

STATE OF SOUTH CAROLINA)	BEFORE THE CHIEF PROCUREMENT
COUNTY OF RICHLAND)	OFFICER FOR CONSTRUCTION
)	
)	CASE NO. 2009-009
IN THE MATTER OF: CONTROVERSY)	
)	ORDER APPROVING SETTLEMENT
BOYKIN CONTRACTING, INC.)	
vs.)	
UNIVERSITY OF SOUTH CAROLINA)	POSTING DATE: APRIL 29, 2009
SWEARINGEN FRONT ENTRANCE)	
LANDSCAPING)	
INDEFINITE DELIVERY CONTRACT)	
<u>PROJECT NO. H27-D115-TR</u>)	

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from Boykin Contracting, Inc. (Boykin), under the provisions of §11-35-4230 of the South Carolina Consolidated Procurement Code ("the Code"), for an administrative review on the Swearingen Front Entrance Landscaping Project ("the Project") for the University of South Carolina (USC). In its request, Boykin disputes USC's deduction of \$34,533.33 from the contract price pursuant to a Construction Change Directive arguing that the deduction should be \$11,763.00. Pursuant to §11-35-4210(3) of the South Carolina Code, the CPOC evaluated the issues for potential resolution by mutual agreement, determined that mediation was appropriate, and appointed a mediator. The attempt to mediate was successful. Boykin agreed to a deduct change order to its contract with USC in the amount of \$17,000.00 and Boykin agreed to accept this deduct change order as a complete resolution of its claim. [The parties' agreement is attached as Exhibit "A"] This consent agreement settles all matters in dispute raised in Boykin's request for administrative review.

CPOC FINDINGS

Based on a review of facts and issues surrounding this controversy, the CPOC finds that the parties engaged in good faith, free, and full discussions leading to a mutually agreeable settlement. It is the finding of the CPOC that the agreement between the two parties is both a complete settlement of the dispute and an acceptable resolution of the dispute. The CPOC further finds that the agreement is in the best interests of the State.

DECISION

Under the authority granted by §11-35-4230(3) of the Code, the CPOC hereby approves the settlement agreement as set forth in Exhibit A. Based on the parties' mutual good faith commitment to perform as set forth in the settlement agreement, the CPOC dismisses the request for administrative review filed by Boykin.



John St. C. White
Chief Procurement Officer for Construction



Date

Columbia, South Carolina

RECEIVED MAR 24 2009



UNIVERSITY OF SOUTH CAROLINA

Campus Planning & Construction

743 Greene Street
Columbia, SC 29208

RECEIVED PHONE 803-777-3126
FAX 803-777-8739

March 11, 2009

MAR 31 2009

Mr. John St. C. White, P.E.
Chief Procurement Officer for Construction
Materials Management Office
1201 Main St., Suite 600
Columbia, SC 29201

OFFICE OF STATE ENGINEER

Re: Settlement with Boykin Contracting
Swearingen Front Entrance Landscaping
Indefinite Delivery Contract No. H27-D093-JM

Dear Mr. White:

Following negotiations with Boykin Contracting regarding the value of work deleted from the original work order, Construction Services Delivery Order Modification No. 2 (copy attached) reducing the amount of the work order by \$17,000.00 was issued and accepted by both parties.

Ben Coonrod (signature) 3/27/09 (date)
Ben Coonrod, Project Manager
Campus Planning and Construction, University of South Carolina

Mike Ammons (signature) 3/25/09 (date)
Mike Ammons
Boykin Contracting, Inc.

Sworn to and Subscribed before me this ## day of March, 2009.

Diane Bevel (signature)
Notary Public
My Commission Expires: 7/27/2015

(Notary Seal)

- cc. Boykin Contracting
George W. Lampl, III
Jim McVey, P.E.
Ben Coonrod, RLA, LEED AP



SE-690 Construction Services Delivery Order Modification

AGENCY

University of South Carolina
743 Greene Street
Columbia, SC 29208

CONTRACTOR

Boykin Contracting, Inc.
P.O. Box 7668
Columbia, SC 29202

PROJECT NAME: Swearingen Front Entrance Landscaping

(State Project Number) - - - H27-D093-RC (Agency IDC Contract Number) Four (4) (Agency Delivery Order Number) Modification Number: Two(2)

COST AND SCHEDULE INFORMATION

	DELIVERY ORDER	CONTRACT
Maximum Total Amount, this IDC:	N/A	
Maximum Total Amount, Delivery Order:	N/A	
Current Amount, this Delivery Order:	\$86,728.00	N/A
Additional Amount, this Modification:	(\$17,000.00)	N/A
Adjusted Amount, this Delivery Order:	\$69,728.00	N/A
Total Authorized to date, all other Delivery Orders:		
Total Authorized to date: (including this Modification)		
Balance Remaining for this IDC:	N/A	

PM: Ben Coonrod
PO68861-H
CP00235840-4
FM00279014

(Other Agency Information)

DESCRIPTION OF MODIFICATION SCOPE: *(attach Contractor's proposal)*
Remove all work associated with installation of concrete overlay, texturing and coloring of concrete, remaining demolition and installation of the other areas of concrete within the front patio area. (As shown on attached drawings -Revised Scope of Work) dated Sept. 2, 2008.)

SCHEDULE

Date of Commencement

Initial Days Allowed

Additional Days Allowed

Revised Date of Sub. Comp.

LIST OF MODIFICATION DOCUMENTS: *(refer to attachments as necessary)*

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the revised scope of work identified in the Modification Documents listed above, and to the Contractor's Cost Proposal dated the 12th day of January, 2009, and this Delivery Order Modification shall be assigned to the Indefinite Delivery Contract identified above.

AGENCY

BY: *Ben Coonrod*
(Signature of Agency Representative)

Ben Coonrod
(Print or Type Name of Agency Representative)

ITS: Project Manager

CONTRACTOR

BY: *Mike Ammons*
(Signature of Contractor Representative)

Mike Ammons
(Print or Type Name of Contractor Representative)

ITS: _____