



State of South Carolina

Office of the Governor

NIKKI R. HALEY
GOVERNOR

1205 PENDLETON STREET
COLUMBIA 29201

September 23, 2013

Mr. Ronald V. Hoffman
225 Lightening Hill Road
North, South Carolina 29112

Dear Mr. Hoffman,

On August 30, 2013, our office received your Freedom of Information Act request for the following in relation to Department of Transportation file numbers 23.139B and 42.128B: all closeout documents, entire closeout package, release of liens, concurrence letters, and all other related documents showing that these files have been closed out and showing the status of each at the time of closeout.

Enclosed are records responsive to your request in the possession of the Office of the Governor. Be advised that our office has waived costs associated with producing this request as allowed pursuant to Section 30-4-40(b) of the South Carolina Code of Laws.

Requests for records in the possession of the South Carolina Department of Transportation can be made to the following email address: FOIAInfo@dot.state.sc.us. If you have questions, please contact the FOIA Officer for SCDOT, Ms. Janet Tucker, at 803.737.0997.

Sincerely,

A handwritten signature in black ink, appearing to read "Swati S. Patel", is written over a horizontal line.

Swati S. Patel
Chief Legal Counsel

SSP/rss

Baker, Josh

From: Nicholas, Wendy <NicholasWB@scdot.org>
Sent: Wednesday, June 05, 2013 11:37 AM
To: jamalbaker@gov.sc.gov
Cc: Baker, Josh; Watson, Clem
Subject: Hoffmans
Attachments: Ltr - Sec to Hoffman -040411.pdf

Jamal,

I apologize for not returning your call about this, but I have been out of the office for over a week and know that it was referred to Clem Watson.

We worked with Josh and others in the Governor's Office last year when the Hoffmans initially contacted Governor Haley. I have attached our last communication with them and there is nothing further we can do.

Wendy Nicholas, Chief of Staff
SC Department of Transportation
(803) 737-0885 [office]
(803) 727-6501 [mobile]

Baker, Josh

From: Nicholas, Wendy <NicholasWB@scdot.org>
Sent: Monday, May 23, 2011 1:37 PM
To: Baker, Josh
Subject: FW: Hoffman - Change Order #8
Attachments: Change Order #8.pdf

Here's the change order, but please call Charles if you've got questions about it. Thanks!

From: Eleazer, Charles R
Sent: Monday, May 23, 2011 1:32 PM
To: Nicholas, Wendy
Subject: Hoffman - Change Order #8

Wendy,
I have a scanned copy. Will this do?

Thanks,

Charles R. Eleazer
Construction Engineer
Office (803)737-1308
Fax (803) 737-2389

Baker, Josh

From: Nicholas, Wendy <NicholasWB@scdot.org>
Sent: Friday, April 15, 2011 11:48 AM
To: Hall, Taylor
Cc: Baker, Josh
Subject: Hoffman Issue
Attachments: Donald V Hoffman - Hoffman Electric Inc - letter dated 4 7 2011.pdf

FYI on this, although it might have already made its way to you because the Governor was copied on it. I am copying Josh as well, because we've had past discussions on this issue.

Let me know if you need anything else.

From: Johnson - Young, Mae Alice
Sent: Friday, April 15, 2011 11:45 AM
To: Nicholas, Wendy
Subject: Letter dated April 7, 2011 to Donald V. Hoffman from Secretary St. Onge

As requested, please find attached correspondence regarding Donald B. Hoffman of Hoffman Electric, Inc., 2950 Redmond Mill Road, North, SC.

Thanks,
Mae



NOT COPY

Secretary of Transportation
South Carolina Department of Transportation
April 7, 2011

Mr. Donald V. Hoffman
Hoffman Electric, Inc.
2950 Redmond Mill Road
North, South Carolina 29112

Dear Mr. Hoffman:

From our meeting on March 22nd and my review of the Information you provided me, I understand you believe South Carolina Department of Transportation (SCDOT) owes your firm \$369,026.76 as a result of its work on five SCDOT projects: Chesterfield County Highway 9 (S. C. File No. 13.603), York County S. C. Route 161 (S. C. File No. 46.890), Spartanburg Highway 29; and Greenville and Spartanburg I-85 (S. C. File No. 23.139B and S. C. File No. 42.128B). SCDOT legal counsel has advised me that SCDOT staff, including the engineering staff, legal counsel and former Secretary of Transportation Limehouse, have devoted considerable time and effort in evaluating your claims, responding to your requests for information, and meeting with you and your representatives. Attached is a summary of the claims with SCDOT's responses.

In May 2009 as a means to "buy peace" and resolve these matters, SCDOT made an offer of \$40,000 to settle all claims, but you failed to accept it. Thereafter, the offer was taken off the table and the files were closed.

At this point there is nothing further we at SCDOT can do for you. Your claims have been reviewed fully on two previous occasions. I cannot justify the expenditure of additional staff time to review this matter again. If you wish to pursue this matter further, you may wish to consult with an attorney or request a review by the Governor's Inspector General.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. St. Onge, Jr.', is written over the word 'Sincerely'.

Robert J. St. Onge, Jr.
Secretary of Transportation

RSO/lcm
cc: Governor Nikki Haley
Enclosures

Hoffman Electric, Inc.
Summary of Claims and Responses

Issue	Hoffman Claim	SCDOT Response
1. Liquidated damages on the Greenville/Spartanburg I-85 projects - \$108,000	Hoffman claims he was wrongfully charged with liquidated damages on these projects.	Due to Hoffman's failure to meet project schedules, pursuant to its contract with SCDOT it could have been charged liquidated damages of \$735,000. At Hoffman's request SCDOT agreed on several occasions to extend the time for completion of the contract, reducing the potential liquidated damages by \$600,000+. The remaining liquidated damages of \$109,000 were fair and reasonable.
2. Sign and post damage on Greenville/Spartanburg I-85 project by Dixie Lawn Service (\$71,812) and Sloan Construction (\$65,901)	Hoffman claims that Dixie Lawn Service and Sloan Construction, each working on separate contracts with SCDOT on I-85, destroyed posts and signs previously erected by Hoffman on its I-85 contract. Hoffman claims it was never reimbursed for these damages and SCDOT took no action against Dixie and Sloan.	Hoffman's contract with SCDOT provided that Hoffman had the responsibility to protect its completed until the work was accepted by SCDOT. The signs and posts involved here were destroyed before SCDOT accepted them. SCDOT's contracts with Dixie and Sloan required Dixie and Sloan to hold SCDOT harmless from third party claims such as Hoffman's. SCDOT tried to facilitate a resolution of the dispute between the three companies. During a meeting held by SCDOT in December 2004, Hoffman indicated its damages were \$25,000. Upon review, SCDOT estimated the damages to be \$11,250 by Sloan and \$7,250 by Dixie, for a total of \$18,500. Sloan and Dixie agreed to pay the damages at that time, but Hoffman never pursued his claim against Sloan and Dixie. In an effort to resolve this issue, SCDOT compensated Hoffman for approximately \$16,000 of the sign damages in Change Order #8.

3. Sign and post damaged by motorists on Greenville/ Spartanburg I-85 project - \$15,685	Hoffman claims that SCDOT prevented it from collecting these claims against motorists because it did not provide Hoffman with copies of the accident reports.	SCDOT has no duty to provide accident reports to Hoffman, although it could have assisted in retrieving the reports from SC Department of Public Safety if Hoffman had given it timely notice of the incidents.
4. Fiber optic repair on Greenville/ Spartanburg I-85 projects- \$15,000	Hoffman claims SCDOT refused to allow Hoffman to repair a fiber optic cable it damaged during its work on I-85 and charged Hoffman with cost to repair.	SCDOT had the fiber optic cable damage repaired by an on-call contractor and collected reimbursement from Hoffman's insurance company. Hoffman mistakenly believes it was charged for this damage. It was not.
5. Spartanburg County I-85 shortages - \$4,503	Hoffman claims he is owed additional money on this project.	SCDOT has never received sufficient documentation of this claim.
6. Greenville County I-85 shortages - \$3,311	Hoffman claims he is owed additional money on this project.	SCDOT has never received sufficient documentation of this claim.
7. Late payments on Chesterfield project	Hoffman claims his payments were delayed on this project by SCDOT.	SCDOT did not have a contract with Hoffman. SCDOT's contract was with U. S. Group. Hoffman was a subcontractor to U. S. Group; therefore, Hoffman's claim was against U. S. Group, or its bonding company, not SCDOT.
8. Late payments on Rock Hill project	Hoffman claims his payments were delayed on this project by SCDOT.	SCDOT did not have a contract with Hoffman. SCDOT's contract was with Eagle Construction. Hoffman was a subcontractor to Eagle; therefore, Hoffman's claim was against Eagle, or its bonding company, not SCDOT.



Secretary of Transportation
South Carolina Department of Transportation
April 7, 2011

Mr. Donald V. Hoffman
Hoffman Electric, Inc.
2950 Redmond Mill Road
North, South Carolina 29112

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Sincerely,

Robert J. St. Onge, Jr.
Secretary of Transportation

RSO/lcm
cc: Governor Nikki Haley
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Hoffman Electric, Inc.

2950 Redmond Hill Road North, SC 29112

March 25, 2011

Governor Nikki Haley
P.O. Box 1773
Columbia, SC 29201

Dear Governor Haley,

Thank you for your assistance thus far in trying to resolve the failure of SCDOT to pay us for work under their contracts over the past several years. As you are aware, we met with Robert J. St. Onge, Jr., the current Secretary of the Department of Transportation, last Tuesday, March 22. This letter is a status update for you after that meeting.

From our conversations in setting up this meeting, we were led to believe that we were meeting with not only Mr. St. Onge, but members of his legal staff and Director of Construction. We were surprised to learn that only Mr. St. Onge was in attendance at this meeting. Also, according to Ms. Wendy Nicholson, Assistant to Mr. St. Onge, there was to have been an investigation of payment history for file numbers 46.890 and 13.603. There was no acknowledgement of this information, and when we asked for it, Mr. St. Onge indicated that since we were the subcontractor on these projects, we would have to sue the prime contractors to resolve those matters. Needless to say, we could see from the beginning that the meeting was of a perfunctory nature, possibly to appease your office only, and that Mr. St. Onge and his staff had no real goal of helping us to resolve these matters.

We were given the opportunity to briefly describe our situation, and Mr. St. Onge indicated that he had no prior knowledge of this before our meeting. We have several times requested for SCDOT to produce Change Order #8, relative to signs damaged by either the Sloan company or motorists, but have yet to see this document. Again in our meeting on Tuesday, Mr. St. Onge produced the quantities page that accompanies Change Order #8, but not the actual Change Order, showing signatures of agreement and confirmation of the quantities. That document is paramount in helping us to determine and show proof of the monies owed to our company, yet we have been unable to obtain it under the Freedom of Information Act. It appears to us that the ongoing delay tactics employed by the legal department of SCDOT, continue still.

Mr. St. Onge indicated that he had no authority to pay us if we were found to be in the right. We supplied him with a book containing copies of letters and other documents related to this issue, and he indicated that he would review that and get back to us. We also informed him of the numerous other contractors like ourselves that have been forced out of business due to the unethical and potentially illegal actions of the SCDOT. He asked why we had not taken legal action, and we explained that legal action would not meet all our goals, which include bringing attention of this behavior to the leadership so that it can be eliminated once and for all. Mr. St. Onge also indicated that he would have to go "outside his department" in order to get this settled for us. We do not

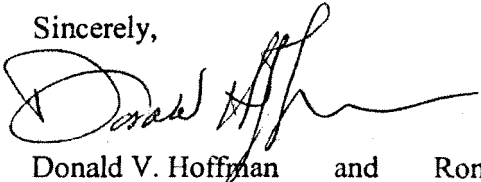
understand that statement, but perhaps you do. In our assessment, this was not a very productive meeting.

Enclosed with this letter is a summary of our issues that was sent to Governor Mark Sanford last June, as well as a document citing the outstanding issues we have with the SCDOT. This document has been updated to reflect any issues that have now been settled, and to show further delays and stall tactics being employed by SCDOT to further damage us and our company.

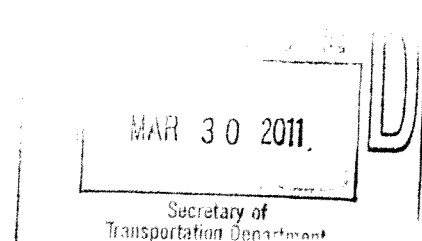
Our contact information is listed below, and we stand ready to produce our proof and information in any forum you deem appropriate. We still have not received the documents, particularly Change Order #8, that will answer many questions, and hope that your staff can assist us to be able to review those. This entire matter can be summed up that it is reflective of false statements on the part of SCDOT, denial of responsibility in areas where the SCDOT is clearly responsible, and what appears to be intentional confusion of facts to result in their own gain. I do not believe that is behavior befitting an agency here in SC that is supported by citizens' tax dollars.

Governor Haley, we have been severely damaged by the SCDOT's failure to be accountable for their own actions, and understand that accountability is in the forefront of your administration. We have been stalled and delayed in getting documents related to our contracts that should be a part of the normal process of doing business here in SC. These delays have caused us to lose the ability to pursue legal avenues because they appeared to be intended to run past the statute of limitations, so we have only to rely upon your administrative authority to settle matters between private citizens and the state. We trust that you and your staff will help us to finally get to the bottom of these issues and resolve them in the most efficient and effective manner. You are the only chance we see to get any justice in this, and we are counting on you. Please do not let us down.

Sincerely,



Donald V. Hoffman and Ronald V. Hoffman



Hoffman Electric, Inc.
2950 Redmond Hill Road North, SC 29112

June 28, 2010

Governor Mark Sanford
PO Box 12267
Columbia, SC 29211

Dear Governor Sanford,

I'm writing you this letter to bring you up to speed on Hoffman Electric's claims against SCDOT. These are the facts:

1. Sloan Damages: Overlapping Contract between Sloan Construction and the SCDOT and Hoffman Electric and the SCDOT

The SCDOT claims that they paid Hoffman Electric for the damages by Sloan Construction, while working under contract for the SCDOT, by writing a Change Order #8. The fact is that Change Order #8 is not for the damages caused by Sloan Construction Company.

We are requesting all documents that relate to Change Order #8, including the order to generate Change Order #8, and a copy of the contract between Sloan Construction and SCDOT on the ramp widening projects on I-85. This will determine what amount SCDOT has paid Hoffman Electric for the overlapping contract between Sloan Construction and SCDOT.

2. Dixie Damages: Overlapping Contract between Dixie Lawn Service and the SCDOT and Hoffman Electric and the SCDOT

The facts are that Dixie Lawn Service, instead of moving around the signs, simply ran over and destroyed them. Secondly, SDOT insisted that Hoffman Electric should have invoiced Dixie Lawn for these damages. However, Hoffman Electric had and has NO authority over Dixie, which was working under the jurisdiction of the SCDOT. The signs were not property of Hoffman Electric. The signs were the property of SCDOT and as such, SCDOT has a responsibility to govern the contractors working on their right of way, yet they did not do so.

3. Liquidated Damages

The SCDOT has greatly inflated the "potential LD's." SCDOT claims that they could have charged Hoffman Electric for 1,225 days (December 15, 2002 – April 23, 2006). Due to a change by the SCDOT, the materials were not delivered until December 12, 2002, and the project was substantially complete in April of 2004. The SCDOT allowed no days for the change order, rain delays and holidays, nor for the fact that the project was substantially complete.

4. Concurrence Letter

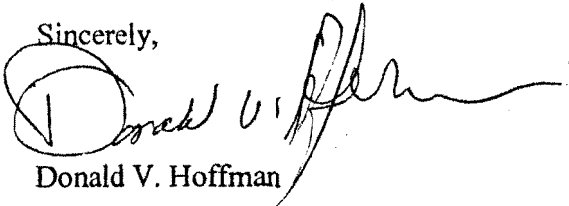
Hoffman Electric has not signed the concurrence letter because the quantities are not complete.

5. Crash Truck

The SCDOT construction office had the truck deliberately towed from the job site. Because of this, Hoffman Electric incurred considerable damages in addition to the towing cost. Mr. Limehouse was more concerned about the costs than the fact that the truck was removed illegally.

The fact is the SCDOT has withheld payments, refused to pay for the work they directed and contracted with us to perform and had our equipment towed from the right of way while working under contract for them. The men responsible are still employed at the SCDOT and Mr. Limehouse is not interested in resolving this fairly. The taxpayers granted you supreme control of the SCDOT so one man could be held accountable, not the General Assembly. Governor Sanford, how long are you going to allow these injustices to continue?

Sincerely,

A handwritten signature in dark ink, appearing to read "Donald V. Hoffman", with a large, stylized flourish extending to the right.

Donald V. Hoffman

HOFFMAN ELECTRIC OUTSTANDING SCDOT ISSUES AND TIMELINE

In late September 2001, Hoffman Electric completed traffic signal installation in Cheraw, SC. SCDOT did not submit request for concurrence with final quantities for final payment until December 15, 2003, making the payment 873 days late.

In mid-December 2001, Hoffman Electric completed traffic signal installation in Rock Hill, SC. Hoffman Electric was charged 42 days in Liquidated Damages (LD's) even though SCDOT sat on the supplemental agreement for 30 of those days before releasing it to Hoffman Electric. SCDOT did not submit request for concurrence with final quantities until late March of 2004, making payments 861 days late. The final quantities were not accurate, but because Hoffman Electric needed the funds to complete the I-85 job, Hoffman Electric accepted what amounted to partial payment in late April of 2004.

In mid-2002, Hoffman Electric completed traffic signal installation on Woodruff Road in Greenville, SC. Hoffman Electric did not receive final payment until mid-2004.

In mid-2002, Hoffman Electric completed traffic signal installation in Spartanburg, SC. SCDOT did not give Hoffman Electric a request for concurrence with final quantities until 22 months later in August 2004.

In December of 2001, Hoffman Electric was awarded a contract for the re-signing of I-85 in Greenville and Spartanburg Counties.

1. After contracted, signed and agreed upon, SCDOT requested a change in the kind of posts to be used.
2. September 9, 2002: SCDOT sent an approved material list for the job.
3. September 18, 2002: SCDOT charged Hoffman Electric in default because the job was not 75% complete. It was impossible for Hoffman Electric to have started the job at that point, because the approved materials list had not been received back by Hoffman Electric.
 - a. Any company being held in default must relinquish all other jobs already approved and cannot bid for any future work until settled. The release of default did not occur until April, 2006.
4. New materials did not arrive until December 12, 2002. This job was to be completed on December 13, 2002.
 - a. Changes requested by SCDOT caused the delay with the job not completing on time, not Hoffman Electric.
5. December 2002: SCDOT started charging Hoffman Electric liquidated damages at \$600.00 per day.
6. April 2003: Overhead sign structure at Airport was ready for construction and SCDOT deleted that sign.
 - a. All costs for bore logs had already been incurred by Hoffman Electric on behalf of SCDOT. Payment for this charge was not made until August 2008.
7. Spring of 2003 through Spring of 2006: Job still in progress. Dixie Lawn was allowed to damage already established work without reimbursing Hoffman Electric for re-work they caused.

- a. Dixie Lawn was contracted by SCDOT for road maintenance including grass cutting in rights-of-way and medians. They would repeatedly knock over and run over signs Hoffman Electric had installed, and neither they, nor SCDOT paid Hoffman Electric to perform re-work, even though SCDOT forced them to restore the signage.
8. Sloan Construction Company, also hired by SCDOT, further created damages to job site as they performed their contracted duties.
 - a. Hoffman Electric was being charged LD's daily for repairs created by this SCDOT contractor and Dixie Lawn.
9. Danny Shealy, former Director of Construction for SCDOT, told David Herbert, current Resident Construction Engineer for SCDOT, to reimburse Hoffman Electric for a number of LD days. Five months later, upon requesting Senator Knotts' assistance with this situation, Mr. Herbert stated to Senator Knotts that his printer had been broken for this period of time and made it impossible for him to complete this task (printing payment checks). Senator Knotts called the IT Department at SCDOT to check on a service call for Mr. Herbert's printer and learned that there was never a service call regarding a malfunctioning printer, logged. There were at least 5 witnesses to the conversation between Mr. Herbert and Senator Knotts regarding the printer.
10. February 2006: Hoffman Electric construction truck was towed from the active job site, even though it was appropriately marked and noticed as being allowed to remain in the work zone. Hoffman Electric had a contractual right to leave vehicle on the right-of-way, so its removal was illegal.
 - a. Hart Baker, Attorney for SCDOT, stated in a previous meeting that SCDOT was responsible for the repayment of all costs incurred by this action. Those costs have not been paid to Hoffman Electric to date.
11. Due to the outstanding issues, Hoffman Electric has not signed a concurrence letter to close the project out. We believe this means the contract is still active, and open to contract disputes and negotiations.

The SCDOT Construction Office willfully changed contracts without proper paperwork, withheld payments due Hoffman Electric, improperly charged penalties, allowed job sites to be damaged by other contractors without taking responsibility, and withheld legal documentation from Hoffman Electric. This list in no way touches the volume or magnitude of injustice imposed on Hoffman Electric by SCDOT. Anyone reading the complete file on these jobs will, without a doubt, see that SCDOT deliberately caused a thriving company to have to shut its doors.

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 05/11/2010

User: eleazecr

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: C011981

Change Order Nbr: 008 Force Acct ID: 0

Change Order Type: Supplemental Agreement

CO Description: Repair exit gore signs and delinators

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
25866(T01)	161		9800200	EA	\$44.00	0	0	50	50	This Chng: \$2,200.00
Item Description CHANGE ORDER ITEM				CO Item Description		Single Delineators				Prev Revised: \$0.00
Supplemental Description1 Single Delineators- amber or clear										New Revised: \$2,200.00
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$2,200.00
										Pct Change: 0.
25866(T01)	181		9800200	EA	\$48.00	0	0	50	50	This Chng: \$2,400.00
Item Description CHANGE ORDER ITEM				CO Item Description		Double Delineators				Prev Revised: \$0.00
Supplemental Description1 Double delineators-amber or clear										New Revised: \$2,400.00
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$2,400.00
										Pct Change: 0.
25866(T01)	92		9800100	LS	\$1,262.79	0	0	1	1	This Chng: \$1,262.79
Item Description CHANGE ORDER ITEM				CO Item Description						Prev Revised: \$0.00
Supplemental Description1 Repairs to exit gore sign NB 48A										New Revised: \$1,262.79
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$1,262.79
										Pct Change: 0.
25866(T01)	93		9800100	LS	\$2,355.44	0	0	1	1	This Chng: \$2,355.44
Item Description CHANGE ORDER ITEM				CO Item Description		Repairs to exit gore structure				Prev Revised: \$0.00
Supplemental Description1 Repairs to exit gore sign SB 51C										New Revised: \$2,355.44
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$2,355.44
										Pct Change: 0.

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
25866(T01)	94		9800100	LS	\$1,837.00	0	0	1	1	This Chng: \$1,837.00
Item Description CHANGE ORDER ITEM				CO Item Description Repairs to exit gore structure		Prev Revised: \$0.00				
Supplemental Description1 Repairs to exit gore sign SB 54						New Revised: \$1,837.00				
Supplemental Description2						Bid Contract: \$0.00				
						Net Change: \$1,837.00				
						Pct Change: 0.				
25866A(T02)	161	0001	9800200	EA	\$44.00	0	0	50	50	This Chng: \$2,200.00
Item Description CHANGE ORDER ITEM				CO Item Description Single Delineators		Prev Revised: \$0.00				
Supplemental Description1 Single Delineators- amber or clear						New Revised: \$2,200.00				
Supplemental Description2						Bid Contract: \$0.00				
						Net Change: \$2,200.00				
						Pct Change: 0.				
25866A(T02)	181	0001	6082210	EA	\$48.00	0	0	50	50	This Chng: \$2,400.00
Item Description DELIN., DOUB. MONO. BR. WALL/BARR.				CO Item Description Double Delineators		Prev Revised: \$0.00				
Supplemental Description1 Double delineators - amber or clear						New Revised: \$2,400.00				
Supplemental Description2						Bid Contract: \$0.00				
						Net Change: \$2,400.00				
						Pct Change: 0.				
25866A(T02)	92	0001	9800100	LS	\$2,874.26	0	0	1	1	This Chng: \$2,874.26
Item Description CHANGE ORDER ITEM				CO Item Description Repairs to exit gore structure		Prev Revised: \$0.00				
Supplemental Description1 Repairs to exit gore sign SB 66						New Revised: \$2,874.26				
Supplemental Description2						Bid Contract: \$0.00				
						Net Change: \$2,874.26				
						Pct Change: 0.				

Total Value for Change Order 008 = \$17,529.49

General or Standard Change Order Explanation

This change order is for the repair to exit gore structures (NB 48A, SB 51C, SB 54 and SB 66) and for placement of single delineators and double delineators on the project. This covers all necessary equipment, labor and materials to complete these items. The change order totals \$ 17,529.49, which brings the total contract amount to \$798,283.49, which underruns the original contract amount by 2.8150%.