



NELSON MULLINS RILEY & SCARBOROUGH LLP  
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October 27, 2022

James Edward Bradley  
Moore Bradley Myers  
1700 Sunset Boulevard  
West Columbia, SC 29169

RE: JAG Audit Report

Dear Mr. Bradley:

As you know, I represent Contract Construction, Inc. ("Contract Construction"). By your letter dated September 27, 2022, you requested that Contract Construction respond to certain allegations contained in a "discussion draft-confidential" report prepared by an accounting firm from Albuquerque, New Mexico, Jaramillo Accounting Group ("JAG"). Please consider this a detailed response to the JAG draft report on behalf of Contract Construction.

First, I want to address the big picture, which is the false narrative that was peddled to the press connecting Contract Construction to an alleged 50% overrun from \$20 million to \$30 million. At no time did Contract Construction contemplate building a school to the district's specifications for \$20 million. Its proposal certainly did not indicate that because it would have been impossible to meet the district's stated requirements for \$20 million.

Contract Construction made several presentations to the Board showing cost comparisons to other recently completed facilities at that time, as well as construction costs of similar schools nationally, all of which showed that the PWES construction costs were comparable.

As far as the original budget number is concerned, Contract Construction had no input into it and it was not referenced in the contract. Regarding the alleged \$30 million cost, I do not know where that figure came from. The JAG report tied the number to the "district accounting records." Neither Contract Construction nor I know the methodology the District uses, but we do know that Contract Construction was paid far less than that amount. It is a fact that the Board anticipated a maximum cost of \$30 million. Minutes of the Board's December 10, 2018 meeting show that it voted in favor of hiring Contract Construction for an amount "not exceeding 30 million dollars of general obligation bonds

James Edward Bradley  
October 27, 2022  
Page 2

of the school district.” It is categorically false, however, to claim that Contract Construction charged or was paid that amount.

It is important to emphasize that the contract terms and costs never changed. Contract Construction did not exceed the contractual amount approved by the Board. In fact, they came in **substantially** under budget.

Contract Construction presented a budget status report at each of the three levels of design completion. The Schematic Design estimate was \$26,996,613. The Design Development estimate was \$28,549,691. When the budget ballooned from the Schematic Design, Contract Construction worked with the Design Team to rein in costs to present a final GMP number of \$26,569,355, a reduction of \$1,980,336 from the Design Development Phase. Contract Construction never exceeded the Guaranteed Maximum Price and, in fact, added over \$450,000 in enhancements at the Owner’s request, and returned over \$350,000 to the Owner after completion.

The subjective tone of the draft report is peppered with several glaring errors of irrefutable facts. One prime example is the complete misrepresentation of Contract Construction’s billing practices. We have gone back and reviewed billing records and invoices over the life of the Project that refute the draft report’s statements on page 27.

Your reviewers miscalculated Contract Construction’s actual invoiced hours, giving the appearance that it had overbilled the school district some 2,700 hours towards the Project. That is completely false. Reality, as demonstrated in the attached invoices and billable hours reports, paints a definitively different picture and calls into question the validity of the arguments your reviewers have made throughout this draft report.

It was particularly concerning to see JAG drag a small and minority-owned business through the mud with condescending comments about the business’s logo, lack of a website, etc. The temporary labor business Contract Construction utilized is run by a Hispanic woman who has a home office and does work for several other highly reputable construction companies across the state. JAG apparently attempts to link this business to the problem-laden construction of Chapin High School by identifying family members of the SWMBE previously employed by that contractor, China Construction. We question why this information is even addressed in this report. The construction industry and this country are built on the backs of many small businesses. Contract Construction began as a home-based small business, and it always has and always will support and encourage similar companies. Contract Construction has helped many start-up businesses that have evolved into outstanding and reputable multi-million dollar enterprises. An explanation of the billing process for this company is included in the enclosed spreadsheet.

The webpage for Jaramillo Accounting Group (JAG) professes their “Specialized Accounting Services for the Construction Industry.” Based on this draft report, which is filled with false information, lack of thoroughness, mathematical errors, and even some

apparently spoon-fed irrelevant speculation, they display no knowledge of the specialized accounting required on a Cost Plus with a Guaranteed Maximum Price (GMP) contract.

A typical fixed-amount contract, whether hard-bid or negotiated, is billed according to what is commonly referred to as a Schedule of Values (SOV). It is accurately described and is exactly that—a Contractor's predetermined "Value" of numerous parts and pieces of the overall project. The dollar amounts represented, with possibly a few exceptions, have nothing to do with cost. JAG asserts that Contract Construction should have stuck to the predetermined values and billed accordingly. However, that would have not been in the best interest of the Owner and instead would have created a scenario where the Owner could be significantly overbilled. JAG's proposed situation would have created a confusing chain of billing with no way to reconcile the invoicing with the actual cost on a month-to-month basis.

Instead of following the above process as JAG asserts Contract Construction should have done, it went to great length to adjust and maintain the individual line items of cost so the actual cost shown, and amount billed in any one month, is readily supported by time sheets, payroll records, invoices, check registers, and subcontractor payment applications.

This methodology is expressly allowed in contract, which states the "most recent Schedule of Values" shall be submitted with each pay application. Within the confines of the standard American Institute of Architects documents, which the State of South Carolina prescribes on most if not all publicly funded construction projects, this is the only method of preparing Payment Applications for GMP projects that align all line items of cost with supporting evidence. It is easily understood by the Owners, Architects, and Accountants with whom Contract Construction works in numerous school districts and even the State of South Carolina. JAG's lack of understanding, whether it be from incompetence, indifference, or otherwise, is no basis for a supposedly professionally prepared review.

Based on many inaccurate statements in the draft report it appears JAG does not understand the conditions of a GMP Contract. In the PWES contract, Contract Construction guaranteed one number—the GMP. The Owner does not benefit from overvalued line items and the Contractor is not punished for undervalued line items on the original SOV. AIA Documents specifically state inequities that may arise during the project shall not inure to the benefit of either party. Accurate record keeping that enables us to support every SOV line item ensures that this is achieved.

JAG states in the second paragraph on their first page that "the project had a guaranteed May 2021 completion." We are perplexed as to why JAG repeatedly states the Owner is due a refund for Liquidated Damages. The Project achieved a Certificate of Occupancy **before** that completion date. Additionally, the Architect of Record acknowledged that Contract Construction could have been authorized an extension of 30 days for excessive rain, which it did not pursue due to the high level of confidence in Contract Construction's

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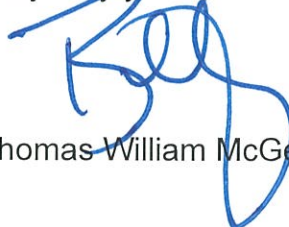
schedule and determination of its construction team. It was in the best interest of the Owner to achieve occupancy ahead of schedule, thereby allowing the owner to move into the building in late May as opposed to early July. This also expedited the installation and fine tuning of systems Contract Construction provided and the furnishings, informational technology, and other Owner-provided items necessary for a new school year in an outstanding facility to begin seamlessly.

We also dismiss JAG's assertions regarding LEED Certification. To demand a credit for certifications Contract Construction was never requested, much less contractually required to attain, is wholly without merit. Presenting Contract Construction's qualifications to perform this outdated process does not create an obligation to do so. Other assertions regarding this matter are pure speculation and we deny any of the implications therein.

In the same paragraph, JAG states that questions arose regarding "timing and quality." Again, Contract Construction completed the Project prior to the contractual deadline. The only quality issue it was made aware of was early in the Project when "Ms. Susan Baker publicly expressed her concerns about contractors working at night." We do not profess to know Ms. Baker or whether she has any construction expertise. This was a specific and isolated incident in which heavy rain was imminent and exposed soils were subject to becoming unsatisfactory. Contract Construction's site contractor performed according to its and his contracts and mitigated any potential re-work by placing protective non-structural concrete with the assistance of temporary lighting. It is believed that this is the same incident that later led to a standing Board member lying, and later admitting that he lied, to his fellow Board members and the public. Contract Construction had no further complaints from the Board or the public, although one standing Board member did unsuccessfully solicit complaints from at least one other general contractor that we are aware of.

The following pages and spreadsheet address the allegations and questions of this draft report. This response is at times difficult because the draft report has numerous charts, tables, and graphs with compilations of apples-to-oranges comparisons that are misleading and confusing solely due to a lack of diligence by JAG. We nonetheless have attempted to provide some fact-based clarity in response to the draft report's numerous errors and misstatement of facts.

Very truly yours,



Thomas William McGee, III

Enclosures

# Exhibit 1

Subcontractors that were bonded on PWES

Contractor	Type of Work	Amount
11400	Kitchen Equipment	\$ 3,996.00
AquaSeal	Roofer	\$ 14,996.00
Walker White	Plumbing and Mechanical	\$ 28,037.00
Palmetto State Glass	Glazing and Storefront	\$ 17,671.00
Coogler	Sitework	\$ 37,506.00
West Electric	Electrical	\$ 18,213.00
Total		\$ 120,419.00

# Exhibit 2



**W. DUFFIE POWERS**  
A member of the South Carolina Bar  
dpowers@GWBlawfirm.com

September 30, 2022

**VIA E-MAIL AND U.S. MAIL**

Contract Construction, Inc.  
Attn: Greg Hughes  
P.O. Box 269  
Ballentine, SC 29002  
Email: [GHughes@contractconstruction.net](mailto:GHughes@contractconstruction.net)

Re: Claim History on Irmo High School Construction Project

Dear Greg:

This firm represents Rabon Enterprises, Inc. (“REI”), which furnished labor and construction materials to China Construction America of South Carolina, Inc. (“China Construction”) on the Irmo High School Construction Project located at 6671 St. Andrews Rd., Columbia, SC 29212 (the “Project”). REI at all times relevant hereto was operating pursuant to a contract with China Construction dated October 29, 2012 (“Contract”). China Construction, the general contractor on the Project, was operating at all times under direct contract with School District 5 of Lexington and Richland Counties (SC) (“School District”), a body politic that owns and operates the Project. REI fully completed its work on the Project and submitted all documentation required for payment pursuant to the Contract. Moreover, REI’s work on the Project was accepted by both China Construction and the School District without question.

The nature of our client’s dispute on the Project, like countless others in the torrid history of China Construction, was related to non-payment of funds owed from China Construction. The amount owed to REI exceeded \$80,000.00. Due to China Construction’s failure to remit payment, REI provided notice of non-payment to the School District, China Construction and their surety and also filed a bond claim on the

Project. None of these entities ever responded to REI's notice or bond claim and, due to China Construction's continued ignorance, REI was ultimately forced to file a lawsuit against China Construction, their surety and the School District. The School District was involved in the lawsuit as China Construction had previously claimed that they were owed funds from the School District, which funds were allegedly to be used to pay REI for its work on the Project.

The two causes of action against the School District in the complaint involved a §27-1-15 claim and a quantum meruit claim. The School District was served with the summons and complaint, filed an answer to the same on August 5, 2016 and the entire case was resolved and dismissed with prejudice less than three months later. Aside from the School District's answer to the complaint, there was little to nothing else undertaken by the School District (or any of the other parties for that matter) as there were no depositions taken, no written discovery was propounded or exchanged and the School District was not involved in the mediation that resolved REI's claims on the Project.

Whoever is suggesting that this case does or should act as a bar to REI's future work on other projects for the School District needs to have a better understanding of the background and nature of claims on this Project and realize that REI did what was necessary to resolve its claims and avoid losing in excess of \$80,000.00 for no reason whatsoever. I am happy to speak further with you or anyone else regarding this matter. Thank you for your prompt attention to this correspondence.

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

A handwritten signature in black ink, appearing to read "W. Duffie Powers", with a stylized flourish at the end.

W. Duffie Powers

WDP/lh

# Exhibit 3

## REGINA CONSTRUCTION LLC

803-800-9140

reginaconstruction85@gmail.com

United States

# INVOICE

### Bill To

CONTACT CONSTRUCTION INC  
1523 Greene street  
Columbia South Carolina  
United States

**Invoice#** 019  
**Invoice Date** mar. 7, 2022  
**Due Date** mar. 9, 2022

Item Name and Description	Qty	Rate	Amount
José	40	30.00	1200.00
Luis	40	30.00	1200.00
		Subtotal	<b>2400.00</b>
		TOTAL	<b>\$2400.00</b>

### Notes

Thank you for you business

### Terms & Conditions

Please make check payable to REGINA CONSTRUCTION LLC ,if you have any cuestión,to call me 803-800-9140



# TROJAN LABOR

The Right People at the Right Time ®

MYRTLE BEACH TROJAN  
507 ROBERT GRISSOM PKWY  
MYRTLE BEACH, SC 29577

CUSTOMER NUMBER	CUSTOMER P.O. #	TL ORIGINATING OFFICE
50642		MYRTLE BEACH TROJAN
DATE		INVOICE NUMBER
8/4/2019		1268240

PAGE: 1

<b>BILL TO</b>	CONTRACT CONSTRUCTION PO BOX 269 BALLENTINE, SC 29002
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<b>JOB SITE</b>	UNIVERSITY BLVD 299 UNIVERSITY BLVD CONWAY, SC 29526
-----------------	--

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
<i>You can now view time tickets and invoices and pay invoices immediately using our Customer Web Portal! Not registered? Visit <a href="http://www.trojanlabor.com">www.trojanlabor.com</a> and click on "Customer Login" to register.</i>						
7/30/2019	7215650	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
7/30/2019	7215650	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
7/30/2019	7217208	CROMEENES, DESTINY B	GEN-LABOR	4.00 R	\$16.50	\$66.00
7/30/2019	7217209	DAVIS, TINA M	GEN-LABOR	4.00 R	\$16.50	\$66.00
7/30/2019	7217269	WRIGHT, LAURA T	GEN-LABOR	4.00 R	\$16.50	\$66.00
7/31/2019	7221235	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
7/31/2019	7221235	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
7/31/2019	7221289	CROMEENES, DESTINY B	GEN-LABOR	9.00 R	\$16.50	\$148.50
7/31/2019	7221228	DAVIS, TINA M	GEN-LABOR	9.00 R	\$16.50	\$148.50
7/31/2019	7221233	DEL-VALLE-UPEGUI, PAULA	GEN-LABOR	9.00 R	\$16.50	\$148.50
8/1/2019	7225114	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
8/1/2019	7225114	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	9.00 R	\$26.40	\$237.60
8/1/2019	7225125	CROMEENES, DESTINY B	GEN-LABOR	9.00 R	\$16.50	\$148.50
8/1/2019	7225137	DAVIS, TINA M	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/1/2019	7226645	DEL-VALLE-UPEGUI, PAULA	GEN-LABOR	8.25 R	\$16.50	\$136.13
8/1/2019	7227066	OWENS, DALAINE C	GEN-LABOR	4.00 R	\$16.50	\$66.00
8/1/2019	7225139	WILTZ, ABIGAIL R	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/2/2019	7232636	BALLARD, RASHAAD D	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/2/2019	7231955	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	8.00 R	\$26.40	\$211.20
8/2/2019	7231955	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	8.00 R	\$26.40	\$211.20
8/2/2019	7230451	CROMEENES, DESTINY B	GEN-LABOR	5.00 R	\$16.50	\$82.50
8/2/2019	7230456	DUPREE, CHANTE K	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/2/2019	7230068	VEREEN, JAMES	GEN-LABOR	8.00 R	\$16.50	\$132.00
<b>AMOUNT DUE</b>						

PLEASE RETURN THIS PORTION FOR PROPER CREDIT

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID

<b>PLEASE REMIT TO:</b>
Hire Quest P. O. Box 890714 Charlotte, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by TROJAN LABOR.



# TROJAN LABOR

The Right People at the Right Time ®

MYRTLE BEACH TROJAN  
507 ROBERT GRISSOM PKWY  
MYRTLE BEACH, SC 29577

CUSTOMER NUMBER	CUSTOMER P.O. #	TL ORIGINATING OFFICE
50642		MYRTLE BEACH TROJAN
DATE		INVOICE NUMBER
8/4/2019		1268240

PAGE: 2

<b>BILL TO</b>	CONTRACT CONSTRUCTION PO BOX 269 BALLENTINE, SC 29002
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<b>JOB SITE</b>	UNIVERSITY BLVD 299 UNIVERSITY BLVD CONWAY, SC 29526
-----------------	--

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
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You can now view time tickets and invoices and pay invoices immediately using our Customer Web Portal!  
Not registered? Visit [www.trojanlabor.com](http://www.trojanlabor.com) and click on "Customer Login" to register.

8/2/2019	7232636	WRIGHT, LAURA T	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/3/2019	7238615	BALLARD, RASHAAD D	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/3/2019	7235597	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	5.00 R	\$26.40	\$132.00
8/3/2019	7235597	CAMBELL, CHARLES J	SKILLED-SKILLED LABOR	3.00 O	\$39.60	\$118.80
8/3/2019	7235597	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	5.00 R	\$26.40	\$132.00
8/3/2019	7235597	CONE, CHRISTOPHER A	SKILLED-SKILLED LABOR	3.00 O	\$39.60	\$118.80
8/3/2019	7235977	DUPREE, CHANTE K	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/3/2019	7235601	VEREEN, JAMES	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/3/2019	7238615	WRIGHT, LAURA T	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/4/2019	7239167	BALLARD, RASHAAD D	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/4/2019	7239742	VEREEN, JAMES	GEN-LABOR	8.00 R	\$16.50	\$132.00
8/4/2019	7239167	WRIGHT, LAURA T	GEN-LABOR	8.00 R	\$16.50	\$132.00

REG HR: 249.25

OT HR: 6.00

SPC HR: 0.00

TOTAL: 255.25

AMOUNT DUE

\$5,142.23

PLEASE RETURN THIS PORTION FOR PROPER CREDIT

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
50642	8/4/2019	1268240	\$5,142.23

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID
MYRTLE BEACH TROJAN	

PLEASE REMIT TO:

Hire Quest  
P. O. Box 890714  
Charlotte, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by TROJAN LABOR.

For questions about this invoice, please call: (843) 232-7240

**REMIT PAYMENT TO:**  
**STAFF ZONE**  
 P.O. Box 890722  
 Charlotte, NC 28289-0722  
 (770) 645-6134



Invoice Number: 154254745  
 Invoice Date: 5/16/2021  
 Invoice Amount: \$1,727.25  
 Amount Paid: \_\_\_\_\_

**STAFF ZONE**  
**INVOICE**

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST, 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

CONTRACT CONSTRUCTION  
 ACCOUNTS PAYABLE  
 PO BOX 269  
 BALLENTINE SC 29002



PO # RICHLAND NE HIGH-PAYROLL  
 Customer Number: 54CONT

↑ Please remit this stub with payment ↑

<u>Date</u>	<u>Description</u>	<u>Ticket Number</u>	<u>Regular</u>		<u>Overtime</u>		<u>Amount</u>
			<u>Hours</u>	<u>Rate</u>	<u>Hours</u>	<u>Rate</u>	
5/6/2021	WATKINS, RASHEID ...		10.00	\$35.25	0.00	\$0.00	\$352.50
5/5/2021	WATKINS, RASHEID ...		10.00	\$35.25	0.00	\$0.00	\$352.50
5/4/2021	WATKINS, RASHEID ...		10.00	\$35.25	0.00	\$0.00	\$352.50
5/3/2021	WATKINS, RASHEID ...		10.00	\$35.25	0.00	\$0.00	\$352.50
5/7/2021	WATKINS, RASHEID ...		0.00	\$0.00	6.00	\$52.88	\$317.25
	ACA Benefits Surcharge		40.00	\$0.00	0.00	\$0.00	\$0.00

Invoice Number: 154254745  
 Invoice Date: 5/16/2021  
 Invoice Amount: \$1,727.25

**Total Due: \$1,727.25**

**THANK YOU FOR USING STAFF ZONE**





359 South Swing Road  
Greensboro, NC 27409  
www.callhardhat.com

Contract Construction, Inc.  
PO Box 269  
Ballentine, SC 29002

# INVOICE

Invoice Amt  
\$1,170.00

Payment Terms Invoice Date

Net Due Upon  
Receipt Of Invoice 7/1/2022

Invoice No. Customer No.  
270496 1749

PO Number  
E.L. Wright

Make Check Payable to HardHat Workforce Solutions, LLC

Customer Name	Department	Customer No.	Payment Terms	
Contract Construction, Inc.	Primary	1749	Net Due Upon Receipt of Invoice	
Description	Type	Units	Rate	Amount
<b>WeekendDate: 7/3/2022</b>				
Strong, Brownell Lee	Regular	40.00	22.50	\$900.00
Strong, Brownell Lee	Overtime	8.00	33.75	\$270.00

Per Diem

Hours \$1,170.00

Please Pay: \$1,170.00

REG: 40.00, OT: 8.00, DT: 0.00

# Exhibit 4

Temp Labor Spreadsheet  
PWES

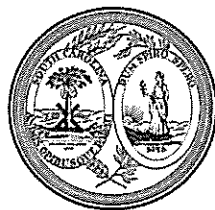
Pay app #	Invoice #	Hours	Total billed	Avg rate per hour	
26	NA	0	\$ -		
25	NA	0	\$ -		
24		70	\$ 718.00	\$ 19.41	Exterior clean up. Picking up rocks
23		69	\$ 1,701.00	\$ 21.53	3 OT hours Punchlist
23		68	\$ 2,080.00	\$ 21.67	16 OT hours Punchlist
23		67	\$ 2,560.00	\$ 22.86	32 OT hours Punchlist
22		66	\$ 1,600.00	\$ 20.00	Punchlist
22		65	\$ 1,840.00	\$ 20.00	Punchlist
22		64	\$ 5,006.00	\$ 20.95	32 OT hours Punchlist
22		56	\$ 4,719.00	\$ 21.07	25 OT hours General cleaning, pre-punch, miscellaneous
22		55	\$ 5,168.00	\$ 20.84	32 OT hours General cleaning, Pre-punch, install EJ covers
22		54	\$ 5,760.00	\$ 21.18	32 OT hours General cleaning, Pre-punch, install EJ covers, bondo door frames
22		53	\$ 6,888.00	\$ 21.00	40 OT hours General cleaning, Pre-punch, install toilet accessories
22		44	\$ 5,552.00	\$ 16.28	52 OT hours General cleaning, protect carpet, pre-punchlist. Original \$7266 invoice total was reduced by \$1714 to reflect previous billing.
21		46	\$ 7,158.00	\$ 21.18	46 OT hours General cleaning, Bondo door frames, caulking perimeter of ceilings, install visual display boards, and pre-punch
21		47	\$ 8,022.00	\$ 21.56	74 OT hours General cleaning, Bondo door frames, caulking perimeter of ceilings, install visual display boards, pre-punch, install toilet accessories
21		48	\$ 1,024.00	\$ 21.33	Prep floor cracks in classrooms
21		57	\$ 4,044.00	\$ 20.95	20 OT hours General cleaning, pre-punch, miscellaneous
21		58	\$ 5,786.00	\$ 21.19	32 OT hours General cleaning, pre-punch, pressure wash walls and sidewalks
21		59	\$ 4,173.00	\$ 21.29	Pressure wash exterior concrete
21		60	\$ 4,304.00	\$ 21.52	32 OT hours Punchlist
21		61	\$ 4,088.00	\$ 21.29	24 OT hours punchlist and miscellaneous work
21		63	\$ 5,672.00	\$ 20.55	32 OT hours Punchlist
21		62	\$ 5,888.00	\$ 20.44	32 OT hours Punchlist
21	Final cleaning		\$ 19,200.00	NA	Final cleaning invoice. Quoted as a lump sump based on square footage. \$19,200 / 106,000 sqft = \$0.18 per square foot
20			\$ (21,756.00)		
19		42	\$ 6,816.00	\$ 21.04	40 OT hours General cleaning, patch and repair floors, seal concrete floors, and General labor
19		43	\$ 7,468.00	\$ 21.10	56 OT hours General cleaning, patch and repair floors, seal concrete floors, and General labor
19		44	\$ 7,266.00	\$ 21.31	52 OT hours General cleaning, protect carpet, pre-punchlist.
19		45	\$ 7,298.00	\$ 20.67	48 OT hours General cleaning, Bondo door frames, pre-punch
19		51	\$ 8,334.00	\$ 21.37	70 OT hours General cleaning, Bondo door frames, caulking perimeter of ceilings, pre-punch, install toilet accessories
19		52	\$ 7,218.00	\$ 21.48	58 OT hours General cleaning, Bondo door frames, caulking perimeter of ceilings, pre-punch, install toilet accessories

19	49	353.5	\$	7,512.00	\$	21.25	65 OT hours	General cleaning, Bondo door frames, caulking perimeter of ceilings, install visual display boards, pre-punch, install toilet accessories
19	50	36	\$	792.00	\$	22.00		Prep floor cracks in classrooms
18	46	338	\$	7,158.00	\$	21.18	46 OT hours	General cleaning, Bondo door frames, caulking perimeter of ceilings, install visual display boards, and pre-punch
18	47	372	\$	8,922.00	\$	23.98	74 OT hours	General cleaning, Bondo door frames, caulking perimeter of ceilings, install visual display boards, pre-punch, install toilet accessories
18	48	48	\$	1,024.00	\$	21.33		Prep floor cracks in classrooms
17	37	96	\$	2,288.00	\$	23.83	16 OT hours	Progress cleaning and skilled labor work
17	38	342	\$	6,870.00	\$	20.09	16 OT hours	Progress cleaning, skilled labor work, kitchen
17	39	419	\$	9,238.00	\$	22.05	68 OT hours	Progress cleaning, skilled labor work, sand door frames
17	40	284	\$	5,910.00	\$	20.81	16 OT hours	General cleaning prep floor cracks in classrooms, seal concrete floors
17	41	278	\$	5,716.00	\$	20.56	16 OT hours	General cleaning prep floor cracks in classrooms, seal concrete floors, and general labor
16	29	268	\$	5,456.00	\$	20.36	24 OT hours	Progress cleaning and skilled labor work
16	30	228	\$	4,408.00	\$	19.33		Progress cleaning and skilled labor work. Note that dollar amount is correct but number of hours is noted as 268 and was actually 228. GH corrected on this spreadsheet.
16	31	240	\$	4,640.00	\$	19.33		Progress cleaning and skilled labor work
16	32	288	\$	5,816.00	\$	20.19		Progress cleaning and skilled labor work
16	33	288	\$	6,032.00	\$	20.94	48 OT hours	Progress cleaning and skilled labor work
16	34	180	\$	3,480.00	\$	19.33		Progress cleaning and skilled labor work
16	35	39	\$	858.00	\$	22.00		Progress cleaning and skilled labor work
16	36	80	\$	1,760.00	\$	22.00		Progress cleaning and skilled labor work
15	NA	0	\$	-				
14	23	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
14	24	194	\$	3,840.00	\$	19.79		Progress cleaning and skilled labor work
14	25	287	\$	5,550.00	\$	19.34		Progress cleaning and skilled labor work
14	26	327	\$	6,350.00	\$	19.42		Progress cleaning and skilled labor work
14	27	288	\$	5,888.00	\$	20.44	32 OT hours	Progress cleaning and skilled labor work
14	28	288	\$	5,987.00	\$	20.79	43 OT hours	Progress cleaning and skilled labor work
13	20	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work. Note that the number 20 is used twice but the hours and dates are different
13	20	396.5	\$	7,583.00	\$	19.12		Progress cleaning and skilled labor work. Note that the number 20 is used twice but the hours and dates are different
13	19	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
13	18	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
13	17	180	\$	3,624.00	\$	20.13		Progress cleaning and skilled labor work
13	16	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
13	15	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
12	NA	0	\$	-				
11	8/7/20-8/13/20	192	\$	3,840.00	\$	20.00		Progress cleaning and skilled labor work
11	7/31/20-8/6/20	136	\$	2,832.00	\$	20.82		Progress cleaning and skilled labor work

11	7/17/20-7/23/20	96	\$	2,112.00	\$	22.00	Progress cleaning and skilled labor work
11	7/10/20-7/16/20	96	\$	2,112.00	\$	22.00	Progress cleaning and skilled labor work
11	7/3/20-7/9/20	96	\$	1,920.00	\$	20.00	Progress cleaning and skilled labor work
10	6/26/20-7/2/20	104	\$	2,080.00	\$	20.00	Progress cleaning and skilled labor work
10	6/19/20-6/25/20	100	\$	2,000.00	\$	20.00	Progress cleaning and skilled labor work
9	5/15/20-5/21/20	35	\$	700.00	\$	20.00	
9	5/22/20-5/28/20	70	\$	1,340.00	\$	19.14	
9	5/28/20-6/4/20	79	\$	1,518.00	\$	19.22	
9	6/5/20-6/11/20	40	\$	800.00	\$	20.00	
9	6/12/20-6/18/20	464	\$	8,764.00	\$	18.89	Progress cleaning and skilled labor work
8	5/6/20-5/7/20	20	\$	400.00	\$	20.00	
8	5/8/20-5/14/20	50	\$	1,000.00	\$	20.00	
7	NA	0	\$	-			
6	NA	0	\$	-			
5	NA	0	\$	-			
4	NA	0	\$	-			
3	NA	0	\$	-			
2	NA	0	\$	-			
1	NA	0	\$	-			

\$ 20.64 Average rate per hour including OT, PR Taxes, Insurance, etc.

# Exhibit 5



STATE OF SOUTH CAROLINA  
DEPARTMENT OF EDUCATION

MOLLY M. SPEARMAN  
STATE SUPERINTENDENT OF EDUCATION

CERTIFICATE OF OCCUPANCY  
OFFICE OF SCHOOL FACILITIES

Building Permit Number: 2019-119

Name of District: **Lexington/Richland 5**

Property Number: N/A

District Address: **1020 Dutch Fork Road**

Project Reference Number: N/A

**Irmo, SC 29063**

Project Name: **Piney Woods ES**

Applicable ICC Edition: **2015**

Project Address: **814 Amicks Ferry Road**

Applicable ICC A117.1 Edition: **2017**

**Chapin SC 29036**

Applicable SC Facilities Planning and

Project Description: **New Elementary**

Construction Guide Edition: **2018**

**School**

Occupancy Classification: A-1  A-2  A-3  A-4  A-5  B  E  M  S-1  S-2  U

Use: **Educational/Elementary School**

Type of Construction: **Type II-B**

Design Occupancy Load: **3,189**

Is an Automatic Sprinkler System Required? Yes  No

Is an Automatic Sprinkler System Provided? Yes  No

**SPECIAL CONDITIONS/COMMENTS**

- C.O. based on the May 18, 2021 Final Inspection by Molly Fanguy of the OSF and the Third Party Inspector's and Design Professional's Final Inspection Reports indicating no outstanding deficiencies

Approved: Wayne Stokes  
(OSF Representative)

Date: 7/30/2021

Permission to occupy is granted for the project description noted above that has been inspected for compliance with the requirements of the codes referenced above for the occupancy and use for which the proposed occupancy is classified and subject to the Special Conditions listed above.

# Exhibit 6



Minutes/ December 10, 2018

The Board of Trustees of School District Five of Lexington and Richland Counties met at CrossRoads Intermediate School with the following members present:

Mr. Robert Gantt, Chairman  
Ms. Beth Hutchison, Vice Chairman  
Mr. Michael Cates, Secretary  
Mrs. Nikki Gardner  
Mrs. Jan Hammond  
Mr. Ken Loveless  
Mr. Ed White  
Dr. Christina Melton, District Superintendent

The following staff were in attendance:

Mrs. Katrina Goggins, Director, Office of Communications  
Mr. Michael Guliano, Chief Instructional Officer  
Dr. Michael Harris, Chief Planning and Administrative Officer  
Dr. Allison Jacques, Chief Human Resources Officer  
Mr. Len Richardson, Chief Finance Officer

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

The Invocation was given by Michael Cates, Board of Trustees. The Pledge of Allegiance was led by Jack Bauer, Student Council President, and Julia French, Student Council Vice President, CrossRoads Intermediate School.

The Ceremonial swearing-in of Nikki Gardner took place with administering the Oath of Office by Sydney Asmus, a fifth grade student at Chapin Intermediate School.

The Board conducted the School Board Spotlight.

A welcome and brief overview of CrossRoads Intermediate School was given by Justin Thomas, Principal.

During the Superintendent's Report, Dr. Robin Hardy gave a presentation on Health Science Partnership at Irmo High School; Len Richardson presented the monthly financial reports (Exhibit E); Dawn Strickland presented the Comprehensive Annual Financial Report FY 2018 (Exhibit F); and Vann Holden presented an update on the new State Accountability Model.

During the public participation, Liesha Huffstetler and Kim Murphy spoke regarding the new elementary school.

Katrina Goggins presented the proposed 2019-2020 calendar (Exhibit M).

SCHOOL DISTRICT FIVE  
OF  
LEXINGTON AND RICHLAND COUNTIES

Meeting of December 10, 2018

		C A T E S	G A N T T	G A R D N E R	H A M M O N D	H U T C H I S O N	L O V E L E S S	W H I T E
1.	M. Cates  S. Hammond  Approve the agenda	X	X	X	X	X	X	X
2.	M. White  S. Hutchison  Enter executive session to consider the following : a) selected employment items (Exhibit A) ; b) receipt of legal advice regarding a proposed contract for design services for a new elementary school (Exhibit B) ; c) receipt of legal advice regarding a proposed contract for construction manager at risk services for a new elementary school (Exhibit C) ; d) receipt of legal advice regarding the issuance and sale of general obligation bonds (Exhibit D) ; and e) receipt of legal advice regarding personnel matters and potential litigation	X	X	X	X	X	X	X
3.	M. Hutchison  S. Hammond  Approve the minutes of the November 19, 2018 board meeting	X	X	X	X	X	X	X
4.	M. Hutchison  S. Cates  Return to executive session  M. Cates  S. Hammond  Amend to move Office of Instruction #1. Health Science Partnership at Irmo High School to the top of item #12 and then recess after that	X	X	X	X	X	X	X
8.	Vote on original motion	X	X	X	X	X	X	X
5.	M. Hutchison  S. Hammond  In consideration of the time in the late evening and the weather that we do items 12, 13, 14 and 21 tonight and hold the other items on the agenda for our next meeting	X	X	X	X	X	X	X
6.	M. Hutchison  S. Cates  Approve the selected employment items (Exhibit A)	X	X	X	X	X	X	X

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

SCHOOL DISTRICT FIVE  
OF  
LEXINGTON AND RICHLAND COUNTIES

Meeting of December 10, 2018

		C A T E S	G A N T T	G A R D N E R	H A M M O N D	H U T C H I S O N	L O V E L E S S	W H I T E
7.	M. Hammond                      S. Hutchison  I move that we conditionally sustain the suspension and recommendation of termination of a professional employee, subject to the employee's rights to a hearing regarding the suspension and recommendation of termination, consistent with State law	X	X	X	X	X	X	X
8.	M. Cates                              S. Hutchison  I hereby move that the Board approve the execution of a contract for Design Services for a new elementary school to be located at Amicks Ferry Road with Quackenbush Architects. Quackenbush was the highest ranked proposer for the solicitation and the Administration has recommended a proposed contract which has been negotiated with that firm for the services needed. This proposed contract has been solicited and negotiated in accordance with the applicable Board policy and the District's procurement code  This motion authorizes the Superintendent to confirm the acceptability of all contract terms with the District's counsel and or return the matter to the agenda for a special called meeting for further approval if necessary and move forward with the design of the school  M. Hammond                      S. Loveless  Amend to delay vote until we have directed the Superintendent to explore the possibility to build this much needed elementary school on the already purchased site of Derrick's Pond because it is a much safer site and is where the extended growth is located  Vote on original motion	No	No	No	X	No	X	No
		X	X	X	No	X	No	X
9.	M. White                              S. Cates  I hereby move that the Board approve the execution of a contract for Construction Manager at Risk Services for a new elementary school to be located on Amicks Ferry	X	X	X	No	X	No	X

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



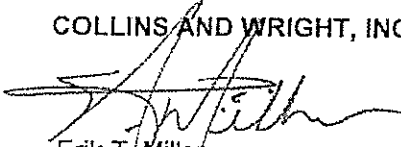
# Exhibit 7



We appreciate the opportunity to quote you this work. Please call should you have any questions.

Sincerely,

COLLINS AND WRIGHT, INC.

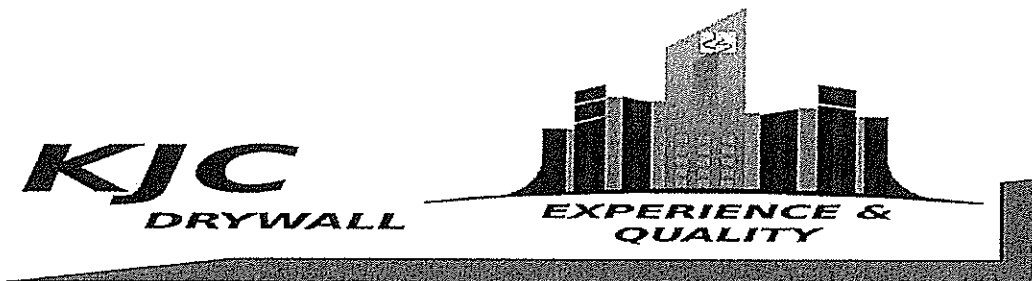


Erik T. Miller  
Vice President  
Administration and Finance

ETM/mm

**Prices Are Good For Thirty Days Only**

9 CONTRACT



Attn: Glenn Dillon / Contract Construction Inc.  
 Date: 10/29/19  
 We propose to furnish and install the following:

Project: NEW ELEMENTARY SCHOOL #13  
Scope: Exterior/Interior metal Framing, Gypsum Board hanging and finishing, Acoustical Clg grid and Tile

Metal stud and drywall pricing includes:

Gypsum board at interior/exterior walls, ceilings and bulkheads to Level 4 finish  
 Batt Insulation related to drywall, hollow metal door frames installation only  
 All Equipment/Labor/Materials for scope as proposed

Pricing Drywall/Insulation/Mtl studs \$397,228.00

ACT pricing includes:

As indicated on plan, Complete installation of Acoustical grid and tile.  
 All Equipment/Labor/Materials for scope as proposed

Pricing /ACT ~~\$354,507.00~~

Pricing if drywall and ceilings combined ~~\$737,232.00~~

BOND ?

Pricing includes Addendums #1 through #3

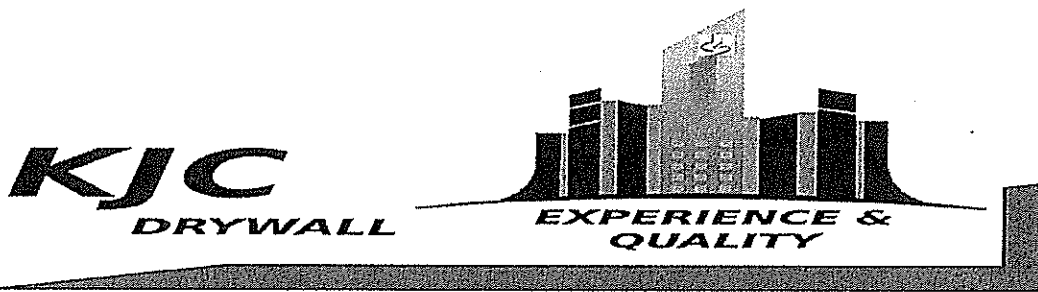
Clarifications: General Contractor shall furnish temporary light and heat. Dumpster and temporary restroom facilities shall be furnished by General Contractor. Fireproofing provided is for metal stud walls only

Exclusions: (Labor & material) Wood framing and/or OSB sheathing at wood substrates , access doors/panels , expansion joint covers, foam insulation, Fireproofing of other trades work , temporary walls or barricades, sealing other trades penetrations, texturing of walls or ceilings, sprinkler trim rings, slack wires for support of other trades fixtures or equipment, flashing, sealing, caulking or waterproofing of exterior sheathing including felt or tyvek, welding, stenciling of partitions, Wall protections ( corner guards, etc.) , , Temp walls, , Drywall composite shapes Wood Blocking, any acoustical wall panels , any items not inclusive of the drywall and/or ACT pricing above

Based On: Plans dated 10-01-19

\*\*\*Quote is good from 60 days from date of Proposal-After which time allowances must be made for repricing.\*\*\*

Sincerely,  
 Juan Cruz  
 2343 Glenn Rd  
 Gaston SC 29053  
[Juan@KJCDRYWALL.com](mailto:Juan@KJCDRYWALL.com)  
 Cell 425-327-6387



Attn: Glenn Dillon / Contract Construction Inc.  
 Date: 10/29/19  
 We propose to furnish and install the following:

Project: NEW ELEMENTARY SCHOOL #13  
Scope: Exterior/Interior metal Framing, Gypsum Board hanging and finishing, Acoustical Clg grid and Tile

Metal stud and drywall pricing includes:  
 Gypsum board at interior/exterior walls, ceilings and bulkheads to Level 4 finish  
 Batt Insulation related to drywall, hollow metal door frames installation only  
 All Equipment/Labor/Materials for scope as proposed  
**Pricing Drywall/Insulation/Mtl studs \$397,228.00**

ACT pricing includes:  
 As indicated on plan, Complete installation of Acoustical grid and tile.  
 All Equipment/Labor/Materials for scope as proposed  
**Pricing /ACT \$354,507.00**  
**Pricing if drywall and ceilings combined \$737,232.00**

Add alternate #3 clearstory at Kindergarden \$8,996.00

**Pricing includes Addendums #1 through #3**

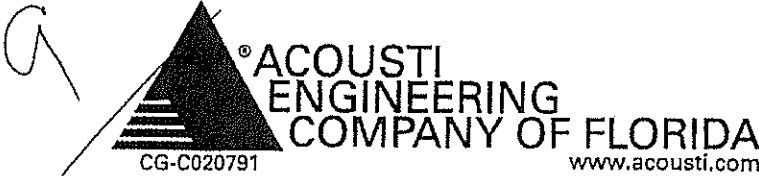
Clarifications: General Contractor shall furnish temporary light and heat. Dumpster and temporary restroom facilities shall be furnished by General Contractor. Fireproofing provided is for metal stud walls only

Exclusions: (Labor & material) Wood framing and/or OSB sheathing at wood substrates , access doors/panels , expansion joint covers, foam insulation, Fireproofing of other trades work , temporary walls or barricades, sealing other trades penetrations, texturing of walls or ceilings, sprinkler trim rings, slack wires for support of other trades fixtures or equipment, flashing, sealing, caulking or waterproofing of exterior sheathing including felt or tyvek , welding, stenciling of partitions, Wall protections ( corner guards, etc.) , , Temp walls , Drywall composite shapes Wood Blocking, any acoustical wall panels , any items not inclusive of the drywall and/or ACT pricing above

Based On: Plans dated 10-01-19

\*\*\*Quote is good from 60 days from date of Proposal-After which time allowances must be made for repricing.\*\*\*

Sincerely,  
 Juan Cruz  
 2343 Glenn Rd  
 Gaston SC 29053  
[Juan@KJCDRYWALL.com](mailto:Juan@KJCDRYWALL.com)  
 Cell 425-327-6387



ALACHUA 32615 CHARLOTTE, NC 28217 CLEARWATER 33758 FT.MYERS 33902-2232 HOUSTON, TX 77206	14100 NW 126 TERRACE 2011 CROSS BEAM DRIVE P.O. BOX 4869 P.O. BOX 2232 P.O. BOX 10378	AC 386-462-9800 FAX 386-462-9901 AC 704-424-9766 FAX 704-424-9767 AC 727-531-7774 FAX 727-539-7596 AC 239-332-1610 FAX 239-332-2796 AC 713-692-6290 FAX 713-692-3623	JACKSONVILLE 32203-2147 MEDLEY 33178 NASHVILLE, TN 37211 ORLANDO 32861-8146 PENSACOLA 32501	P.O. BOX 2147 9330 N.W. 100th ST. 616 SPACE PARK DR. P.O. BOX 618146 570 HEINBERG ST.	AC 904-781-8355 FAX 904-781-9639 AC 305-887-1007 FAX 305-884-4175 AC 615-781-8682 FAX 615-781-0027 AC 407-425-3467 FAX 407-422-6502 AC 850-434-0264 FAX 850-434-1386	RALEIGH, NC 27603 ROCKLEDGE 32955 TALLAHASSEE 32304 TAMPA 33687-0889 33407	1113 TRANSPORT DRIVE 426 GUS HIPP BLVD. 2802 PLANT ST. P.O. BOX 290889 5900 AUSTRALIAN AVE. STE.9	AC 919-771-2255 FAX 919-771-2290 AC 321-636-4042 FAX 321-636-4087 AC 850-576-0102 FAX 850-575-7009 AC 813-620-0718 FAX 813-628-4310 AC 561-863-2441 FAX 561-863-2498
---	---	---	--	---	---	--	--	---

Contract Construction	Date	10-29-19
Attn: Greg	Building	E.S. #13
	Location	Chapin, SC
	Architect	Quackenbush

OCT29 2:08PM

Gentlemen:

This is a proposal to furnish all materials and labor as herein described for the above named project as per your Plans & specs dated 10-1-19 & 3 addendums noted.

**ACOUSTICAL CEILINGS:** Seismic "C"

**Base Bid:**

APC-1: Install approx. 76,550sf of a white 15/16" intermediate duty grid system by USG or equal.

Tile to be USG Radar #22421 square edge 2x2 or equal.

APC-2: Install approx. 3,200sf of grid system as specified above.

Tile to be USG Halcyon #98441 square edge 4x4 or equal.

APC-3: Install approx. 10,202sf of grid system as specified above.

Tile to be USG Mars #88137 High NRC 2x2 square edge or equal.

**ACOUSTICAL WALL PANELS:**

AWP-1: Install approx. 864sf of a Conwed Rebound 2-1/16" thick wall panel on z-clips with Guilford Anchorage fabric #2335 Custom print as shown or equals.

AWP-2: Install approx. 1,120sf of wall panels as specified above (no custom print) as shown.

Qualifications: 1) No overtime included. 2) Fixture supports by others.

3) No demo included. 4) No insulation included.

Price includes material.....tax.....labor.....\$341,873.00

**Alternate #6:**

AWP-1: Install approx. 1,375sf of wall panels as specified above in AWP-1.

Acoustical tack boards: Install approx. 192sf of a 1-1/8" wall panel with fabric as specified above in AWP-2.

Add to above.....\$71,307.00

Acousti reserves the right to negotiate the final terms and conditions of any contract resulting from this proposal.

Purchaser's acceptance of the intent of this proposal whether by this form or otherwise, incorporates all conditions of this proposal shown on this and the reverse side. All subject to purchaser's acceptance by an authorized officer or agent, within twenty (20) days from date hereof.

**IF YOUR CONTRACT FORM IS NOT REQUIRED, KINDLY SIGN AND DATE THIS PROPOSAL ON THE REVERSE SIDE TO SIGNIFY ACCEPTANCE. THANK YOU.**

Respectfully submitted,  
 ACOUSTI Engineering Company of Florida  
 John Kraft

STATE SALES TAX NOT INCLUDED ON MATERIAL SALES.  
 (See reverse side for conditions and ACCEPTANCE)

John Kraft  
 Associate Branch Manager  
 704-424-9766

F020



COLUMBIA OFFICE: 3207 Leaphart Road • West Columbia, SC 29169 • (803) 939-9168 • FAX (803) 939-9169  
Raleigh – Greensboro – Charlotte – Greenville – Wilmington, NC  
Greenville/Spartanburg – Columbia – Charleston, SC – Nashville, TN  
www.precisionwalls.com

To: Contract Construction  
Attn: Glenn Dillon

Date: 10/29/2019

## PROPOSAL

Project: Elementary School #13 District Location: Amicks Ferry Road/Lake Tide- Chapin, SC  
Five Of Lexington & Richland  
Counties

Architect: Quackenbush

Seismic Design Category A or B  C  D or E

Plan Pages/Dates: A's & S's 10/1/19

Addenda: #1, #2, #3

We propose to furnish and install the following based on:

### Clarifications & Conditions:

1. All Welded Door/Window Frames must be on site prior to our commencement of framing.
2. Control Lines & Benchmarks to be provided by others at no cost to PWI.
3. Layout & top out of walls & openings prior to MEP rough-in is required.
4. Trash removal must be accomplished utilizing a dumpster within 100' of the building, a trash chute (in multistory construction), or removal from building by others.
5. We reserve the right to review job sequence & schedule prior to signing a contract.
6. Electrical source (with GFI) shall be within 100' of the PWI work area(s) providing full power and equipment, sufficient lighting (not drop or pull lights), heat, water & ventilation for proper hanging, and finishing of drywall. OCT29 3:40PM
7. We are a NC certified HUB.
8. We exclude: Demolition, decking, all wood items including plywood, miscellaneous metal, blocking or backing, unistrut, threaded rod, bent plate, lintels, tube steel, building expansion joint covers, access doors, painting, texturing, wall paper, special wall or ceiling finishes, caulking/sealants of other trades, spray foam insulation, rigid insulation, insulation not specifically mentioned below, flashing and/ or any break metal, sheet metal, trash removal off site, sound/fire protection of fixtures or devices, outlet box barrier pads, sealing of other trades penetrations, no sprinkler or other MEP trim rings, hangar wires for lights or ceiling devices, temporary heat or lighting, temporary power, dumpsters, fireproofing, OSHA related barricades, texture fees, Bond, fluid applied air or weather barrier, acoustical wall panels, EIFS, DEFS.
9. We include:
  - a. Exterior walls with structural studs, 5/8" glass mat sheathing.
  - b. Exterior soffits with structural studs, 5/8" glass mat sheathing.
  - c. Interior metal stud and gypsum board partitions with 3 5/8" and 6" drywall studs, 5/8X gypsum board per partition types schedule.
  - d. Metal stud and gypsum board soffits per reflected ceiling plans.
  - e. Interior joist tops with structural studs, 5/8X gypsum board as shown.

- f. 5/8X gypsum board thru out.
- g. Moisture resistant gypsum board at walls of toilet rooms.
- h. Abuse resistant gypsum board at classrooms.
- i. Level 4 finish at gypsum board exposed to view.
- j. Level 5 finish at specified locations.
- k. Unfaced insulation within metal studs.
- l. Setting of hollow metal door frames within metal studs, (frames furnished and sorted by G.C.).
- m. Sound sealant at base and head of metal stud and gypsum board sound rated partitions.
- n. Acoustical ceilings per finish schedule.

**BASE BID: \$897,825.00**

**ALTERNATE #3 ADD: \$39,845.00**

**ALTERNATE #6 ADD: \$42,530.00**

**Clarifications:**

- a) Pricing does not include 7/8" hat channel for attachment of metal wall panels.
- b) Pricing does not include 1 1/2" metal furring for attachment of insulated metal wall panels.
- c) Pricing does not include acoustical wall panels.

**ADD: \$33,881.00 for motorized window shades. Includes power panel, key pad and programming.  
(Note: Wiring of motorized window shades by G.C.)**

By: Jody Koon, Sales/Estimator  
Name and Title

10/29/2019  
Date

## PWI STANDARD PAYMENT TERMS

Payments, Progress or Final - The Contractor shall pay the Subcontractor each progress payment and the final payment under this Subcontract within five working days after he receives payment from the Owner, except as provided below. The amount of each progress payment to the Subcontractor shall be the amount to which the Subcontractor is entitled, reflecting the percentage of completion allowed to the Contractor for the Work of this Subcontract applied to the Contract Sum of this Subcontract, and the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work, plus, to the extent permitted by the Contract Documents, the amount allowed for materials and equipment suitably stored by the Subcontractor, less the aggregate of previous payments to the Subcontractor.

If the Architect or Owner does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as above or the final payment as follows.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be due when the Work described in this Subcontract is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect or Owner, and shall be payable as above.

If this Contract is direct with the Owner, then the Owner shall pay Precision Walls, Inc., any progress or final billing on or before the tenth of the following month.

**A 1½% MONTHLY INTEREST RATE WILL BE CHARGED ON ALL DELINQUENT ACCOUNTS CARRIED OVER FROM THE PREVIOUS MONTH.**

### ACCEPTANCE

Accepted by:

Approved by:

\_\_\_\_\_  
Name of Company

Precision Walls, Inc.  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Exhibit 8





Cost for additional soil cement along Amick's Ferry	\$	(4,768.75)	2313	PA 17
Cost to connect the BDA to the firealarm for monitoring. This was not picked up originally because it was not known if one was needed.	\$	(2,233.59)	CMI	PA 17
Data wire upgrade from Cat 6e to Cat 6A cabling.	\$	(11,350.00)	Design Phase	PA 17
Reconcile the sitework contingency	\$	19,528.64	2314	PA 17
Reconcile Bond	\$	21,680.00	1700	PA 17
Overage on Toilets	\$	(4,000.00)	1554	PA 17
Overage on temp labor	\$	(32,000.00)	1160	PA 17
Reduce office supplies	\$	1,915.35	1215	PA 17
Reduce misc tools	\$	4,000.00	1221	PA 17
Price increase on kiln	\$	(254.66)		Noted on PA 17 contingency accounting but was not captured in the SOV adjustment. Captured on PA 18
Add signs per RFP 31 at the bathrooms	\$	(392.58)	Clay-King	PA 18
Add mechanical fasteners to signs	\$	(4,382.27)	A-B Signage	PA 18
Cost for added exterior sprinkler riser room sign	\$	(203.96)	A-B Signage	PA 18
Added concrete per RFP 32	\$	(14,124.00)	Coogler	PA 18
Cost for 3/4" letters depth for exterior building letters	\$	(1,827.96)	A-B Signage	PA 18
Cost for access doors/panels	\$	(567.10)	New South	PA 18
Cost for additional temporary labor	\$	(26,055.00)	CCI	PA 18
Sound System for Gym (no fire alarm yet)	\$	(13,558.05)	West	PA 20
Projector System for Café	\$	(31,728.02)	West	PA 20
Cost for signs per RFP 2	\$	(500.00)	Coogler	PA 20
RFP 26 to add CO2 detectors	\$	(6,192.52)	West	PA 20
Acoustical Panels for Gym	\$	(24,072.00)	C&W	PA 20
Acoustical Panels (Fabric Wrapped Wall Panels)	\$	(59,947.00)	C&W	PA 20
SCDOT Soil Cement	\$	(44,352.75)	Coogler	PA 20
Deduct Stone Base	\$	61,411.50	Coogler	PA 20
Add freezer/cooler to the generator	\$	(10,162.00)	West	PA 20
Graphics	\$	(11,270.84)	Image 360	PA 20
Cost for added smoke detector per TK Elevators in the shaft for LLR	\$	(1,210.00)	West	PA 20
Cost to relocate AV and power in office and cost to pull a neutral for 3 hot pans in kitchen not shown on the drawings	\$	(1,880.66)	West	PA 20
Cost to add irrigation at the property corner in place of privacy fencing	\$	(3,727.36)	Chason	PA 21
Additional bollards at generator per OSF inspection	\$	(1,827.98)	CCI, D&T, CIDS	PA 22
Additional GFCIs in Kitchen	\$	(846.96)	West	PA 22
Overage on temp labor	\$	(20,574.44)	CCI	PA 21
Electrical cost to move camera and the added cameras	\$	(888.39)	West	PA 22
Cost for bell system to be installed	\$	(2,498.18)	CMI	PA 22
Cost to add sod to the play field	\$	(25,954.00)	Chason	PA 22
Reconcile for Temp Toilets, truck use, and equipment rental	\$	(3,738.53)		PA 22
Cost for egress plans	\$	(5,500.00)	Quackenbush	PA 22
Grass cutting	\$	(2,075.00)	Southern Cuts	PA 22
Flashing around exterior opening.	\$	(14,970.00)	RW Ford	PA 23
Cost to move school zone sign towards curbs on Amicks Ferry	\$	(6,520.00)	Coogler	PA 23
Grass cutting	\$	(1,400.00)	Southern Cuts	PA 23

Connect tea maker in the kitchen per owner request						PA 23
Cost for modifications to LED message sign cabinet	\$	(1,461.31)				PA 23
Cost for added signs for Fire Alarm	\$	(1,262.41)				PA 23
Cost for RFP 4 for the SCDOT revisions	\$	(25,105.00)				PA 23
Reconcile the month of August 2021	\$	45,852.93				PA 23
Credit for sod at curbs that was not installed	\$	3,782.00				PA 24
Reconcile overages for month of September 2021	\$	(2,463.80)				PA 24
Credit from landscape punchlist items	\$	549.00				PA 25
Cost for new pistache trees for planters. Current ones will be replanted on campus.	\$	(4,936.00)				PA 25
Floor Patching	\$	(5,604.00)				PA 25
Cost savings from miscellaneous invoices	\$	13,604.94				PA 25
Cost savings on PM			\$	49,354.30		PA 26
Cost savings on expansion control			\$	3,191.21		PA 26
Cost savings on soils allowance			\$	170,000.00		PA 26
Cost savings on miscellaneous materials			\$	1,057.65		PA 26
Total	\$	(867,248.09)	\$	223,603.16		
Contingency Amount Left (this will match BTF on Pay App)	\$	369,467.25				
Contingency Balance including ALL outstanding pricing	\$	369,467.25				

# Exhibit 9

