to Yeargin, Ms. King received a return email noting that the message had been successfully relayed to Yeargin but that the "requested delivery status notification may not be generated by the destination." From this message, Ms. King assumed that Yeargin received Addendum No. 1. On April 16, 2010, Ms. King sent out Addendum No. 2 by email requesting bidders to acknowledge receipt of the Addendum. [Hearing Ex. 7] Again, the email address that Ms. King used for Yeargin was the address supplied by Mr. Stoner. This time, Ms. King received an email response from "System Administrator" noting the message did not reach Yeargin even though the email address she used for Yeargin was the same as the one she used to transmit Addendum No. 1. That same day, Ms. King made one more effort to email Addendum No. 2 to Yeargin and received the same response. Ms. King made no further effort to send Addendum No. 2 to Yeargin or to notify Yeargin of the existence of Addendum No. 2. [Testimony of Ms. King] Apparently, the other seven bidders received Addendums No. 1 and No. 2.

<sup>7</sup> Apparently, a document clerk answering to Mr. Stoner or working with Mr. Stoner keeps a record of all documents obtained or received by Mr. Stoner. Since Mr. Stoner did not receive Addendum No. 2, this Addendum was not recorded as being received by the document clerk.

<sup>8</sup> Mr. Jennings attended the April 5, 2010 pre-bid meeting on behalf of Yeargin where he learned that the architect would issue Addendum No. 1 in due course. According, to Mr. Yeargin this information was relayed to Mr. Stoner or the document clerk who acknowledged receipt of Addendum No. 1 based on the foreknowledge that it would be issued. Mr. Jennings became aware of Addendum No. 2 on April 19, 2010, when he made enquiry to a copy and print company, Copy Spot, Inc., about Addendum No. 1. That same day, Mr. Jennings obtained Addendums No. 1 and No. 2 from Copy Spot. How Copy Spot obtained the addendums and why Yeargin did not contact the architect was not explained; however, these documents were available from sources other than the architect, which had provided copies of both Addendums to the Carolinas Associated General Contractors' plan room in Greenville, SC and Dodge plan room in Charlotte, NC.

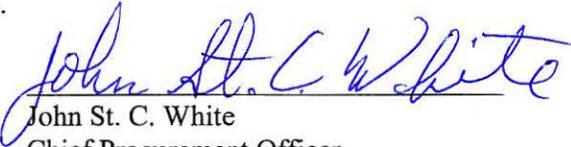
Mr. Stoner of Addendum No. 1 since Yeargin acknowledged Addendum No. 1 but did not inform Mr. Stoner of Addendum No. 2, since Yeargin did not acknowledge Addendum No. 2. Yeargin argues that had Mr. Stoner received Addendum No. 2 from the architect, Mr. Stoner or his staff would have made sure Yeargin acknowledged Addendum No. 2 on its bid form.

Ideally, the project architect will at least make a telephone call to a known bidder to assure that the bidder is aware of an addendum when the architect has reason to believe that delivery of an addendum via email may have failed. This did not happen here. Nonetheless, it is the bidder's responsibility to ascertain prior to bidding that he has received all addenda; it is not the State's, or the architect's responsibility to assure all potential bidders have received all addenda. *See Instructions to Bidders § 3.4.4; see, e.g., Allied Technology Group v. U.S., 39 Fed. Cl. 125, 88-1 BCA P 20341, 1987 WL 46026 (1987) (A prospective bidder has a duty to timely obtain amendments that it has reason to believe have been or will probably be issued); Protest of Eastern Data, Inc., Case No. 1993-9 (finding that the State does not have a duty to ensure an amendment is received by the vendor.)* If the architect did not have a duty to assure that Yeargin received all addenda, Yeargin cannot place the responsibility for its failure to acknowledge Addendum No. 2 on the architect. The duty to acknowledge addenda is solely the duty of the bidder. A bidder can only blame itself for its failure to acknowledge all addenda on its bid, especially where that bidder obtained all addenda prior to bidding and has testified that it included the work of all addenda in its bid.

### **DECISION**

It is the decision of the Chief Procurement Officer for Construction that Yeargin's bid, by failing to acknowledge receipt of the addenda, is not responsive, and such failure is not minor under S.C. Code Ann. § 11-35-1520(13)(d).

For the foregoing reasons the Protest is denied.

  
John St. C. White  
Chief Procurement Officer  
For Construction  
7 June 10  
Date

Columbia, South Carolina

## 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 2009-2010 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. 23, 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).

April 22, 2010

Sent Via E-mail and Fax April 22, 2010

Materials Management Office  
Office of State Engineer  
1201 Main St. , Suite 600  
Columbia, SC 29201  
Attention: John White, PE  
Re: Herbert Center Renovation – SCSDB  
H75-9542-JM

EXH. A

Dear Mr. White,

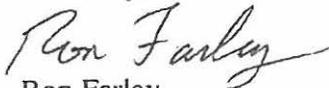
Please accept this letter as our protest to the ruling of our bid for the above mentioned project as non-responsive. After the bids were open and read aloud, Mr. McVey ruled our bid non-responsive because we did not list Addendum #2 on our bid form.

We were a registered bidder with the architect, DP3. As such, we expected to be provided with all addendums as they became available. We never received notice from the architect of any addendums. We did acknowledge the receipt of Addendum #1, but only because it was mentioned at the pre-bid. After some amount of time had passed and we had not received this addendum, we inquired to the printer if an addendum was available and received the addendum.

We have since reviewed Addendum #2 and we find that it has no impact on our bid. In fact under 6.1.9, D,2, we believe that the addendum had no effect on price or quantity. Mr. McVey stated at the bid opening that Addendum #2 did affect price or quantity because it deleted a retaining wall. This is incorrect. This item is actually found in Addendum #1, which we acknowledged.

We request that the ruling of our bid as being non-responsive be withdrawn and YPS be listed as the low responsive bidder in the Notice of Award to be posted on April 23, 2010. We await your response.

Sincerely,



Ron Farley  
Senior Vice President

Cc: Jim McVey (via e-mail)

**White, John**

**From:** Protest-OSE [Protest-OSE@mmo.sc.gov]  
**Sent:** Tuesday, April 27, 2010 3:34 PM  
**To:** White, John; Langdon, Rachel  
**Subject:** FW: H75-9542-JM Multihandicapped School Construction / Herbert Center Renovation  
**Attachments:** SCAN3903\_000.pdf; SCAN3904\_000.pdf; SCAN3905\_000.pdf; SCAN3906\_000.pdf

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**From:** Ron Farley[SMTP:RFARLEY@YPSCONST.COM]  
**Sent:** Tuesday, April 27, 2010 3:32:40 PM  
**To:** Protest-OSE  
**Cc:** Lynn Yeargin  
**Subject:** H75-9542-JM Multihandicapped School Construction / Herbert Center Renovation  
**Auto forwarded by a Rule**

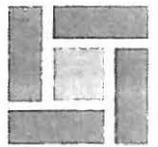
The attached letter with attachments is our letter of protest on the referenced project. We are also sending a hard copy by FedEx.  
Thanks.

Ron Farley  
Senior Vice President

Yeargin Potter Shackelford, Inc  
121 Edinburgh Court  
Greenville, SC 29607

Phone (864) 232-1491  
Fax (864) 242-9054  
Direct Dial (864) 678-5405

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



Materials Management Office  
Office of State Engineer  
1201 Main Street, Suite 600  
Columbia, SC 29201  
Attention: John White, PE

RE: H75-9542 JM Herbert Center Renovation – SCSDB

Mr. White,

This is to follow up on my letter of last Thursday, April 22, in which Yeargin Potter Shackelford ("YPS") requested that it be awarded the contract described above despite YPS's failure to list Addendum No. 2 on the bid form. The YPS bid for the project was deemed to be "not responsive" because of the minor informality of not showing that it included Addendum No. 2 in its bid.

YPS was a registered bidder for this project with the architect DP3. Despite having been registered, YPS did not receive Addendum No. 2 in the regular course from the project architect. YPS understands that other registered bidders did receive Addendum No. 2, see list attached. YPS, however, did learn of the addendums, and purchased a copy of Addendum No. 2 from The Copy Spot (a local print shop) before its bid was submitted. Because the addenda were not received from the architect in the regular course, Addendum No. 2 was inadvertently not listed on the YPS bid form.

YPS did, however, as stated above, review Addendum No. 2 before it submitted its bid and considered it. Addendum No. 2 only provided clarifications to work set out in prior published plans and specifications. Therefore, Addendum No. 2 has no effect on YPS's price, quantity, or quality or delivery of the project. The failure to list Addendum No. 2 on the bid form was only a minor informality or irregularity in the YPS bid, price, quantity, and delivery are unaffected by Addendum No. 2. Therefore, there is no change to the YPS price. S.C. Code Ann. §11-35-1520(13)(d) (copy attached) which states that the failure to list the addendum does not require the bid to be deemed unresponsive when the bidder states under oath that it received the addendum before bidding and the bidder will stand by its price. No other bidder was prejudiced because YPS considered Addendum No. 2 in its price.

Therefore, YPS requests that the bid be deemed responsive under Section 13 of S.C. Cod Ann. §11-35-1520 and that the contract awarded to it at its bid price.

Yours Truly,

Ron Farley



AFFIDAVIT OF RON FARLEY

Personally appeared before me Ron Farley who, being duly sworn, deposes and says that:

- 1) I am Senior Vice President of Yeargin Potter Shackelford Construction ("YPS") authorized to make this affidavit concerning YPS's bid for the H75-9542 JM Herbert Center Renovation – SCSDB.
- 2) YPS received a copy of Addendum No. 2 prior to the time it submitted its bid.
- 3) YPS's unintentional omission of listing Addendum No. 2 on its bid form has no effect on price, quantity, quality, or delivery of the project.
- 4) Since YPS bid the requirements of Addendum No. 2, it is not prejudicial to other bidders.

Further, deponent sayeth not.

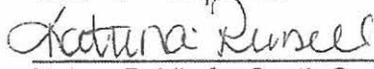
Respectfully submitted,

  
Ron Farley

Dated: April 27, 2010

Greenville, South Carolina

SWORN TO before me this  
27<sup>th</sup> day of April, 2010

  
Notary Public for South Carolina  
Commission Expires: 2/25/2019

# SOUTH CAROLINA BUSINESS OPPORTUNITIES

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Information Technology, Supplies & Services  
As Well As Other Information of Interest to the  
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Received at the Time, Place & Date Indicated  
in the Announcements & Then Be Publicly  
Opened & Read Aloud. The State/Owner  
Reserves the Right to Reject Any Or All Bids  
& to Waive Technicalities.

## ARCHITECT / ENGINEERING SERVICES

**Project Name:** ROOF CONSULTING  
SERVICES FOR INDEFINITE  
DELIVERY

**Project Number:** 2009-2010-12

**Location:** Cherokee County School District,  
Gaffney, SC

**Location at Which Public Notice of  
Meetings Will Be Posted:** Cherokee  
County School District Office, 141  
Twin Lakes Rd., Gaffney, SC  
29341

**Description of Project:** Review the current  
comprehensive survey of all roofs  
in the District & update as neces-  
sary. Assist the owner in updating  
the five-year plan for replacement  
& repairs. Develop contract  
documents for all approved re-  
placement & repair projects. The  
District may contract with two  
firms for contract development

**Description of All Professional Services  
Anticipated for Project:** Update the com-  
prehensive roof survey of all Dis-  
trict facilities. Develop contract  
documents & bid replacement /  
repair contracts. Supervise con-  
tracts in progress. Provide war-  
ranty assistance to owner

**Information To Be Submitted In  
Addition to the Current Standard Federal  
Forms 254 & 255:** None

**Resume Deadline:** 4/21/10 – 2:00pm

**Number of Copies:** Seven

**Agency/Owner:** Cherokee County School  
District

**Name & Title of Agency Coordinator:** Ben  
M. Childs, Director of Finance

**Address:** Cherokee County School District,  
PO Box 460, 141 Twin Lakes Rd.,  
Gaffney, SC 29342

**Phone:** (864) 206-2224

**Fax:** (864) 902-3537

**Agency Coordinator E-mail:**

[ben.childs@gw.cherokee1.k12.sc.us](mailto:ben.childs@gw.cherokee1.k12.sc.us)

### REQUEST FOR PROPOSAL

**Project Name:** COMBINED HEAT  
& POWER (C.H.P.) SYSTEM  
DESIGN & CONSTRUCTION  
ADMINISTRATION

**Project Number:** 155-03/19/10

**Location:** Refer to solicitation

**Description of Project:** ReWa is seeking  
an experienced engineering firm  
to provide a quality control review  
of the preliminary design report,  
perform final design, & provide  
construction administration &  
other related services for projects  
at one or more of its facilities. See  
details at [www.rewaonline.org](http://www.rewaonline.org)

**Anticipated Construction Cost Range:** To  
be determined

**Deadline for Submittals:** Friday, 4/9/10 –  
2:00pm

**Number of Copies:** One original & five  
copies

**Agency/Owner:** Renewable Water Re-  
sources

**Agency Coordinator:** Stephanie Selman  
**Address:** 561 Mauldin Rd., Greenville, SC  
29607

**Phone:** (864) 299-4000, Ext. 274

**E-mail:** [stephanies@re-wa.org](mailto:stephanies@re-wa.org)

## CONSTRUCTION

SCBO Notes referred to in State Agency adver-  
tisements appearing in the Construction Section of  
SC Business Opportunities can be found at  
<http://www.mmo.sc.gov/MMO/ops/SCBONotes.pdf>  
Please verify requirements for non-State agency  
advertisements by contacting the agency / owner.

**Project Name:** MULTI-HANDICAPPED  
SCHOOL NEW  
CONSTRUCTION / HERBERT  
CENTER RENOVATION

**Project Number:** H75-9542-JM

**Location:** Spartanburg

**Applicable SCBO Notes:** 2, 4, & 5

**Bid Security Required:** Yes

**Performance Bond Required:** Yes

**Payment Bond Required:** Yes

**Description of Project:** This project is a  
renovation & addition to the Her-  
bert Center, a K-12 multi-

handicapped school & dormitory  
on the campus of the SCSDB.  
The new additions to the building  
include a therapy pool, offices &  
four additional dormitory rooms.  
The renovated areas will include  
the physical therapy / occupa-  
tional therapy department, admin-  
istrative offices & the health center.  
The entire building will have a  
new fire sprinkler system, a new  
HVAC system & upgrades to the  
finishes. Low bidder may be re-  
quired to complete OSE Form  
SE-350. Due to the nature of the  
client, the pre-bid will be the only  
site visit conducted. Contractor  
may be subject to performance  
appraisal at close of project.

**Construction Cost Range:** \$5 million -  
\$10 million

**Architect/Engineer:** DP3 Architects, Ltd.

**A/E Contact:** Anna K. King, AIA

**A/E Address:** 211 East Broad St.,  
Greenville, SC 29601

**A/E Telephone:** (864) 232-8200

**A/E Fax:** (864) 232-7587

**A/E E-mail:** [aking@dp3architects.com](mailto:aking@dp3architects.com)

**Plans on File At:**

**AGC:** Greenville, Columbia

**Dodge:** Charlotte

**Plans May Be Obtained From:** A/E

**Plan Deposit:** \$300.00, refundable

**Pre-Bid Conf./Site Visit:** Mandatory

**Pre-Bid Date/Time:** 4/5/10 – 1:00pm

**Place:** SCSDB, Herbert Center Conference  
Room

**Owner:** SC School for the Deaf & Blind

**Name & Title of Agency Coordinator:**

John O'Brien, Construction Man-  
ager

**Address:** 355 Cedar Springs Rd., Spartan-  
burg, SC 29302

**Telephone:** (864) 577-7569

**Fax:** (864) 577-7562

**E-mail:** [jobrien@scsdb.org](mailto:jobrien@scsdb.org)

**Bid Due Date/Time:** 4/20/10 – 2:00pm

**Place:** SCSDB, Walker Hall, Conference  
Room 103A

**Hand Deliver/Mail Bids To:** SC School for  
the Deaf & Blind, Walker Hall Re-  
ception Desk, Attn.: John O'Brien,  
355 Cedar Springs Rd., Spartan-  
burg, SC 29302

## PRINT ALL INFORMATION

Mandatory Pre-Bid Sign-In Sheet		5 April 2010
Project:	Herbert Center Renovation SCSDB	<b style="color: red;">NOTE:</b>  Print all information clearly. DP3 Architects is not responsible for any information that is not legible. This Pre-Bid Sign-In Sheet will be included in Addendum Number One for the convenience of the bidders.
State Project Number:	H75-9542-JM	
Architect's Project Number:	08231	
Bid Date:	20 April 2010	
Time:	2:00 PM	
Location:	Walker Hall – Conference Room 103A	

Name of Individual	Firm Name	Firm Address	Firm Phone/ Fax Number	E-Mail
Stacy Chambers Bobby Downs	Meybohm Associates Inc.	4240 Washington Rd Evans, GA 30809	P-706-855-1500 F-706-855-4129	Schambers@meybohmasociates.com
David Miller Jeffrey			P- F-	
Bill Vibbert	murray construction company of monroe, Inc.	P.O. Box 1459 monroe, NC 28111	P-704-261-1339 F-704-289-6849	BVibbert@murrayofmonroe.com
NEAL JENNINGS	YEARGIN POTTER SHACKELFORD CONST	121 EDINBURGH COURT Greenville, SC 29607	P-864-232-1491 F-864-242-9054 242	NJENNINGS@YPSCONST.COM
Bill White	GREGORY ELEC.	355 SOUTH AVE SPARTANBURG SC 29326	P-864-573600 F-864-573608	BWHITE@GREGORYELECTRIC.COM
DJ DOHERTY BRIAN NEAL	SYS CONSTRUCTORS	20 BROZZINI CT GREENVILLE SC 29615	P-864-288-3885 F-864-272-3412	djdoherty@sysconstructors.com bneal@sysconstructors.com

**PRINT ALL INFORMATION**

Chuck Floss	Hickory Construction	1728 9th AVE. NW Hickory, N.C. 28602	P-825-322-7254 F-825-322-5138	Cross @ Hickory Construction .com
Brandy West	West Electrical	2447 Wilson Rd. Newberry SC 29108	P-803-276-1884 F-803-321-1680	brandy@westelectrical.com
Steve Perry	Stearns Construction	1530 Piedmont Hwy Piedmont SC 29673	P-804-277-0060 F-804-277-7524	stearns@stearnsconstruction.com MELISSA@stearnsconstruction.com
Darwin Dawhurst	Arnold Construction	720 Lady St. Columbia, SC 29201	P-803-731-4321 F-803-731-1381	paul@arnoldfamilycorp.com
Maureen Keller	Walc. Constructions	1016 Rogers Bridge Duncan, SC 29334	P-804-517-7651 F-804-974-3205	Maureen@walcconstructions.com
Tim Loun	TMS Construction/Inc	150 Executive Ctr. Dr. Suite B-108 Columbia, SC 29615	P-804-254-6066 F-804-254-6086	TLOUN@TMSCONSTRUCTORS.COM
Steve Prontek	PC Construction of Greenwood Inc	108 Enterprise Ct. Greenwood, S.C. 27647	P-864-223-6274 F-864-225-7183	randy.p@pcconst.net.
Scott Newton	Ken Winkler's Company	1791 Commerce Dr. Sta 119 Arlan, GA 30507	P-404-351-9520 F- " " 1409	Scottnewton@vanwinkleco.com
Chris K... ..	PC Construction of Greenwood Inc	108 Enterprise Ct. Greenwood, S.C. 27647	P-864-223-6274 F-864-225-7183	Chris@pcconst.net
			P- F-	
			P- F-	

**PRINT ALL INFORMATION**



Mandatory Pre-Bid Sign-In Sheet		5 April 2010
Project:	Herbert Center Renovation SCSDB	<p><b>NOTE:</b></p> <p>Print all information clearly. DP3 Architects is not responsible for any information that is not legible. This Pre-Bid Sign-In Sheet will be included in Addendum Number One for the convenience of the bidders.</p>
State Project Number:	H75-9542-JM	
Architect's Project Number:	08231	
Bid Date:	20 April 2010	
Time:	2:00 PM	
Location:	Walker Hall - Conference Room 103A	

Name of Individual	Firm Name	Firm Address	Firm Phone/ Fax Number	E-Mail
CHRISTINA MO ALHANEY	BRANTLEY CONST	8300 DORCHESTER RD CHARLSTON SC 29418	P-843-552-0150 F-843-552-9072	CHRISTINA@BRANTLEY CONSTRUCTION.COM
ERAD VANUVICK	CONTRACT CONSTR	P.O. BOX 267 BALLENTINE, SC 29002	P-803-751-7056 F-803-772-3064	evanuvick@CONTRACTCONSTRUCTION.NET
JOHN PITTS	BAINSON'S MECHANICAL	5 CHAPEL ROAD GREENVILLE, SC 29605	P-864-219-2990 F-864-219-4198	jpitts@bahnsen.com
BOB BENNETT	Stover Mechanical	324 Whitehall Ave Greenville SC	P-864-335-1055 F-864-335-1050	rbennett@stovermechanical.net
Bill Murray	Regional Mech Svs. Piedmont SC	101 GAZAR RD PIEDMONT SC	P-864-306-1722 F-306-8822	Billmurray@CHARTERINTERNET.COM
ALBERT LINDER	HOGAN CONSTRUCTION GROUP	127 KIOWA LN PIEDMONT, SC 29673	P-864-272-1527 F-864-272-1528	alinder@hoganconstruction group.com

**PRINT ALL INFORMATION**

JOHN FOLK	ABLE CONSTRUCTORS INC	35-A CESSNA COURT GREENVILLE SC 29607	P-864-242-6060x215 F-864-271-8670	JFOLK@ABLECON.COM
THOMAS BELL	MARSH BELL-CONIST Co. LLC	PO Box 51190 Piedmont, SC 29673	P-864-245-2720 F-864-269-5682	TBELL@marshbell.com
MARTY WHITE	LML, CONSTRUCTION	PO Box 5836 GREENVILLE, SC 29606	P-864-370-9977 F-864-370-9998	MWHITE@LMLCONST.COM
JIM JONES	J.B. Jones, Jr. CONSTRUCTION CO., INC	PO BOX 847 ABBEVILLE, SC 29620	P-864-366-5402 F-864-366-8792	jjonesconst@netel.net pejonesconst@netel.net
Will Conner	Total Storage Services	160 Discovery Dr. Zieback, SC 29376	P-864-699-8432 F-	wconner@totalstorageservices.com
ALEX CAMPBELL	RODGERS BUILDERS, INC.	531 S. MAIN ST, STE 305 GREENVILLE, SC 29601	P-864-255-5800 F-864-255-5801	ACAMPBELL@RODGERSBUILDERS.COM
			P- F-	

The Herbert Center Renovation  
 South Carolina School for the Deaf and the Blind  
 State Project Number: H75-9542-JM  
 DP3 Architects Project Number: 08231

16 April 2010

**SECTION 00 09 10****ADDENDUM NUMBER TWO****GENERAL INFORMATION**

- 1.01 **DATE:** 16 April 2010
- 1.02 **PROJECT:** The Herbert Center Renovation  
 South Carolina School for the Deaf and the Blind
- 1.03 **STATE PROJECT NUMBER:** H75-9542-JM
- 1.04 **OWNER:** South Carolina School for the Deaf and the Blind
- 1.05 **ARCHITECT:** DP3 Architects, Ltd.

**TO: PROSPECTIVE BIDDERS**

- 2.01 This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated 25 March 2010, with amendments and additions noted below.
- 2.02 Acknowledge receipt of this Addendum in the space provided in the SE-330 Bid Form.
- 2.03 This Addendum consists of 6 Pages in addition to the following attachments: Revised Section 04 20 01 Masonry Veneer and Revised Drawings AD1.6, A1.2, A1.3.2, A10.4, and E1.3.1.

**CLARIFICATIONS****3.01 The following questions were received by the Architect and are clarified as follows:****A. Builders Risk Insurance**

Q. Does the Builders Risk Insurance provided by the Contractor need to cover the value of the entire building or just the contract amount?

A. Refer to 00811-0SE-14 Section 3.105.

**B. Hazardous Materials**

Q. Do any of the interior CMU walls have lead paint on them?

A. According to the Hazardous Material Report the existing interior CMU walls do not have lead paint on them. The Hazardous Material Report is available upon request at the SCSDB Facilities Office - 864.577.7569.

**C. Site Work**

Q. Is the site work to be phased, or can it all be done at the same time?

A. The Contractor shall be responsible for constructing the site work in conjunction with the progress of the project at his discretion.

Q. Are we required to install a Construction Entrance?

A. No. The primary construction entrance will be through the Main Gate onto campus. The Rear Gate can be used during the course of construction with advanced permission by the Owner.

Q. Are there any details on the retaining walls?

A. There are no details for the retaining walls. Refer to Specification Section 32 32 23 Segmental Retaining Walls for more information.

**D. Storm Drains**

Q. There are 3 different details for the bedding requirements on the storm drains. Please clarify what the stone backfill requirements are for this project?

A. There are only 2 details for the storm drain bedding on Drawing C5.1 that describe the bedding requirements, one for paved and one for unpaved. Detail 2 on Drawing C5.2 is for the water pipe to serve the hydrant.

Q. Storm Structure S-9 in the Table on Drawing C4.1 shows a New 18" HDPE Line, but the plan view shows an existing 18" RCP line. Which is correct?

A. There is a new 18" HDPE line between S-8 and S-9 and there is an existing 18" RCP line that leaves S-9. Revise Table on Drawing C4.1 S-9 - Out to read "Pipe Material – Existing RCP."

Q. Drawing C4.1 shows the roof drain lines being PVC but the detail page C5.2 show it being HDPE. Which is correct?

A. The roof drain is PVC and it ties into the storm system which is HDPE.

Q. Are Cleanouts required for the Roof Drains?

A. Yes, cleanouts should be provided at all end runs, junctions, or turns and tops brought to flush with proposed grades.

Q. Can we use RCP without bedding in lieu of HDPE?

A. Yes. RCP can be used on the project.

**E. Irrigation**

Q. Is the site to be irrigated? Is there an irrigation meter existing on the project site, if so what is the size and location of the meter? If not please provide location and tie-in point to the existing water line and meter size.

A. No. The site is not to be irrigated.

**F. Toilet Accessories**

Q. We cannot find toilet accessories TA-10 and TA-11 in the Bradley catalog.

A. Contact Chris Schmid at the Bradley Corporation. Phone: 262.532.5995 or [chris.schmid@bradleycorp.com](mailto:chris.schmid@bradleycorp.com) for more information on the replacement parts.

**G. Glu-Lam Beams**

Q. Are there any LEED requirements for the Glu-Lam beams at the Therapy Pool?

A. There are no LEED requirements for the Glu-Lam Beams.

**H. Interior Walls**

Q. Are interior CMU walls that are to be removed and patched for a new use required to be toothed-in to the existing walls.

A. Yes. All new CMU is required to be toothed-in to existing CMU coursing.

**I. Wall Bracing**

Q. Are the wall bracing details shown on Drawing S2.3 to be used at all new wall construction within the existing buildings or the new Therapy Pool and Administration areas only?

A. The details are intended to apply to all new and modified existing non-load bearing CMU walls that are not braced by an intersecting wall for a distance greater than 36 times the thickness of the wall per the notes on the details on Drawing S2.3.

**J. Exterior Demolition**

Q. Structural Drawing S3.2 shows the complete demolition of approximately 20' of exterior wall (CMU and brick) on the F Wing Dormitory East and West walls from -6'-0" to the roof, however the demolition plans only indicate limited wall removal at the new windows and louvers. Which is correct?

A. Structural Drawing S3.2 is correct. Also refer to revised Drawing AD1.6. Attached.

Q. Can the exterior demolition be accomplished at one time or must it be phased.

A. The exterior demolition should be on the same phasing schedule as the area that is under construction at the time.

**K. Crawl Space**

Q. Has the fireproofing on the crawl space steel been tested for asbestos?

A. The fireproofing on the crawl space steel has not been tested for asbestos. The fireproofing will be tested before work is to be performed in the crawl space. If hazardous materials are required to be removed due to the scope of the work of the project, removal will be provided by the Owner before and during the project and coordinated with the successful bidder at the appropriate time.

Q. Does the coating on the crawl space steel contain lead paint?

A. The coating on the crawl space steel has not been tested for lead paint. The coating will be tested before work is to be performed in the crawl space. If hazardous materials are required to be removed due to the scope of the work of the project, removal will be provided by the Owner before and during the project and coordinated with the successful bidder at the appropriate time.

Q. It has been determined that the existing fireproofing can be removed from the steel by scraping. If the fireproofing is found free from asbestos, can we spread this material in the crawlspace in lieu of disposing of it?

A. No. The fireproofing material will need to be disposed of properly.

Q. Is the Dormitory crawl space considered a confined space by OSHA?

A. The crawl space may be defined by OSHA as a confined space. Contractor to verify the OSHA requirements of a confined space and meet the standards.

Q. The existing drawing A-15 detail 1/A15 does not show a shelf angle at the first floor level. In order to view the existing beam and columns at this level a significant amount of the brick veneer will have to be removed. Do we need to provide structure to shore up the brick above what is removed?

A. It is the Contractors responsibility to provide temporary shoring of the brick and CMU as required to clean the steel. The Contractor should demolish the minimum amount to achieve the requirements on S1.4.

Q. Drawing S1.4 Notes call for uncovering the steel at columns down to the base plate below grade. This will require the removal of not only the CMU wrap but also the concrete encasement below grade. Is this correct?

A. Remove items described on S1.4. Only include in the base bid removal of the concrete encasement at the columns indicated with a single asterisk as indicated on Drawing 2/S1.4.

Q. Will the Contractor need to excavate down at the north end of the dorms in order to remove the brick veneer and CMU wrap around the columns and beams?

A. Yes, there will be excavation required.

Q. The columns adjacent to the connectors cannot be exposed without major demolition at the connectors. Does this demolition need to be included in the bid?

A. All demolition and repair required to complete the defined scope of the work shall be included in the base bid.

Q. Are there details of how the walls are to be restored after the demolition to clean the steel?

A. The Contractor should match the existing conditions when restoring the wall.

## **CHANGES TO THE PROJECT MANUAL**

### **4.01 SECTION 04 20 01 – MASONRY VENEER**

A. Insert Revised Section dated 16 April 2010 into Project Manual. Attached.

### **4.02 SECTION 12 24 00 - ROLLER WINDOW SHADES**

A. Revise the following Paragraph under 2.03.A.1 FABRIC to read "Type, color, and pattern: Draper Window Shade Fabric - SheerWeave Series SW2701/2703/2705/2710 by Phifer. Openness Factor: 5% (basis of design)"

## **CHANGES TO THE DRAWINGS**

### **5.01 DRAWING AD1.6 – F WING DORMITORY DEMOLITION PLANS**

A. Add note on plan to read "Refer to Structural Drawings for extent of wall demolition. Insert revised Drawing AD1.6 dated 16 Apr 10. Attached.

### **5.02 DRAWING A1.2 – B WING EDUCATIONAL GROUND FLOOR PLAN**

A. Add A1 Series Drawing Note 35 to read "Existing wall murals to remain and to be protected during construction. Wall around mural to be painted." Insert revised Drawing A1.2 dated 16 Apr 10. Attached.

### **5.03 DRAWING A1.3.2 – C WING EDUCATIONAL GROUND FLOOR NOTED PLAN**

A. Add A1 Series Drawing Note 35 to read "Existing wall murals to remain and to be protected during construction. Wall around mural to be painted." Relocate 4-Light Alarm Panel. Insert revised Drawing A1.3.2 dated 16 Apr 10. Attached.

### **5.04 DRAWING A10.4 – EXTERIOR STOREFRONT TYPES**

A. Add note on Storefront Type A1 to read "Provide roller shades as indicated in specification." Insert revised Drawing A10.4 dated 16 Apr 10. Attached.

**5.05 DRAWING E1.3.1 – C WING POWER/TELECOM PLAN**

- A. Relocate 4-Light Alarm Panel. Insert revised Drawing E1.3.1 dated 6 Apr 10. Attached.

**APPROVAL OF ADDITIONAL PRODUCTS/SYSTEMS**

**6.01 SECTION 07 41 13 – METAL ROOF PANELS**

- A. Paragraph 2.01.B.1 add “Dimensional Metals, Inc.” to list of Acceptable Manufacturers.

**6.02 SECTION 07 42 64 – METAL COMPOSITE MATERIAL WALL PANELS**

- A. Paragraph 2.02.A add “Advanced Exterior Systems-DDS 5000-Rainscreen Attachment System” to list of Acceptable Manufacturers.

**6.03 SECTION 07 95 13 – EXPANSION JOINT COVER ASSEMBLIES**

- A. Paragraph 2.03.A add “MM Systems Corp” to list of Acceptable Manufacturers.
- B. Paragraph 2.04.A add “MM Systems Corp” to list of Acceptable Manufacturers.
- C. Paragraph 2.03.A add “Construction Specialties Group” to list of Acceptable Manufacturers.
- D. Paragraph 2.04.A add “Construction Specialties Group” to list of Acceptable Manufacturers.

**6.04 SECTION 08 11 13 – HOLLOW METAL DOORS AND FRAMES**

- A. Paragraph 2.01.A add “Metal Products Group” to list of Acceptable Manufacturers.

**6.05 SECTION 10 71 13 – FIXED SUN SCREENS**

- A. Paragraph 2.01.A add “Construction Specialties Group” to list of Acceptable Manufacturers.
- B. Paragraph 2.01.A add “Atoms AP, LLC” to list of Acceptable Manufacturers.
- C. Paragraph 2.01.A add “Petersen Metal Products, Fixed Sunshades” to list of Acceptable Manufacturers.
- D. Paragraph 2.01.A add “Peachtree Protective Cover – Solar Control Devices” to list of Acceptable Manufacturers.

**6.06 SECTION 12 48 13 – ENTRANCE FLOOR MATS AND FRAMES**

- A. Paragraph 2.01.A add “Construction Specialties Group – Pedigrid GI/Level Base Frame” to list of Acceptable Manufacturers.

**6.07 SECTION 23 21 13 – HYDRONIC PIPING**

- A. Paragraph 2.6.C.1 add “Nexus Valve: [www.nexusvalve.com](http://www.nexusvalve.com)” to list of Acceptable Manufacturers.
- A. Paragraph 2.6.D.1 add “Nexus Valve: [www.nexusvalve.com](http://www.nexusvalve.com)” to list of Acceptable Manufacturers.

**6.08 SECTION 23 31 13 – METAL DUCTS**

- A. Paragraph 2.7.A add “KE-Fibertec, Fabric Duct” to list of Acceptable Manufacturers.

**6.09 SECTION 26 51 00 – INTERIOR LIGHTING**

- A. Add “Hevi Lite, Inc.” to list of Acceptable Manufacturers for Type M.
- B. Add “Pathway” to list of Acceptable Manufacturers for Type Q.

- C. Add "Impact Lighting" to list of Acceptable Manufacturers for Type Q.
- D. Add "Pathway" to list of Acceptable Manufacturers for Type S.
- E. Add "Impact Lighting" to list of Acceptable Manufacturers for Type S.

**6.10 SECTION 26 56 00 – EXTERIOR LIGHTING**

- A. Add "Emco Lighting" to list of Acceptable Manufacturers for Type A1.
- B. Add "Emco Lighting" to list of Acceptable Manufacturers for Type A2.
- C. Add "Gardco" to list of Acceptable Manufacturers for Type B1.
- D. Add "Capri" to list of Acceptable Manufacturers for Type B2.

**6.11 SECTION 32 32 23 – SEGMENTAL RETAINING WALL**

- A. Paragraph 2.1 add "RidgeRock Retaining Wall Systems" to list of Acceptable Manufacturers.

**END OF ADDENDUM NUMBER TWO**

## SECTION 04 20 01

### MASONRY VENEER

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Clay Facing Brick.
- B. Mortar and Grout.
- C. Reinforcement and Anchorage.
- D. Flashings.
- E. Installation of Lintels.
- F. Accessories.

##### 1.02 SUBMITTALS

- A. See Section 01 33 00 for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, and mortar.
- C. Samples: Submit four samples of facing brick units and colored mortar to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

##### 1.03 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/ASCE 5/TMS 402 and ACI 530.1/ASCE 6/TMS 602, except where exceeded by requirements of the contract documents.
- B. Special Inspections for this project shall be as required by the Statement of Special Inspections for Masonry Construction, as defined below.
  - 1. Periodic Special Inspections: Part-time or intermittent observation of work requiring inspection by an approved special inspector who is present in the area where the work has been or is being preformed and at the completion of work.
- C. Report Requirements:
  - 1. Special Inspectors shall keep records of inspections. The Special Inspector shall furnish inspection reports to the Architect.
  - 2. Reports shall indicate that work inspected was done in conformance to approved construction documents. Nonconformances shall be brought to the immediate attention of the Contractor for correction.
  - 3. A final report of inspections documenting required special inspections and correction of nonconformances noted in the inspections shall be submitted at the conclusion of the Work.
- D. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source or producer for each aggregate.
  - 1. Note: Masonry Cement is not allowed on this project.

##### 1.04 MOCK-UP

- A. Construct a masonry wall as a mock-up panel sized 4 feet long by 4 feet high; include mortar and accessories and structural backup in mock-up.

- B. Locate where directed.
- C. Mock-up may not remain as part of the Work.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.
- B. Store all masonry units off of the ground on pallets.

#### **1.06 FIELD CONDITIONS**

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

### **PART 2 PRODUCTS**

#### **2.01 BRICK UNITS**

- A. Manufacturers:
  - 1. Carolina Ceramics Brick Company (Basis of Design): [www.carolinaceramics.com](http://www.carolinaceramics.com)
  - 2. Boral Bricks, Inc: [www.boralbricks.com](http://www.boralbricks.com).
  - 3. Lee Brick: [www.leebrick.com](http://www.leebrick.com).
- B. General: Provide shapes indicated and as follows:
  - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
- C. Facing Brick: ASTM C 216, Type FBS, Grade SW.
  - 1. Unit Compressive Strength: 3000-psi-minimum, average net-area compressive strength.
  - 2. Initial Rate of Absorption: Less than 20 g/30 sq. in. per minute when tested per ASTM C 67.
  - 3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
  - 4. Color and texture: Cambridge by Calolina Ceramics Brick Company (Basis of Design). Verify match with existing brick. Proceed only after approval from Architect.
  - 5. Modular size: To match existing.

#### **2.02 MORTAR AND GROUT MATERIALS**

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold weather construction; color as required to produce approved color sample.
- B. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207.
- C. Mortar Cement: ASTM C 1329.
  - 1. Available Products:
    - a. Giant Cement
- D. Colored Cement Product: Packaged blend made from portland cement and lime or mortar cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.

1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
  2. Pigments shall not exceed 10 percent of portland cement by weight.
  3. Pigments shall not exceed 5 percent of mortar cement by weight.
  4. Available Products:
    - a. Colored Mortar Cement:
      - 1) Giant Cement.
  5. Color: To match existing.
- E. Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
- F. Aggregate for Grout: ASTM C 404.
- G. Water: Clean and potable.

### 2.03 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A 615/A 615M, grade 60 (420) yield grade, deformed billet bars; galvanized.
- B. Joint Reinforcement: Truss type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 5/8-inch of mortar coverage on each exposure.
1. Manufacturers:
    - a. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - b. Hohmann & Barnard, Inc: [www.h-b.com](http://www.h-b.com).
    - c. Masonry Reinforcing Corporation of America: [www.wirebond.com](http://www.wirebond.com).
- C. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
1. Anchor plates: Not less than 0.075 inch thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
  2. Wire ties: Manufacturer's standard shape, 0.1875 inch thick.
  3. Vertical adjustment: Not less than 3-1/2 inches.

### 2.04 FLASHINGS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.028 inch thick.
  2. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
- B. Flexible Flashing: For flashing not exposed to the exterior, use the following, unless otherwise indicated.
1. Rubberized Asphalt Flashing: Self-adhering composite material comprising rubberized asphalt adhesive compound bonded to cross-laminated polyethylene film, minimum 0.040 inch total thickness. Provide Peel-N-Seal manufactured by Advanced Building Products, Inc.
- C. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

- D. Termination Bars: 1/8-inch thick stainless steel or aluminum bar by 1-1/4-inch long, with holes at 16-inches on center.

## 2.05 ACCESSORIES

- A. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- B. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or urethane.
- C. Mesh Weeps/Vents: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch less than depth of outer wythe; in color selected from manufacturer's standard.
  - 1. Manufacturers:
    - a. CavClear/Archoventions, Inc: [www.cavclear.com](http://www.cavclear.com).
    - b. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - c. Hohmann & Barnard, Inc: [www.h-b.com](http://www.h-b.com).
    - d. Masonry Reinforcing Corporation of America: [www.wirebond.com](http://www.wirebond.com).
- D. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage. Provide system manufactured by Mortar Net USA, Ltd.
- E. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## 2.06 MORTAR AND GROUT MIXES

- A. Mortar for Unit Masonry: ASTM C 270, Proportion Specification.
  - 1. Masonry below grade and in contact with earth: Type S.
  - 2. Exterior, non-loadbearing masonry: Type N.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.
- C. Grout: ASTM C 476. Consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.
- D. Mixing: Use mechanical batch mixer and comply with referenced standards.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### 3.02 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

- C. Brick Units:
  - 1. Bond: Running.
  - 2. Mortar Joints: To match existing.

### **3.03 PLACING AND BONDING**

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- C. Remove excess mortar as work progresses.
- D. Interlock intersections and external corners.
- E. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- F. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- G. Isolate top joint of masonry veneer from horizontal structural framing members or support angles with compressible joint filler.

### **3.04 WEEPS**

- A. Install weeps in veneer walls at 24 inches on center horizontally above through-wall flashing, above shelf angles and lintels, and at bottom of walls.
- B. Install cavity mortar control at base of cavity as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.
- C. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.

### **3.05 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER**

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Lap joint reinforcement ends minimum 6 inches.
- D. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches on center vertically and 36 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 on center.

### **3.06 MASONRY FLASHINGS**

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
  - 1. Extend flashings full width at such interruptions and at least 4 inches into adjacent masonry or turn up at least 4 inches to form watertight pan at non-masonry construction.
  - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
  - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Extend metal flashings through exterior face of masonry and turn down to form drip.
- C. Lap end joints of flashings at least 4 inches and seal watertight with mastic or elastic sealant.

### **3.07 LINTELS**

- A. Install steel lintels where indicated.
- B. Refer to Structural for bearing information.

### **3.08 CONTROL AND EXPANSION JOINTS**

- A. General: Install control and expansion joints in unit masonry where indicated. Build-in related items as masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.
- B. Form expansion joints in brick made from clay or shale as follows:
  - 1. Build flanges of factory-fabricated, expansion-joint units into masonry.
  - 2. Build in joint fillers where indicated.
  - 3. Form open joint of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Division 7 Section "Joint Sealants." Keep joint free and clear of mortar.

### **3.09 CUTTING AND FITTING**

- A. Cut and fit for pipes and conduit. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### **3.10 CLEANING**

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
  - 2. Protect adjacent surfaces from contact with cleaner.
  - 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing the surfaces thoroughly with clear water.
  - 4. Clean brick by the bucket-and-brush hand-cleaning method described in BIA Technical Notes No. 20, using job-mixed detergent solution.
  - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

### **3.11 MASONRY WASTE DISPOSAL**

- A. Masonry Waste Disposal: Dispose of clean masonry waste, including broken masonry units, waste mortar, and excess or soil-contaminated sand, by crushing and mixing with fill material as fill is placed.
  - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.
  - 2. Remove excess, clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

### **3.12 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION**

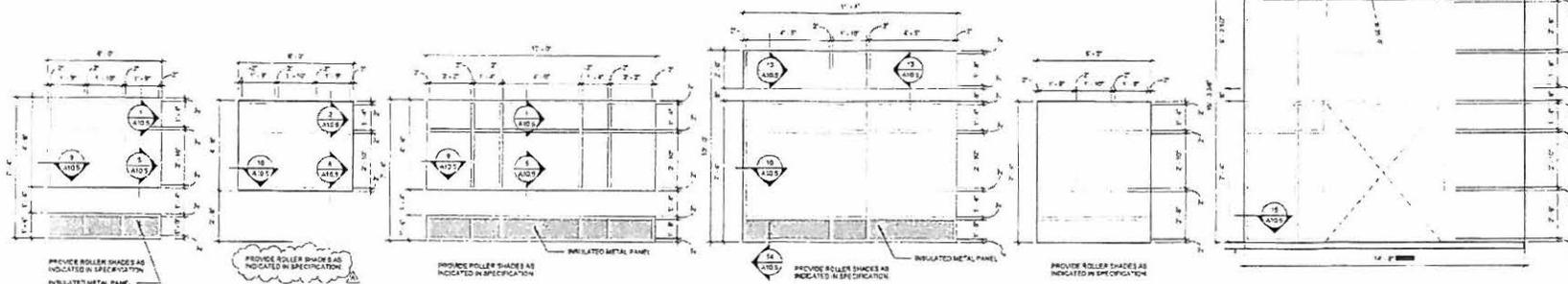




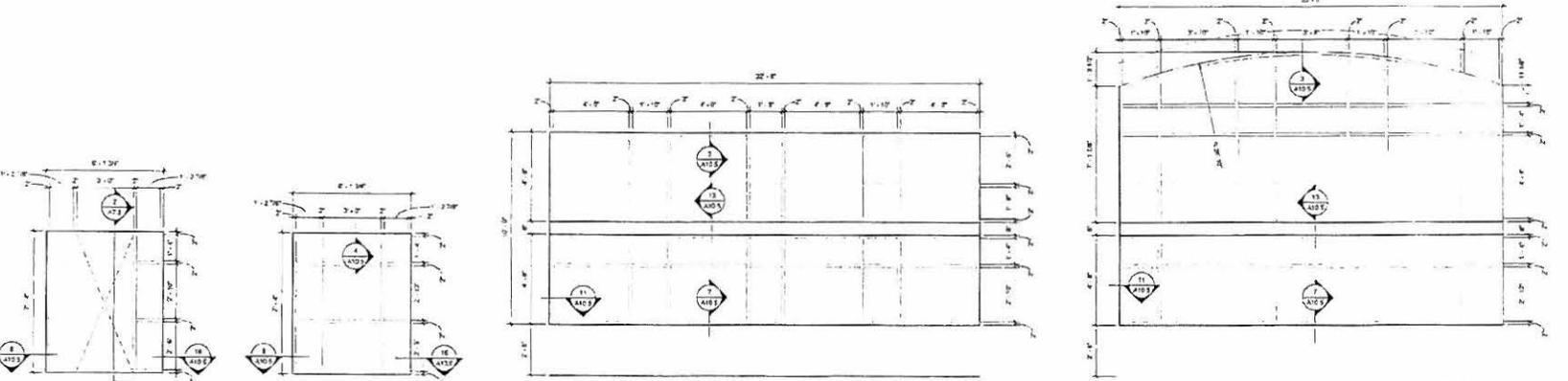


EXTERIOR STOREFRONT DOOR AND WINDOW FRAME TYPES

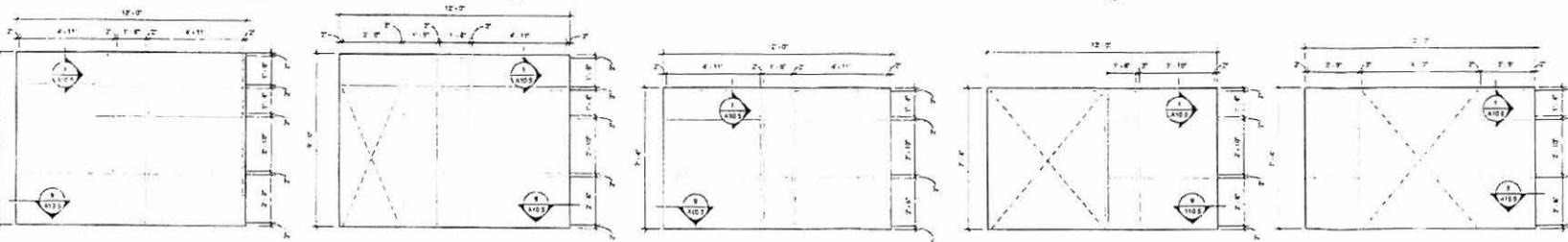
PROVIDE TEMPERED GLAZING IN WINDOWS AND DOORS. REFER TO SPECIFICATION IN BC 02



1 STOREFRONT - TYPE A  
 2 STOREFRONT - TYPE A1  
 3 STOREFRONT - TYPE B  
 4 STOREFRONT - TYPE C  
 5 STOREFRONT - TYPE D  
 6 STOREFRONT - TYPE E



7 STOREFRONT - TYPE F  
 8 STOREFRONT - TYPE G  
 9 STOREFRONT - TYPE H  
 10 STOREFRONT - TYPE J



11 STOREFRONT - TYPE K  
 12 STOREFRONT - TYPE L  
 13 STOREFRONT - TYPE M  
 14 STOREFRONT - TYPE N  
 15 STOREFRONT - TYPE O

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Project  
**SOUTH CAROLINA**  
 HERBERT CENTER RENOVATION  
 SC School for the Deaf & the Blind  
 Spartanburg, SC

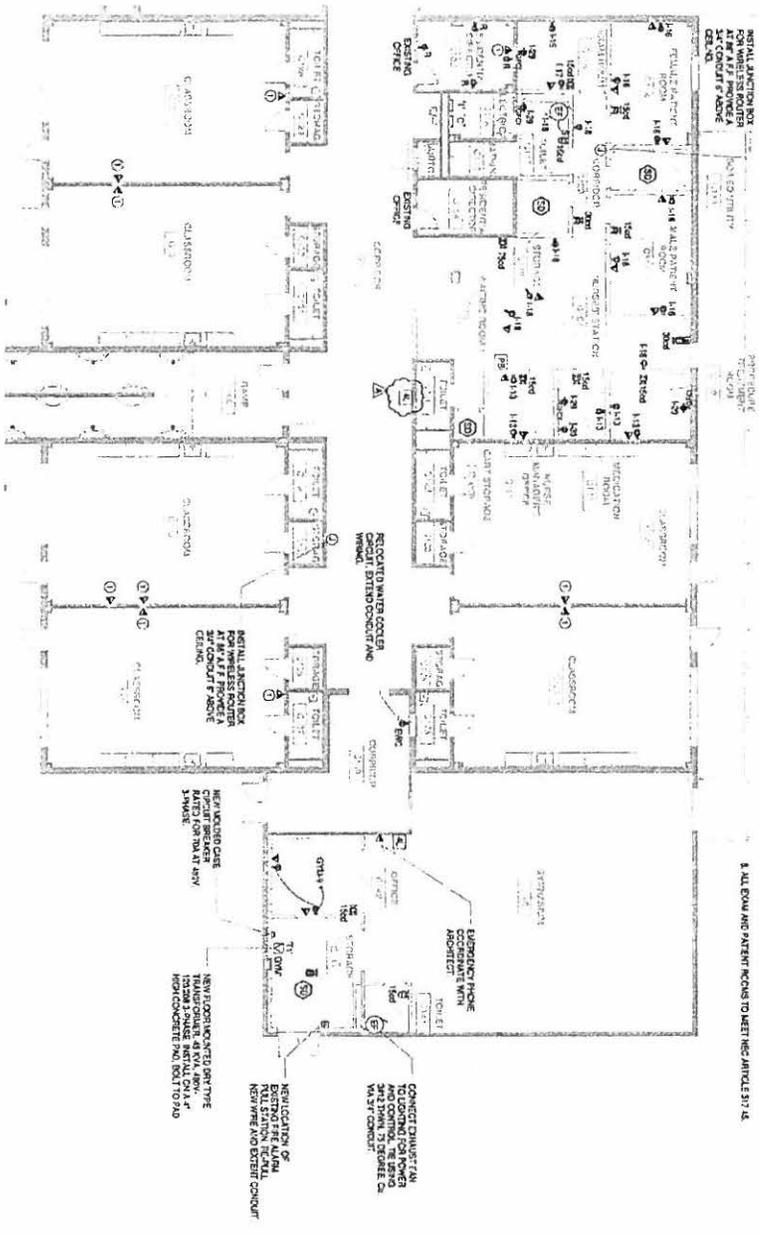
State Project Number: H75-0642 JM  
 Project Number: 08231  
 Drawn By: AJC  
 Checked By: JAT  
 Date: 25 Mar 10  
 Revision:  
 A 16 Apr 10 AJC Alteration No. 2

Drawing  
 Exterior Storefront  
 Types

A10.4

5

① C Wing Power/Electrom Plan  
18.04.2018



- CONCRETE/CONCRETE ARMCHairs**
- EXISTING POWER WIRING THROUGH CONCRETE ARMCHairs SHALL BE RELOCATED TO THE PERIPHERY OF THE ROOMS TO BE RENOVATED. ALL WIRING SHALL BE PROTECTED BY RIGID CONDUIT THROUGH THE CONCRETE ARMCHairs.

- GENERAL CONCRETE/CONCRETE ARMCHairs**
- TYPE IJC CONCRETE SHALL BE USED FOR ALL NEW CONCRETE WORK. ALL CONCRETE SHALL BE PROTECTED BY RIGID CONDUIT THROUGH THE CONCRETE ARMCHairs.
  - ALL CONCRETE WORK SHALL BE PROTECTED BY RIGID CONDUIT THROUGH THE CONCRETE ARMCHairs.
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  - ALL CONCRETE WORK SHALL BE PROTECTED BY RIGID CONDUIT THROUGH THE CONCRETE ARMCHairs.

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REV: JJ



E1.3.1

C Wing Power/Electrom Plan

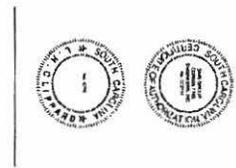
Drawn

3048 Project Number: H23-230-04  
 Project Name: Herbert Center Renovation  
 Drawn By: [Name]  
 Checked By: [Name]  
 Date: 24 May 2018  
 Location: [Address]  
 Scale: 1/4" = 1'-0"

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SE-330  
Bid Form

2008 Edition  
(Revised 12-12-07)

*Bids shall be submitted only on SE-330*

BID SUBMITTED BY: Yeargin Potter Shackelford Construction, Inc.  
(Bidder's Name)

BID SUBMITTED TO: South Carolina School for the Deaf and the Blind  
(Agency Name)

FOR PROJECT: H75-9542-JM Herbert Center Renovation  
(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 - 4/8/2010

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 Alternate Base Bids, 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.

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):  
Additions and renovations to the Herbert Center as defined in the Drawings and Specifications.

4,488,000.00, which sum is hereafter called the BASE BID No. 1.  
(enter BASE BID in figures only)

(If there are additional Base Bids insert the following for each):



**SE-330 Bid Form**

2008 Edition  
(Revised 12-12-08)

- 8. 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.
- 9. 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: 57-0772995  
 OR  
 SOCIAL SECURITY NUMBER: \_\_\_\_\_

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

<u>BD5</u>	<u>N/A</u>	<u>Unlimited</u>
<i>(Classification)</i>	<i>(Subclassification)</i>	<i>(Limitations)</i>

G13011

*(SC Contractor's License Number)*

**SIGNATURE**

Yeargin Potter Shackelford Construction, Inc.

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

121 Edinburgh Court, Greenville, SC 29607

*(Mailing Address for the above)*

BY: *Ron Farley* 4/22/2010  
*(Signature)* *(Date)*

Sr. Vice President (864) 232-1491  
*(Title)* *(Phone)*

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, Wendy E. Lahm its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any location within the United States, the following surety bond:

Principal Name: Yeargin Potter Shackelford Construction, Inc.
Obligor Name: South Carolina School for the Deaf & Blind
LMS Surety Bond Number: Bid Bond Bond Amount: See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of MARCH, 2009.

LIBERTY MUTUAL INSURANCE COMPANY



Garnet W. Elliott

By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of MARCH, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of April, 2010.



By David M. Carey
David M. Carey, Assistant Secretary



## Bid Tabulation Sheet

**Herbert Center Renovation – SCSDB**

**H75-9542-JM**

**2:00 PM 22 April 2010**

	Able Constructors, Inc. 35-A Cessna Court  Greenville, SC 29607	Arnold Construction 720 Lady Street  Columbia, SC 29201	Brantley Construction Co. 830C Dorchester Road  Charleston, SC 29418	Contract Construction, Inc. P.O. Box 269  Ballentine, SC 29002
<u>Bid Security</u>				
Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②
Unit Prices 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SC License Number	G106514	G94425	G111944	G11081
Base Bid Amount	<u>\$ 5,252,222.00</u>	\$ .....	\$ .....	<u>\$ 5,043,000.00</u>

<u>Subcontractor Specialty</u>	Subcontractor's Name or Prime Bidder's Name			
HVAC	Southern Mechanical			Phoenix Mechanical
Electrical	Bobby Jackson Electrical			Bobby Jackson Electrical
Fire Protection	A & A Fire Protection			A & A Fire Protection

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



### Bid Tabulation Sheet

Herbert Center Renovation – SCSDB

H75-9542-JM

2:00 PM 22 April 2010

Hickory Construction Co., Inc  
1728 9<sup>th</sup> Ave N.W.

Hogan Construction Group  
127 Kiowa Lane

J.B. Jones Jr. Construction Co., Inc.  
P.O. Box 847

J.M. Solesbee Construction Co., Inc.  
118 Ian Court

Hickory, NC 28602

Piedmont, SC 29673

Abbeville, SC 29620

Spartanburg, SC 29306

Bid Security

Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②
Unit Prices 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SC License Number	G10369	G115297	G12775	G10345
Base Bid Amount	<u>\$5,270,000.00</u>	\$ .....	\$ .....	\$ .....

Subcontractor Specialty

	Subcontractor's Name or Prime Bidder's Name			
HVAC	Phoenix Mechanical			
Electrical	Bobby Jackson Electrical			
Fire Protection	A & A Fire Protection			

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



## Bid Tabulation Sheet

**Herbert Center Renovation – SCSDB**

**H75-9542-JM**

**2:00 PM 22 April 2010**

	LML Construction P.O. Box 5836  Greenville, SC 29606	Marsh/Bell Construction Co., Inc. P.O. Box 51190  Piedmont, SC 29673	MB Kahn Construction Co., Inc. P.O. Box 8309  Greenville, SC 29604	Meybohm and Associates 4240 Washington Road  Evans, GA 30809
<u>Bid Security</u>				
Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	① ②	① ②	① ② <input checked="" type="checkbox"/>	① ②
Unit Prices 1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SC License Number	G115350	G11901	G10572 (Columbia)	G10105
Base Bid Amount	\$ .....	\$ .....	<u>\$ 4,834,800.00</u>	\$ .....

<u>Subcontractor Specialty</u>	Subcontractor's Name or Prime Bidder's Name			
HVAC			Regional Mechanical	
Electrical			Bobby Jackson Electrical	
Fire Protection			A & A Fire Protection	

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



### Bid Tabulation Sheet

Herbert Center Renovation – SCSDB

H75-9542-JM

2:00 PM 22 April 2010

Murray Construction Company of  
Monroe, Inc.  
P.O. Box 1459  
  
Monroe, NC 28111

Perry Bartsch Jr. Construction Co., Inc.  
196 Coxe Avenue  
  
Asheville, NC 28801

SYS Constructors  
20 Brozzini Court  
  
Greenville, SC 29615

THS Constructors, Inc.  
150 Executive Center Drive  
Suite 108  
  
Greenville, SC 29615

Bid Security

Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②
Unit Prices 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SC License Number	G107056	G115325	G10734	G111634

Base Bid Amount      \$ 5,599,400.00      \$ .....      \$ 4,495,000.00      \$ .....

<u>Subcontractor Specialty</u>	Subcontractor's Name or Prime Bidder's Name			
HVAC	Phoenix Mechanical		Regional Mechanical	
Electrical	Bobby Jackson Electrical		Bobby Jackson Electrical	
Fire Protection	A & A Fire Protection		A & A Fire Protection	

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



### Bid Tabulation Sheet

Herbert Center Renovation – SCSDB

H75-9542-JM

2:00 PM 22 April 2010

Van Winkle and Company  
1731 Commerce Drive  
Suite 110

Yeargin Potter Shackleford  
121 Edinburg Court

Atlanta, GA 30307

Greenville, SC 29607

Bid Security

Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input checked="" type="checkbox"/> ① <input checked="" type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②	<input type="checkbox"/> ① <input type="checkbox"/> ②
Unit Prices 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SC License Number	G108730	G13011		
Base Bid Amount	\$ <u>4,956,000.00</u>	\$ <u>4,488,000.00</u>	\$ .....	\$ .....

Subcontractor Specialty

	Subcontractor's Name or Prime Bidder's Name			
HVAC	Regional Mechanical	Regional Mechanical		
Electrical	Fountain Services	Bobby Jackson Electrical		
Fire Protection	A & A Fire Protection	A & A Fire Protection		

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



### Bid Tabulation Sheet

Herbert Center Renovation – SCSDB

H75-9542-JM

2:00 PM 22 April 2010

Bid Security

Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input type="checkbox"/> ① <input type="checkbox"/> ②			
Unit Prices 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SC License Number				
Base Bid Amount	\$ .....	\$ .....	\$ .....	\$ .....

**Base Bid Work**

Subcontractor Specialty

	Subcontractor's Name or Prime Bidder's Name			
HVAC				
Electrical				
Fire Protection				

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



# Bid Tabulation Sheet

Herbert Center Renovation – SCSDB

H75-9542-JM

2:00 PM 22 April 2010

### Bid Security

Certified Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SE-335 Bid Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Bid Bond Authorization Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendums Acknowledged	<input type="checkbox"/> ① <input type="checkbox"/> ②			
Unit Prices 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SC License Number				

Base Bid Amount      \$ .....      \$ .....      \$ .....      \$ .....

### Base Bid Work

#### Subcontractor Specialty

	Subcontractor's Name or Prime Bidder's Name			
HVAC				
Electrical				
Fire Protection				

Bids Opened and Read By: John O'Brien, Construction Manager, South Carolina School for the Deaf and the Blind

Bids Witnessed By: Anna King, AIA, LEED AP



# SE-370 Notice of Intent to Award

2008 Edition

AGENCY: South Carolina School for the Deaf and the Blind  
*(Agency Name)*

PROJECT: H75-9542-JM Multihandicapped School Construction/Herbert Center Renovation  
*(Project Number)* *(Project Name)*

**TO ALL BIDDERS:**

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): SYS Constructors, Inc.

DATE BIDS WERE RECEIVED: April 22, 2010

AMOUNT OF BASE BID: \$ 4,495,000.00

ALTERNATE(S) ACCEPTED: # N/A Total: \$ 0.00

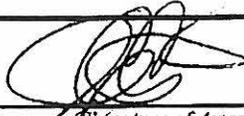
TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ 4,495,000.00

Remarks: *(In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT TO PROTEST:**

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-ose@mmsc.gov](mailto:protest-ose@mmsc.gov)

 April 22, 2010  
*(Signature of Awarding Authority)* *(Date Posted)*

*JL 4/22/10*

Jon Castro Chief Financial Officer  
*(Print or Type Name of Awarding Authority)* *(Awarding Authority Title)*

**INSTRUCTIONS TO THE AGENCY:**

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.

# Regional Mechanical Services, Inc.

101 Boozer Road Piedmont, SC 29673  
Phone (864) 306-1122 Fax (864) 373-9980

April 22, 2010

To: All Bidders  
License: M#104077 unlimited  
Project: Herbert Center  
Spartanburg, SC

We are pleased to quote the project listed above. Our bid includes all Mechanical Equipment, Ductwork, Piping, Air Balance and Controls as listed on the Mechanical Drawings.

**Total Price: \$1,059,269.00**

We acknowledge 2 addendums

We do not include:

- Electrical
- VFD covered under Division 16
- Motor Starter covered under Division 16
- Concrete
- Roofing
- Port-a-potties
- Dumpsters for clean-up

**Note: Bonding @ 1.5% is not included in price.**

Please call with any questions.

Thanks,

Joey Patterson  
Project Manager  
Regional Mechanical  
101 Boozer Road  
Piedmont, SC 29673  
(864) 306-1122  
Fax (864) 306-8822  
Cell (864) 420-0370  
[joeypatterson@charterinternet.com](mailto:joeypatterson@charterinternet.com)



# Bobby Jackson Electrical, Inc.

536 UNION STREET SPARTANBURG, SC 29306  
(864) 583-6035  
FAX (864) 583-2757

April 22, 2010 - REVISED

Herbert Center  
Deaf & Blind School  
Sptbg., SC

License #M1883

Furnish & install lighting, gear, panelboards, conduit, wiring, devices,  
fire alarm as per plans & specs.

Price: \$250,236.00

2 addendums

Thank you,

Bobby Joe Jackson,  
President

Add for structured cabling

add 45,000.00



MECHANICAL

CORPORATION

P.O. Box 5047

Greenville, SC 29606

(864) 277-1161

Main Office Fax (864) 277-9647

Estimating Fax (864) 299-0396

April 20, 2010

To: Bidding Contractor

From: G-M Mechanical Corp.

Re: Herbert Center Renovation

We are pleased to provide the following bid for the plumbing on the above referenced project. Our price is per plumbing drawings and specification division 22.

We Acknowledge Addendum: 1 & 2

**Plumbing Bid: \$160,995.00**

**Plumbing Scope:**

Demo and install plumbing piping and fixtures as shown on plumbing drawings. We also include plumbing piping insulation.

**We do not include:**

- 1-Rock
- 2-Bond
- 3-Electrical
- 4-Impact or tap fees
- 5-Roof, wall, or floor openings or patching of the same

Thanks,

David Stowe

**FAX QUOTATION.....from:**

**BARTIMAEUS, INC.**

Date/Time: 4/9/2010 11:06:45 AM

600 Progress Industrial Blvd., Ste 201  
LAWRENCEVILLE, GA 30043

EF #: 33835 S/R

p. 770-339-8644, p. 888-699-3883  
f. 770-339-7262

**PROJECT: Herbert Center - School for Deaf & Blinds**

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: Dave Newman

TO: Estimating

COMPANY:

Main Phone#:

Fax No:



BIDDING ON: Drapery Track & Shades

SPECIFICATION SECTION: 122116 & 122400

BID INCLUDES: Furnish and Install:

\$20,480.00

This price includes (4) Cubicle Curtain Tracks and (140) Manual Roller Shades with Fascia & End Caps per plans and specs.

**EXCLUSIONS:**

PRICE IS GOOD FOR: 60 DAYS

TAX IS: INCLUDED

APPROXIMATE DELIVERY DATE: 4 to 5 weeks

**COMMENTS**

**NOTES:**

We have seen Addendum Number (s) 1 & 2

Please sign below and return via fax if you would like us to proceed, order will not be processed without this signature.

SIGNATURE FOR

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

PRINT NAME AND TITLE: \_\_\_\_\_

**PLEASE NOTE: Projects under \$5000 will be processed as standard invoice or purchase order. No retainage will be held out. All blocking, sheet rock and wiring to be by others.**

Offices in Atlanta, GA - Orlando, FL - Charlotte, NC

GSA Contract: GS-03F-0045W

**Anna King**

---

**From:** Anna King  
**Sent:** Friday, April 16, 2010 1:22 PM  
**To:** Anna King  
**Subject:** ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM  
**Attachments:** Addendum Number 2.pdf; Section042001.pdf; HerbertCenter\_Addendum2\_Drawings.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Find attached Addendum Two for State Project H75-9542-JM, South Carolina School for the Deaf and the Blind Herbert Center Renovation.

Please acknowledge receipt.



**Anna K. King, AIA, LEED AP**  
211 East Broad Street  
Greenville SC 29601  
(864) 232-8200 Ext. 1017  
[www.DP3Architects.com](http://www.DP3Architects.com)

 Please consider the environment before printing this e-mail

Recipient	Delivery	Read
Anna King	Delivered: 4/16/2010 1:22 PM	Read: 4/16/2010 1:26 PM
'jcastles@carolinasagc.org'		
'AHope@CarolinasAGC.org'		
'susan_goodman@mograw-hill.com'		
'devica.sampath@reedbusiness.com'		
'hccarolinas@isqft.com'		
'kpierson@isqft.com'		
'mncabe@mbkahn.com'		
'lmathis@marshbell.com'		
'bvibbert@murrayofmonroe.com'		
'pmoore@hickory-construction.com'		
'bstoner@ypsconst.com'		
'melissa@shermanconstruction.com'		
'wayland@shermanconstruction.com'		
'kitty.t@pioneerconst.com'		
'wesstyers@gphco.com'		
'kurtwells@vanwinkleco.com'		
'brandy@westelctrical.com'		
'malissa@contractconstruction.net'		
'rbennell@stovermechanical.net'		
'schambers@maybohmasocial.es.cor'		
'timt@solesbaeconstruction.com'		
'jpconstruct@aol.com'		
'djdoherty@sysconstructors.com'		
'bneal@sysconstructors.com'		
'mm@ablecon.com'		
'marlow.pfinc@verizon.net'		
'Bob Cook'		
'McVey, Jim'		
'O'Brien, John'		
'Joe Bryan'		
'Robert O. Geron'		
'Bill McMillin'		
'Lee Clippard'		
'Rafael Arena'		
'David Impson'		
'Bob Harrison'		
'kghizzoni@marshball.com'		

**Anna King**

---

**From:** System Administrator  
**To:** bstoner@ypsconst.com  
**Sent:** Friday, April 16, 2010 1:22 PM  
**Subject:** Undeliverable: ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM

Your message did not reach some or all of the intended recipients.

**Subject:** ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM  
**Sent:** 4/16/2010 1:22 PM

The following recipient(s) cannot be reached:

bstoner@ypsconst.com on 4/16/2010 1:22 PM

There was a SMTP communication problem with the recipient's email server. Please contact your system administrator.

<DP3AD02.dp3architects.com #5.5.0 smtp;550 Relay>

## Anna King

---

**From:** Anna King  
**Sent:** Friday, April 16, 2010 1:29 PM  
**To:** 'bstoner@ypsconst.com'  
**Subject:** FW: ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM  
**Attachments:** Addendum Number 2.pdf; Section042001.pdf; HerbertCenter\_Addendum2\_Drawings.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anna K. King, AIA, LEED AP  
DP3 Architects, Ltd.  
211 East Broad Street  
Greenville SC 29601  
(864) 232-8200 Ext. 1017  
[www.DP3Architects.com](http://www.DP3Architects.com)

---

**From:** Anna King  
**Sent:** Friday, April 16, 2010 1:22 PM  
**To:** Anna King  
**Subject:** ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM  
**Importance:** High

Find attached Addendum Two for State Project H75-9542-JM, South Carolina School for the Deaf and the Blind Herbert Center Renovation.

Please acknowledge receipt.



Anna K. King, AIA, LEED AP  
211 East Broad Street  
Greenville SC 29601  
(864) 232-8200 Ext. 1017  
[www.DP3Architects.com](http://www.DP3Architects.com)

 Please consider the environment before printing this e-mail

**Anna King**

---

**From:** System Administrator  
**To:** [bstoner@ypsconst.com](mailto:bstoner@ypsconst.com)  
**Sent:** Friday, April 16, 2010 1:29 PM  
**Subject:** Undeliverable: FW: ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM

Your message did not reach some or all of the intended recipients.

Subject: FW: ADDENDUM TWO: SCSDB Herbert Center Renovation H75-9542-JM  
Sent: 4/16/2010 1:29 PM

The following recipient(s) cannot be reached:

[bstoner@ypsconst.com](mailto:bstoner@ypsconst.com) on 4/16/2010 1:29 PM

There was a SMTP communication problem with the recipient's email server. Please contact your system administrator.

<DP3AD02.dp3architects.com #5.5.0 smtp;550 Relay>

EXH. # 8

**Neal Jennings**

**From:** Susan Robinson [susan@copyspotinc.com]  
**Sent:** Monday, April 19, 2010 1:16 PM  
**To:** Neal Jennings  
**Subject:** Herbert Ctr. Addendum #1 and #2  
**Attachments:** ADD#2(12)04-19-10.pdf; Add #1(9) 04-08-2010.pdf

Neal,

Attached are addenda for Herbert Ctr.  
The drawings are ready to pick up also.  
Thanks,

Susan Robinson  
the copy spot, inc.  
722-A Lowndes Hill Rd.  
Greenville, SC 29607  
Phone:(864)233-2646  
Fax:(864)233-2992  
susan@copyspotinc.com  
I'm a member; check us out!!  
[www.nawicgreenvillesc.org](http://www.nawicgreenvillesc.org)

4/27/2010

**Anna King**

---

**From:** Anna King  
**Sent:** Wednesday, April 07, 2010 2:05 PM  
**To:** Anna King  
**Subject:** ADDENDUM ONE: SCSDB Herbert Center Renovation H75-9542-JM  
**Attachments:** HerbertCenter\_Addendum Number 1.pdf; HerbertCenter\_Mandatory Pre-Bid Sign-In.pdf; 012100\_Allowances.pdf; HerbertCenter\_Addendum1\_RevisedDrawings.pdf; HerbertCenter\_ExistingDrawings-Mechical\_Structural.pdf

Find attached Addendum One for State Project H75-9542-JM, South Carolina School for the Deaf and the Blind Herbert Center Renovation.

Please acknowledge receipt.



**Anna K. King, AIA, LEED AP**  
211 East Broad Street  
Greenville SC 29601  
(864) 232-8200 Ext. 1017  
[www.DP3Architects.com](http://www.DP3Architects.com)

 Please consider the environment before printing this e-mail

**Recipient**

Anna King

'jcastles@carolinasagc.org'

'AHope@CarolinasAGC.org'

'susan\_goodman@mcgraw-hill.com'

'devica.sampath@reedbusiness.com'

'hccarolinas@isqft.com'

'kpierson@isqft.com'

'mccabe@mbkahn.com'

'lmathis@marshbell.com'

'bvibbert@murrayofmonroe.com'

'pmoore@hickory-construction.com'

'bstoner@ypsconst.com'

'melissa@shermanconstruction.com'

'wayland@shermanconstruction.com'

'kitty.t@pioneerconst.com'

'wesstyers@gphco.com'

'kurtwells@vanwinkleco.com'

'brandy@westelectrical.com'

'melissa@contractconstruction.net'

'rbennett@stovermechanical.net'

'schambers@meybohmasociates.com'

'tmt@solesbeeconstruction.com'

'jpconstruct@aol.com'

'jdoherty@sysconstructors.com'

'bneal@sysconstructors.com'

'mm@ablecon.com'

'marlow.pfiinc@verizon.net'

'Bob Cook'

'McVay, Jim'

'O'Brien, John'

'Joe Bryant'

'Robert O. Gernon'

'Bill McMillin'

'Lee Clippard'

'Rafael Arena'

'David Impson'

'Bob Harrison'

**Read**

Read: 4/7/2010 2:06 PM

## Anna King

---

**From:** Archimedes  
**Sent:** Wednesday, April 07, 2010 2:21 PM  
**To:** Anna King  
**Subject:** Delivery Status Notification (Relay)  
**Attachments:** ATT01111.txt; ATT01112.txt

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

[bstoner@ypsconst.com](mailto:bstoner@ypsconst.com)

**H75-9542-JM - Herbert Center Renovation**

Anna King [aking@dp3architects.com]

**Sent:** Monday, April 26, 2010 10:40 AM**To:** McVey, Jim**Cc:** O'Brien, John [Jobrien@scsdb.org]

---

Jim,

Per your request we are sending you the estimate of the changes with known additive cost impact for the below items referenced in the letter we submitted to you on Friday April 23, 2010.

Changes with Cost Impact, all of which should be additive. (reference Addendum Number Two, Section 00 90 20, issued 16 April 2010)

- Section 00 90 20, Changes to the Project Manual, 4.01 Section 04 20 01 – Masonry Veneer. This entire section in the specifications was replaced. The new section changes the size and the style of the brick. The new specification changes the brick to a more costly brick. Estimated Calculation below:

Original Brick Specified - Standard Red Wire Cut: Cost = \$268 per Thousand

New Brick Specified – Modular Cambridge: Cost = \$337 per Thousand

6247 SF of New Wall / 143 SF per Thousand = 44 Thousand Brick

44 Thousand X 268 per Thousand = \$11,792.00

44 Thousand X 337 per Thousand = \$14,828.00

**Cost Increase of \$3,036.00 (Material Only)**

- Section 00 90 20, Changes to the Drawings, 5.02 and 5.03, Drawings A1.2 and A1.3.2. Add A1 Series Drawing Note 35 to read "Existing wall murals to remain and to be protected during construction. Wall around mural to be painted. Estimated Calculation below:

8 Murals X 8 Hours per Mural X \$28 per Hour = \$1,792.00

**Cost Increase of \$1,792.00 (Labor Only)**

The letter listed clarifications that could have a potential cost impact. We cannot determined the impact to the cost of the project because some of the changes could be additions and some of the changes could be deductions depending on how one assumes the Contractor would have interpreted the documents prior to the issue of Addendum Number Two.

Please contact me if you need additional information.

Thank you,

Anna



**Anna K. King, AIA, LEED AP**  
211 East Broad Street  
Greenville SC 29601  
(864) 232-8200 Ext. 1017  
[www.DP3Architects.com](http://www.DP3Architects.com)



Please consider the environment before printing this e-mail