district five
OF LEXINGTON & RICHLAND COUNTIES

Minutes/ November 19, 2012

The Board of Trustees of School District Five of Lexington and Richland Counties met at Irmo Elementary School's Cafeteria with the following members present:

Mr. Robert Gantt, Chairman
Mrs. Beth Burn Watson, Vice Chairman
Mrs. Ellen Baumgardner, Secretary
Mrs. Jondy Loveless
Mrs. Kim Murphy
Mr. Ed White
Dr. Stephen Hefner, District Superintendent

The following staff were in attendance:

Dr. Angela Bain, Chief Human Resource Services Officer
Dr. Karl Fulmer, Chief Financial Services Officer
Mr. Michael Harris, Director of Student Services
Mr. Keith McAlister, Director of New Design and Construction
Mr. Mark Bounds, Public Information Officer

The Board conducted an informal swearing-in of new school board members prior to the Executive Session.

Chairman Gantt called the meeting to order and gave welcoming remarks.

The Invocation was given by Barry Russell, Eastlake Community Church. The Pledge of Allegiance was led by Hannah Rives, vice president of the student council at Irmo Elementary School.

The Board conducted a ceremonial swearing-in of new school board members.

Robert Gantt, Beth Watson and Ellen Baumgardner presented the School Board Spotlight.

Shannon McAlister, principal, gave a welcome and brief overview of Irmo Elementary School.

During the superintendent's report, Dr. Christina Melton presented a report on the World Languages Program; Dr. Stephen Hefner presented a report on the Annual Report Card and the Vision 2015: Update #11; Alan Grimsley, Derrick, Stubbs & Stith, presented the Comprehensive Annual Financial Report (Exhibit C); and Michael Harris and Michael Poole presented a report on Assessment of Safety and Security in District Five.

During the public participation, Barbara Waldman spoke regarding Irmo High School.

A = Absent
AB = Abstain
N = No
X = Yes
R = Recuse

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES Meeting of November 19, 2012	BAUMGARDNER	GANTT	LOVELESS	MURPHY	TURNER	WATSON	WHITE
1. M. Watson S. Baumgardner Enter executive session to consider the following: a) selected employment items (Exhibit A), and b) approval of instruction at a place other than school (Exhibit B)	X	X	X	X	A	X	A
2. Election of Board Officers							
White nominated Gantt Chair seconded by Loveless	X	X	X	AB	A	X	X
Baumgardner nominated Watson Vice Chair seconded by Loveless	X	X	X	AB	A	X	X
Watson nominated Baumgardner Secretary seconded by Loveless	X	X	X	AB	A	X	X
3. M. Watson S. Baumgardner Approve the agenda	X	X	X	X	A	X	X
4. M. Watson S. Baumgardner Approve the selected employment items (Exhibit A)	X	X	X	X	A	X	X
5. M. Watson S. Baumgardner Approve the request for instruction at a place other than school (Exhibit B)	X	X	X	X	A	X	X
6. M. Watson S. Baumgardner Approve second reading of proposed revisions to "I" policies: replace policy IHG "Secondary Education" with new policy IKG "Secondary Education", replace policy IHF "Graduation Requirements" with new policy IKF "Graduation Requirements", replace policy IHF-R "Graduation Requirements/Diplomas" with new policy IKF-R "Graduation Requirements", and add new policy IHAQ "Career/Transition to Work Education" (Exhibit D)	X	X	X	X	A	X	X

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SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES Meeting of November 19, 2012	BAUMGARDNER	GANTT	LOVELESS	MURPHY	TURNER	WATSON	WHITE
7. M. Baumgardner S. Watson Approve the minutes of the October 22, 2012 board meeting	X	X	AB	X	A	X	X
8. M. Watson S. Baumgardner Adjourn at 9:20 p.m.	X	X	X	X	A	X	X

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AB = Abstain
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X = Yes
R = Recuse

Kim Murphy page 1 of 3
On the record
11/19/12

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND - BUDGETS AND ACTUAL
YEAR ENDED JUNE 30, 2012

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
EXPENDITURES (CONTINUED)				
200 SUPPORT SERVICES (CONTINUED)				
270 Support Services Pupil Activity:				
271 Pupil Services Activities:				
100 Salaries	$ 1,223,702	$ 1,223,702	$ 1,314,154	$ (90,452)
200 Employee Benefits	317,257	317,257	321,324	(4,067)
300 Purchased Services	18,200	18,200	18,487	(287)
660 Pupil Activity	-	-	680,400	(680,400)
Total expenditures, excluding capital outlay	54,205,399	54,208,605	53,195,786	1,012,819
Total capital outlay	11,203	12,003	72,528	(60,525)
TOTAL SUPPORT SERVICES	54,216,602	54,220,608	53,268,314	952,294
300 COMMUNITY SERVICES				
360 Welfare Services:				
300 Purchased Services	-	-	3,668	(3,668)
390 Other Community Services:				
300 Purchased Services	31,774	31,774	15,214	16,560
400 Supplies and Materials	5,986	5,986	5,177	809
TOTAL COMMUNITY SERVICES	37,760	37,760	24,059	13,701
400 OTHER CHARGES				
410 Intergovernmental Expenditures:				
411 Payments to the State Department of Education:				
720 Transits	25,000	25,000	1,754	23,246
412 Payments to Other Governmental Units:				
720 Transits	152,200	152,200	55,089	97,111
415 Payments to Nonprofit Entities (for First Steps):				
720 Transits	3,200	3,200	-	3,200
TOTAL INTERGOVERNMENTAL EXPENDITURES	180,400	180,400	56,843	123,557
TOTAL EXPENDITURES	141,274,291	141,274,291	137,691,306	3,582,985
OTHER FINANCING SOURCES (USES):				
Interfund Transfers, From (To) Other Funds:				
5300 Sale of Capital Assets	-	-	2,995	2,995
5230 Transfer from Special Revenue EIA	2,452,880	2,452,880	2,333,769	(119,111)
5280 Transfers from Other Funds Indirect Costs	600,000	600,000	669,709	69,709
420-710 Transfer to General Fund	(40,215)	(40,215)	-	40,215
421-710 Transfer to Special Revenue Funds	(134,531)	(134,531)	(35,398)	99,133
425-710 Transfer to Food Service Fund	(521,745)	(521,745)	(577,488)	(55,743)
426-710 Transfer to Pupil Activity Fund	(353,138)	(353,138)	-	353,138
TOTAL OTHER FINANCING SOURCES (USES)	2,003,251	2,003,251	2,393,587	390,336
Excess (Deficiency) of Revenues Over Expenditures	$ -	$ -	6,098,010	$ 6,098,010
FUND BALANCE, JULY 1, 2011			24,646,085	
FUND BALANCE, JUNE 30, 2012			$ 30,744,095	

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

Attachment 1 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

$6 million was added to Fund Balance just this year. That is equivilent to 27.5 mils. (Current mils - 221.97)

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TABLE 4

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting - unaudited)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Fund										
Nonspendable for Inventory	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 269,657	$ 159,516
Nonspendable for Prepaid Items									2,871,605	2,893,816
Assigned for Special Purposes									6,183,579	4,574,852
Unassigned									15,321,244	23,115,911
Reserved	308,183	333,566	428,925	442,249	587,982	552,387	3,470,904	5,701,580	-	
Unreserved	6,080,981	8,595,917	12,342,425	15,611,999	21,994,142	28,392,396	21,492,632	17,375,197	-	
Total General Fund	$ 6,389,164	$ 8,929,483	$12,771,350	$16,054,248	$22,582,124	$ 28,944,783	$ 24,963,536	$23,076,777	$24,646,085	$30,744,095
All Other Governmental Funds										
Restricted- Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,726,778	$ 5,715,026
Restricted- Building Fund									66,486,908	-
Committed- Building Fund									27,123,803	45,581,375
Reserved										
Debt Service	1,982,154	1,533,732	2,558,228	2,513,011	3,188,124	4,940,428	1,895,195	4,787,501	-	-
Building Fund-Special Purposes	-	-	-	-	500,000	500,000	500,000	179,892	-	-
Unreserved										
Building Fund	597,374	8,833,286	786,289	(2,162,620)	15,337,577	(2,067,789)	18,321,947	45,122,925	-	-
Total all other governmental funds	$ 2,579,528	$10,367,018	$ 3,344,517	$ 350,391	$19,025,701	$ 3,372,639	$ 20,717,142	$50,090,318	$98,337,489	$51,296,401

Source: Records maintained by the School District Finance Department

This District implemented GASB Statement 54 with the fiscal year beginning July 1, 2010, therefore, this schedule presents new fund balance terminology information beginning with June 30, 2011.

In 7 years, Fund Balance grew $18 million dollars and is now $18 million over Board Policy.
Policy calls for 8.5% but there is 20% in Fund Balance

Attachment 2 Is Included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. § 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "**For The Record**" requested by **Kim Murphy** for attachment to the Minutes.

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES
YEAR ENDED JUNE 30, 2012

Notes to the Basic Financial Statements

Note 14. Operating Leases

The School District is obligated to account for certain leases as operating leases. Operating leases do not give rise to property rights or lease obligations and, therefore, the results of the lease agreements are not reflected in the School District's account groups. Current rental expenditures for the year ended June 30, 2012, were $ 509,880. The following is a schedule by years of future minimum rental payments required under operating leases that have initial or remaining non-cancelable lease terms in excess of one year as of June 30, 2012:

Year Ended June 30	Totals
2013	$ 425,698
2014	361,128
2015	352,423
2016	214,852
2017	166
Total Rent Payments	$ 1,354,267

Attachment 3 is included with the minutes of the 11-14-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "**For The Record**" requested by **Kim Murphy** for attachment to the Minutes.

Note 15. Fund Balances

The District uses the following governmental fund balance accounts:

Nonspendable for inventory – An account used to segregate a portion of fund balance to indicate inventory is "not in spendable form" even though it is a component of current assets.

Nonspendable for prepaid items – An account used to segregate a portion of fund balance to indicate that prepaid items are "not in spendable form" even though it is a component of current assets.

Restricted for Debt Service: This represents the Debt Service Fund balance that is not available for appropriation because it represents the year-end fund balance that is legally restricted for future debt service on general obligation bonds and is not an expendable, available resource.

Restricted for School Building Fund: This represents the School Building Fund balance that is not available for appropriation because it represents the year-end fund balance that has been formally restricted to use for approved building projects and is not an expendable, available resource.

Committed for School Building Fund: This amount represents the School Building Fund balance that has been committed for contractual obligations for approved building projects and is not an expendable, available resource.

Assigned for special purposes general fund – Amounts assigned were approved by the Board of Trustees and are for the following purposes:

School parking lots maintenance	$ 201,430
Start up costs associated with new schools	3,000,000
Appropriation of fund balance for budgetary deficit for fiscal year 2012-2013	1,373,422
Total Assigned for special purposes	$ 4,574,852

Unassigned: This represents and includes all spendable amounts of the general fund not contained in the other classifications.

District policy is to maintain a minimum fund balance of 8.5% of the General fund budget which amounts to $ 12,731,357 as of June 30, 2012. This amount is included in the Unassigned fund balance.

8.5% of Budget = $12,731,357
$30,744,095 Current Fund Bal. 20%
$18,012,738 Over

Item **"For The Record"** requested by **Kim Murphy** for attachment to the Minutes.

Kim Murphy
November 19, 2012
On the record statement and request

I received the attached email from Dr. Hefner re: the $562,000 change order for work at the New High School/CATE Center. The item was moved from tonight's Action Agenda to the Discussion Agenda as the district's attorney indicated that the expenditure did not require board approval. Can someone please explain why such a large expenditure would not require board approval? And if this is indeed the case, then I feel we need to revisit. There is a problem if we have loopholes in the contracts that allow for approval of expenditures of this magnitude without board approval. We need to discuss and set additional checks, balances and safeguards.

During Discussion of the change order, I requested and did not receive important financial information regarding the cost of constructing the two facilities. I have previously requested this information.

Please provide the following information for the New High School/CATE Center. (I have attached pages from the Construction manager's Contract such as the approved Budget for the projects, obligation to provide a status report of costs and estimated costs to complete and change order information:

Total Project Budget (total cost allocated in the Construction Manager's Contract for the project - bond referendum funds and 8% money)
$________________

Spent to date (including work under contract but not yet performed) $________________
Estimated cost to complete the total project $________________
Estimated Total Cost to complete the project $________________ $________________

Over/under Budget $________________

Change Orders (including any adjustment in compensation):

Description	Amount
1.	
2.	
3.	
4.	

Attachment 4 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

CHILDS & HALLIGAN

A PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

The Tower at 1301 Gervais, Suite 900, Columbia, SC 29201
Post Office Box 11367, Columbia, SC 29211-1367

Telephone (803) 254-4035
Facsimile (803) 771-4422

Kenneth L. Childs
William F. Halligan
Kathryn Long Mahoney
Allen D. Smith†
Shirley M. Fawley*
John M. Reagle**
Vernie L. Williams
Thomas K. Barlow**

Allison Aiken Hanna
Keith R. Powell***
Connie P. Jackson
Kimberly Kelley Blackburn
Jasmine Rogers Drain++
Tyler R. Turner
Dwayne T. Mazyck

†Certified Specialist in Employment and Labor Law
*Also admitted in District of Columbia
**Also admitted in North Carolina
***Also admitted in Missouri
++ Also admitted in Georgia

MEMORANDUM

Attachment 5 is included with the minutes of the 11-14-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

TO: Mr. Robert Gantt
Dr. Stephen Hefner

FROM: Keith R. Powell

DATE: November 15, 2012

RE: Construction Matters / CATE & High School Site Package Unit Price Work

I understand that SCDOT-required roadway improvements within the scope of the Richardson Construction Co., Inc. encountered unsuitable soils that had to be excavated and replaced with suitable material. The Richardson agreement incorporates "unit pricing" for several items, including unsuitable material excavation and structural fill. The purpose of obtaining "unit price" quotes from the contractor is to establish, *within the original contract*, the contractual terms for compensation when the Work is of such a character that the exact quantity cannot be determined until the Work is performed. Thus, where such a contract term is in place, "the contractor's compensation is determined based upon set prices for various units of production."[1] Excavation contracts typically mix lump-sum pricing with unit price work.[2]

The presence of unit price work can create confusion about "whether the performance of the unit priced work above estimated quantities triggers the written change order requirement."[3] As noted by a leading case,

> It is well settled that unit price contracts entitle the contractor to payment for work completed, at the agreed-upon unit price, even in circumstances in which the amount of work is considerably in excess of the estimates. We reject defendant's contention that the rock excavation required a change order or that the rock excavation represented additional work.[4]

What one has, then, when "unit price" work is performed, is *normal* performance of the *existing* contract. In other words, there is no "change" in the contract itself. Consistent with this point, the District Five Procurement Code defines "change order" as "any written

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[1] *Bruner & O'Connor on Construction Law*, § 6.72.
[2] *Bruner & O'Connor on Construction Law*, § 8.7.
[3] *Bruner & O'Connor on Construction Law*, § 8.15.
[4] *Waltech Const. Corp. v. Town of Thompson*, 237 A.D. 716, 654 N.Y.S.2d. 456 (3d Dep't 1997).

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract." (Appendix A, Definitions). Unit prices within the contract are already contemplated by the Code as a cause of price adjustment within the scope of the original contract. (Code § 3040.2.1.1). Under District Five's Procurement Code, § 1830 calls for cost and pricing data to be disclosed in certain circumstances, including for a "change order." This situation is not, however, a "change order" within the Code's definition and, even if it were and even if unit price were not excluded from the cost basis disclosure requirements, nothing about § 1830 would establish any discretion on the part of the District with regard to payment of earned compensation for unit price work. It would simply allow further examination of the contractor's cost basis. On that point, Cumming (formerly SMG) has advised that Richardson has actually discounted its structural fill unit price below what is stated on the bid form, from $13/cy to $10/cy.

How the parties document the compensation for unit priced work is primarily a matter of convenience for the sake of accounting. Where the contract has a Construction Contingency within the Schedule of Values of the Contract Sum, unit price work in excess of anticipated amounts can be paid out of this element of contract value. Where contingency funds are not carried on the books as within the Schedule of Values, then it will require an adjustment of the Contract Sum to properly account for the earned compensation for unit price work. A "change order" document is appropriate for this purpose. This does not mean, however, than the *contract* itself has been changed by resort to that particular AIA form to accomplish the accounting for the unit price work originally agreed upon when the contract was formed.

In sum, the compensation of a contractor for unit price work within the scope of the contract does not cause a "change order" in the contract, under either the Procurement Code or the general law of unit price work. Richardson earned the compensation under its base contract, and the District was obligated to pay it. The only discretion in the matter would occur if conditions required a cardinal change in the very nature of the contract, of which one example was the *first* sitework contract for this Project - where the quantity of blast rock that would have been claimed at by the original contractor at its unit prices was out of all reasonable expectations of scope, even accepting that excavation contracts always have some inherent unknowns with regard to quantity. However, the "Change Order" form from the AIA series is a convenient and efficient document on which to *account* for the cost of such unit price work, should the existing Schedule of Values not already have within it a contingency account or allowance dedicated to payment of the unit price work. The label "change order" on the document to account for the earned compensation should not be misinterpreted as equating with a true change in the contract necessitating a formal Change Order to the contract.

Please let me know if I can answer any other questions about the legal landscape in this situation.

c: Dr. Karl Fulmer
Mr. Keith McAlister

Attachment 6 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. § 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

page 4 of 10

Kim Murphy <movingmountainskwm@gmail.com>

$561,877.93 Change Order requested by administration. No back up documentation received in Board packet.

Stephen Hefner <shefner@lexrich5.org> Thu, Nov 15, 2012 at 3:35 PM
To: Kim Murphy <movingmountainskwm@gmail.com>
Cc: ebaumgar@lexrich5.org, "Baumgardner, Ellen" <ebaumgardner@sc.rr.com>, "Gantt, Robert" <ganttrw@bellsouth.net>, "Gantt, Robert" <RGantt@lexrich5.org>, "Hutchison, Beth" <BHWatson@lexrich5.org>, "Hutchison, Beth" <EFH@sc.rr.com>, Jim Turner <jimturnjr@gmail.com>, Jim Turner <jturner@lexrich5.org>, Jondy Loveless <jloveles@lexrich5.org>, Jondy Loveless <jondy1120@bellsouth.net>, Kim Murphy <kwmurphy@lexrich5.org>, "White, Ed" <ed.white@nelsonmullins.com>, "White, Ed" <EWhite@lexrich5.org>, "White, Ed" <thewhites@sc.rr.com>, Keith Powell <kpowell@childs-halligan.net>

Dear Mrs. Murphy,

Based on your e-mail, I asked legal counsel for advice about the change order item. A copy of our attorney's response is attached.

As you can see, this change order is within the scope of the contract and, thus, does not require Board action. Consequently, the item will be included on the Discussion Agenda.

Thanks... Steve Hefner

On Tue, Nov 13, 2012 at 4:54 PM, Kim Murphy
<movingmountainskwm@gmail.com> wrote:
> Dear Dr. Hefner and Mr. Gantt,
>
> Please provide me with a copy of the half million dollar change order (and
> pertinent back up documents) referenced in a memo in the November 12, 2012*
> board packet. The memo states:
>
> "Administration recommends the school board approve a change order in the
> amount of $561,877.93 for unsuitable soils discovered during the road
> widening at Spring Hill High School and the Center for Advanced Technical
> Studies."
>
> The memo lacks extremely important information such as who the funds, if
> approved, will be paid to, when the work is to take place and any
> information related to how the approval of the change order impacts the

Attachment 7 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

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Item **"For The Record"** requested by **Kim Murphy** for attachment to the Minutes.

> budget.
>
> In addition, it appears that the work has already been preformed as the road
> has been completed. According to the policy approved by the board, the
> superintendent is only allowed to approve change orders up to $50,000, an
> increase from $25,000. If the work has already been performed, who
> authorized the half million dollar expenditure? Has the contractor been
> paid?
>
> We are being asked to approve a major expenditure with extremely limited
> information. Please provide a copy of the change order and a response to my
> questions by Thursday, at the latest . This would allow time for me to
> review the documentation, get back with the administration with any
> questions that I may have and receive a response before Monday night's
> meeting.
>
> Thank you for your time in this matter.
>
> Kim Murphy
>
> *The November 12, board meeting has been postponed until November 19 due to
> issues with the Richland County election.
>
> --
> Kim Murphy 446-6565
> 154 Old Laurel Lane
> Chapin, SC 29036

powell.pdf
97K

Attachment 8 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

AIA Document B801™CMa – 1992

Standard Form of Agreement Between Owner and Construction Manager
where the Construction Manager is NOT a Constructor

AGREEMENT made as of the day of February in the year of 2008
(In words, indicate day, month and year)

BETWEEN the Owner:
~~*(Name and address)*~~

School District Five of Lexington & Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with the 199 editions of AIA Documents B141/CMa, A101/CMa and A201/CMa.

and the Construction Manager:
~~*(Name and address)*~~

Attachment 9 is included with the minutes of the 1-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Southern Management Group, Inc.
1213 Lady St Ste 4
Columbia, SC 29201

for the following ~~Project:~~
~~*(Include detailed description of Project, location, address and scope.)*~~

Projects:

The following, as more specifically defined in the Owner's Board of Trustees adopted motion of August 13, 2007:

1. New High School, Career and Technical Education Center
2. Leaphart Elementary School Renovations / Additions
3. Chapin High School Renovations / Additions
4. Seven Oaks Elementary School Renovations / Additions
5. New Middle School
6. Irmo Elementary School Renovations / Additions
7. New Elementary School
8. Chapin Elementary School Renovations / Additions
9. Dutch Fork High School Renovations
10. Irmo High School Renovations

Except as otherwise noted, this Agreement applies to each of the foregoing Projects as if a separate Agreement had been entered into for each Project.

The Architect is:
~~(Name and address)~~

Init.

Item **"For The Record"** requested by **Kim Murphy** for attachment to the Minutes.

Item **"For The Record"** requested by **Kim Murphy** for attachment to the Minutes. page 7 of 10

district five
OF LEXINGTON & RICHLAND COUNTIES

SMG EXHIBIT A-2.1

New High School

January 3, 2008

DESCRIPTION	UNIT	QUANTITY	UNIT COSTS	EXTENDED COSTS
DIRECT CONSTRUCTION COSTS				
Building cost to 5' line	sf	368,340	135	49,725,900
Site development cost	ls	1	12%	5,967,108
			Subtotal Construction Costs	55,693,008
Utilities	ls	1	425,000	425,000
Offsite road improvements	ls	3	250,000	750,000
			Subtotal Construction Costs	56,868,008
INDIRECT COSTS				
Professional fees (A/E, CM, legal, geotech, etc)	%	1	14%	7,961,521
FF & E	%	1	5%	2,843,400
Technology	%	1	8%	4,549,441
Impact/Capacity Fees	ls	1	125,000	125,000
Special Inspections	%	1	2%	1,137,360
			Subtotal Indirect Costs	16,616,722
*Architects Fee @ 5.0% of Construction Cost	$ 2,784,650			
Miscellaneous	$ 65,350			
*PROGRAMMING included in fee	$ 2,850,000			
FINAL FLAT FIXED FEE	$ 2,850,000			
FEE AS A PERCENTAGE OF CONSTRUCTION	5.1173%			
			Subtotal	73,484,730
			3.5% Contingency	2,571,966
			Escalation @ 4%	3,042,268
			TOTAL	$79,098,964

Original
Jan. 2008

Total Budget to complete project

Attachment C is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. § 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

School

Project Manager:	Forrest L. King
Completion:	August 2013
Architectural Firm:	McMillan Smith & Partners
High School #4 Contractor:	Edcon, Inc.
Total Construction Budget (Incl. Contingency):	$61,111,169.00
Committed Const. Cost (Incl. CATE & Site):	$60,672,058.00
	$439,111

$56,868,008 Construction Cost
2,571,966 Contingency
3,042,268 Escalation
$62,482,242
16,616,722 Indirect costs
$79,098,964 Budget

Project Description:

Construct a new 267,000 square foot high school with a capacity of 1,700 students.

Status:

- Footings are 99% installed in all areas of the building.
- Masonry subgrade is 99% installed in all areas of the building.
- Floor slabs have been poured in areas 'A', 'C', 'C 2nd Floor', 'D', 'D' 2nd floor, 'E', 'E' 2nd floor, 'J' and portions of 'F', 'G' and 'H'.
- Above slab masonry and MEP wall and ceiling rough-in is in progress in areas 'A', 'C', 'D', 'D' 2nd floor, 'E', 'E' 2nd floor, 'J' and portions of 'F', 'G' and 'H'.
- Roofing is installed on areas of 'G', 'H' and 'J'. Roofing is in progress on area 'E'.
- Steel installation is in progress in areas 'A' and 'B'.

Achievements/Key Issues:

- The City of Columbia redefined the first phase of the City Capital Improvement Project to run the 24" water line from the Waterfall Subdivision to the CATE Center.

Schedule/Budget Issues:

- The final completion date for the New High School has been impacted by permitting and other delays.
- Technology issues are being managed through Elert.

Attachment 11 is included with the minutes of the 11-19-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Contracts. ...ntly to ...ata, ...al

Construction Manager, date submitted by Contractor, and overall status of the submittal. The Construction Manager shall retain one copy of approved shop drawings for the Owner's file.

§2.3.29.4 The Construction Manager shall conduct meetings weekly at the Project site with each Contractor that is working or preparing to begin work onsite. The Construction Manager shall conduct coordination meetings with the Contractor, Owner, and the Design Professionals. The Construction Manager shall prepare and distribute minutes to all attendees, the Owner, and the Architect.

§2.3.29.5 The Construction Manager shall establish and implement a change order control system. All changes to the Contract between the Owner and Contractor shall be Change Orders (or Construction Change Directives) executed by the Owner.

§2.3.29.6 The Construction Manager shall receive from the Contractor operation and maintenance manuals, warranties, and guarantees for materials and equipment installed in the Project in a form agreed to by the Owner. The Construction Manager shall provide a copy of the information to the Design Professional and have the Design Professional review it for completeness. The Construction Manager shall also review them for completeness prior to delivering this information to the Owner.

Attachment 12 is included with the minutes of the 11-16-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

§2.3.29.7 In consultation with the Architect, the Construction Manager shall determine when the Project and Contractor's work is finally completed and shall provide to the Owner a written recommendation regarding final payment to the Contractor.

§2.3.29.8 The Construction Manager shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.

§2.3.29.9 Whenever the Contractor falls behind schedule, the Construction Manager will require the Contractor to prepare and submit a revised schedule that will meet the substantial completion date stated in the Contract Documents.

§2.3.29.10 The Construction Manager shall receive and approve a Schedule of Values for the Construction Contracts.

§2.3.29.11 The Construction Manager shall advise the Owner as to effect on the Projects and construction Budgets of all proposed and approved change orders.

§2.3.29.12 On a monthly basis during the Construction Phase, the Construction Manager shall prepare and send reports on each Project to the Superintendent concerning schedule maintenance, project cost, construction cost, revisions, and cash flow.

§2.3.29.13 the Construction Manager shall update the Owner monthly during the Construction Phase by preparing and distributing the Change Order Reports. The report shall list all Owner-approved change orders by number, a brief description of the change order work, the cost established in the change order, and percentage of completion of the change order work. The report shall also include similar information for potential change orders of which the Construction Manager may be aware. The Change Order Reports will designate the party or parties responsible for each Change Order.

§2.3.29.14 The Construction Manager shall assist the Owner in obtaining an Occupancy Permit by coordinating final testing, coordinating and verifying the preparation and submittal of documentation to the governmental agencies, and accompanying governmental agencies, and accompanying governmental officials during inspections of the Project.

§2.3.29.15 The Construction Manager shall consult with the Owner on the Occupancy Plan for each Project.

§2.3.29.16 At the conclusion of each Project, the Construction Manager shall prepare and deliver to the Owner final Project accounting and close-out reports.

§2.3.29.17 The Construction Manager shall maintain a daily log for each Project documenting site conditions, Contractor activity, weather, problems reported or encountered, work performed, and any other pertinent

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Attachment 13 is included with the minutes of the 1-14-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

§ 2.3.5 Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall upda ~~Project construction~~ Program schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data a Samples, and delivery of products requiring long lead time and procurement. The ~~Project construction~~ Program schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 2.3.6 ~~Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.~~[not used]

§ 2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall promptly report to the Owner any work observed not to be in compliance with the contract between the Owner and the Contractor.

§ 2.3.8 The Construction Manager shall monitor the approved ~~estimate~~ estimates of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved ~~estimate.~~estimates.

§ 2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

§ 2.3.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and ~~certify~~ approve the amounts due the respective Contractors.

§ 2.3.11.2 The Construction Manager shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment.

§ 2.3.11.3 The Construction Manager's ~~certification~~ approval of an application for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section ~~2.3.13~~ 2.3.13, the Construction Manager's representations made in §§ 1.1.5 and 1.1.6, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

§2.3.11.3.1 Construction Manager shall not sign a Final Certificate for Payment unless a Certificate of Occupancy for the Project has been issued by the Office of School Facilities of the State Department of Education.

§ 2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to