COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Mitchell

2. Approval of Minutes:
   April 12, 2022

3. Bids and Purchases

4. Budget, Finance, and Revenue Collections: Approval of the 2022 Amended State Accommodations Tax budget approved by Council on 12/7/21, to amend the budget to include grant awards from the 2022 grant process held in early 2022. This was approved by the Accommodations Tax Advisory Committee on 4/14/2022.

5. Office of Cultural Affairs: Approval to accept the grant award in the amount of $20,000 from the U.S. Department of Agriculture (USDA)’s Pandemic Response and Safety Grant Program for costs associated with enhanced safety protocols for Charleston Farmers Market and West Ashley Farmers Market. There is no City match required.

6. Parks – Capital Projects: Approval of International African American Museum GMP Change Order #15 with Turner Construction Company in the amount of $2,332,588 for subcontractor claims due to roofing delays ($244,076), general conditions for the contractor due to delays in substantial completion ($689,706.34), payments for builder’s risk insurance due to contract extending past the contractual completion date ($270,355) and various change requests in design and materials from the IAAM ($1,128,450.66). Funding will come from the Owner Sitework Allowance ($354,644), the Moisture Barrier balance ($65,167) and the Owner Contingency Allowance ($220,500) in the GMP contract. The remainder needing Council’s approval is $1,692,277, and those funds will come from the IAAM. Approval of Change Order #15 will increase the GMP contract by $1,692,277 (from $59,829,652 to $61,521,929). The funding sources for this project are: Accommodations Tax ($13,200,000), Charleston County Accommodations Tax ($12,500,000), State Funding ($14,000,000), IAAM Contributions ($53,000,000).

7. Parks – Capital Projects: Approval of International African American Museum GMP Change Order #16 with Turner Construction Company in the amount of $372,071 for landscaping changes, security camera and alarm changes, and kitchen changes. Funding for this will come from the IAAM. Approval of Change Order #16 will increase the GMP contract by $372,071 (from $61,521,929 to $61,894,000). Funding sources for this project are: Accommodations Tax ($13,200,000), Charleston County Accommodations Tax ($12,500,000), State Funding ($14,000,000), and IAAM Contributions ($53,000,000).
8. Parks – Capital Projects: Approval of Cannon St. Fire Station #6 Retrofit – FEMA HMGP 4166-10 grant modification acceptance for additional Federal funds in the amount of $564,216.75 for Phase 2 of the Cannon St. Fire Station Retrofit project. This increases the Federal funding for both phases of the project to $3,942,386.50. The additional match of $188,072.25 will come from 2018 General Fund Reserves. The project is complete. Approval of this grant modification does not adjust the total project budget of $5,754,229. Funding sources for this project are: FEMA HMGP ($3,942,386.50), 2015 IPRB Bond ($1,126,057.25), 2015 General Fund Reserves ($269,000), and 2018 General Fund Reserves ($416,783.25).

9. Stormwater Management: Approval of Church Creek Drainage Basin Improvements Fee Amendment #6 with Weston & Sampson Engineers in the amount of $69,574 for the final US Army Corps of Engineers permitting for the Glenn McConnell Parkway culverts. Approval of Fee Amendment #6 will increase the Professional Services Contract by $69,574 (from $618,231 to $687,805). Funding for this project is the Drainage Fund.

10. Stormwater Management: Approval of the Low Battery Seawall Repairs – Phase III Memorandum of Agreement with CPW for in-contract utility work on the Low Battery Seawall Repairs Phase III project from King St. to Limehouse St. Reimbursement will be provided by CPW for expenses incurred in the contract for water and sewer utility work. The estimated dollar amount is around $2,000,000 and could be more or less depending on how much actual CWS related work is performed during this phase of the project.

11. Housing and Community Development: Approval of a Memorandum of Understanding (MOU) template between the City of Charleston and partner organizations. The MOU would be executed between the City of Charleston and organizations partnering with the City of Charleston to provide specific services to persons experiencing homelessness or those at-risk of becoming homeless at the Hope Center. Approval is also requested for the execution of the MOUs for each organization upon review by Corporation Council.

12. Housing and Community Development: Request the Mayor and City Council approve $500,000 in TIF funding to support development of fifty-five (55) affordable rental apartments at the Lowline Affordable Housing Development. Council originally allocated $1.5M for this project, and the developer previously requested $900,000 of the funds. Due to increased construction costs, they are requesting an additional $500,000 in TIF funding from the original approval amount.

13. Police Department: Approval to submit an application for the 2022 Duke Energy SC Emergency Preparedness/Storm Grant in the amount of $12,050 for publication of Hurricane Preparation Guides and promotional pens. The application is due April 29, 2022. There is no City match required for this grant.

14. Police Department: Approval to sign a CARFAX Enrollment Form giving CPD access to CARFAX Investigative tools which provide motor vehicle data for investigative purposes. There is no cost for this service.

15. The Committee on Real Estate (Meeting was held on Monday, April 25, 2022 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Request to authorize the extension of deadline from May 1, 2022 to August 1, 2022 in the Memorandum of Understanding between the City of Charleston and Landmark Enterprises, LLC regarding 14 Sumar Street. The property is owned by the City of Charleston.
b. Please consider the following annexations:

(i) 2506 Birkenhead Drive (0.25 acre) (TMS # 309-13-00-051), West Ashley, (District 2). The property is owned by Christopher R Jefferies.

(ii) 1940 Capri Drive (0.6 acre) (TMS # 350-14-00-039), West Ashley, (District 5). The property is owned by Jeffrey and Meredith Fox.

(iii) 1804 Able Street (0.25 acre) (TMS # 351-02-00-035), West Ashley, (District 7). The property is owned by Lanita Brown.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT: Information Technology
SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) DIGITAL SCANNING
REQUEST: APPROVAL FOR SCANNING SERVICES FOR EXISTING DOCUMENTS AS PART OF THE NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400016689

COMMITTEE OF COUNCIL: Ways & Means
DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Connected</th>
<th>Attachment</th>
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<tr>
<td>Procurement</td>
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FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 940100-52206

Balance in Account ____________ Amount needed for this item $100,000.00

Does this document need to be recorded at the RMC's Office? [x] Yes [ ] No

NOTES: This purchase includes all necessary services to complete scanning to digital format of documents, plans and drawings for multiple City departments as part of the new Electronic Document Management System project. This will allow for the significant reduction in the use and storage of paper and printed copies while improving the City's access to and use of documentation as well as ability to provide documentation upon request.

CFO's Signature: Matt [ Signature ]

FISCAL IMPACT: Funded through ARRA.

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor
CITY OF CHARLESTON
Outsource Scanning and Image Export
Budgetary Estimate
## TEAM ia

City of Charleston  
Outsource Scanning Budgetary Estimate 02/10/2022  
TEAM ia EDMS Term Contract# 4400016689

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<tr>
<th>Source Document Scanning</th>
<th>Estimate</th>
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</thead>
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<td>Document File Preparation and Reassembly (This is for source document preparation not large format and includes scanning entire file as one document into iaFolder)</td>
<td>10 cents per image</td>
</tr>
<tr>
<td>Black and White Scanning and Indexing Drawings larger than 11x17 (includes 6 indexes: cabinet, folder, doc type, date, description, Project Name)</td>
<td>$20/hour</td>
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<td>Courier Services</td>
<td>$150 round trip</td>
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| Estimated Total Price | $100,000 |

**Price Includes:**
- Document Pick
- Document File Preparation
- Document Scanning (black and white) direct to City of Charleston EDMS
- Document QC
- Document Indexing
- Return of Drawings
- Return of images within 2 hours of request within normal business hours

Customer to Provide:
- Transmittal Document (listing all files in boxes)
- Boxed Files
- Boxes Uniquely Numbered

*TEAM ia will invoice monthly for the services provided. Invoice payment terms will be Net 30 Days.*
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree, Information Technology
SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) PHASE IV
REQUEST: APPROVAL TO PURCHASE SOFTWARE & SERVICES TO IMPLEMENT PHASE IV OF THE NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400016689

COMMITTEE OF COUNCIL: Ways & Means
DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Information Technology
Procurement

Signature of Individual Contacted

Attachment

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following:
Dept./Div.: IT
Account #: 940100-58012
940100-52206
Balance in Account Amount needed for this item

$159,139.73 $174,076.27

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: This purchase includes all necessary software and services to implement the fourth and final phase of the new Electronic Document Management System to facilitate the conversion of existing printed documents and plans to digital format and to process future documentation in digital format, significantly reducing the use of paper, saving money, time and storage while improving the City’s interaction with residents and customers. This project will add the following departments and divisions into the previously installed base system implemented under Phase I: Municipal Court, Clerk of Council, Prosecutor's Office, Budget Management, Finance, Procurement, Real Estate Management, and Safety Management.

CFO's Signature: Matt
FISCAL IMPACT: Funded through ARPA.

Mayor's Signature: John J. Tecklenburg, Mayor
# TEAM ia
City of Charleston - Phase 4 EDMS Groups

Executive Department: Municipal Court, Clerk of Council, Prosecutor's Office, BFRC Budget and Finance Admin, BFRC Grants, BFRC Budget and Management, BFRC Finance, BFRC Procurement, BFRC Real Estate, and BFRC Safety Management

SC State Contract # 4400016689 Date: 2/10/2022

## Software

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## Professional Services

- Analysis and Documenting Processes
- Software Implementation and Configuration Integration
- Testing
- Training (Operator, User, and Admin)
- Documentation
- Project Management

## Grand Total

- $168,703

## Total

- $306,703
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Above Prices are good for 30 days. Today's date is 2/10/2022
Freight is not included in above prices and will be prepaid by IA and charged to purchaser.
Tax Rate 9.0%

**TEAM ia**

Executive Department: Municipal Court
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Subtotal: 18,890 22,006 4,230 23,120 26,236

Sales Tax: 9.0%

Total: 18,890 22,006 4,230 23,120 26,236

Above Prices are good for 30 days. Today's date is: 2/10/2022
Freight is not included in above prices and will be prepaid by IA and charged to purchaser.
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Tax Rate 9.9%
## BFRC Budget and Finance Admin

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**Tax Rate**: 9.0%
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Freight is not included in above prices and will be prepaid by IA and charged to purchaser.
Tax Rate: 9.0%
## TEAM ia

### BFRC Budget and Management

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**Tax Rate:** 9.6%
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Above prices are good for 30 days. Today's date is: 2/10/2022

Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate: 8.8%
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Above Prices are good for 30 days. Today's date is: 7/13/2021
Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate 9.0%
## BFRC Real Estate

### Table: Project Costs

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<td>14,536</td>
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Above Prices are good for 30 days. Today's date is 7/13/2021
Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

**Tax Rate: 9.9%**
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</table>

Above Prices are good for 30 days. Today's date is 7/13/2021
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Tax Rate 5.9%
# Team IA

## OPTIONAL: Internet Connector, eForms, and Workflow Licenses

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<th>High Qty</th>
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<td><strong>21,648</strong></td>
<td><strong>32,800</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>36,648</strong></td>
<td><strong>47,800</strong></td>
<td><strong>6,082</strong></td>
<td><strong>42,730</strong></td>
<td><strong>53,882</strong></td>
</tr>
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<td></td>
<td></td>
<td><strong>Sales Tax</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>36,648</strong></td>
<td><strong>47,800</strong></td>
<td><strong>6,082</strong></td>
<td><strong>42,730</strong></td>
<td><strong>53,882</strong></td>
</tr>
</tbody>
</table>

Above figures are good for 30 days. Today's date is: 7/13/2021

Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate: 9.0%
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Wes Chappell
DEPT. Parks

SUBJECT: PEST AND TERMITE SERVICES
REQUEST: Approval to process a change order to increase the contract from 
$70,000.00 to $85,000.00 by adding several city locations to the current 
Contract with Palmetto Exterminators, 624 Orleans Road, Charleston, SC 
29407. Solicitation #19-P062R

COMMITTEE OF COUNCIL: Ways & Means
DATE: April 26, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes □ N/A □ Signature of Individual Contacted □ Attachment □
Cap. Proj. Cmte. Chair □ □ □ □
Parks Department X □ □ □
Procurement Director X □ □ □

FUNDING: Was funding previously approved? Yes □ No □ N/A □

If yes, provide the following:
Dept./Div.: O10100 Account #: A2260
Balance in Account $99,929.16
Amount needed for this item $15,000.00

Does this document need to be recorded at the RMC's Office? Yes □ No □

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt C, Deputy CFO for Fin. Mgmt. □
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
To: Gary Cooper

From: Wes Chappell

Date: 4/11/22

Re: Pest Control Additional Locations

The pest control contract value needs to be increased to $85,000.00 from the current value of $65,758.00 to cover the costs of additional locations. The additional locations are Daniel Island Recreation Center, CPD Forensics and Carr Richardson Park.

cc: BFRC, Robin Robinson — Senior Buyer, BFRC
Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on January 14, 2020, approved the following item in Bids and Purchases:

RECREATION DEPARTMENT: ACCOUNT: Recreation/All - Various
APPROPRIATION: $200,000.00
Approval to establish a contract for Athletic Equipment and Supplies with BSN Sports, 5064 Rivers Avenue, North Charleston, SC 29406. Solicitation #19-P055S. (Gary Cooper, two(2) Originals; Amy Wharton, one(1) Original; Laurie Yarborough, one(1) Original and Clerk's Office, one(1) Original).

RECREATION DEPARTMENT: ACCOUNT: Recreation/All - Various
APPROPRIATION: $200,000.00
Approval to establish a contract for Athletic Uniforms and Supplies with Charleston Cotton Exchange, 1758 Ashley River Rd., Charleston, SC 29407. Solicitation #19-P055R. (Gary Cooper, two(2) Originals; Amy Wharton, one(1) Original; Laurie Yarborough, one(1) Original and Clerk's Office, one(1) Original).

PARKS DEPARTMENT: ACCOUNT: 050874-58005
APPROPRIATION: $187,189.26
Approval to purchase LED Stadium Lighting Design from NGU Sports Lighting, 2401 PGA Blvd., Ste 110, Palm Beach Gardens, FL 33410. TIPS Contract #181101 Will be paid with Hospitality Funds.

PARKS DEPARTMENT: ACCOUNT: 170100-52206
APPROPRIATION: $ 70,000.00
Approval to establish a contract for Pest & Termite Services with Palmetto Exterminators, 524 Orleans Road, Charleston, SC 29407. Solicitation #19-P052R. (Gary Cooper, two(2) Originals; Amy Wharton, one(1) Original; Jason Kronberg, one(1) Original and Clerk's Office, one(1) Original).

PARKS DEPARTMENT: ACCOUNT: 050874-58005
APPROPRIATION: $161,192
Approval to establish a contract for the Police Department Training Room Renovation with Satchel Construction, 2133 Dorchester Rd., North Charleston, SC 29405. Solicitation #19-B057R. (Gary Cooper, two(2) Originals; Amy Wharton, one(1) Original; Jason Kronberg, one(1) Original and Clerk's Office, one(1) Original).

PUBLIC SERVICE DEPARTMENT: ACCOUNT: 323000-58010
APPROPRIATION: $158,310.00
Approval to purchase a 2019 Peterbilt 337 Chassis with Pac-Mac Knuckleboom Loader from Carolina Environmental Systems, Inc., 2750 HWY 66 S., Kernersville, NC 27284. Sourcewell Contract #041217-HMC. Funding will come from the 2018 General Fund Reserves and will be included in future budget amendment.

INFORMATION TECHNOLOGY DEPARTMENT: ACCOUNT: 200000-52206
APPROPRIATION: $ 79,857.00
Approval of additional licenses and support for police Mobile Data Terminal (MDT) software from Charleston County, Sole Source Vendor, for consolidated dispatch mobile CAD operations.
POLICE DEPARTMENT:  ACCOUNT: 200000-52206  APPROPRIATION: $107,910.00
Approval to purchase software licenses for the new Mobile Data Terminals from Central Square, 1000 Business Center Drive, Lake Mary FL 32746.

STORMWATER DEPARTMENT:  ACCOUNT: 193010-52240  APPROPRIATION: $ 43,200.00
Approval to repair storm drain at Rivers Point Row to be done by B&C Land Development, Inc., 3785 Old Charleston Hwy. Johns Island, SC 29455.

POLICE DEPARTMENT:  ACCOUNT: 240025-58015  APPROPRIATION: $270,360.23

Sincerely,

Vanessa Turner Maybank
Clerk of Council

VTM/sj

cc:  As Stated

Gary Cooper, Director of Procurement
Matt Frohlich, Deputy Chief Financial Officer
Ruth Jordan, Minority Business Enterprise
Jason Kronsberg, Parks Department
Laurie Yarborough, Recreation Department
Michael Metzler, Public Service
Wes Ratterree, Information Technology
Chief Luther Reynolds, Police Department
Matthew Fountain, Stormwater Department
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: TASERS
REQUEST: Approval to process a change order to increase the contract from $288,000.00 to $313,920.00 for taxes to the current contract with Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255.
Sole Source

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>X</td>
<td></td>
<td>C. Reynolds</td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td>C. Reynolds</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No X □ N/A □
If yes, provide the following: Dept./Div.: 200000 Account #: 52036
Balance in Account $25,920.00 Amount needed for this item $25,920.00

Does this document need to be recorded at the RMC’s Office? Yes □ No X □

NEED: Identify any critical time constraint(s).

CFO’s Signature: Matthew, Deputy CFO
FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
MEMORANDUM

To: Mayor John J. Tecklenburg  
City Council Members

From: Deputy Chief Chito Walker

Subject: Contract-Change order

Date: April 11, 2022

In March 2020, the City of Charleston Police Department entered into a 5-year agreement for the purchase of Tasers. We originally came before Council for a yearly amount of $288,000.00. We are requesting to increase the contract amount due to taxes. Please approve the increase in the contract from $288,000.00 to $313,920.00.
Ms. Amy Wharton, CFO  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on March 24, 2020, approved the following item in Bids and Purchases:

**FIRE DEPARTMENT:**  
**ACCOUNT:** 062020-58015  
**APPROPRIATION:** $256,250.00
Approval to purchase a High Water vehicle from Allsource Enterprises, LLC DBA Safe Industries, 5031 Hwy. 153 Easley, SC 29642. Solicitation #20-P008R. Funding from 2020 Lease Purchase Funds.

**INFORMATION TECHNOLOGY DEPARTMENT:**  
**ACCOUNT:** 161000-52206  
**APPROPRIATION:** $118,824.86
Approval of maintenance agreement with Central Square, the sole source vendor, to provide maintenance and support services for the City’s One Solution ERP (Financial, HR, and Payroll) software.

**POLICE DEPARTMENT:**  
**ACCOUNT:** 062020-58010  
**APPROPRIATION:** $66,386.00
Approval to purchase two (2) Chevrolet Tahoe PPV vehicles from Love Chevrolet, 100 Parkridge Dr., Columbia, SC 29212. Solicitation #20-B0011R. Funding from 2020 Lease Purchase Funds.

**TRAFFIC AND TRANSPORTATION DEPARTMENT:**  
**ACCOUNT:** 230000-52066  
**APPROPRIATION:** $60,000.00
Approval to establish a contract for ATMS Central Management Software and Maintainence with Control Technologietes, 2776 S. Financial Court, Sanford, FL 32773. Solicitation # 20-B003R. Funding from the 2020 State Signalization Funds (Two originals to Gary Cooper; One original to Amy Wharton; One original to Keith Benjamin).

**POLICE DEPARTMENT:**  
**ACCOUNT:** 200000-52036  
**APPROPRIATION:** $288,000.00
Request to purchase 400 tasers as part of a five year replacement contract with Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255. Sole source. Total five year cost is $1,346,000. 2019 cost is $194,000 with trade in credit. Annual cost of $288,000 for the successive years will be budgeted in each year.
Sincerely,

Vanessa Turner Maybank
Clerk of Council

Enclosures: As Stated

c: Gary Cooper, Director of Procurement
   Wes Ratterree, Chief Information Officer
   Chief Daniel Curia, Fire Department
   Chief Luther Reynolds, Police Department
   Keith Benjamin, Traffic & Transportation Department
   Ruth Jordan, Minority Business Enterprise Manager
   Matt Frohlich, Deputy Chief Financial Officer
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton DEPT. BFRC
SUBJECT: 2022 AMENDED STATE ACCOMMODATIONS TAX BUDGET
REQUEST: Request council approval of the attached Amendment to the State Accommodations Tax Budget approved by Council on 12/7/2021.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair


FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☑

If yes, provide the following: Dept./Div: __________ Account #: __________
Balance in Account __________ Amount needed for this item __________

NEED: Identify any critical time constraint(s).

CFO's Signature: __________

FISCAL IMPACT: To amend budget to include grant awards from 2022 grant process held in early 2022. Approved by Accommodations Tax Advisory Committee on April 14, 2022.

Mayor's Signature: __________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
Memorandum

To: Mayor John J. Tecklenburg  
    Members of City Council

From: State Accommodations Tax Advisory Committee

Date: April 15, 2022

Re: Meeting of the State Accommodations Tax Advisory Committee

On April 14, 2022 at 3:00 p.m., the State Accommodations Tax Advisory Committee of the City of Charleston met via Zoom. In addition to myself, the following committee members were in attendance: Ben D'Allesandro, Edward (Skip) Condon, Casey Lavin, and Jami Dewitt.

The Committee voted unanimously to approve the attached 2022 Amended Budget. We recommend that the City Council approve this budget as presented.

[Signature]
Council Member W. Dudley Gregorie
Committee Chairperson
CITY OF CHARLESTON  
Accommodations Tax Fund  
2022 Proposed Amended Budget

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2022 Approved</th>
<th>As Recommended by Tax Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of SC</td>
<td>6,200,000</td>
<td>6,200,000</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>634,587</td>
<td>634,587</td>
</tr>
<tr>
<td>Interest</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>6,926,000</strong></td>
<td><strong>7,560,587</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed uses</th>
<th>2022 Approved</th>
<th>As Recommended by Tax Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charleston Convention &amp; Visitors Bureau (30%)</td>
<td>2,068,500</td>
<td>2,068,500</td>
</tr>
<tr>
<td>To General Fund (5%)</td>
<td>369,750</td>
<td>369,750</td>
</tr>
<tr>
<td>IAAM $5M Bond - Transfer to IAAM Fund</td>
<td>400,116</td>
<td>400,116</td>
</tr>
<tr>
<td>IAAM $75M Bond - Transfer to IAAM Fund</td>
<td>616,616</td>
<td>616,616</td>
</tr>
<tr>
<td>Gibbes &amp; Aquarium Revenue Bond (2024) - Transfer to Debt Service Fund</td>
<td>547,231</td>
<td>547,231</td>
</tr>
<tr>
<td>City of Charleston Cultural Festivals Fund (Piccolo, MCIA, CFM, etc)</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Charleston Museum - HVAC/Chiller Repairs</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>DASH Shuttle (Free)</td>
<td>598,498</td>
<td>598,498</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>5,000,711</strong></td>
<td><strong>5,050,711</strong></td>
</tr>
</tbody>
</table>

| Arts Grants-in-Aid | | |
| Art Forms & Theatre Concepts, Inc. | 20,000 | |
| Avian Conservation Center/SC Denter for Birds of Prey | 5,000 | |
| Carolina Art Association (Gibbes Museum) | 750,000 | |
| Charleston Black Expo | 25,000 | |
| Charleston Library Society | 13,000 | |
| Charleston to Charleston DBA Charleston Literary Festival | 25,000 | |
| Charleston Area Sports Commission | 25,000 | |
| Charleston Museum | 195,000 | |
| Charleston Playhouse | 25,000 | |
| Charleston Stage Company | 99,350 | |
| Charleston Symphony | 200,000 | |
| Charleston Wine & Food Festival | 100,000 | |
| Children's Museum of the Lowcountry | 65,000 | |
| Columbia City Ballet | 10,000 | |
| Company Company | 15,000 | |
| Cooper River Bridge Run | 150,000 | |
| Drayton Hall Preservation Trust | 75,000 | |
| Haley Institute | 30,416 | |
| Healthy Lifestyle Network (CarFest) | 8,700 | |
| Historic Charleston Foundation | 75,000 | |
| James Island Foundation (James Island Arts & Cultural Center) | 2,000 | |
| Jazz Artists of Charleston | 85,000 | |
| Knights of Columbus Turkey Day Gobble Wobble Run | 10,000 | |
| Preservation Society of Charleston | 10,000 | |
| Pure Theatre | 14,400 | |
| Sophia Institute | 5,000 | |
| South Carolina Aquarium | 250,000 | |
| South Carolina Historical Society | 10,000 | |
| Southeastern Wildlife Exposition | 300,000 | |
| Spoleto Festival | 300,000 | |
| 94 West Theater | 10,000 | |
| Lowcountry Jazz Festival | 85,000 | |
| YALLFest | 15,000 | |

| Subtotal - grants | 2,509,876 | |
| Funding available for Advisory Committee to allocate | | |

| Total expenditures | 5,000,711 | 7,560,587 |

| Excess of Revenues over Expenditures | 1,925,289 | |
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - UNITED STATES DEPARTMENT OF AGRICULTURE
REQUEST: To accept the grant award in the amount of $20,000 from the USDA's Pandemic Response and Safety Grant Program for costs associated with enhanced safety protocols for Charleston Farmers Market and West Ashley Farmers Market

COMMITTEE OF COUNCIL: W&M DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office of Cultural Affairs</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Grants Manager</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following:

Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

No city match is required

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
### Recipient Information

1. **Recipient Name**
   - CHARLESTON, CITY OF
   - 116 MEETING ST
   - Wellness
   - CHARLESTON, SC 29401-2216-2216

2. **Congressional District of Recipient**
   - 01

3. **Payment System Identifier (ID)**
   - 57600226

4. **Employer Identification Number (EIN)**
   - 57600226

5. **Data Universal Numbering System (DUNS)**
   - 07790786

6. **Recipient’s Unique Entity Identifier**
   - DFAMMXJFS5E3

7. **Project Director or Principal Investigator**
   - Harrison Chapman
   - Authorized Representative
   - ChapmH@charleston-sc.gov
   - (843) 509-3619

### Federal Award Information

11. **Award Number**
   - AM22PRSSC3499-00

12. **Unique Federal Award Identification Number (FAIN)**
    - AM22PRSSC3499

13. **Statutory Authority**

14. **Federal Award Project Title**
    - Pandemic Response and Safety Grant Program

15. **Assistance Listing Number**
    - 10.181

16. **Assistance Listing Program Title**
    - Agricultural Worker Pandemic Relief and Protection Program

17. **Award Action Type**
    - New

18. **Is the Award R&D?**
    - No

### Summary Federal Award Financial Information

19. **Budget Period Start Date**
    - 01/03/2022
    - **End Date**
    - 01/02/2023

20. **Total Amount of Federal Funds Obligated by this Action**
    - $20,000.00

   20a. **Direct Cost Amount**
    - $20,000.00

   20b. **Indirect Cost Amount**
    - $0.00

21. **Authorized Carryover**
    - $0.00

22. **Offset**
    - $0.00

23. **Total Amount of Federal Funds Obligated this budget period**
    - $0.00

24. **Total Approved Cost Sharing or Matching, where applicable**
    - $0.00

25. **Total Federal and Non-Federal Approved this Budget Period**
    - $20,000.00

26. **Project Period Start Date**
    - 01/03/2022
    - **End Date**
    - 01/02/2023

27. **Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period**
    - Net Available

### Program Contact Information

28. **Authorized Treatment of Program Income**
    - ADDITIONAL COSTS

29. **Grants Management Officer – Signature**
    - Matthew Russell
    - Grants Management Specialist
    - Team Lead

### Remarks

Payments will be made via EFT to the bank account specified by the recipient in SAM.gov. If the bank information is incorrect or changes at any time during the grant period, it is the recipient’s responsibility to update their SAM.gov information and notify AMS to ensure proper and timely deposit of funds. Please allow 14 business days for receipt of payment. For full terms and conditions see below.
33. Approved Budget
(Excludes Direct Assistance)

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Financial Assistance from the Federal Awarding Agency Only</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total project costs including grant funds and all other financial participation</td>
<td></td>
</tr>
<tr>
<td>a. Salaries and Wages</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Total Personnel Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Equipment</td>
<td></td>
</tr>
<tr>
<td>e. Supplies</td>
<td></td>
</tr>
<tr>
<td>f. Travel</td>
<td></td>
</tr>
<tr>
<td>g. Construction</td>
<td></td>
</tr>
<tr>
<td>h. Other</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>i. Contractual</td>
<td></td>
</tr>
<tr>
<td>j. TOTAL DIRECT COSTS</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>k. INDIRECT COSTS</td>
<td>$0.00</td>
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<tr>
<td>l. TOTAL APPROVED BUDGET</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>m. Federal Share</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>n. Non-Federal Share</td>
<td>$0.00</td>
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34. Accounting Classification Codes

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<tr>
<th>FY-ACCOUNT NO.</th>
<th>DOCUMENT NO.</th>
<th>ADMINISTRATIVE CODE</th>
<th>OBJECT CLASS</th>
<th>AMT ACTION FINANCIAL ASSISTANCE</th>
<th>APPROPRIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>AM22PRSSC3499</td>
<td>TM</td>
<td>11:00</td>
<td>$20,000.00</td>
<td>NO LI</td>
</tr>
</tbody>
</table>
1. Terms and Conditions
Payment Process

Payments will be made via EFT to the bank account specified by the recipient in SAM.gov. If the bank information is incorrect or changes at any time during the grant period, it is the recipient’s responsibility to update their SAM.gov information and notify AMS to ensure proper and timely deposit of funds. Please allow 14 business days for receipt of payment.

General Terms and Conditions

I hereby attest to the following Terms and Conditions on behalf of the entity with the DUNS number associated with this award (“Recipient”). I further attest that I am authorized to make such attestation on behalf of the Recipient. The Terms and Conditions below are not an exhaustive list and the Recipient agrees to comply with all other applicable statutes and regulations.

If the Recipient accepts funds appropriated in Title VII, subtitle B, section 751 of the Consolidated Appropriations Act of 2021 (Pub. L. No. 116—260), then the Recipient is deemed to have accepted the following Terms and Conditions.

If the Recipient retains the payment for at least 120 days without contacting the U.S. Department of Agriculture (USDA) regarding the return of funds received, the USDA will consider all activities, objectives, and reporting requirements as completed and will close out the grant agreement in accordance with 2 CFR § 200.344.

The Recipient acknowledges that the Recipient’s full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse funds to the Recipient. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made.

Fixed Amount Award Terms and Conditions

- The “Recipient” means the eligible entity receiving the payment.
- The “Payment” means the funds received from the Pandemic Response and Safety Grant Program, as authorized and funded under Title VII, subtitle B, section 751 of the Consolidated Appropriations Act of 2021 (Pub. L. No. 116—260).
- The grant agreement is a Fixed Amount Award and recipient accountability is based primarily on performance and results in accordance with 2 CFR § 200.201(b).
- The Recipient certifies that it meets the size standard for the industry code selected on the PRS application, as applicable.
- The Recipient certifies that, between January 27, 2020 and December 31, 2021, it has implemented and/or plans to implement the activity or activities selected on the application, and the funding amount requested in the application reflects the fair market value of the goods and services associated with the selected activity or activities and the corresponding outcome(s).
- The Recipient shall retain receipts and other supporting documents related to the cost of the goods and services needed to achieve the outcomes identified in the PRS application and in accordance with 2 CFR § 200.334.
- The Recipient shall submit copies of records and cost documentation upon the request of the Secretary and in accordance with 2 CFR § 200.337.
- The Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Recipient certifies that the Payment will only be used to cover the costs associated with the activities and outcomes identified in the PRS application.
- The Recipient certifies that it will not use the Payment to cover costs that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- The Recipient consents to the USDA publicly disclosing the Payment that Recipient may receive.
- The Recipient acknowledges that such disclosure may allow some third parties to estimate the Recipient’s gross receipts or sales, program service revenue, or other equivalent information.

USDA PRS Terms and Conditions
• The Recipient certifies that all information it provides as part of any application for the Payment, as well as all information and reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate, and complete, to the best of its knowledge.
• The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this application or future reports may be punishable by criminal, civil, or administrative penalties, including but not limited to the imposition of fines, civil damages, and/or imprisonment.
• The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 2 CFR § 200.302 – Financial management and other information required by future program instructions to substantiate the reimbursement of costs under this award.
• The Recipient must use Federal funds in a responsible manner and apply adequate internal controls and cash management practices consistent with the requirements outlined in 2 CFR § 200.303.

Allowable Outcomes and Activities

<table>
<thead>
<tr>
<th>Outcomes and Activities Funded by PRS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implement workplace safety measures to protect workers against COVID-19</strong></td>
</tr>
<tr>
<td>- Provide personal protective equipment, thermometers, cleaning supplies, sanitizer, or hand washing stations</td>
</tr>
<tr>
<td>- Install and purchase air filters or new signage</td>
</tr>
<tr>
<td><strong>Implement market pivots to protect workers against COVID-19</strong></td>
</tr>
<tr>
<td>- Develop and implement online platforms</td>
</tr>
<tr>
<td>- Use online or print materials to communicate market pivots</td>
</tr>
<tr>
<td><strong>Retrofitting facilities for worker and consumer safety to protect against COVID-19</strong></td>
</tr>
<tr>
<td>- Install and purchase protective barriers made of plexiglass or plastic sheeting, walk up windows, heat lamps/heaters, fans, tents, propane, weights, tables, chairs and lighting</td>
</tr>
<tr>
<td><strong>Provide additional transportation options to maintain social distancing and worker and consumer safety to protect against COVID-19</strong></td>
</tr>
<tr>
<td>- Secure additional transportation services for workers</td>
</tr>
<tr>
<td>- Offer new delivery routes or distribution services</td>
</tr>
<tr>
<td><strong>Provide worker housing that protects workers against COVID-19</strong></td>
</tr>
<tr>
<td>- Secure additional housing resources/services to maintain social distancing or to allow for quarantining of new or exposed employees</td>
</tr>
<tr>
<td><strong>Provide health services to protect workers against COVID-19</strong></td>
</tr>
<tr>
<td>- Offer or enable vaccinations, testing, or healthcare treatment of infected employees, including any paid leave due to COVID-19 infection</td>
</tr>
</tbody>
</table>

Applicable Statutory Provisions

2 CFR part 25 – Universal Identifier and System for Award Management
2 CFR part 170 – Reporting Subaward and Executive Compensation Information
2 CFR part 175 – Award Term for Trafficking in Persons
2 CFR parts 180 and 417 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) and USDA Nonprocurement Debarment and Suspension
2 CFR part 182 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
2 CFR § 200.215 – Prohibition on certain telecommunications and video surveillance services or equipment.

USDA PRS Terms and Conditions
2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR part 400 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR part 415 – General Program Administrative Regulations
2 CFR part 416 – General Program Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2 CFR part 418 – New Restrictions on Lobbying
2 CFR part 421 – Requirements for Drug-Free Workplace (Financial Assistance)
7 CFR part 1, subpart A – Official Records
7 CFR part 1(b) – National Environmental Policy Act;
7 CFR part 3 – Debt Management
7 CFR part 15, subpart A – Nondiscrimination in Federally-Assisted Programs of the Department of Agriculture—Effectuation of Title VI of the Civil Rights Act of 1964
7 CFR part 331 and 9 CFR part 121 — Possession, use, and transfer of select agents and toxins
37 CFR part 401 – Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements
41 CFR §§ 301-10.131 to 301-10.143 – Use of United States Flag Air Carriers, which implements the Fly America Act (49 U.S.C. 40118). For more information see http://www.gsa.gov/portal/content/103191.
48 CFR subpart 31.2 – Contracts with Commercial Organizations
8 U.S.C. § 1324a – Unlawful employment of aliens
29 U.S.C. § 794 – Nondiscrimination under Federal grants and programs
41 U.S.C. § 22 – Interest of Member of Congress
41 U.S.C. § 4712 – Pilot program for enhancement of contractor protection from reprisal for disclosure of certain information
E.O. 13166, Improving Access to Services for Persons with Limited English Proficiency, take reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to programs in accordance with LEP Implementation Strategy for AMS' Federally-Assisted Programs.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Edmund Most  DEPT. Parks – Capital Projects
SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #15 - TURNER CONSTRUCTION COMPANY
REQUEST: Approval of Change Order #15 with Turner Construction Company in the amount of $2,332,588.00 for subcontractor claims due to roofing delays ($244,076.00), general conditions for the contractor due to delays in substantial completion ($639,706.34), payments for builder’s risk insurance due to contract extending past the contractual completion date ($270,355.00) and various change requests in design and materials from the IAAM ($1,128,450.66).
Funding is coming from the Owner Sitework Allowance ($354,644.00), the Moisture Barrier balance ($65,167.00) and the Owner Contingency Allowance ($220,500.00) in the GMP contract. The remaining needed funding of $1,692,277.00 will be coming from the IAAM.

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair [ ] N/A [ ] Yes [ ] Signature of Individual Contacted [ ] Attachment [ ]
Corporate Counsel [ ] N/A [ ] Yes [ ] Signature of Individual Contacted [ ] Attachment [ ]
Capital Projects Director [ ] N/A [ ] Yes [ ] Signature of Individual Contacted [ ] Attachment [ ]
MBE Manager [ ] N/A [ ] Yes [ ] Signature of Individual Contacted [ ] Attachment [ ]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div [ ] Parks-Capital Projects [ ] Acct # [ ]
Balance in Account $1,692,277.00 [ ] Amount needed for this item $1,692,277.00 [ ]
Project Number [ ] CP1425

NEED: Identify any critical time constraint(s).

CFO’s Signature: [Signature]

FISCAL IMPACT: Approval of Change Order #15 will increase the GMP contract by $1,692,277.00 (from $59,829,652.00 to $61,521,929.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00).

Mayor’s Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
# Change Order, Construction Manager as Adviser Edition

<table>
<thead>
<tr>
<th>PROJECT: (name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>CHANGE ORDER INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>International African American Museum 14 Wharfside Street</td>
<td>Contract For: General Construction Date: July 11, 2019</td>
<td>Change Order Number: 015 Date: February 22, 2022</td>
</tr>
<tr>
<td>OWNER: (name and address)</td>
<td>ARCHITECT: (name and address)</td>
<td>CONSTRUCTION MANAGER: (name and address)</td>
</tr>
<tr>
<td>City of Charleston 823 Meeting Street Charleston, SC 29403</td>
<td>Moody Noland, Inc. 300 Spruce Street, Suite 300 Columbus, OH 43215</td>
<td>Cumming Management Group, Inc. 3820 Faber Place Drive, Suite 600 N. Charleston, SC 29405</td>
</tr>
<tr>
<td>CONTRACTOR: (name and address)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turner Construction Company 4601 Park Road, Suite 601 Charlotte, NC 28209</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

## THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- PCO No. 0135.2a - Precision Walls claims for roof delay: $86,500.00
- PCO No. 0135.3 - CR Hipp, SMS, Nations Roofing claims for roof delay: $157,576.00
- PCO No. 177 - Turner Construction General Conditions: $642,850.00
- PCO No. 177.1 - Turner General Conditions Day 2: $174,150.00
- PCO No. 178.1 - City of Charleston Back Charges & Credits: $<127,293.66>
- PCO No. 019 - Pile Cap Redesign B10 and C10: $19,075.00
- PCO No. 021 - Pile Cap B2 C2 B3 C3 Redesign: $24,241.00
- PCO No. 022 - Pile Cap CL8 and CL9 Redesign: $21,179.00
- PCO No. 079 - Roof Parapet Expansion Joint Add: $76,599.00
- PCO No. 080 - Window Shade Addition/Deletion: $4,597.00
- PCO No. 090 - RFI 450 Buffer Tank Steel Add: $18,176.00
- PCO No. 095 - Bulletin 27 - Added Roof Drains: $35,055.57
- PCO No. 109 - 17, 17.1, 17.2, 17.3 Granite Wall: $26,872.00
- PCO No. 115 - Bulletin 24 Changes handrail: $14,482.00
- PCO No. 117 - Raised Ceiling Height Change: $60,450.00
- PCO No. 119 - Credit to Owner, Bulletin 28 - MEP Changes: $<982.00>
- PCO No. 129 - Skylight Changes: $5,953.00
- PCO No. 132 - Pump House Floor Steel: $8,883.00
- PCO No. 133 - Bus Loop: $45,393.00
- PCO No. 136 - Additional Lenses for Lights per Submittal: $11,513.00
- PCO No. 137 - Heat Trace Cable (RFI 434): $5,827.00
- PCO No. 138 - Alternate AE2 Light Fixture: $10,001.00
- PCO No. 139 - Additional DAS Antennas in Ceiling: $8,757.00
- PCO No. 140 - TRK - 2 Light Fixture Changes: $9,522.00
- PCO No. 141 - Barrier Wall Foundations: $31,402.00
- PCO No. 142 - Shaft Wall Changes: $22,018.00
- PCO No. 145 - Wall Extension 2nd FL: $5,927.00
- PCO No. 146 - Backflow Relocation per Design: $14,323.25
- PCO No. 147 - Credit to Owner for Palm Tree to 4" Oak: $<7,955.00>
- PCO No. 148 - Boiler Secondary Feed: $3,802.00
- PCO No. 149 - 3rd Floor Pivots: $6,256.00
- PCO No. 150 - Catwalk Revised Per Bulletin 27: $84,070.00
- PCO No. 151 - Additional Steel Install (RFI 397): $3,394.00
- PCO No. 152 - Additional Steel - ASI 21: $29,974.00

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PCO No. 153 - Additional Steel ASI 26 & ASI 27: $144,265.00
PCO No. 154 - Added Steel Company Switch (RFI 223): $3,358.00
PCO No. 155 - Exterior Door Hardware: $16,401.00
PCO No. 156 - Irrigation Redesign: $35,618.00
PCO No. 157 - Waterproofing & Brick Stucco Changes: $43,104.00
PCO No. 160 - Feeds for the Dock Power: $26,377.00
PCO No. 161 - Generator Test Bank Feeds & Breaker: $7,294.00
PCO No. 162 - Irrigation Water Tap: $33,437.00
PCO No. 167 - CT for Dock Power: $2,120.00
PCO No. 168 - Power for Smoke Dampers: $32,679.00
PCO No. 169 - Floor Drain Move (RFI 452): $9,382.00
PCO No. 171 - Pump House Sidewalk: $10,466.00
PCO No. 173 - Planting Changes per City Request: $7,794.00
PCO No. 174 - Height Change to Serpentine Wall: $12,992.84
PCO No. 175 - Additional Trench Drain in Wood Walkway: $8,346.00
Elevator Emergency Power Changes: $12,000.00
Cat Walk Gate: $8,000.00
Atrium Lower Stair Rail: $10,000.00
Curb at Fire Lane: $15,000.00
PCO No. 181 - Framing/Drywall/Paint Door Hardware: $130,475.00
PCO No. 182 - Owner Credit for Kneeling Figures Contract: $<39,463.00>
Allowance Credit #1 - Credit to Owner for return of the unused Owner Sitework Allowance: $<354,644.00>. Allowance now exhausted - $0.00.
Allowance Credit #2 - Credit to Owner for return of the unused Moisture Barrier Allowance: $<65,167.00>. Allowance now exhausted - $0.00.
Allowance Credit #3 - Credit to Owner for return of the unused Owner Contingency Allowance: $<220,500.00>. Allowance now exhausted - $0.00.

TOTAL AMOUNT OF CHANGE ORDER: $1,692,277.00

The original Guaranteed Maximum Price was $58,457,323.00
Net change by previously authorized Change Orders $1,372,339.00
The Guaranteed Maximum Price prior to this Change Order was $59,829,662.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of $1,692,277.00
The new Guaranteed Maximum Price including this Change Order will be $61,521,929.00

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on August 31, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Moody Noland, Inc.
ARCHITECT (Firm name)

Cumming Management Group, Inc.
CONSTRUCTION MANAGER (Firm name)

SIGNATURE
Julie Cook, AIA
PRINTED NAME AND TITLE

SIGNATURE
Rick W. Holt, Vice President
PRINTED NAME AND TITLE

DATE:
Turner Construction Company
CONTRACTOR (Firm name)

DATE:
City of Charleston
OWNER (Firm name)
SIGNATURE
Mark Dent, Vice President and General Manager

PRINTED NAME AND TITLE
Mark Dent

DATE: 4-6-22

SIGNATURE
Mayor John J. Teckleburg, Mayor - City of Charleston

PRINTED NAME AND TITLE
Mayor John J. Teckleburg

DATE:
TO: John J. Tecklenburg, Mayor
FROM: Edmund Most
DEPT. Parks – Capital Projects
SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #16 - TURNER CONSTRUCTION COMPANY
REQUEST: Approval of Change Order #16 with Turner Construction Company in the amount of $372,071.00 for landscaping changes, security camera and alarm changes, and kitchen changes.

Funding for this will come from the IAAM.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair N/A Signature of Individual Contacted Attachment
Corporate Counsel Yes
Capital Projects Director
MBE Manager

FUNDING: Was funding previously approved? Yes X No N/A
If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051405-58240
Balance in Account $372,071.00 Amount needed for this item $372,071.00
Project Number CP1425

NEED: Identify any critical time constraint(s).

CFO’s Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Order #16 will increase the GMP contract by $372,071.00 (from $61,521,929.00 to $61,894,000.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00).

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
Project: (name and address)
International African American Museum
14 Wharfside Street
City of Charleston
823 Meeting Street
Charleston, SC 29403

Owner: (name and address)
City of Charleston
823 Meeting Street
Charleston, SC 29403

Contract Information:
Contract For: General Construction
Date: July 11, 2019
Architect: (name and address)
Moody Noland, Inc.
300 Spruce Street, Suite 300
Columbus, OH 43215

Change Order Information:
Change Order Number: 016
Date: February 23, 2022
Construction Manager: (name and address)
Cumming Management Group, Inc.
3820 Faber Place Drive, Suite 600
N. Charleston, SC 29405

The Contract is Changed as follows:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO No. 178.2 - Additional changes required by the City of Charleston, including SE corner repairs: $15,000.00
PCO No. 180.1 - Landscaping changes on Northside: $10,795.00
PCO No. 180.1 - Northside fence: $15,746.00
PCO No. 113 - Bulletin 22 Fire Alarm/ Security Changes: $41,493.00
PCO No. 118 - Bulletin 21, 21.1, 21.2 Security Cameras: $44,123.00
PCO No. 131 - Granite Etching: $57,076.00
PCO No. 145 - Kitchen FRP to Stainless Steel: $6,898.00
PCO No. 163 - Stainless Steel Etching: $141,671.00
PCO No. 165 - Data Cost for RFI 579: $3,163.00
PCO No. 166 - Intrusion Detection - JCI: $10,363.00
PCO No. 180.2 - Site concrete/Moss frames: $18,727.00
PCO No. 180.2 - Security Programming: $7,016.00

Total Change Order Amount: $372,071.00

The original Guaranteed Maximum Price was

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order by previously authorized orders</td>
<td>$58,457,323.00</td>
</tr>
<tr>
<td>Guaranteed Maximum Price prior to this Change Order was</td>
<td>$3,064,606.00</td>
</tr>
<tr>
<td>Guaranteed Maximum Price will be increased by this Change Order in the amount of</td>
<td>$61,521,929.00</td>
</tr>
<tr>
<td>New Guaranteed Maximum Price including this Change Order will be</td>
<td>$372,071.00</td>
</tr>
<tr>
<td></td>
<td>$61,894,000.00</td>
</tr>
</tbody>
</table>

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on August 31, 2021.

Note: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid until signed by the architect, construction manager, contractor, and owner.

Moody Noland, Inc.
Architect (Firm name)

Cumming Management Group, Inc.
Construction Manager (Firm name)
SIGNATURE
Julie Cook, AIA
PRINTED NAME AND TITLE

DATE:

Turner Construction Company
CONTRACTOR (Firm name)

SIGNATURE
Mark Dent, Vice President and General Manager
PRINTED NAME AND TITLE

DATE: 4-6-22

SIGNATURE
Rick W. Holt, Vice President
PRINTED NAME AND TITLE

DATE: 3/2/22

City of Charleston
OWNER (Firm name)

SIGNATURE
Mayor John J. Tecklenburg, Mayor - City of Charleston
PRINTED NAME AND TITLE

DATE:
**CO 16**

<table>
<thead>
<tr>
<th>City Changes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COR 178.2 Additional Changes City Required</td>
<td>Line 132</td>
</tr>
<tr>
<td>SE corner repairs</td>
<td>($15,000.00)</td>
</tr>
<tr>
<td>COR 180.1 Landscaping Changes North Side</td>
<td>($10,795.00)</td>
</tr>
<tr>
<td>COR 180.1 Northside fence</td>
<td>($15,746.00)</td>
</tr>
</tbody>
</table>

**Subtotal for City Changes**

<table>
<thead>
<tr>
<th>IAAM</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COR #113 - Bulletin 22 Fire Alarm/ Security Changes</td>
<td>($441,493.00)</td>
</tr>
<tr>
<td>COR #118 - Bulletin 21, 21.1, 21.2 Security Cameras</td>
<td>($44,123.00)</td>
</tr>
<tr>
<td>COR #131 - Granite Etching</td>
<td>($57,076.00)</td>
</tr>
<tr>
<td>COR 143 Kitchen FRP to Stainless Steel</td>
<td>($6,898.00)</td>
</tr>
<tr>
<td>COR 163 Stainless Steel Etching</td>
<td>($141,671.00)</td>
</tr>
<tr>
<td>COR 164 Camera- Model Change</td>
<td>REJECTED</td>
</tr>
<tr>
<td>COR 165 Data Cost for RFI 579</td>
<td>($3,163.00)</td>
</tr>
<tr>
<td>COR 166 Intrusion Detection - JCI</td>
<td>($10,363.00)</td>
</tr>
<tr>
<td>COR 180.2 Site concrete/Moss frames</td>
<td>($18,727.00)</td>
</tr>
<tr>
<td>COR 180.2 Security programming</td>
<td>($7,016.00)</td>
</tr>
</tbody>
</table>

**Subtotal for IAAM Changes**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Change Orders (line 135) (increase)</td>
<td>$41,541.00</td>
</tr>
<tr>
<td>IAAM Change Orders (line 149) (increase)</td>
<td>$330,530.00</td>
</tr>
<tr>
<td><strong>CO 16 Total</strong></td>
<td><strong>$372,071.00</strong></td>
</tr>
<tr>
<td>Current GMP Amount (C.O.15) (line 124)</td>
<td>$61,521,929.00</td>
</tr>
<tr>
<td><strong>New GMP Total (C.O.16)</strong></td>
<td><strong>$61,894,000.00</strong></td>
</tr>
</tbody>
</table>
To: Edmund V. Most  
From: Mike Risteski  
Date: 2/24/2022  
Contractor: Turner Construction Company  

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 178.2  
Contract: Construction  

Description of work to be performed: City Requested - Changes to South East Corner
This change is associated with the labor and materials for the corrections to the southeast corner of the project. Due to the tide the soil on the south east corner will be washed out very quickly. The sea wall design doesn’t extend to the full extent of the project site, therefore new solution had to be implemented to stop the washing out of the soil.
Solution was provided by the architecture and engineering team as requested by the owner.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)  

Cost Estimate (Expected to Exceed $10,000)  
Change Proposal Request from CMR with Detailed Backup  

Proposal Cost (not to exceed): $15,000.00  
Owner Contingency Allow. Bal.  
Time Extension Requested:  
Time Extension Recommended:  

Special Circumstances:  

Consequence of Rejection:  

Comments by Supervisor:  

Approved:  

Decision needed by: February 24, 2022  

(Circle One)  

(Rick Holt, Cumming Corp.)  

(Robert Faust, Cumming Corp.)  

(Edmund V. Most, City of Charleston)  

(Bernard Costantino, Moody Nolan)  

(Robert Larrubia)
Date Submitted: February 15, 2022

To: Edmund Most
City of Charleston

Re: International African American Museum

Additional Owner Requests

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | Provide additional Scopes of work (per Back Sheet) as Requested by the owner. |

| Pricing: | ROM Estimate of GR's & Insurances | ROM Estimate for Entire PCO | Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates |
| Time Impact: | Evaluating Potential for Time Impact | Evaluated - NO TIME IMPACT | Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis) |
| Work has been Completed | Work Has Commenced &/or is Ongoing | Work Authorization is Requested By: |

Submitted By: [Signature] 02/15/2022
Walter Lewis Project Engineer Dated

Contractor: TURNER BROWNSTONE

Requested Action:
Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price

Authorized Action:
Authorized to Proceed While Pricing [ ] Price Only [ ] Do Not Proceed or Price

Reviewed By: [Signature] / / Program Manager: CUMMING Dated

Approved By: [Signature] / / Owner: City of Charleston Dated

$45,000
Amount Requested

$15,000.00

$45,000
Amount Approved

$15,000.00
<table>
<thead>
<tr>
<th>ESTIMATE TOTAL</th>
<th>$45,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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<td>@</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$45,000</td>
</tr>
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</table>

**SUBTOTAL TRADE DIRECTS**

<table>
<thead>
<tr>
<th>TRADE DIRECTS</th>
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</thead>
<tbody>
<tr>
<td>$45,000.00</td>
</tr>
<tr>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

**GENERAL REQUIREMENTS**

<table>
<thead>
<tr>
<th>TRADE SUMMARY</th>
<th>DESCRIPTION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRADE</strong></td>
<td></td>
</tr>
<tr>
<td>CONDITIONS (GC) &amp; GENERAL REQUIREMENTS (FRT) &amp; GENERAL CONDITIONS (GC) &amp; SELF-FORMED LABOR</td>
<td></td>
</tr>
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</table>

**COR NO.: 178**

General Summary of the Estimate

International African American Museum

Turner
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>1. Additional Scope of Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. HVAC Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Landscape and HARDSCAPE Changes South east</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. GRC</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**R.E.C. & G.C.**

**Turner**

**Cor No:** 178

International African American Museum
Change Order Proposal Review Form

To: Edmund V. Most  
From: Mike Risteski  
Date: 2/24/2022
Contractor: Turner Construction Company
Project: CP 1425 International African American Museum  
Project No.: CP 1425
Proposal No.: Change Order Request No. 160.1
Contract: Construction
CMR|ARCHITECT|ENGINEER|OTHER

<table>
<thead>
<tr>
<th>Description of work to be performed:</th>
<th>City Scope Adds</th>
</tr>
</thead>
<tbody>
<tr>
<td>This change is associated with the materials and labor for the scope added by the City of Charleston.</td>
<td>A - Customer Requested Change</td>
</tr>
<tr>
<td>This request incorporates the landscaping changes on the north side of the project per the direction of Parks Dep.</td>
<td>B - Code/Regulatory Agency Required Change</td>
</tr>
<tr>
<td>The second change is for the additional fence needed around the pump house. City of Charleston Storm Water</td>
<td>C - Errors and Omissions</td>
</tr>
<tr>
<td>Management requested additional space to be provided between the transformer for the pump station and the</td>
<td>D - Replacing Unsuitable Soils</td>
</tr>
<tr>
<td>new project fence.</td>
<td>E - Soils Related Change Other</td>
</tr>
<tr>
<td>Additional Fence Northside of Building</td>
<td>F - Unforeseen Conditions</td>
</tr>
<tr>
<td>$15,746.00</td>
<td>G - Time Related Change</td>
</tr>
<tr>
<td>Landscaping Northside</td>
<td>H - Liquidated Damages</td>
</tr>
<tr>
<td>$10,796.00</td>
<td>I - Value Engineering Change</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>J - Exercising Pre-Priced Option (Allowance)</td>
</tr>
<tr>
<td>$26,541.00</td>
<td>K - Accounting Error</td>
</tr>
</tbody>
</table>

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)  
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $26,541.00  
Owner Contingency Allow. Bal.

Time Extension Requested:  
Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

---

Decision needed by: February 24, 2022

Approved:

Rick Holt, Cumming Corp.

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costantino, Moody Nolan

Robert Larkman
Date Submitted: February 28, 2022

To: Edmund Most
City of Charleston

Re: International African American Muesum

Misc Scope Adds - See Back Page

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide additional Scopes of work (per Back Sheet) as Requested by the owner.</th>
</tr>
</thead>
</table>

|-------------------|-----------------|-------------------|----------------------|--------------|

<table>
<thead>
<tr>
<th>Pricing:</th>
<th>ROM Estimate of GR's &amp; Insurances</th>
<th>ROM Estimate for Entire PCO</th>
<th>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Time Impact:</th>
<th>Evaluating Potential for Time Impact</th>
<th>Evaluated - NO TIME IMPACT</th>
<th>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work has been Completed</th>
<th>Work Has Commenced B/or is Ongoing</th>
<th>Work Authorization is Requested By:</th>
</tr>
</thead>
</table>

Submitted By: Walter Lewis Project Engineer
Dated: 02/28/2022

Contractor: TURNER BROWNSTONE

Requested Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Requested Amount: $52,284

Authorized Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Authorized Amount: $26,541.00

Approved By: Owner: City of Charleston
Dated: 02/28/2022

$52,284 Amount Approved
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>%</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>562.284</td>
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<tr>
<td>TRADE DIRECTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONDITIONS (G.C.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATERIALS &amp; EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>GENERAL REQUIREMENTS (G.R.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELF-PERFORMED LABOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Description of Work</td>
</tr>
</tbody>
</table>

General Summary of the Estimate
International African American Museum
COR NO.: 180

Turner

Detailed Estimate of Directs
International African American Museum
Bob, Per our Conversation yesterday here is the break of your request.

Additional Scope Items

- Landscaping – 10,795.00
- Security Temp Programing 7,016.00
- Northside Fence 15,746.00
- Framing / Drywall / Painting Door Hardware 130,475.00
- Final Soil Removals & Trench Drain add 211,577.00
- Site Concrete & Moss Frame Foundation Changes 18,727.00

Work Not included – Pricing All most Complete for these items.

- Elevator Emergency Power Changes Approx 12K
- Wood at Walk Ways 120 – 180k
- Curb At Fire Lane Approx 15k
- Cat Walk Gate Approx 8k
- Lower Atrium Stair Railing Approx 10k
- South East Corner Approx 15k
- Steam TBD

Thanks
Walt

Supporting Documentation for lines 133 & 134
Landscaping Changes +
North Fence

Thanks Walt,

We will need a breakdown of these items that you indicate were not included in the GMP. We will also need the breakdown of those items that you indicate as not included in the proposed settlement number. We will review the letter with the City this week and have a response for you.
Thanks,
Bob

ROBERT H. FAUST, P.E.
Senior Project Manager
CUMMING
Building Value Through Expertise

bfaust@cumming-group.com
P: +1 (843) 203-2906
C: +1 (843) 847-1750
3820 Faber Place Drive, Suite 600,
North Charleston, SC 29405
cumming-group.com

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From: Lewis, Walter - (CAR) <wlewis@tcco.com>
Sent: Friday, January 14, 2022 4:30 PM
To: Robert H. Faust <bfaust@cumming-group.com>
Subject: GMP Dollar Amount

EXTERNAL EMAIL: Use caution with any response, links, or attachments.

Bob,

See Attached letter concerning the GMP dollars as discussed earlier today.

Thanks
Walt

Walter Lewis | Project Manager
Turner Construction Company
Mobile: 704.936.6991
Email: wlewis@tcco.com
To: Edmund V. Most  
From: Mike Risteski  
Date: 10/7/2021  
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 113 R  
Contract: Construction

Description of work to be performed: Security, Fire Wall Changes - Bulletin 22  
This change is associated with the material and labor to execute all changes captured by Bulletin 22  
This buleting changed the door hardware specification, changes to power for door alarm,  
fire alarm relay per door ahrdware coordination and multiple security camera changes.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
Cost Estimate (Expected to Exceed $10,000)  
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $41,493.00  
Owner Contingency Allow. Bal.  
Time Extension Requested:  
Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: October 7, 2021  
(Circle One)

Approved:  
(Rick Holt, Cumming Corp.)

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costantino, Moody Noan

Reiseck Lanzheimer
Date Submitted: September 21, 2021

To: Edmund Most
   City of Charleston

Re: International African American Museum
Bulletin 22R1

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | Work Associated Bulletin 22 R1 - See additional Comments |

| Reason: | Owner Directive |
| Pricing: | ROM Estimate of GR's & Insurances |
| Time Impact: | Evaluating Potential for Time Impact |
| Work has been Completed | |

| Requested Action: | Authorized to Proceed While Pricing |
| Authorized Action: | Authorized to Proceed While Pricing |

Submitted By: Walter Lewis
Contractor: TURNER BROWNSTONE
09/21/2021
Dated
$41,493
Amount Requested

Reviewed By: Program Manager: CUMMING

Approved By: Owner: City of Charleston
Dated
$41,493
Amount Approved
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>Overhead and Profit</td>
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<tr>
<td>Performance and Payment Bond</td>
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<tr>
<td>Building Risk</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>$338,166</strong></td>
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<td>GENERAL REQUIREMENTS (GC5) &amp; GENERAL</td>
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<td>CONDITIONS (GC5)</td>
<td>SELF-PERFORMED LABOR</td>
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Abstract:

**Cor No.:** 113R

**Turner**

General Summary of the Estimate

International African American Museum
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<th>Description</th>
<th>Rate</th>
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<tr>
<td>3.66%</td>
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Additional Scope of Work

**Description**

**Trade Directs**

**General Requirements (CR's) & General Conditions (GC's)**

**Cor No.:** 113R

International African American Museum
Date Submitted: April 15, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum

Bulletin 22 Changes

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 22 as outlined on the back up page. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &amp;/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason:</th>
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<tbody>
<tr>
<td>☒ Owner Directive</td>
</tr>
<tr>
<td>☐ Code / Regulatory</td>
</tr>
<tr>
<td>☐ Unforeseen Condition</td>
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<tr>
<td>☐ Design Issue</td>
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<table>
<thead>
<tr>
<th>Pricing:</th>
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<tbody>
<tr>
<td>☐ ROM Estimate of GR's &amp; Insurances</td>
</tr>
<tr>
<td>☐ ROM Estimate for Entire PCO</td>
</tr>
<tr>
<td>☐ Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
</tr>
<tr>
<td>☐ Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time Impact:</th>
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<tr>
<td>☒ Evaluating Potential for Time Impact</td>
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<tr>
<td>☐ Evaluated - NO TIME IMPACT</td>
</tr>
<tr>
<td>☐ Work Has Commenced &amp;/or is Ongoing</td>
</tr>
<tr>
<td>☐ Work Authorization is Requested By:</td>
</tr>
</tbody>
</table>

Submitted By: Walter Lewis Project Engineer Dated 04/15/2021 $72,894 Amount Requested

Contractor: TURNER BROWNSTONE

Requested Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed of Price

Reviewed By: Program Manager: CUMMING Dated

Authorized Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed of Price

Approved By: Owner: City of Charleston Dated $72,894 Amount Approved
<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Work</th>
<th>Conventions (GC) Materials &amp; Equipment</th>
<th>General Requirements (GR) &amp; General Self-Performed Labor</th>
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<tbody>
<tr>
<td>Item</td>
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**Cor No:**

113

General Summary of the Estimate

International African American Museum
<table>
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<tr>
<th>DESCRIPTION</th>
<th>TRADE DIRECTS</th>
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</thead>
<tbody>
<tr>
<td>General Requirements (CR.4 &amp; General Conditions (G.C.))</td>
<td>General Requirements (CR.4 &amp; General Conditions (G.C.))</td>
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<table>
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<td>2,626.00</td>
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<tr>
<td>Item 2</td>
<td>1</td>
<td>54,424.00</td>
<td>54,424.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total**

**Subtotal:** $67,950

**Total:** $67,950

**Notes:**
- All amounts are in USD.
- Costs covered in CR.4.
- Additional Scope of Work.

**International African American Museum**
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.
3215 Fortune Dr.
Suite 109
Charleston, SC 29418

Client Address:

Turner Construction / Brownstone Management and Design
Contact: Walt Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina 29405

PCO # 17
Date: 10/16/2020
Project Name: IAAM Museum
Project Number: IAAM Museum
Page Number: 1

Work Description

SCOPE OF WORK:
Pricing per Bulletin #22 Documents.

Adjust camera and security locations per Bulletin #22. No cost for base contract adjustments prior to rough in.
Level 2B - 2 additional camera locations.
Level 3A - 3 additional camera locations.

Provide new power circuits to door alarms at V204 and V205.
Furnish additional 120 volt, 20 amp circuit breakers for new door alarm power circuits. Per designated panel.

Level 2 - (2) additional security doors’ raceways and fire alarm relay.

Fire alarm device relocation Level 1 ceiling.

Includes additional 3” EMT conduit with compression fittings for low voltage raceways and support racks.
This change order includes overtime for this work scope only.
All low voltage cabling, equipment and devices furnished and installed by others.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 8 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_17>.

Itemized Breakdown

<table>
<thead>
<tr>
<th>System</th>
<th>Material ($)</th>
<th>Labor Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRANCH WIRING</td>
<td>1,267.77</td>
<td>56.84</td>
</tr>
<tr>
<td>SECURITY AND FIRE Alarm</td>
<td>901.81</td>
<td>42.66</td>
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<tr>
<td>LARGE LOW VOLTAGE RACEWAY</td>
<td>9,477.31</td>
<td>162.14</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>11,646.89</strong></td>
<td><strong>271.64</strong></td>
</tr>
</tbody>
</table>

BRANCH WIRING

Arup: Bulletin 22 doesn't call for 3" EMT
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO
3215 Fortune Dr.
Suite 109
Charleston, SC 29418

Client Address:

Turner Construction / Brownstone Management and Design
Contact: Walt Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina 29405

PCO # 17

IAMA Museum
Project Name: IAMA Museum
Project Number: 2
Page Number: 2

Date: 10/16/2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
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</thead>
<tbody>
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<td>1/2 OR 3/4&quot; CONDUIT SNAP CLOSE CLIP W/ 1/4-20 THRD HOLE</td>
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<td>1/2 OR 3/4&quot; CONDUIT+BOX SUPPORT W/ 9/32&quot; MNTG HOLE</td>
<td>6</td>
<td>29.38</td>
<td>0.62</td>
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<tr>
<td>#10 THHN SOLID BLACK</td>
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<tr>
<td>WIRE CONN RED</td>
<td>24</td>
<td>4.71</td>
<td>3.31</td>
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<tr>
<td>4x1 1/2&quot; SQ BOX COMB KO</td>
<td>6</td>
<td>88.14</td>
<td>2.42</td>
</tr>
<tr>
<td>4&quot; SQ BLANK COVER</td>
<td>6</td>
<td>32.78</td>
<td>0.62</td>
</tr>
<tr>
<td>#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G</td>
<td>12</td>
<td>0.39</td>
<td>0.86</td>
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<tr>
<td>HAMMER-ON CLIP TO 1/4&quot; FLANGE W/ 1/4&quot; THRD ROD HNGR</td>
<td>36</td>
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SECURITY AND FIRE ALARM

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<tr>
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<th>Total Hrs.</th>
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<tbody>
<tr>
<td>3/4&quot; CONDUIT - EMT</td>
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<tr>
<td>1&quot; CONDUIT - EMT</td>
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<td>3/4&quot; CONN SS STL - EMT</td>
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<td>3/4&quot; COUPLING SS STL - EMT</td>
<td>4</td>
<td>10.76</td>
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<tr>
<td>3/4&quot; CONN COMP STL - EMT</td>
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<td>1&quot; CONN COMP STL - EMT</td>
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<td>3/4&quot; COUPLING COMP STL - EMT</td>
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<tr>
<td>1&quot; CONDUIT+BOX SUPPORT W/ 9/32&quot; MNTG HOLE</td>
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<td>WIRE CONN YEL</td>
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<td>1.17</td>
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<tr>
<td>1/2&quot; JET LINE PULL KIT</td>
<td>107</td>
<td>0.00</td>
<td>1.23</td>
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<tr>
<td>1/8&quot; POLYTWINE</td>
<td>26</td>
<td>0.31</td>
<td>0.00</td>
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<tr>
<td>4 11/16x2 1/8&quot; SQ BOX 1&quot; KO</td>
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<td>100.95</td>
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<td>4 11/16&quot; SQ BLANK COVER</td>
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<td>1G MSNRY BOX 3 1/2&quot; DEEP</td>
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<td>70.87</td>
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<tr>
<td>2G MSNRY BOX 3 1/2&quot; DEEP</td>
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<td>111.15</td>
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<tr>
<td>1/4&quot; THREADED ROD - PLTD</td>
<td>35</td>
<td>24.05</td>
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<tr>
<td>1/4-20 HEX NUT - PLTD STL</td>
<td>19</td>
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<td>HAMMER-ON CLIP TO 1/4&quot; FLANGE W/ 1/4&quot; THRD ROD HNGR</td>
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<td>4.35</td>
<td>0.52</td>
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<tr>
<td>MONITOR MODULE MULTIPLEX</td>
<td>2</td>
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<td>2.00</td>
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<td>F/A VERIFICATION - PER INITIATING DEVICE</td>
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<td><strong>Totals</strong></td>
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LARGE low VOLTAGE RACEWAY

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<th>Total Hrs.</th>
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<tr>
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<tr>
<td>3&quot; ELBOW 90 DEG - EMT</td>
<td>2</td>
<td>143.52</td>
<td>1.74</td>
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</table>

ORIGINAL
# Proposed Change Order

**Watson Electrical Construction Co.**

3215 Fortune Dr.
Suite 109
Charleston, SC 29418

**Client Address:**

**PCO#** 17

**Date:** 10/18/2020

**Project Name:** IAAM Museum

**Project Number:** IAAM Museum

**Page Number:** 3

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot; Elbow 45 Deg - EMT</td>
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<td>3&quot; Coupling Comp STL - EMT</td>
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<td>3,961.75</td>
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<td>3&quot; Conn Comp STL Insul - EMT</td>
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<td>3&quot; Spring STL Conduit Clamp W/ Bolt</td>
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<td>72.53</td>
<td>22.10</td>
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<tr>
<td>1/8&quot; Polytwine</td>
<td>333</td>
<td>3.98</td>
<td>0.00</td>
</tr>
<tr>
<td>1 5/8x1 5/8x14G Strut Galv</td>
<td>26</td>
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<td>3/8-16 Machine Screw Anchor</td>
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<td>26.79</td>
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<tr>
<td>3/8&quot; Threaded Rod - Pltd</td>
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<td>84.55</td>
<td>9.32</td>
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<tr>
<td>3/8-16 Hex Nut - Pltd Stl</td>
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<td>2.55</td>
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<td>3/8&quot; Lock Washer - Pltd Stl</td>
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<td>3.15</td>
<td>1.90</td>
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<td>3/8x1 Fender Washer - Pltd Stl</td>
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<td>4.27</td>
<td>1.12</td>
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<td>Mall Beam Clamp To 1&quot; Flng W/ 3/8-16 Thrd Hole Btm + Back</td>
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<tr>
<td>Size 12 Seismic Wire Rope</td>
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<td>3.33</td>
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</tbody>
</table>

**Totals**

|       |       | 1,447  | 9,477.28 | 162.15   |

## Summary

- **General Materials:** 11,846.85
- **Material Tax:** 1,048.22

**Material Total:** 12,695.07

- **Journeyman:** (271.65 Hrs @ $45.00) 12,224.25
- **Foreman:** (40.75 Hrs @ $50.00) 2,037.50

**Safety** (30% of Material Total):
- (90.1 Hrs @ $32.00) 2,903.60

**Overtime Adjustment** (30% of Material Total):
- (94.0 Hrs @ $63.00) 11,592.60

**Overtime Adjustment Foreman** (30% of Material Total):
- (36.0 Hrs @ $75.00) 2,700.00

**PMR**:
- (451.91 @ 0.00 @ $6.00 + 0.00 % + 0.00 % + 0.00 %) 3,251.46

**VDC**:
- (451.91 @ 0.00 @ $1.00 + 0.00 % + 0.00 % + 0.00 %) 451.91

**Vehicles**:
- (451.91 @ 0.00 @ $2.50 + 0.00 % + 0.00 % + 0.00 %) 1,354.78

**Consumables**:
- (451.91 @ 0.00 @ $0.00 + 0.00 % + 0.00 % + 0.00 %) 162.57

**Health And Hygiene**:
- (451.91 @ 0.00 @ $1.00 + 0.00 % + 0.00 % + 0.00 %) 451.91

**Per Diem**:
- (451.91 @ 0.00 @ $7.38 + 0.00 % + 0.00 % + 0.00 %) 3,990.30

**Scissor Lift**:
- (2.00 @ 1.00 @ $625.00 + 0.00 % + 0.00 % + 0.00 %) 1,250.00

**Subtotal**

<table>
<thead>
<tr>
<th>Overhead</th>
<th>Markup</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(@ 10.00 %)</td>
<td>(@ 5.00 %)</td>
<td>1,410.36</td>
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**Subtotal**: 32,438.36

**Final Amount**: 61,036.29

**Subtotal**

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<th>Fire Alarm</th>
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</thead>
<tbody>
<tr>
<td>($2,500.00 + 0.00 % + 0.00 % + 10.00 %)</td>
<td>35,188.36</td>
</tr>
</tbody>
</table>

**Subtotal**: 63,786.29

**Adjustment #1 - Bond**: 637.86

## Contractor Certification

**Original**
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.
3215 Fortune Dr.
Suite 109
Charleston, SC  29418

Client Address:

Turner Construction / Brownstone Management and Design
Contact: Walt Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina  29405

PCO #  17
Date:  03/16/2020
Project Name:  IAAM Museum
Project Number:  IAAM Museum
Page Number:  4

Name:  
Date:  
Signature:  

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

PCO #  17
Final Amount:  $64,424.15

Name:  
Date:  
Signature:  
Change Order #:  

I hereby accept this quotation and authorize the contractor to complete the above described work.
Request for Change Order Approval

Attention: Brianne Stasiak  RCO ID:  5
Job Name: International African American Museum Spec Sections:
RCO Date: 12/16/20  ASI # & Date: Email 12/14/20
Scope: Pocket Door Trim

- Our price is based on this proposal and this proposal will become part of any signed contract. In the event of conflict between the scope as defined in the proposal quantifications and any other documents, the proposal quantification governs.
- We have made a detailed quantification of what is in our price. If an item does not appear in this quantification, it is not included.
- SCHEDULE: Submittals 5 days from notification, Fabrication pending material lead times and availability, installation as required.

Cost & Schedule $2,625.00

RCO Quantifications & Exclusions
- Provide and install 1x wood jambs and headers with ¾” x 1-1/4” S4S casing
  o PG Poplar, finishing by others
  o Pocket doors provided and installed by others
- Includes Doors: 202A, 202B, 203, 210, 318, T302, T308

<table>
<thead>
<tr>
<th>Product</th>
<th>$</th>
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<tbody>
<tr>
<td>Labor</td>
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<tr>
<td>15% OH/P</td>
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<tr>
<td>Total RCO</td>
<td>2,625.00</td>
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</table>
Walt,

Refining this down.

Attached are the Contract drawings and our BIM drawing where through discussions with Daron P and CP Marine we added the clouded (on BIM install drawing) low voltage raceways.

When Bulletin #22 came our Daron, Tony (our BIM coordinator) and I discussed adding it to the Bulletin #22 pricing. I also specifically called it out on the proposal to make sure it was seen and reviewed.

We did install those raceways and subsequently added to or reworked a small portion of them in a future revision. Point being, they did get used by CP Marine.

Dale Winovich
Operations Manager

3215 Fortune Drive
North Charleston, SC 29418
M: 843-637-5873
dwinovich@watsonelec.com

This email has been scanned for email related threats and delivered safely by Mimecast.
To: Edmund V. Most
From: Mike Risteski
Date: 7/12/2021
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 118R
Contract: Construction

Description of work to be performed: Security Camera Changes - Bulletin 21, 21.1, 21.2
This change is associated with the material and labor to install additional cameras and location changes.
This change affects the conduit infrastructure for the cameras as well as the low voltage wiring.
The change was issued in Bulletins 21, 21.1, 21.2

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Proposal Cost (not to exceed): $44,123.00
Owner Contingency Allow. Bal.

Time Extension Requested: Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Approved:

Decision needed by: July 12, 2021

Signed:

Rick Holt, Cumming Corp.
Robert Faust, Cumming Corp.
Edmund V. Most, City of Charleston
Bernard Castellino, Moody Nolan

(Circle One)
Date Submitted: April 8, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and install work associated with Bulletin 21.21.1, 21.2. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor's quote(s) &/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order. |


Pricing: [ ] ROM Estimate of GR's & Insurances [ ] ROM Estimate for Entire PCO [ ] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Time Impact: [X] Evaluated - NO TIME IMPACT [ ] Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)

| Work Authorization is Requested By: |

Submitted By: Contractor: TURNER BROWNSTONE

04/08/21

$44,123
Amount Requested

Reviewed By: Program Manager: CUMMING


Approved By: Owner: City of Charleston

$44,123
Amount Approved

Requested Action:
Authorized to Proceed
While Pricing [ ]
Price Only [ ]
Do Not Proceed or Price [ ]

Authorized Action:
Authorized to Proceed
While Pricing [ ]
Price Only [ ]
Do Not Proceed or Price [ ]
International African American Museum (IAAM)

TO: Turner Construction
FOR: Change Order 1 – EOL Camera Change

A Small Disadvantaged Business, 8(a), Alaska Native Corporation (ANC), HUBZone and ISO 9001

Submitted By: Steven Sahlender
Director of Operations
CP Marine LLC
15 Oregon Ave, Suite 203
Tacoma, WA 98409
Steven.sahlender@goldbelt.com
850-533-6352

Version: IAAM CO 1
Date: 1/28/2021
Project: CPMG – C03
-97 Axis P3225VMKII/1080P/DOM/3-10MM
P3225VMKII/1080P/DOM/3-10MM ($65,530.29)

95 Axis Communications Axis P3245-LV Network Camera
P3245-LV 2MP IR H.265 Indoor Dome IP Security Camera with Lightfinder $83,883.10

CCTV System Total $18,352.81
Project Subtotal: $18,352.81

1 CPMG Engineering/Admin Change Order $625.00

Total Installation Price: $18,977.81
Sales Tax: $1,736.47
Grand Total: $20,714.28

Client: Brianne Stasiak

Contractor: CP Marine LLC
PROPOSED CHANGE ORDER

WATSON ELECTRICAL CONSTRUCTION CO.
3215 Fortune Dr.
Suite 109
Charleston, SC 29418

Client Address:

Turner Construction / Brownstone Management and Design
Contact: Walt Lewis
4055 Faber Place
Suite 202
North Charleston, South Carolina 29405

Work Description

SCOPE OF WORK:
Bulletin 21.1 Security Cameras

(15) additinal security cameras, raceway only. Level 1.
1" EMT with pullstring.
Single gang backbox.
Raceways are individual raceway per camera location.

Reuse existing conduit racking where available.

Cameras, cabling, terminations by others (furnishing and installing).

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 6 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_43>.

Itemized Breakdown

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<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total Mat.</th>
<th>Total Hrs.</th>
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<tbody>
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<td>1,630</td>
<td>5,154.01</td>
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<td>1/8&quot; POLYTWINE</td>
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<td>#8x 1/2 WAFER HEAD SHEET MTL SCREW</td>
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<td><strong>132.90</strong></td>
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Summary

<table>
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<tr>
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<td>Material Tax</td>
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<td><strong>Material Total</strong></td>
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<td>JOURNEYMAN (132.90 Hrs @ $45.00)</td>
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<td>FOREMAN (19.94 Hrs @ $50.00)</td>
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<td>SAFETY @ 3.5% (4.65 Hrs @ $52.00)</td>
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<td>PM&amp;S (157.49 @ 0.00 @ $6.00 + 0.000 % + 0.000 % + 0.000 %)</td>
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ORIGINAL
**PROPOSED CHANGE ORDER**

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<td>VEHICLES</td>
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<td>CONSUMABLES</td>
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<td>HEALTH AND HYGEINE</td>
<td>(157.49 @ 0.00 @ $1.00 + 0.000 % + 0.000 % + 0.000 %)</td>
<td>157.49</td>
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<tr>
<td>SCISSOR LIFT</td>
<td>(1.00 @ 2.00 @ $575.00 + 0.000 % + 0.000 % + 0.000 %)</td>
<td>1,150.00</td>
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Subtotal                        | 17,108.23        |
Overhead                         | 2,566.23         |

Subtotal                        | 19,674.46        |
Adjustment #1-BOND               | 196.74           |

Final Amount                    | $19,871.20       |

**CONTRACTOR CERTIFICATION**

Name: __________________________
Date: __________________________
Signature: ______________________

I hereby certify that this quotation is complete and accurate based on the information provided.

**CLIENT ACCEPTANCE**

PCO #: 43
Final Amount: $19,871.20

Name: __________________________
Date: __________________________
Signature: ______________________

Change Order #: __________________________

I hereby accept this quotation and authorize the contractor to complete the above described work.
BULLETIN #021.1

PROJECT: IAAM
PROJECT NO.: 15490
TO: Bobby Teachey

BULLETIN #021.1
DATE: August 12, 2020
FROM: Bernie Costantino

DESCRIPTION: Revise the number and location of security cameras on Level 01.

DRAWINGS:
A-211a Level 01 RCP Part A
A-211b Level 01 RCP Part B

DISTRIBUTION:
Rick Davis
Br'i Shae Anderson
Walt Lewis
Brianne Stasiak
Edmund Most
Rick Holt
Robert Faust
Jonathan Roberts
Julie Cook
Bob Larrimer
Description of work to be performed: Granite Inscription
This change is associated with the material and labor to perform the requested etching on the granite.
This will be installed on the Memorial Wall. The cost also includes additional labor for the coordination and
installation of the etched granite vs the plain granite slabs.
The original cost for the Granite Inscription and additional burden of installation was $75,952.00. The masonry
subcontractor decided to give a donation to the IAAM in the amount of $17,362.00. This brings the new total to
$57,076.00

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Proposal Cost (not to exceed): $57,076.00
Owner Contingency Allow. Bal.
Time Extension Requested: Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Approved:

Decision needed by: July 12, 2021

(Circle One) (C) (C)
Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide all required Labor, Materials, Equipment, and Administrative/Support costs to supply and layout granite inscription. They will be per specs and drawings issued to Turner, scope of work as detailed within the Subcontractor’s quote(s) &amp;/or correspondence attached. The design has started and the will be submitted based on the new findings. Work in the field can not start with out signed change order.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
<td>Calendar Days Requested (See attached FRAGMENT/Schedule Impact Analysis)</td>
</tr>
<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Work Authorization is Requested By:</td>
<td></td>
</tr>
<tr>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By: Walter Lewis  Project Engineer 07/28/21
Contractor: **TURNER BROWNSTONE** 07/28/21  $57,076 Amount Requested

Reviewed By: Program Manager: **CUMMING**

Approved By: Owner: **City of Charleston**  

Requested Action:  
Authorized to Proceed  
While Pricing  
Price Only  
Do Not Proceed or Price

Authorized Action:  
Authorized to Proceed  
While Pricing  
Price Only  
Do Not Proceed or Price
<table>
<thead>
<tr>
<th>Estimate Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$57,076</td>
<td></td>
</tr>
<tr>
<td>$17,848.50</td>
<td>$3,25%</td>
</tr>
<tr>
<td>$2,353</td>
<td>$0.0450%</td>
</tr>
<tr>
<td>$838.30</td>
<td>0.80%</td>
</tr>
<tr>
<td>$441.00</td>
<td>0.0732</td>
</tr>
<tr>
<td>$680.04</td>
<td>0.12</td>
</tr>
<tr>
<td>$1,312.31</td>
<td>2.50%</td>
</tr>
<tr>
<td>$52,561</td>
<td></td>
</tr>
</tbody>
</table>

- Overhead and Profit
- Procure
- Performance and Payment Bond
- Builders Risk
- Subguard
- CCP

<table>
<thead>
<tr>
<th>Subtotal Trade Directs</th>
<th>$52,561</th>
</tr>
</thead>
<tbody>
<tr>
<td>$52,560.50</td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
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<tr>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 8</td>
<td></td>
</tr>
</tbody>
</table>

**COR No:** 131R1

General Summary of the Estimate
International African American Museum
### Trade Directs

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Total</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9,829.00</td>
<td>1</td>
<td>$10</td>
<td>$10</td>
<td>1</td>
<td>$10</td>
</tr>
<tr>
<td>$11.7962</td>
<td>1</td>
<td>$12</td>
<td>$12</td>
<td>1</td>
<td>$12</td>
</tr>
<tr>
<td>$9,829.00</td>
<td>1</td>
<td>$10</td>
<td>$10</td>
<td>1</td>
<td>$10</td>
</tr>
</tbody>
</table>

**Total Direct Work Subtotal:** $32,501

---

### General Requirements (GR's) & General Conditions (GC's)

**Cor No.**: 131R1

*Turner*

International African American Museum
## The cost breakdown difference for GMP Granite Versus 17.3 Bulletin

<table>
<thead>
<tr>
<th></th>
<th>GMP Amount</th>
<th>17.3 Amount (New Amount)</th>
<th>Cost</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amount of Cost for Material for Granite</strong></td>
<td>$92,500</td>
<td>$145,000</td>
<td>$52,500</td>
<td>The increase in price is based off the line item submission breakdown given by the granite supplier.</td>
</tr>
<tr>
<td><strong>Labor to layout inscription walls</strong></td>
<td>$130,926.74</td>
<td>$139,176.74</td>
<td>$8,250</td>
<td>This increase is caused due to the alignment of correct pieces and the additional time and resources that is going to make sure each granite piece is installed in the correct location</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$60,750</td>
<td></td>
<td>With 15% markup that turns into 69,862.5$</td>
</tr>
</tbody>
</table>
Will, 

Our breakdown for the $52,500 in additional cost for the engraving on this project, is as follows:

- Drafting, $5,000
- Templates, $7,500
- Layout/handling, $10,000
- Regular blasting with lithochrome, $20,000
- Additional depth blasting, $10,000

We will put this on a formal Proposal Form on Monday morning and send to you.

Thank you

Regards,
Don Conte
Structural Stone LLC
401-667-4969 office
401-575-1933 cell
July 8, 2021

City of Charleston
Charleston, South Carolina

Masonry Granite Price Reduction for the International African American Museum

Before we get into the nuts and bolts of how to reduce this granite cost, I and PatCon Industries want to thank everyone for the opportunity and support that the design team, the general contractor, and the City of Charleston has shown us throughout this project. Even before we laid a brick on this building, Rev Jenkins at the Topping Out Ceremony, thanked the masons for—“working diligently and tirelessly to see this story come to light” and “pray(ed) you watch over them as this building comes to completion”. This story is as much a part of us as it is of you, and as Rev. Jenkins says, we must see this story come to light.

Now, in regards to the labor for installing the granite pieces, the prices are pretty much set. However, due to the historical, architectural, and personal meaning behind this building, PatCon can shed $17,362 as a donation from PatCon Industries and the Patterson Family.

In regards to the material aspect of the granite, the Granite Supplier suggest the VE option of using a standard engraving instead of the custom deeper etching for the honed pieces. It may alter the overall appearances of the words slightly in the granite but that slight change is costing $10,000.

So, with our donation and the VE option on the granite that lowers the cost by $27,362 bringing my change request to $42,500 which was originally costing $69,862. Once again, thanks for supporting us and speaking this success into existence. We look forward to seeing this project to completion.

Will Patterson
Vice President of Operations
Patcon Industries, Inc
patconindustries@gmail.com
www.patconind.com

604 Saddlebrook Lane
Hopkins, South Carolina 29061
(803) 783-4123 office/fax
Visit us at our website: www.patconind.com
Description of work to be performed: FRP Finish Kitchen BOH
This change is associated with the material and labor for the installation of FRP paneling at the back of house kitchen and kitchen area. This section was added as a change to the GMP drawings with Bulletin 15. Even though there have been a few COR associated with Bulletin 15 nor of them included the price for the FRP paneling.
The paneling is required by code and DHEC to make the walls washable.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $6,898.00
Owner Contingency Allow. Bal.

Time Extension Requested: Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: September 30, 2021

(Circle One) Mike Risteski, Cumming Corp.

Approved:

(Circle One)

(Circle One)

(Circle One)

(Circle One)
Date Submitted: July 19, 2021

To: Edmund Most
City of Charleston

Re: International African American Muesum
Kitchen Finishes - FRP in the kitchen

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>This COR Changes the Finish in the Kitchen to FRP.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lumpur Sum or Firm Fixed Unit Pricing</td>
<td></td>
</tr>
<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Calendar Days Requested</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Contractor: TURNER BROWNSTONE 07/19/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walter Lewis</td>
<td>Project Engineer</td>
</tr>
<tr>
<td>Dated:</td>
<td></td>
</tr>
<tr>
<td>Amount Requested:</td>
<td>$6,898</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By:</th>
<th>Program Manager: CUMMING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved By:</th>
<th>Owner: City of Charleston</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edmond Most</td>
<td>Dated:</td>
</tr>
<tr>
<td>Amount Approved:</td>
<td>$6,898</td>
</tr>
</tbody>
</table>
### Estimate Total

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead and Profit</td>
<td>3.25%</td>
<td></td>
</tr>
<tr>
<td>Procure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance and Payment Bond</td>
<td>0.01%</td>
<td></td>
</tr>
<tr>
<td>Builder Risk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subguard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**: $6,345

### Subtotal Trade Directs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Description of Work</th>
</tr>
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<tbody>
<tr>
<td>GENERAL REQUIREMENTS (GR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRADE DIRECTS (T)</td>
<td>$6,345.00</td>
<td></td>
</tr>
<tr>
<td>CONDITIONS (GC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATERIALS (M)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELF-PERFORMED LABOR (SP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Item #** 1431

**Note**: General Summary of the Estimate

International African American Museum
## Detailed Estimate of Directs

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Requirements (G.R.S) &amp; General Conditions (G.C.)</td>
<td>$8.48</td>
<td>6</td>
<td>$50.92</td>
<td></td>
</tr>
</tbody>
</table>

### Additional Scope of Work

- As per the direction

**Expense**

- $846.00

**Turner**

[International African American Museum]
To: Turner Construction  
5300 Virginia Way  
Brentwood, TN 37027  
Phone: (615)231-6300  
Contact: Walt Lewis

Description: Install FRP BOH Cafe Rm 201B only.

<table>
<thead>
<tr>
<th>Labor</th>
<th>Total Hrs</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install FRP Panels-DW</td>
<td>44.00</td>
<td>67.50</td>
<td>$2,970.00</td>
</tr>
<tr>
<td>Clean-up-DW</td>
<td>3.00</td>
<td>67.50</td>
<td>$202.50</td>
</tr>
<tr>
<td>Supervision</td>
<td>4.00</td>
<td>67.50</td>
<td>$270.00</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td></td>
<td></td>
<td><strong>$3,442.50</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Material</th>
<th>Size</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRP ADHESIVE POLYMER</td>
<td>PAIL</td>
<td>5.00 EA</td>
<td>136.00 EA</td>
<td>$680.00</td>
</tr>
<tr>
<td>CLASS A FRP WALL PANEL- PEBBLED WHITE</td>
<td>9'</td>
<td>16.00 EA</td>
<td>2.18 SQFT</td>
<td>$1,255.68</td>
</tr>
<tr>
<td>FRP END CAP WHITE</td>
<td>10'</td>
<td>13.00 EA</td>
<td>.42 LF</td>
<td>$54.50</td>
</tr>
<tr>
<td>FRP DIVIDER STRIP WHITE</td>
<td>10'</td>
<td>16.00 EA</td>
<td>.42 LF</td>
<td>$67.20</td>
</tr>
<tr>
<td>FRP INSIDE CORNER WHITE</td>
<td>10'</td>
<td>7.00 EA</td>
<td>.42 LF</td>
<td>$29.40</td>
</tr>
<tr>
<td><strong>Total Material</strong></td>
<td></td>
<td></td>
<td><strong>$2,086.88</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>DEWALT 15AMP 7-1/4 CIRCULAR SAW W/BRake</td>
<td>1.00 EA</td>
<td></td>
<td><strong>$119.00</strong></td>
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<tr>
<td><strong>Total Equipment</strong></td>
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<td></td>
<td><strong>$119.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td></td>
<td></td>
<td><strong>$120.00</strong></td>
</tr>
<tr>
<td>Rounding</td>
<td></td>
<td></td>
<td>-$0.20</td>
</tr>
</tbody>
</table>

| Total Miscellaneous Charges                  |          |            | **$119.80**|

| Total for Detail                             |          |            | **$5,648.38**|

| Labor Total                                  |          |            | **$3,442.50**|
| Material Total                               |          |            | **$2,086.88**|
| Sub Trade Total                              |          |            | **$0.00**    |
| Adjustments Total                            |          |            | **$0.00**    |
| Equipment Total                              |          |            | **$119.00**  |
| Misc. Total                                  |          |            | **$119.80**  |
| Sub Total                                    |          |            | **$5,768.18**|
| Mark Up                                      |          |            | **$576.82**  |
| **Total**                                    |          |            | **$6,345.00**|

Joel Ofsthun  
Project Manager
To: Edmund V. Most  
From: Mike Risteski  
Date: 2/24/2022  
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 163  
Contract: Construction

Description of work to be performed: Stainless Steel Band Etching
This change is associated with the labor and materials associated with the etching of the stainless steel band. The material of the stainless steel band, final sizing and finish were included in the GMP scope. This change order is only for the etching of the band to the design specifications and requirements.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)  
Change Proposal Request from CMR with Detailed Backup  
X

Proposal Cost (not to exceed): $141,671.00  
Owner Contingency Allow. Bal.  
Time Extension Requested:  
Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: February 24, 2022

(Circle One)

(Yes) (Yes)

Mike Risteski, Cumming Corp.  

Rick Holt, Cumming Corp.  

Robert Faust, Cumming Corp.  

Edmund V. Most, City of Charleston  

Bernard Costantinco, Moody Nolan

Approved:

(Circle One)
Date Submitted: September 15, 2021

To: Edmund Most
City of Charleston

Re: International African American Museum
Stainless Steel Band

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Stainless Steel Band Cost for inscription and bead blasting finish.</th>
</tr>
</thead>
</table>

Reason: X Owner Directive

Pricing: ROM Estimate of GR's & Insurances

Time Impact: Evaluating Potential for Time Impact

Reasons: Unforeseen Condition

Design Issue

Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Calendar Days Requested (See attached FRAGMENT/Schedule Impact Analysis)

Work Authorization is Requested By:

Submitted By: Contractor: TURNER BROWNSTONE

09/15/2021 $ 141,671

Dated Amount Requested

Requested Action:

Authorized to Proceed While Pricing

Price Only

Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

/ / Dated

Authorized Action:

Authorized to Proceed While Pricing

Price Only

Do Not Proceed or Price

Approved By: Owner: City of Charleston

/ / $ 141,671

Dated Amount Approved
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fee Base</th>
<th>Fee Percentage</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Direct Labor</td>
<td>$1,902.68</td>
<td>25%</td>
<td>$475.67</td>
</tr>
<tr>
<td>2.0</td>
<td>Materials (G&amp;C)</td>
<td>$2,000.00</td>
<td>10%</td>
<td>$200.00</td>
</tr>
<tr>
<td>3.0</td>
<td>General Requirements (G&amp;R)</td>
<td>$1,000.00</td>
<td>5%</td>
<td>$50.00</td>
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</table>

**Subtotal:** $3,130.63

**Trade Directives:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fee Base</th>
<th>Fee Percentage</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.0</td>
<td>Conditions (G&amp;C)</td>
<td>$1,000.00</td>
<td>20%</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**Subtotal (Trade Directives):** $1,300.00

**Total Estimate:** $4,430.63
DIRECT WORK SUBTOTAL $130,683

3. SUBMIT TIME AND MATERIALS COST LOSSES.
   TOTAL $24,600.00

1. STAINLESS STEEL INJECTION - Included Above
2. STAINLESS STEEL BLASTING - Included Above
   INCLUDES EPOXY - Included Above

DESCRIPTION

Additional Scope of Work

TRADE DIRECTS

GENERAL REQUIREMENTS (GRS) & GENERAL CONDITIONS (GC's)

COR NO.: 163

INTERNATIONAL AFRICAN AMERICAN MUSEUM
# PROPOSED CHANGE ORDER

**LYNDON STEEL COMPANY LLC**

1947 Union Cross Road  
Winston-Salem, NC 27107  
www.lyndonsteel.com  
(336) 785-0848 FAX 788-8835

**TO:** Turner Const  
4601 Park Road, Suite 601  
Charlotte, NC 28209

**Attention:** Walt Lewis  
**Phone:** 919-788-2024  
**FAX:** -

**PROJECT:** International African American Museum  
Charleston, SC

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>A/D</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Added cost to ship approximately 224 LF of 1/4&quot; 316 bead blast finished stainless plate to be machine tooled / milled / edged, and shipped to job site. See attached Change Order from Stainless Fabricators, Inc. for breakdown and additional description of added cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stainless Fabricators, Inc.</td>
<td>ADD</td>
<td>$124,044</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>ADD</td>
<td>$18,607</td>
</tr>
<tr>
<td>Bonding</td>
<td>ADD</td>
<td>$1,552</td>
</tr>
<tr>
<td>TAX</td>
<td></td>
<td>$10,980</td>
</tr>
</tbody>
</table>

**This change will ADD an additional 28 WORK DAYS to our scheduled scope of work.**

**Total This Change Order:** $155,183

**Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.**

LSC PM: DeWitt Friedermann  
e-mail: DFriedermann@lyndonsteel.com

LSC Signature: Date: 09/07/21  
Prepared by: Spencer Fleming

**Please sign and return E-mail noted above or via Facsimile (336-788-8835) to Lyndon Steel Company. Upon receipt of written approval of this change order, LSC will proceed to fabricate and deliver the above items. If the above proposal is not accepted within thirty calendar days from the date of issuance, LSC reserves the right to revise the above quotation.**
Bid Sheet
International African
American Museum

Stainless Fabricators, Inc.
11107 Challenger Ave.
Odessa, Florida 33556
www.stainlessfabricators.com

By: Keith Binney
Date: 8/30/2021

Client Name
To: Lyndon Steel Company
Phone: 336-785-0848
Fax: 336-423-8019
Contact: DeWitt Friedermann

Because of the current unstable S/S market, this quote is good for 30 days, post issue

All prices will be “Price in Effect” at time of shipment

Scope Of Work: Fabricate.
Freight: FOB Odessa, Florida unless otherwise noted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Units</th>
<th>Type</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>#17358 1/4&quot; S/S bead blast finish Stainless plate 1/4&quot; X 24&quot; X 244 FT Approx.</td>
<td>$152,000.00</td>
<td>1</td>
<td>Ea.</td>
<td>$152,000.00</td>
</tr>
<tr>
<td>B:</td>
<td>Crate and Freight From NY To Odessa FL / From Odessa To Providence Plate will be shipped from manufacturer to SFI to be inspected, cut prop and shipped to RI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C:</td>
<td>Plate to be bead blasted / Setup / Machine Tooling / Milled / edged</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D:</td>
<td>Freight To SFI / Inspection / Straighten / Crate for shipping to job site.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E:</td>
<td>Install / Hotel / Per diem / Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B: Original Contract cost

<table>
<thead>
<tr>
<th>Unit Cost</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>-$30,000.00</td>
<td>(30,000.00)</td>
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</table>

SUB TOTAL

<table>
<thead>
<tr>
<th>Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>$122,000.00</td>
<td></td>
</tr>
</tbody>
</table>

SUB-TOTAL with Sales Tax

<table>
<thead>
<tr>
<th>Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>$122,000.00</td>
<td></td>
</tr>
</tbody>
</table>

EXTENDED PRICE IS FOR FOOTAGE LISTED ONLY. IF MEASURED QUANTITY DIFFERS, THE PRICE WILL BE ADJUSTED ACCORDINGLY.

Engineering:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Units</th>
<th>Type</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>A:</td>
<td>Engineering, Calc's P.E. Stamp</td>
<td>$250.00</td>
<td>1</td>
<td>Ea.</td>
<td>$250.00</td>
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<tr>
<td>B:</td>
<td>Submittal / Fabrication Dwg.</td>
<td>$1,793.56</td>
<td>1</td>
<td>Ea.</td>
<td>$1,793.56</td>
</tr>
<tr>
<td>C:</td>
<td>Freight / Crate.</td>
<td></td>
<td>1</td>
<td>Ea.</td>
<td></td>
</tr>
<tr>
<td>D:</td>
<td>Mobilization</td>
<td>$1,793.56</td>
<td>2</td>
<td>LFT.</td>
<td></td>
</tr>
<tr>
<td>E:</td>
<td>Installation</td>
<td></td>
<td>1</td>
<td>Ea.</td>
<td></td>
</tr>
<tr>
<td>G:</td>
<td>Field measurement</td>
<td></td>
<td>1</td>
<td>Ea.</td>
<td></td>
</tr>
<tr>
<td>Per Diem:</td>
<td></td>
<td>$</td>
<td>15</td>
<td>Ea.</td>
<td></td>
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SUB-TOTAL

<table>
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<tr>
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<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>$2,043.56</td>
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Grand Total

<table>
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<tr>
<th>Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>$124,043.56</td>
<td></td>
</tr>
</tbody>
</table>

This is not a lump sum price but for footage listed above ONLY!

Note: All embeds / sub-structure are not a part of this quote unless listed above with the line item.

All material S/S # 6 bead blast.
Standard Material escalation applies

SPECIAL NOTE:
Typical Lead time on construction is 8-12 weeks after field verification. Price quotation is good for 30 days after issue. Standard terms are 25% deposit, with order balance on completion see attachment for payment terms and conditions. This quotation is based on the available information at the time of issue. If the design of the product or scope of work to be supplied changes from the above listed quantity or description, the price will be adjusted accordingly. Materials quoted may not comply with BUY AMERICAN clause. EXTENDED PRICE IS FOR FOOTAGE LISTED ONLY.

GENERAL NOTES:
Contract terms subject to review before acceptance. Erection piling based on unobstructed access to work areas during delivery, unloading & erection. It is the GC's responsibility for establishing elevations. Additional work required due to lack of information or changes, like 'BUY AMERICAN' clause of design modifications caused by construction changes after this submittal date, will be charged back to the project at $75.00 per man hour plus materials. In all cases, it is the responsibility of the purchaser to supply SFI with the proper information to price a particular project, and to supply SFI with all construction changes.

Approved For Production
Date
Change Order Proposal Review Form

To: Edmund V. Most
From: Mike Risteski
Date: 10/1/2021
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 165
Contract: Construction

Description of work to be performed: Changes in Data Requirements CPM (CO 6)
This change is associated with the materials and labor in the changes to the data requirements
as presented in the CP Marine CO 6 resulting from the response to RFI 499 and RFI 557

Justification: 

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $3,163.00 Owner Contingency Allow. Bal.
Time Extension Requested: 
Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: October 1, 2021

Approved:

Rick Holt, Cumming Corp.

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costanzo

Bernard Costanzo, Moody Nolan
**COR #: 165**

**TURNER BROWNSTONE**
14 Wharfside Street
Charleston, SC

Re: **International African American Museum**

**RFI 579 - Data Cost for changes to the Docs.**

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Cost for additional AV / Data Requirements.</th>
</tr>
</thead>
</table>

|-------------------|------------------------------|-------------------|----------------------|--------------|

| Pricing:          | ROM Estimate of GR's &      | ROM Estimate for Entire PCO |
|-------------------| Insurances                  |                               |                      |
|                   |                              | Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates |

<table>
<thead>
<tr>
<th>Time Impact:</th>
<th>Evaluating Potential for Time Impact:</th>
<th>Evaluated - NO TIME IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work Authorization is Requested By:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Contractor: <strong>TURNER BROWNSTONE</strong> 09/22/2021 $ 3,163 Amount Requested</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reviewed By:</th>
<th>Program Manager: <strong>CUMMING</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Approved By:</th>
<th>Owner: <strong>City of Charleston</strong> 09/22/2021 $ 3,163 Amount Approved</th>
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</table>
### Estimate Total

<table>
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<th>Description</th>
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<th>Percentage</th>
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<tbody>
<tr>
<td>Overhead and Profit</td>
<td>$99,734</td>
<td>3.25%</td>
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<tr>
<td>Procure</td>
<td>$1,360</td>
<td>0.04500%</td>
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<tr>
<td>Performance and Payment Bond</td>
<td>$24,361</td>
<td>0.84%</td>
</tr>
<tr>
<td>Builder Risk</td>
<td>$2,012</td>
<td>0.07%</td>
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<tr>
<td>Subcontract</td>
<td>$72,957</td>
<td>2.59%</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$2,918</td>
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### Subtotal Trade Directs

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<tr>
<th>Description</th>
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<th>Directs</th>
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<tbody>
<tr>
<td>Trade Directs</td>
<td>$2,918.00</td>
<td>4</td>
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<tr>
<td>Conditions (CGS) Material/equipment &amp; General Requirements (GR) &amp; General Conditions (CGS)</td>
<td>$0</td>
<td>2</td>
</tr>
<tr>
<td>Conditions (CGS) Self-Performed Labor &amp; General Requirements (GR) &amp; General Conditions (CGS)</td>
<td>$0</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Item #</th>
<th>Directs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Work</td>
<td></td>
<td>165</td>
</tr>
</tbody>
</table>

**Turner**

General Summary of the Estimate

International African American Museum
TO: Turner Construction
FOR: Change Order 6 – RFI 499/557

Submitted By: Steven Sahlender
VP of Alaska Group
Goldbelt Inc./CP Marine LLC
603 Pilot House Drive Ste. 400
Newport News, VA 23606
Steven.sahlender@goldbelt.com
850-533-6352
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 CHIEF PAC5226FBP4</td>
<td></td>
<td>$1,116.52</td>
</tr>
<tr>
<td>In-Wall storage box, 4 receptacle filter, surge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 CPMG Engineering Change Order</td>
<td></td>
<td>$625.00</td>
</tr>
<tr>
<td>800 Hitachi 4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
<td>$506.36</td>
</tr>
<tr>
<td>4/23 CAT6A U/FTP SUPRA 10GIG CMR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Knowlogix Cable Testing and Certification</td>
<td>4</td>
</tr>
<tr>
<td>Cable Certification Labor, Product Rental, and Calibration Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Knowlogix Engineering Change Order - 4 Hour Min</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>8 Ortronics Black Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td>$95.20</td>
</tr>
<tr>
<td>Clarity CAT6A Shielded High Density Jack, T568A/B</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Installation Price:</strong></td>
<td></td>
<td>$3,103.08</td>
</tr>
<tr>
<td><strong>Sales Tax:</strong></td>
<td></td>
<td>$128.26</td>
</tr>
<tr>
<td><strong>Grand Total:</strong></td>
<td></td>
<td>$3,231.34</td>
</tr>
</tbody>
</table>

**Client:** Turner Construction **Date**

**Contractor:** CP Marine LLC **Date**
Lewis, Walter - (CAR)

From: LoDato, AJ - (CAR)
Sent: Tuesday, February 23, 2021 8:55 AM
To: Cook, Julie; Alex Millender
Cc: Sarah Aarons; Lewis, Walter - (CAR); Milani, Matteo
Subject: RE: RFI 449 & 579 - PAC Boxes at Display Niches

Julie,

Yup this is what I need! I coordinated this layout with the metal panel contractor who can make it work. With the dimensions worked up between myself and Alex, it will be concealed behind the monitor.

Thank you,

AJ LoDato | Engineer
Turner Construction Company 4401 Park Road Suite 601 | Charlotte. NC 28209
Mobile: 980.406.0287 | alodato@tcco.com

From: Cook, Julie [mailto:jcook@moodynolan.com]
Sent: Monday, February 22, 2021 8:43 AM
To: Alex Millender <alex.millender@jci.com>; LoDato, AJ - (CAR) <alodato@tcco.com>
Cc: Sarah Aarons <sarah.aarons@arup.com>; Lewis, Walter - (CAR) <wlewis@tcco.com>; Milani, Matteo <mmilani@pcf-p.com>
Subject: RE: RFI 449 & 579 - PAC Boxes at Display Niches

AJ –

Does below give you information you need? The install also needs to be coordinated with metal panel contractor. Brianne has managed that prior to leaving. Matteo sketched in the monitor in red in response to the RFI. Need to confirm this is behind the monitor and not visible to visitor.

Thanks-

JULIE COOK
AIA, LEED AP
PRINCIPAL
PROJECT ARCHITECT

MOODY+NOLAN
moodynolan.com

2021 AIA NATIONAL ARCHITECTURE FIRM AWARD

From: Alex Millender <alex.millender@jci.com>
Sent: Friday, February 19, 2021 6:36 PM
To: LoDato, AJ - (CAR) <alodato@tcco.com>; Cook, Julie <jcook@moodynolan.com>
Cc: Sarah Aarons <sarah.aarons@arup.com>; Lewis, Walter - (CAR) <wlewis@tcco.com>
Subject: RE: RFI 449 & 579 - PAC Boxes at Display Niches
This is the monitor being used:

https://pro.sony/ue_US/products/pro-displays/fwd-75x800h

It is 66” wide. The edge of the monitor angles back towards the maximum depth as it moves in.
If the outer edge of the PAC box is more than 3-4 inches in from outer edge of the monitor it shouldn’t be visible by visitors.

Regards,

Alex Millender, CTS-D, CTS-I
Project Development Engineer, AV
Connected Technologies & Solutions

Johnson Controls
Phone: (205) 644-4692
Email: alex.millender@jci.com
www.Johnsoncontrols.com
Twitter: @JohnsonControls • LinkedIn: Johnson-Controls

The power behind your mission

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From: LoDato, AJ - (CAR) <alodato@tcco.com>
Sent: Friday, February 19, 2021 3:38 PM
To: Alex Millender <alex.millender@jci.com>; Julie Cook <JCook@moodynolan.com>
Cc: Sarah Aarons <sarah.aarons@arup.com>; Lewis, Walter - (CAR) <wlewis@tcco.com>
Subject: RE: RFI 449 & 579 - PAC Boxes at Display Niches

Yes the fireproofing (foam area) is the center, the openings are also the same dimensions in both directions.

I measured a similar PAC box and it was 14.5”, we need about 4-6” on the top to bend our coupling under the TV mount and blocking. The TV mount is 5.5” high. Looking at a ballpark of 24” below center of TV for this build up.

20/A-601 shows a better section cut, but there is no elevation. See the metal panel shop drawings below for a better idea of what’s going on.
From: Alex Millender [mailto:alex.millender@jci.com]
Sent: Friday, February 19, 2021 4:11 PM
To: LoDato, AJ - (CAR) <alodato@tcco.com>; Cook, Julie <jcook@moodynolan.com>
Cc: Sarah Aarons <sarah.aarons@arup.com>; Lewis, Walter - (CAR) <wlewis@tcco.com>
Subject: RE: RFI 449 & 579 - PAC Boxes at Display Niches

Julie,

I think AJ is correct, but I want to confirm officially.
I’d need to look at an actual drawing to load in the mount, PAC526 box, and the Sony display being used to confirm the PAC box stays hidden.
Do you or Sarah know off hand which drawing shows this elevation?

AJ, can you confirm that the foamed area (looks like foam at least) is the center of the niche? i.e. are the lengths of the two black arrows I inserted the same?

Regards,

Alex Millender, CTS-D, CTS-I
Project Development Engineer, AV
Connected Technologies & Solutions

Johnson Controls
The power behind your mission

THIS MESSAGE MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. The information contained in, or attached to, this message is intended solely for the use of the specific person(s) named above. If you are not the intended recipient then you have received this communication in error and are prohibited from review, retransmission, taking any action in reliance upon, sharing the content of, disseminating or copying this message and any of the attachments in any way. If you have received this communication in error, please contact the sender immediately and promptly delete this message from all types of media and devices. Thank you.

From: LoDato, AJ - (CAR) <alodato@tcco.com>
Sent: Friday, February 19, 2021 1:27 PM
To: Alex Millender <alex.millender@jci.com>; Julie Cook <jcook@moodynolan.com>
Cc: Sarah Aarons <sarah.aarons@arup.com>; Lewis, Walter - (CAR) <wlewis@tcco.com>
Subject: RFI 449 & 579 - PAC Boxes at Display Niches

Alex/Julie,

RFI 449 & 579 call for PAC boxes at the display niches. It also calls to confirm location with JCi and Arch. Please confirm proposed location. The current single gang will be swapped out for the PAC box.

Dimensionally, this should stay slightly concealed behind the TV as I pulled common 70” TV height dimensions.

NORTH:
Thanks,

AJ LoDato | Engineer
Turner Construction Company | 4601 Park Road, Suite 601 | Charlotte, NC 28209
Mobile 980.406.0287 | aloydato@tcco.com
### MEP - Low Voltage | Rack Clarifications

| TO: | Bernard Costantino (Moody Nolan)  
Julie Cook, AIA (Moody Nolan) |
| DATE INITIATED: | 10/28/2020 |
| LOCATION: |  |
| PROJECT STAGE: |  |
| COST IMPACT: |  |
| DRAWING NUMBER: |  |
| LINKED DRAWINGS: |  |
| RECEIVED FROM: | Daron Pardine (Turner Construction (ATL)) |
| FROM: | Daron Pardine (Turner Construction (ATL))  
Charleston, South Carolina |
| STATUS: | Open |
| DUE DATE: | 11/12/2020 |
| COST CODE: |  |
| SCHEDULE IMPACT: |  |
| SPEC SECTION: |  |
| REFERENCE: |  |
| COPIES TO: | Sarah Aarons (ARUP), Julie Cook, AIA (Moody Nolan), Bernard Costantino (Moody Nolan), Trae Dantzler (CP Marine), Alex Nash (Turner Construction (CAR)), Chris Nuss (CP Marine), Jonathan Roberts (Cumming), Stephanie Terault (ARUP) |

#### Question from Daron Pardine (Turner Construction (ATL)) at 02:55 PM on 10/28/2020

This RFI has 2 parts:

1) We suggest enlarging the racks in E201 to be 36” deep as the servers for the Access Control and Camera system will be 29” in depth.

   It is best to maintain consistency of the racks in these rooms and we suggest making them all 36”. This will broaden the parts availability for the rack-mounted UPS’s as well as enable better cable management for the end users.

   Confirm or advise if we can use 36” racks.

2) The rack in E211 was reviewed and was determined to be too large for the space. Advise on the size of rack required for this room and if PDU’s are required.

   Awaiting an Official Response

2) E211 rack was determined to be VMRK-54 (standard 31.4” depth version, not VMRK-54-36 version with 36” depth). No in-rack UPS needed.

#### UPDATE RESPONSE:

Design team can not respond to Q1 until we get a coordinated drawing showing all equipment. See attached email sent to TB with various issues previously noted on equipment in this room.
Moody Nolan
300 SPRUCE ST, STE 300,
COLUMBUS, OH 43215
Attention: Bernie Costantino

Subject: MEP - Low Voltage | Rack Clarifications

Information Requested:
This RFI has 2 parts:

1) We suggest enlarging the racks in E201 to be 36" deep as the servers for the Access Control and Camera system will be 29" in depth.

It is best to maintain consistency of the racks in these rooms and we suggest making them all 36". This will broaden the parts availability for the rack-mounted UPS's as well as enable better cable management for the end users.

Confirm or advise if we can use 36" racks.

2) The rack in E211 was reviewed and was determined to be too large for the space. Advise on the size of rack required for this room and if PDU's are required.

Responses

Nivin Joseph - ITC
1) Turner to provide a coordinated layout plan of E201, showing all clearances of these racks and AV racks from electrical panels and other equipment within this space.
2) Refer to JCI Response
Cook, Julie

From: Sarah Aarons <sarah.aarons@arup.com>
Sent: Thursday, November 19, 2020 11:55 AM
To: Cook, Julie; Lewis, Walter - (CAR); Stasiak, Brianne M - (CAR); bteachey@bstonegroup.com; Winovich, Dale; Sloan, Kevin; Chris Nuss; Trae Dantzler; Sahlender, Steven; Robert H. Faust; alex.millender@jci.com
Cc: Lovelace, Ricky J - (CAR); Washington, George; Costantino, Bernard; Jonathan Roberts; okechukwu.chika@jci.com; Anderson, Bri'Shae D - (CAR)
Subject: RE: IAAM - Electrical and Low Voltage Discussion Meeting Minutes

Follow Up Flag: Follow up
Flag Status: Flagged

Walt and all,

In addition, the racks in E201 need to be coordinated with all of the other equipment in the room. The security server was not submitted for design team review, and if it is installed in the rack as they are specified in the design documents (29"), it will protrude from the rack and cable management will not be ideal. The design documents clearly indicate the expected rack depth. The AV rack depth from design is also shown on the drawings, at 31.4”. The coordination of the equipment in the rack and the racks with other equipment in the room (IT/Elec/Sec/etc.) needs to be done via a coordinated shop drawing. This is a requirement of the Telecom and Electrical specifications.

The rack that was submitted and being returned today is a field adjustable rack. We accept the deeper rack configuration if it is determined that is required for the equipment being procured, but the room must be coordinated with the increased depth.

Thanks,

Sarah Aarons  PE  LEED AP BD+C
d: +1 202 729 8239
m: +1 202 779 3990

From: Cook, Julie <JCook@moodynolan.com>
Sent: Thursday, November 19, 2020 10:05 AM
To: Lewis, Walter - (CAR) <wlewis@tcoc.com>; Stasiak, Brianne M - (CAR) <bstasiak@tcoc.com>; bteachey@bstonegroup.com; Winovich, Dale <DWinovich@watsonelec.com>; Sloan, Kevin <KSloan@watsonelec.com>; Chris Nuss <cnuss@knowlogix.com>; Trae Dantzler <tdantzler@knowlogix.com>; Sahlender, Steven <steven.sahlender@goldbelt.com>; Robert H. Faust <bfaust@ccorpusa.com>; Sarah Aarons <sarah.aarons@arup.com>; alex.millender@jci.com
Cc: Lovelace, Ricky J - (CAR) <RLovelace@tcoc.com>; Washington, George <George.Washington@watsonelec.com>; Costantino, Bernard <BCostantino@moodynolan.com>; Jonathan Roberts <jonathan.roberts@ccorpusa.com>; Peter Massoud <Peter.Massoud@arup.com>; okechukwu.chika@jci.com; Anderson, Bri'Shae D - (CAR) <bdanderson@tcoc.com>
Subject: [External] RE: IAAM - Electrical and Low Voltage Discussion Meeting Minutes

Walt –
We have returned the ones we discussed. As noted on the call many of the RFI’s were just submitted prior to call. I will be returning the LEVEL 2 & 3 coordination drawings – Revise and resubmit as they are not coordinated, let me know if you would like to set up a call to page turn the issues.

RFI 451 – returned
RFI 499 – See attached email and issue with UPS noted in Oct field report. (NOTE: dimensions provided are not acceptable Design Team needs a shop drawings that shows coordinated room and equipment as required by GMP) Please provide update on coordinated drawings.
RFI 500 – returned
RFI 505 – returned
RFI 510 – Will return today this is requesting a substitution which we will need more info on.
RFI 517 – Returned
RFI 518 – returned
RFI 520 – will return by end of week
RFI 521 – returned
RFI 522 – returned
RFI 523 – returned
RFI 524 – returned
RFI 528 – returned
RFI 533 – returned
RFI 535 - will return by end of week
RFI 536 – will return by end of week

Let me know what other items you are looking for.

Thanks-

JULIE M. COOK
AIA, LEED AP
PRINCIPAL
ARCHITECT

From: Lewis, Walter - (CAR) <wlewis@tcco.com>
Sent: Thursday, November 19, 2020 9:10 AM
To: Stasiak, Brianne M - (CAR) <bstasiak@tcco.com>; bteachey@bstonegroup.com; Winovich, Dale <DWinovich@watsonlec.com>; Sloan, Kevin <KSloan@watsonlec.com>; Chris Nuss <cnuss@knowlogix.com>; Trae Dantzler <tdantzler@knowlogix.com>; Sahlender, Steven <steven.sahlender@goldbelt.com>; Cook, Julie <jcook@moodynolan.com>; Robert H. Faust <bfaust@ccorpusa.com>; Sarah Aarons <sarah.aarons@arup.com>; alex.millender@ici.com
Cc: Lovelace, Ricky J - (CAR) <RLovelace@tcco.com>; Washington, George <George.Washington@watsonlec.com>; Costantino, Bernard <BCostantino@moodynolan.com>; Jonathan Roberts <jonathan.roberts@ccorpusa.com>; Peter Massoud <Peter.Massoud@arup.com>; okechukwu.chika@ici.com; Anderson, Bri’Shae D - (CAR) <bdanderson@tcco.com>
Subject: RE: IAAM - Electrical and Low Voltage Discussion Meeting Minutes

Julie,

What is the status of the RFI that were supposed to be returned yesterday. I have not seen the ones we committed to getting back. There has been a couple of answers.

Please advise.
From: Stasiak, Brianne M - (CAR) <bstasiak@tcco.com>
Sent: Wednesday, November 18, 2020 6:17 PM
To: Lewis, Walter - (CAR) <wlewis@tcco.com>; bteachey@bstonegroup.com; Winovich, Dale
<DWinvovich@watsonelec.com>; Sloan, Kevin <KSloan@watsonelec.com>; Chris Nuss <cnuss@knowlogix.com>; Trae
Dantzler <tdantzler@knowlogix.com>; Sahlender, Steven <steven.sahlender@goldbelt.com>; Cook, Julie
<jcook@moodynolan.com>; Robert H. Faust <bfaust@ccorpusa.com>; Sarah Aarons <sarah.aarons@arup.com>
and Alex Millender <jci.com>
Cc: Lovelace, Ricky J - (CAR) <RLovelace@tcco.com>; Washington, George <George.Washington@watsonelec.com>
Costantino, Bernard <BCostantino@moodynolan.com>; Jonathan Roberts <jonathan.roberts@ccorpusa.com>; Peter
Massoud <Peter.Massoud@arup.com>; okechukwu.chika@jci.com; Anderson, BrijShae D - (CAR)
<bdanderson@tcco.com>
Subject: RE: IAAM - Electrical and Low Voltage Discussion Meeting Minutes

Team,

As a follow up to our call yesterday, three things:

- New slim style balcony camera options attached (Axis F documents), there is a cost upcharge for this (CP Marine is determining)
  - This is now in ARUP/Moody Nolan court to provide direction.
- AV E201 actual dimensions of room attached. There is also a helpful attachment showing rack dimensions in a
  bit more detail.
  - This is now in ARUP/Moody Nolan court to provide direction based on code allowances for space.
- JCI sent an email about how the speaker manufacturer has changed its global distribution chain and there are no
  speakers available until late January 2021.
  - This is now a red hot item as it will impact ceiling installation. We are hanging ceilings in January and
    rough in needs to be done before this.

We were looking forward to a lot of promised answers today based on notes below. Please let me know if there are any
issues or changes.

Brianne Stasiak | Engineer
Turner Construction Company | Mobile 980.556.6846 | bstasiak@tcco.com
170 Meeting Street | Suite 312 | Charleston, SC 29401

---

From: Stasiak, Brianne M - (CAR)
Sent: Tuesday, November 17, 2020 8:34 PM
To: Lewis, Walter - (CAR) <wlewis@tcco.com>; bteachey@bstonegroup.com; Winovich, Dale
<DWinvovich@watsonelec.com>; Sloan, Kevin <KSloan@watsonelec.com>; Chris Nuss <cnuss@knowlogix.com>; Trae
Dantzler <tdantzler@knowlogix.com>; Sahlender, Steven <steven.sahlender@goldbelt.com>; Cook, Julie
<jcook@moodynolan.com>; Robert H. Faust <bfaust@ccorpusa.com>; Sarah Aarons <sarah.aarons@arup.com>
and Alex Millender <jci.com>
Cc: Lovelace, Ricky J - (CAR) <RLovelace@tcco.com>; Washington, George <George.Washington@watsonelec.com>
Costantino, Bernard <BCostantino@moodynolan.com>; Jonathan Roberts <jonathan.roberts@ccorpusa.com>; Peter
Team,

Thanks for calling into our 4PM follow up. Quick notes as follows:

- **CP Marine Open RFI's**
  - RFI 451- Can be closed. Watson coordination needed for stair/mesh (refer to RFI 223).
  - RFI 499- E211 answer acceptable, need rack approved. Room E201 needs further information. T/B will provide current dimensions of room in field with electrical panels and sizes of recommended equipment. Arup/Moody Nolan to advise needed clearances based on this information. Shift of AV racks from JCI to CP Marine generated in Bulletin 16.2. Rack product data needs to be reviewed concurrently.
  - RFI 500- Closed.
  - RFI 504- Need Dorma confirmation through 1st Choice that acceptable. Moody Nolan/Arup to review and confirm. Internal coordination needed between subs for install.
  - RFI 505- New projector screen product data to be provided for pricing by CP Marine (JCI also pricing). Lead time approx. 4 weeks. (post meeting note: product data sent)
  - RFI 510- Arup to follow up (including on security items located within the GFRC columns)

- **Other items**
  - Projectors- JCI to send cut sheets for coordination and rough in
  - Projector/Screen final locations to be coordination with ceiling coordination drawings (Moody Nolan/Arup to return and T/B will set up final coordination call to address notes with all subs)
  - G210 Speakers and Projectors- Moody Nolan suggested a coordination meeting to review this ceiling and honeycomb fabric to avoid any install issues.
  - G201 projector is located in corridor above ceiling
  - Closed RFI 502 answer reviewed- JCI will provide updated security layout. CP Marine to price scope shift from JCI to CP Marine for above ceiling rough in. JCI will call vendor to rush ship speakers of each type for ceiling layout.
  - It was confirmed that the smaller speakers in G206A and G207A are correct as the deleted walls that isolate these spaces are now installed by exhibit contractor. Plywood gets installed at ceilings in these locations for exhibit installation of walls.

Please let me know if I missed anything. I will schedule a follow up call as needed for any remaining open items as we receive additional information.

Thanks!

Brianne Stasiak | Engineer
Turner Construction Company | mobile 380 566.6846 | bstasiak@tcco.com
170 Meeting Street | Suite 312 | Charleston, SC 29401

From: Stasiak, Brianne M - (CAR)
Sent: Tuesday, November 17, 2020 10:29 AM
To: Lewis, Walter - (CAR) <wlewis@tcco.com>; bteachey@bstonegroup.com; Winovich, Dale <DWinovich@watsonelec.com>; Sloan, Kevin <KSloan@watsonelec.com>; Chris Nuss <cnuss@knowlogix.com>; Trae Dantzler <tdantzler@knowlogix.com>; Sahlender, Steven <steven.sahlender@goldbelt.com>; Cook, Julie <jcook@moodynolan.com>; Robert H. Faust <bfaust@ccoruspusa.com>; Sarah Aarons <sarah.aarons@arup.com>; alex.millender@jci.com
Thanks for calling in today. Quick updates:

- **Watson Open RFI’s**
  - RFI 517- Design team may be picking new camera. CP Marine to send cut sheets today of current camera. Answer on height from design team tomorrow.
  - RFI 518- Closed. Follow RFI answer to increase thickness of wall.
  - RFI 520- Design team committed to returning tomorrow.
  - RFI 521- Closed. Switch can be moved.
  - RFI 522- TB to coordinate. Meeting tomorrow to confirm door release at 4PM, then internal Watson/CP Marine follow up for power and controls coordination at 4:30PM.
  - RFI 523- JCI/Design team to provide new solution by tomorrow. AV6 cannot accommodate more than 1-1/4” pipe, and provided box in original answer does not fit within thickness of wall.
  - RFI 524- Closed. Amount confirmed.
  - RFI 525- Closed. Location provided.
  - RFI 528- Design team to return today.
  - RFI 533- All 3 receptacles can be installed approx. center of North wall within each room (202A, 202B, and 203 all checked in field after call).
  - RFI 535- Design team needs to review before commitment date provided.
  - RFI 536- Design team will review and return, rough in not affected by this answer as location should not change, just potential for fixture change.

- **CP Marine / Low Voltage Items**
  - Follow up call at 4PM to discuss (I will try to get out some additional information before this call to steer the conversation)
    - RFI’s
    - Racks (within 211, 201, size, scope)
    - Projectors
    - Screens
    - Speakers

I will sort through submitted versus still required shop drawings that design team is requesting and an update will be provided.

Talk at 4PM. Invite sent!
Change Order Proposal Review Form

To: Edmund V. Most
From: Mike Risteski
Date: 10/1/2021
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 186
Contract: Construction

Description of work to be performed: Intrusion Detection Changes as per JCI
This change is associated with the materials and labor in the changes to the data requirements
for the intrusion detection system as requested by JCI

Justification: Customer Requested Change

Attachments:
- J&A from Project Manager
- Independent Cost Estimate
- Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $10,363.00 Owner Contingency Allow. Bal.
Time Extension Requested: Time Extension Recommended:

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: October 1, 2021

NO (YES) (Circle One)  Mike Risteski, Cumming Corp.

NO (YES) (Circle One)

Approved:

Rick Holt, Cumming Corp.

Robert Faust, Cumming Corp.

Edmund V. Most, City of Charleston

Bernard Costantini, WIDCO Nolan
Date Submitted: September 22, 2021

To: Edmund Most

City of Charleston

Re: International African American Museum

Intrusion Detection - Shift from JCI to CP Marine

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>The cost to supply and install additional work for the IAAM. See attached back up.</td>
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<table>
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<tr>
<th>Reason</th>
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<td>Owner Directive</td>
<td>Code / Regulatory</td>
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<tr>
<td>Unforeseen Condition</td>
<td>Design Issue</td>
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<tr>
<th>Pricing</th>
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<tr>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
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<tr>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
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<th>Time Impact</th>
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<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
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<tr>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
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<tr>
<th>Submitted By</th>
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<tbody>
<tr>
<td>Walter Lewis</td>
<td>Project Engineer</td>
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Contractor: TURNER BROWNSTONE

09/22/2021

$ 10,363

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<td>Program Manager: CUMMING</td>
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<td>Owner: City of Charleston</td>
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$ 10,363

Approved By: Edmund Most

Dated
Estimate Total

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<th>Cost</th>
<th>Percentage</th>
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Subtotal

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Trade Directs

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<td>General Requirements (GR) General</td>
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<td>General Requirements (GR) General</td>
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Description of Work

General Summary of the Estimate

International African American Museum

Cor No.: 166
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<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
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**COR NO.:** 166

International African American Museum

$39,951.32

$39,951.32

$ 9,560.22 1 15 9,560.22

Address Security to the project per IAM direction

Additional Scope of Work

DESCRIPTION
International African American Museum (IAAM)

TO: Turner Construction
FOR: Change Order 9 – Intrusion Detections
(Shift from JCI to CP Marine)

A Small Disadvantaged Business, 8(a), Alaska Native Corporation (ANC), HUBZone and ISO 9001

Submitted By: Steven Sahlender
VP of Alaska Group
Goldbelt Inc./CP Marine LLC
603 Pilot House Drive Ste. 400
Newport News, VA 23606
Steven.sahlender@goldbelt.com
850-533-6352

Version: IAAM CO 9
Date: 3/17/2021
Project: CPMG – C03
## Security System

<table>
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<th>Item Description</th>
<th>Price</th>
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<tbody>
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<td>3</td>
<td>Altonix Trove 1BL1R, Blank/Customizable Access and Power Integration Rack Mount</td>
<td>$2,817.87</td>
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<tr>
<td></td>
<td>With Backplane, Trove 1 Rack Series</td>
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<tr>
<td>6</td>
<td>Bosch B208, 8 Input module for SDI2 BUS</td>
<td>$412.56</td>
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<td>1</td>
<td>Bosch B444, PLUG-IN CELLULAR MODULE, VERIZON LTE, HOT</td>
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<tr>
<td>1</td>
<td>Bosch B9512G, INTRUSION/FIRE/ACCESS CONTROL PANEL 599 POINTS 32 DOORS</td>
<td>$1,208.92</td>
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<tr>
<td>10</td>
<td>Bosch DS939, 70' DIAMETER CEILING MOUNT PIR</td>
<td>$1,422.60</td>
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<td>3</td>
<td>Bosch ISC-PB1-100, Conventional panic button for unobtrusively and manually</td>
<td>$206.28</td>
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<tr>
<td></td>
<td>triggering alarms</td>
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<tr>
<td>50</td>
<td>GRI 195-12WG-W Recessed 3/4&quot; Steel Door/DPDT/Wide Gap, Recessed 3/4&quot; Steel</td>
<td>$2,563.00</td>
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<td></td>
<td>Door/DPDT/Wide Gap</td>
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</table>

**Total Installation Price:** $9,083.31

**Sales Tax:** $477.21

**Grand Total:** $9,560.52

---

Client: Turner Construction  
Contractor: CP Marine LLC  
Date:  
Date:
Stephanie,

Thank you for forwarding the additional security design.

Julie, Leonard, Bob F.,

Attached is additional security design from the IAAM/JCI, please let us know if this will be incorporated into the contract documents and issued as a Bulletin or ASI for change management?

Trae and Steven,

Please provide a quote to me bteachey@bstonegroup.com and Walt Lewis wlewis@tcco.com to upgrade from your contracted materials, to the suggested additional security items provided by IAAM/JCI.

Best regards,

Bobby Teachey II, LEED GA | Project Manager
International African American Museum

Brownstone Construction Group
4055 Faber Place Drive, Suite 202 | North Charleston, SC 29405
Office: (843) 973-8650 | (C) (704) 239-9429
bteachey@bstonegroup.com | www.bstonegroup.com

From: Stephanie Starrett <stephanie.starrett@jci.com>
Sent: Thursday, June 25, 2020 10:55 AM
To: Trae Dantzler <tdantzler@knowlogix.com>
Cc: Bobby Teachey <bteachey@bstonegroup.com>; Bernice Chu <bchu@iaamuseum.org>; Cook, Julie <JCook@moodynolan.com>; Justin W Upchurch <Justin.W.Upchurch@jci.com>; Bob Faust (bfaust@ccorpusa.com) <bfaust@ccorpusa.com>
Subject: JCI - Additional Security BOM
Team

I have attached the BOM for the additional items requested by Bernice. I would recommend that you work with Julie @ Moody Nolan directly since you will be mounting the devices and running the cable.

Please feel free to give me a call if you have any questions.

Stephanie Starrett
Johnson Controls, Inc.
Connected Technologies
Business Development Leader
Stephanie.starrett@jci.com
210.563.1114
## Bill of Material Cost for Parts & Smarts Device Install with CBLING (Additional Security)

### Intrusion Detection

<table>
<thead>
<tr>
<th>Item</th>
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<tr>
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<td>BOSCH B9512-CC-930 CONTROL PANEL WITH CELLULAR BACKUP</td>
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<tr>
<td>2</td>
<td>Bosch B930 Keypads</td>
</tr>
<tr>
<td>1</td>
<td>Bosch B8103 Enclosure</td>
</tr>
<tr>
<td>1</td>
<td>Bosch D1640 Transformer</td>
</tr>
<tr>
<td>2</td>
<td>Bosch D166 Jacks</td>
</tr>
<tr>
<td>1</td>
<td>Bosch D101 Lock and Key</td>
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<tr>
<td>119-Bosch</td>
<td>D9127T Popits</td>
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<tr>
<td>67</td>
<td>Bosch ISN-SM-50 Seismic Sensor</td>
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<tr>
<td>1</td>
<td>Installation of Devices Only, Program, and Test</td>
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<td>Device Structured Cabling</td>
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### CCTV

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<tr>
<td>9</td>
<td>AD IFS03D10CWIT Indoor Fixed IP Cameras</td>
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<tr>
<td>9</td>
<td>AD IFDRECMNT Mounts</td>
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<tr>
<td>4</td>
<td>AD IFS02P6ONWITA Outdoor PTZ IP Cameras</td>
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<tr>
<td>4</td>
<td>AD ROTRF Mounts</td>
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<tr>
<td>13</td>
<td>AD ADVECOI Licenses</td>
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<tr>
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### ACCESS CONTROL

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<td>HID R40 Card Reader</td>
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<tr>
<td>1</td>
<td>Installation, Program, and Test</td>
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</tbody>
</table>
# Change Order Proposal Review Form

**To:** Edmund V. Most  
**From:** Mike Risteski  
**Date:** 2/24/2022  
**Contractor:** Turner Construction Company  
**Project:** CP 1425 International African American Museum  
**Project No.:** CP 1425  
**Proposal No.:** Change Order Request No. 180.2  
**Contract:** Construction

## Description of work to be performed:
- **IAAM Scope Adds**
  - A - Customer Requested Change
  - B - Code/Regulatory Agency Required Change
  - C - Errors and Omissions
  - D - Replacing Unsuitable Soils
  - E - Soils Related Change Other
  - F - Unforeseen Conditions
  - G - Time Related Change
  - H - Liquidated Damages
  - I - Value Engineering Change
  - J - Exercising Pre-Priced Option (Allowance)
  - K - Accounting Error

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Concrete Add for Moss Frames</td>
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<tr>
<td>Security Programming</td>
<td>$7,016.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$25,743.00</strong></td>
</tr>
</tbody>
</table>

**Justification:** A - Customer Requested Change

## Attachments:
- J&A from Project Manager
- Independent Cost Estimate
- Pre-Negotiation Position (PNP)
- Cost Estimate (Expected to Exceed $10,000)
- Change Proposal Request from CMR with Detailed Backup

## Proposal Cost (not to exceed):
- $25,743.00

**Owner Contingency Allow. Bal.:**

## Time Extension Requested:
- Time Extension Recommended:

## Special Circumstances:

## Consequence of Rejection:

## Comments by Supervisor:

---

**Decision needed by:** February 24, 2022

**Approved:**
- Rick Holt, Cumming Corp.
- Robert Faust, Cumming Corp.
- Edmund V. Most, City of Charleston
- Bernard Costantino, Moody Nolen

---

**Mike Risteski, Cumming Corp.**

---
Date Submitted: February 28, 2022

To: Edmund Most
City of Charleston

Re: International African American Museum
Misc Scope Adds - See Back Page

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide additional Scopes of work (per Back Sheet) as Requested by the owner.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason:</td>
<td>X Owner Directive</td>
</tr>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
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<tr>
<td></td>
<td>ROM Estimate for Entire PCO</td>
</tr>
<tr>
<td></td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
</tr>
<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
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<tr>
<td></td>
<td>Evaluated - NO TIME IMPACT</td>
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<tr>
<td></td>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
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<tr>
<td></td>
<td>Work has been Completed</td>
</tr>
<tr>
<td></td>
<td>Work Has Commenced 8/or is Ongoing</td>
</tr>
<tr>
<td></td>
<td>Work Authorization is Requested By:</td>
</tr>
</tbody>
</table>

Submitted By: Walter Lewis  Project Engineer  Dated 02/28/2022

Contractor: TURNER BROWNSTONE

Requested Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Authorized Action:
- Authorized to Proceed While Pricing
- Price Only
- Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Amount Requested $25,743.00

Approved By: Owner: City of Charleston

Amount Approved $52,284

$52,284

$25,743.00
### Estimate Totals

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<td>Performance and Payment Bond</td>
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<td>Builder Risk</td>
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<tr>
<td>Subgrade</td>
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<tr>
<td>CIP</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$52,284</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Subtotal Trade Directs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRADE DIRECTS</td>
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<tr>
<td>CONDITIONS (CC)</td>
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</tr>
<tr>
<td>MATERIALS (EG)</td>
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<tr>
<td>GENERAL REQUIREMENTS (GCR) &amp; GENERAL</td>
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<tr>
<td>SELF-ERECTED LABOR</td>
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<td><strong>Subtotal of Work</strong></td>
<td><strong>$52,284</strong></td>
</tr>
</tbody>
</table>

**COR No.: 180**

General Summary of the Estimate
International African American Museum
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Scope of Work</td>
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<td></td>
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<tr>
<td>Landscaping Landscape</td>
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<td>Contracto Abuse Frame</td>
<td>LS</td>
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<td>Additional Scope of Building</td>
<td>LS</td>
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</table>

**Total: $25,743.00**

**Trade Directs**

**General Requirements (G.R.) A General Conditions (G.C.)**

**Description**

**General Requirements (G.R.) A General Conditions (G.C.)**

**Cor No.:** 180

International African American Museum
From: Lewis, Walter - (CAR) <wlewis@tcco.com>
Sent: Wednesday, January 19, 2022 11:03 AM
To: Robert H. Faust
Cc: Most, Edmund; Mike Risteski
Subject: RE: GMP Dollar Amount

EXTERNAL EMAIL : Use caution with any response, links, or attachments.

Bob, Per our Conversation yesterday here is the break of your request.

Additional Scope Items
- Landscaping – 10,795.00
- Security Temp Programing 7,016.00
- Northside Fence 15,746.00.
- Framing / Drywall / Painting Door Hardware 130,475.00
- Final Soil Removals & Trench Drain add 211,577.00
- Site Concrete & Moss Frame Foundation Changes 18,727.00

Work Not included – Pricing All most Complete for these items.
- Elevator Emergency Power Changes Approx 12K
- Wood at Walk Ways 120 – 180k
- Curb At Fire Lane Approx 15k
- Cat Walk Gate Approx 8k
- Lower Atrium Stair Railing Approx 10k
- South East Corner Approx15k
- Steam TBD

Thanks
Walt

From: Robert H. Faust <bfaust@cumming-group.com>
Sent: Monday, January 17, 2022 9:16 AM
To: Lewis, Walter - (CAR) <wlewis@tcco.com>
Cc: Most, Edmund <moste@charleston-sc.gov>; Mike Risteski
Subject: FW: GMP Dollar Amount

EXTERNAL EMAIL - Please Handle Caution

Thanks Walt,

We will need a breakdown of those 1st six items.

We will also need the breakdown of those 6 items that you indicate as not included in the proposed settlement number. We will review the letter with the City this week and have a response for you.
Thanks,

Bob

ROBERT H. FAUST, P.E.
Senior Project Manager

CUMMING
Building Value Through Expertise

bfaust@cumming-group.com
P: +1 (843) 203-2906
C: +1 (843) 847-1750
3820 Faber Place Drive, Suite 600,
North Charleston, SC 29405
cumming-group.com

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From: Lewis, Walter - (CAR) <wlewis@tcco.com>
Sent: Friday, January 14, 2022 4:30 PM
To: Robert H. Faust <bfaust@cumming-group.com>
Subject: GMP Dollar Amount

EXTERNAL EMAIL: Use caution with any response, links, or attachments.

Bob,

See Attached letter concerning the GMP dollars as discussed earlier today.

Thanks
Walt

Walter Lewis | Project Manager
Turner Construction Company
Mobile: 704.936.8991
Email: wlewis@tcco.com
Edwin and Matthew,

To confirm, you’re ok with the temporary equipment being removed after testing, and leaving it ready to receive JCI’s final Equipment?

Trae,

To confirm, in the attached drawing, various WAP (AP-x) locations shown in the base building. Would these provide the same coverage you outlined below, or would additional WAP’s be required to provide ipad/devices better coverage?

This would be an added service for the IAAM after substantial completion.

Best regards,

Bobby Teachey II, LEED GA | Project Manager
Brownstone Construction Group
4055 Faber Place Drive, Suite 202 | North Charleston, SC 29405
Office: (843) 973-8660 | (C) (704) 239-9429
bteachey@bstonegroup.com | www.bstonegroup.com

From: Trae Dantzler <tdantzler@knowlogix.com>
Sent: Thursday, November 18, 2021 1:51 PM
To: Edwin L Magras <Edwin.L.Magras@jci.com>; Bobby Teachey <bteachey@bstonegroup.com>; Matthew Wagers <matthew.wagers@canteytech.com>; Alex Millender <alex.millender@jci.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: Re: AV Network Testing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Team,

Nothing we're installing will require the wireless to be in place during our testing. That said we can easily add wireless access points for general coverage if you would like for us to. While our package doesn't include anything like iPads or other types of mobile devices, these systems do have those capabilities.

If it's the intention of the security group to carry iPads then that definitely a conversation we can have. That said at this time, we would prefer any changes of that type to go directly through the customer and not Turner that's what you're attempting to close out work with Turner to complete that contract.

Thanks,

Trae Dantzler
System Architect | Lead Engineer | Project Manager
KNOWLOGIX
Managed Technology Solutions
843-900-4576 ex 101
tdantzler@knowlogix.com
www.knowlogix.com

From: Edwin L Magras <Edwin.L.Magras@jci.com>
Sent: Thursday, November 18, 2021 12:55:17 PM
To: Bobby Teachey <bteachey@bstonegroup.com>; Matthew Wagers <matthew.wagers@canteytech.com>; Alex Millender <alex.millender@jci.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Chris Nuss <cnuss@knowlogix.com>; Trae Dantzler <tdantzler@knowlogix.com>
Subject: RE: AV Network Testing

Equipment should be adequate for initial system testing.

Edwin Magras

Project Development Engineer II, Technology and Solutions Engineering
Building Solutions North America
Johnson Controls
+1 615 663-2410 cell
edwin.l.magras@jci.com

The power behind your mission

From: Bobby Teachey [mailto:bteachey@bstonegroup.com]
Sent: Thursday, November 18, 2021 11:43 AM
To: Matthew Wagers <matthew.wagers@canteytech.com>; Alex Millender <alex.millender@jci.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Edwin L Magras <Edwin.L.Magras@jci.com>; Chris Nuss
<cnuss@knowlogix.com>; Trae Dantzler <tdantzler@knowlogix.com>  
Subject: RE: AV Network Testing

Alex and Matthew,

Turner/CP Marine is providing this Temporary Equipment, can you confirm if this ok?

If not Turner/CP Marine will have it ready to receive the IAAM final Equipment.

Best regards,

Bobby Teachey II, LEED GA | Project Manager  
Brownstone Construction Group  
405S Faber Place Drive, Suite 202 | North Charleston, SC 29405  
Office: (843) 973-8660 | (C) (704) 239-9429  
bteachey@bstonegroup.com | www.bstonegroup.com

From: Trae Dantzler <tdantzler@knowlogix.com>  
Sent: Thursday, October 14, 2021 9:04 AM  
To: Matthew Wagers <matthew.wagers@canteytech.com>; Edwin L Magras <Edwin.L.Magras@ici.com>; Alex Millender <alex.millender@ici.com>; John Anderson <janderson@iaamuseum.org>  
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>  
Subject: RE: AV Network Testing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matthew,

While we are not involved in the communications with ATT, to my knowledge, ATT is installing a circuit as soon as possible. We are preparing to meet their circuit at the d-mark with a 12 Strand Fiber as well as a 25 pair coper backbone which will extend the demark up into the building into Room G 201 (IDF).

Thanks,

Trae Dantzler  
Systems Architect | Lead Engineer | Project Manager  

KnowLogix  
Managed Technology Solutions  
843-900-4576 ex 101
From: Matthew Wagers <matthew.wagers@canteytech.com>
Sent: Thursday, October 14, 2021 8:19 AM
To: Trae Dantzler <tdantzler@knowlogix.com>; Edwin L Magras <Edwin.L.Magras@jci.com>; Alex Millender <alex.millender@jci.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

Has a primary ATT circuit already been ordered? Perhaps I misunderstood when we were asked to find a primary and secondary internet circuit for the new building.

From: Trae Dantzler <tdantzler@knowlogix.com>
Sent: Tuesday, October 12, 2021 2:55 PM
To: Matthew Wagers <matthew.wagers@canteytech.com>; Edwin L Magras <Edwin.L.Magras@jci.com>; Alex Millender <alex.millender@jci.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

Hello Mathew,

There are two 4 inch conduits from the street into the building and several pull points up to the demark point on the mezzanine. We have been told that ATT will be bringing their circuit to that point and our cabling team will extend the fiber and 25pair from that point up to the server room. We also will be providing fiber between each of the server racks. Let me know if you have further questions.

Thanks,
From: Matthew Wagers <matthew.wagers@canteytech.com>
Sent: Tuesday, October 12, 2021 11:00 AM
To: Edwin L Magras <Edwin.L.Magras@jci.com>; Alex Millender <alex.millender@jci.com>; John Anderson <anderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

Hello everyone,

In discussing internet options the question has come up on whether the proper conduit has been planned for for the incoming internet service from the street to the building itself. Who would be best to answer this question?
I'll send out an invite for tomorrow at 10:00 EST.

From: Edwin L Magras <Edwin.L.Magras@jci.com>
Sent: Monday, October 4, 2021 8:20 PM
To: Alex Millender <alex.millender@jci.com>; Matthew Wagers <matthew.wagers@canteytech.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: Re: AV Network Testing

I am available tomorrow morning and all day Wednesday or Thursday.

Get Outlook for iOS

From: Alex Millender <alex.millender@jci.com>
Sent: Monday, October 4, 2021 11:52:31 AM
To: Matthew Wagers <matthew.wagers@canteytech.com>; John Anderson <janderson@iaamuseum.org>; Edwin L Magras <Edwin.L.Magras@jci.com>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

I'm available tomorrow from 10am Central, through the end of the day.
Wednesday from 8:30am through 1pm Central.
All day Thursday.

I've added Edwin Magras to the email chain. He is JCI’s network engineer.

Regards,

Alex Millender, CTS-D, CTS-I
Project Development Engineer, AV
Connected Technologies & Solutions

Johnson Controls
Phone: (205) 644-4692
Email: alex.millender@jci.com
www.Johnsoncontrols.com
Twitter: @JohnsonControls • LinkedIn: Johnson-Controls
The power behind your mission

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From: Matthew Wagers <matthew.wagers@canteytech.com>
Sent: Monday, October 4, 2021 10:47 AM
To: John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; Alex Millender <alex.millender@ici.com>; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

Checking in on a call to discuss the new building. I'm really just needing to get a good understanding of what IAAM's responsibilities are as far as the IT infrastructure, wiring, and future support is concerned.

Matthew Wagers
vCIO
p: 843-276-1827
e: matthew.wagers@canteytech.com
w: www.CanteyTech.com

From: Matthew Wagers
Sent: Thursday, September 30, 2021 10:59 AM
To: John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; alex.millender@ici.com;
Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

Thank you RE: AV Network Testing

Hello everyone,
I realize that I’m coming in late to this project but if we could schedule a quick call so I can get a good idea of what all is planned for this new space that would be awesome. We will be managing IAAM’s IT infrastructure so I need to get a good idea of what’s already planned and what needs to be planned for.

I’m open most of the day tomorrow and early next week is open as well.

From: John Anderson <janderson@iaamuseum.org>
Sent: Thursday, September 30, 2021 10:19 AM
To: Matthew Wagers <matthew.wagers@canteytech.com>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>; Trae Dantzler <tdantzler@knowlogix.com>; Bobby Teachey <bteachey@bstonegroup.com>; alex.millender@jci.com; Chris Nuss <cnuss@knowlogix.com>
Subject: RE: AV Network Testing

I am copying Matthew Wagers, our vCIO from Cantey Tech, on this communication as Cantey Tech will be continuing to manage IAAM’s network, and configuration will be based on Cantey Tech processes.

Thank you.

John

From: Trae Dantzler <tdantzler@knowlogix.com>
Sent: Thursday, September 30, 2021 9:02 AM
To: Bobby Teachey <bteachey@bstonegroup.com>; alex.millender@jci.com; Chris Nuss <cnuss@knowlogix.com>; John Anderson <janderson@iaamuseum.org>
Cc: Mike Risteski <mristeski@ccorpusa.com>; Bernice Chu <bchu@iaamuseum.org>
Subject: Re: AV Network Testing

Hey Bobby,

Alex hit the nail on the head in regards to us collaborating on the desired network layout and design. We need to know what the desired IP addresses are for the following

- 73 cameras
- 1 camera server
- 4 nodes on the access control
- 7 nodes for intercom
- 1 node for security
- 3 administrative setup nodes with access to all networks above

As for the infrastructure to bring those online, we would need to either need to supply some temporary switches and router as discussed, or JCI would have to have switching infrastructure in place with Poe power and the networks or vlans configured. Obviously I’m all for only doing things once, but given the lead time for Alex’s hardware we may have to do the temp setup.

Alex do you have any other questions for us?

Thanks,
Alex and Chris,

Thanks for jumping on the call earlier, and discussing the IT/AV systems with ARUP and the IAAM. There were discussions around the network testing for the base build installation, and the need for coordination between JCI and CP Marine.

What are the specific questions surrounding this issue?

Best regards,

Bobby Teachey II, LEED GA | Project Manager
Brownstone Construction Group
4055 Faber Place Drive, Suite 202 | North Charleston, SC 29405
Office: (843) 973-8660 | (C) (704) 239-9429
bteachey@bstonegroup.com | www.bstonegroup.com
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: CANNON ST. FIRE STATION #6 RETROFIT-FEMA HMGP 4166-10 GRANT MODIFICATION ACCEPTANCE

REQUEST: Approval to accept a grant modification from FEMA for additional federal funds in the amount of $564,216.75 for the Phase 2 of the Cannon St. Fire Station Retrofit project. This increases the federal funding for both phases of the project to $3,942,388.50. The additional match of $188,072.25 will come from 2018 General Fund Reserves. The project is complete.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair □ N/A Signature of Individual Contacted Attachment
Corporate Counsel □ □ □
Capital Projects Director □ □ □
MBE Manager □ □ □

FUNDING: Was funding previously approved? Yes □ No □ N/A □

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # *
Balance in Account * Amount needed for this item *
Project Number CP1532

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this grant modification does not adjust the total project budget of $5,754,229.00. Funding sources for this project are: FEMA HMGP ($3,942,388.50), 2015 IPRB Bond ($1,126,057.25), 2015 General Fund Reserves ($269,000.00) and 2018 General Fund Reserves ($416,783.25).

Mayor's Signature: 

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
March 7, 2022

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mrs. Candice Shealey, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
4166-0010-R: Charleston City - FD-Retrofit Fire Station No 6- Budget Modification Approval

Dear Mr. Stenson:

This is in response to your request for FEMA to approve a cost overrun for Project 4166-0010-R. We have reviewed your request in accordance with HMGP program guidance and approve the requested changes in scope of work and budget.

This Budget Modification brings the total project cost to $5,256,518.00 with an increase in the Federal Share to $3,942,388.50 and the Non-Federal Share to $1,314,129.50. See Table below for resulting funding amounts.

<table>
<thead>
<tr>
<th>4166-0010 Charleston City- Retrofit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
</tr>
<tr>
<td>Current</td>
</tr>
<tr>
<td>Cost Modification</td>
</tr>
<tr>
<td>New Total</td>
</tr>
</tbody>
</table>

The previously approved SOW for the referenced project:

City of Charleston proposes to phase this project and retrofit the historic fire station via seismic upgrades to interior framing; strengthening of windows and doors to include storm shutters and impact resistant materials, dry floodproofing, and installation of backup generator.

Phase 1 consist of project engineering design, construction plans, permitting and bidding for the proposed project improvements. Phase 2 consist of the construction and project implementation.

FEMA will not establish activity completion timeframes for individual sub-awards. Recipients are
responsible for ensuring that all approved activities are completed by the end of the award’s period of performance (POP). The DR-4166 POP ends March 12, 2022. The State must submit all financial, performances, and other reports required as a condition of the award prior to June 10, 2022.

To close this project, the Governor’s Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient’s final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy of the Recipient’s final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports. The Recipient will ensure that all documentation necessary to close the project in NEMIS’s Property Site Inventory is also provided in the close-out request letter.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from Payment Management System on sub-account number 4166DRSCP00000105.

If you have questions or need any further information, please do not hesitate to contact Kenya Grant, of my staff at (202) 320-3338 or Khadiyja Kemp-Masters at (404) 431-9021.

Sincerely,

William F. Arwood
William F. Arwood, Chief
Disaster Implementation Branch
Mitigation Division

Enclosure:
Obligation Report Supplemental 162
### Obligation

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<tr>
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<th>Action No</th>
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**Subrecipient:** Charleston  
**Subrecipient FIPS Code:** 019-13330  
**Project Title:** Charleston City - FD-Retrofit Fire Station No 6

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**Comments**

**Date:** 03/02/2022  
**User Id:** KGRANT15

Comment: 4166-0010 Allocation# 112, Charleston City Retrofit Fire Station No. 6 budget amendment; total project increase $752,289.00; fed sh $564,216.75; Grant POP 3/12/2022; reported on March's spend plan

**Date:** 03/02/2022  
**User Id:** DBURKETT

Comment: 4166-0010-R-DR-SC-PM Charleston Grant POP 3/12/2022 Application 14 Charleston City - FD 4, Retrofit Fire Station No 6 Allocatic included in the March Spend Plan Federal share $564,216.75 budget modification Supplement 152 approved HMO

**Authorization**

**Preparer Name:** KENYA GRANT  
**Preparation Date:** 03/02/2022

**HMO Authorization Name:** DEBORAH BURKETT  
**HMO Authorization Date:** 03/02/2022
May 03, 2020

Ms. Danilyn Bock
Hazard Mitigation Manager
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

RE: HMGP-4166-0010 – Structural Retrofit of F. S. No. 6 (Cannon St.) PHASE 2 – Charleston, SC

Dear Ms. Bock:

The referenced project is well underway, and it will provide a substantial improvement to the existing historic fire station. As the demolition has progressed the hidden conditions have been exposed, and there are substantial deficiencies that will be corrected by the project. We fully expect that this project will enable Fire Station No. 6 to serve our urban center for the remainder of this century and beyond.

In the process of designing, permitting, and implementing these improvements, our total costs exceeded the estimates prepared with the original grant application. These increases were the result of a combination of unexpected conditions / requirements and the oversaturated construction economy in our area. The overage in costs were covered by the City of Charleston’s General Fund Reserves set aside for Public Safety improvements.

To the extent that additional funding may be available, we would like to request a budget amendment. The table below summarizes the request for additional funding requested for Phase 2.

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Please let me know if additional information is required in support of this request. We sincerely appreciate the support provided by SCiEMD during this grant process and look forward to the successful completion of this and our other HMGP projects.

Sincerely,

Matthew M. Compton
Special Projects Administrator
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones DEPT. Stormwater Management
SUBJECT: CHURCH CREEK DRAINAGE BASIN IMPROVEMENTS FEE AMENDMENT #6

REQUEST: Approval of Fee Amendment #6 with Weston & Sampson Engineers in the amount of $69,574.00 for the final US Army Corps of Engineers permitting for the Glenn McConnell Parkway culverts.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Role</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>CPR Committee Chair</td>
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<td></td>
<td>Amy Wharton</td>
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<tr>
<td>MBE Manager</td>
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FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☑

If yes, provide the following: Dept/Div SW Mgmt-Proc. Mgmt Acct # 050342-58238

Balance in Account $69,574.00 Amount needed for this item $69,574.00

NEED: Identify any critical time constraint(s).

CFO’s Signature: Amy Wharton

FISCAL IMPACT: Approval of Fee Amendment #6 will increase the Professional Services Contract by $ (from $618,231.00 to $687,805.00). Funding for this project is the Drainage Fund.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 6

BETWEEN: WESTON & Sampson Engineers, Inc.

AND

CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM made and entered into this 13th day of April 2022, by and between Weston & Sampson Engineers, Inc., whose address is 3955 Faber Place Drive, Suite 300, North Charleston, SC 29405 (hereinafter referred to as “W&S”) and the “Client” identified herein, provides for Additional Services under the Professional Service Agreement dated May 30, 2017, such Additional Services described under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Engineer’s Project Number: 2170481
- Project Title: “Church Creek Drainage Basin & Flood Reduction Study”
- Addendum Title: Glenn McConnell Parkway Culverts USACE IP

Section 2. General Description of Additional Professional Services

Additional Services to be provided by W&S are more fully described in the Exhibit ”A” attached and dated March 17, 2022, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Weston & Sampson

Compensation to be paid to W&S for providing the requested Additional Services shall be as follows: $69,574 as described on Exhibit “A” attached to this amendment form.

Section 4. Schedule for Additional Services

The schedule for Additional Services shall be as follows: collect field data, complete design exhibits for USACE IP application, provide public notification addresses to USACE, and respond to public comments. Services will be completed by October 30, 2022.

W&S will commence Additional Services upon receipt of a fully executed copy of this Addendum.

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Agreement, is accepted as of the date first written above.

CITY OF CHARLESTON

Signed: ________________________________
Typed Name: ________________________________
Title: ________________________________
Date: ________________________________

Weston & Sampson Engineers, Inc.

Signed: ________________________________
Typed Name: Meghan E. Moody, PE
Title: Associate, Team Leader
Date: April 11, 2022
March 17, 2022

Matthew Fountain, PE
Director Department of Stormwater Management
City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Re: Glenn McConnell Parkway Culverts USACE IP Work

Dear Matt,

Following the submission of our application for Individual Permit (IP) through the United States Army Corps of Engineers (USACE) we received several comments requiring additional information. The project scope originally included applying for a Nationwide Permit through the USACE. The application for a USACE Individual Permit (IP) was not part of the original project scope and the level of effort associated with an individual permit is beyond our current budget. The USA-COE comments can be addressed by creating more detailed conceptual plans that show a developed basis of design for each of the individual project locations between the rice trunks at Church Creek to the North of Lake Dotterrer, and between the Long Branch discharge under the Glenn McConnell Parkway and the Stono River to the South including improvements at US Highway 17 and the West Ashley Greenway. The work will also require additional field data collection to delineate the wetland boundaries for all sites, staging and at the construction access points. Finally, the USACE requires that the affected properties identified as adjacent be contacted through direct public notification as a part of the permitting process. This will also include the neighborhood associations within the Long Branch basin. The following are the major tasks anticipated to address the current comments and resubmit for the individual permit. Although this IP includes conceptual level plans for the entire diversion, this one will only cover the construction of the Glenn McConnell improvements. Other locations including the removal of the culverts from the downstream impoundment, the culverts on the pedestrian path between Carolina Bay and Melrose, the US 17 crossing and the West Ashley Greenway will need to be addressed in future IPs that will continue to build on the conceptual plans submitted to acquire the Glenn McConnell permit. The summary of the scope for this effort to acquire the IP for the Glenn McConnell is listed below.

General Scope of Work for Glenn McConnell IP

1. Develop one master drawing showing the overall boundary including the affected water bodies and neighborhoods.
2. Conceptual plans with plan, profile, and cross section views of proposed future projects developed to a 35% level. This will include elevations, inverts, pipe/culvert/channel or crossing sizes, access, cut/fill areas, and materials. Base mapping would use most current LiDAR supplemented with on site survey verification of critical elements and DEM in AutoCAD C3D. There are a total of 5 project sites requiring further development to meet USACE IP requirements.
3. Produce a memorandum that details the control structures that will be used at the specific project areas to include functional descriptions, operational parameters, and maintenance responsibility.
4. Conduct field data collection using GPS to delineate the wetland boundaries for construction access points at each of the 5 project sites.
5. Expand the affected properties list to include all homes within the Long Branch basin. Notifications will be prepared for the USACE to mail to these affected property owners.
6. Respond to one round of public comments following USACE public notification period.
7. Attend and support one public outreach meeting hosted by the City to address the projects and any questions or concerns. This is an anticipated task and included in the fee.

The total fee for this additional work is $69,574.00. A breakdown of the fee by task is included as Attachment 1. This permit process will develop the foundation for the subsequent IPs that may be applied for when additional phases of the project are implemented.
If you have any questions or concerns, please do not hesitate to contact me. We look forward to continuing to provide our services to the City of Charleston for this important project.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

[Signature]

Meghan E. Moody, PE
Team Leader
### Attachment 1
### Fee Schedule

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<th>Task No.</th>
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<td>4</td>
<td>Field Data Collection</td>
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<td>5</td>
<td>Property Owner Notices and Communication</td>
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<td>6</td>
<td>Applications</td>
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<td>7</td>
<td>Response to Public Comments</td>
<td>$2,800.00</td>
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<td>8</td>
<td>Attend Public Meeting (if needed)</td>
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<td><strong>Total</strong></td>
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<td><strong>$69,574.00</strong></td>
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TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Stormwater Management
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE III MEMORANDUM OF AGREEMENT WITH CPW
REQUEST: Approval of a Memorandum of Agreement with CPW for in-contract utility work on the Low Battery Seawall Repairs Phase III project from King St. to Limehouse St.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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<th>N/A</th>
<th>Signature of Individual Contacted</th>
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<td>MBE Manager</td>
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FUNDING: Was funding previously approved? Yes [ ] No [X] N/A [ ]

If yes, provide the following:
Dept/Div: Stormwater Management
Acct#: *
Balance in Account: *
Amount needed for this item: *
Project Number: CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Newham

FISCAL IMPACT: Reimbursement will be provided by CPW for expenses incurred in the contract for water and sewer utility work.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
Agreement for In-Contract Utility Work

MEMORANDUM OF AGREEMENT
REGARDING IN-CONTRACT UTILITY WORK FOR THE MURRAY BOULEVARD
AND LOW BATTERY SEAWALL RECONSTRUCTION PROJECT

This Memorandum of Agreement (this “MOA” or “Agreement”) is made by and between the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System (“CWS”), and the City of Charleston, a South Carolina municipality (the “City”).

RECITALS

WHEREAS, in 2015, the City began the process of assessing the condition of the Low Battery Seawall (the “Seawall”) and obtaining a recommended course of action to rehabilitate the Seawall;

WHEREAS, in addition to the rehabilitation of the Seawall, it was determined that the entire corridor along Murray Boulevard should be reconstructed to improve drainage conveyance, parking, pedestrian safety, and public access;

WHEREAS, the City has completed construction documents for the repair and reconstruction of the Seawall from approximately Station 19+50 to Station 37+50, along with the Murray Boulevard roadway, utility, and drainage reconstruction with associated streetscape elements (the “Project”) and is in the process of finalizing civil and environmental permits to initiate the work for the third phase of the Project, running along Murray Boulevard, adjacent to the Ashley River, on the western edge of the peninsula of Charleston, South Carolina, starting west of the intersection of Limehouse Street and Murray Boulevard and extending approximately 1,800 linear feet along Murray Boulevard to a point west of the intersection of Murray Boulevard and King Street (“Phase 3”);

WHEREAS, the City is in the process of awarding a bid to the apparent low-bid contractor for Phase 3;

WHEREAS, CWS and the City desire that numerous lateral and longitudinal water and sanitary sewer conflicts between proposed drainage infrastructure be relocated and that existing sanitary gravity sewer and water main infrastructure within Murray Boulevard associated with Phase 3 and planned future phases of the Project be replaced, with the work to be performed by subcontractors approved by CPW under the supervision of the contractor to be selected by the City for the Project or any phase thereof (the “Contractor”);

WHEREAS, CWS and the City are bodies politic, with all the rights and privileges of such bodies, including the power to contract as necessary and incidental to the carrying out of the functions covered under this Agreement;

WHEREAS, CWS and the City agree to coordinate and cooperate with respect to the Project, including without limitation all phases of the Project;
Agreement for In-Contract Utility Work

NOW THEREFORE, in consideration of the above Recitals, and the several promises set forth herein to be faithfully performed by the parties hereto, the sufficiency of which is hereby acknowledged, CWS and the City agree as follows:

I. DESCRIPTION OF THE UTILITY WORK:

The scope of work under this Agreement shall include the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing sanitary gravity sewer and water main infrastructure within Murray Boulevard to King Street (the "Utility Work"), as shown in the construction plans associated with the Project (the "Plans"). The parties acknowledge that they have had the opportunity to review and have reviewed the Plans prior to executing this Agreement.

II. SCHEDULE:

This Agreement will become effective when all parties have signed it, as indicated by the date associated with each party’s signature. The City shall include the Utility Work in the construction schedule for each phase of the Project, including but not limited to Phase 3. The sequence and timing of the Utility Work within each phase of the Project will be determined by the Contractor. The City reserves the right to amend the construction schedule for each phase of the Project in the City’s sole discretion. The City will provide reasonable notification to CWS of changes to the construction schedule for each phase of the Project.

III. THE CITY SHALL:

a. Include the Utility Work in the contract documents for the construction of each phase of the Project, including but not limited to Phase 3.

b. Include a provision in the contract documents for each phase of the Project that the Contractor shall utilize only subcontractors who have been approved by CWS to perform the Utility Work.

c. Provide to CWS and its engineer timely notice concerning Project design changes, changes in schedules, routine communications, or any other activities that may impact the Utility Work.

d. Include CWS and its engineer in all Pre-Bid, Pre-Construction and recurring progress meetings to the extent any such meetings pertain to the Utility Work.

e. Provide reasonable access to the Project site for CWS and its engineer to inspect the Utility Work.

f. Allow CWS and its engineer to review pay requests from the Contractor relating to the Utility Work prior to payment and allow CWS and its engineer to review any change orders which affect the cost of the Utility Work.
g. Require the Contractor to coordinate with other utility providers occupying the Project site to ensure that the Utility Work is compatible with the relocation or other plans of any such providers.

IV. **CWS SHALL:**

a. Provide to the City a copy of CWS’s construction plans and standard technical specifications for the Utility Work. CWS represents that such plans and specifications will be complete, comply with applicable standards and codes, and will be ready for construction. The City shall include these construction plans and technical specifications in the contract documents for each phase of the Project, including but not limited to Phase 3.

b. Provide to the City a list of approved utility subcontractors licensed and qualified to perform the Utility Work.

c. Promptly inspect or have inspected all Utility Work necessary to ensure proper installation in accordance with the Plans and specifications.

d. Promptly accept any Utility Work upon completion satisfactory to CWS specification and standards.

e. Promptly provide assistance with respect to issues arising during construction, to the extent such issues arise from or relate to the Utility Work.

f. Promptly review and recommend approval (if appropriate) of all pay requests from the Contractor related to the Utility Work prior to payment and prior to approval of any change orders that affect the cost of the Utility Work.

g. Obtain all necessary permits, including but not limited to encroachment permits from the South Carolina Department of Transportation, as required for the Utility Work, except such permits that have already been applied for by the City, as of the Effective Date.

h. Retain non-prior rights designation as stated in any SCDOT encroachment permits for the Project and abide by all provisions included in such encroachment permits.

i. Remove and dispose of, or otherwise handle in a manner approved by the City, any salvaged material (e.g., pipes, fittings, etc.) not incorporated into the Utility Work.

j. Provide a full-time CWS construction representative for the duration of the Project with respect to construction activities arising from or relating to the Utility Work.
V. **FUNDING:**

a. The City and CWS understand that the total cost of the Utility Work for each phase of the Project will be based upon estimates of probable construction costs prepared by CWS’ engineer for the Project just prior to bidding for each phase.

b. CWS shall provide funds to the City for 100% of the costs of all construction items associated with the Utility Work; provided, however, prior to the City soliciting bids under the construction contract documents for any phase of the Project, CWS shall have consented to the estimate of probable construction costs prepared by its engineer. CWS shall remit payment to the City in the amount equal to the Contactor’s pay request for the Utility Work accepted by CWS. Such payment to the City shall be made within thirty (30) calendar days of receipt by CWS of the Contactor’s invoice for payment. If CWS does not approve any portion of the Utility Work or any pay request, the reasons therefore must be clearly stated in writing delivered to the City along with corrective recommendations. In case of any unresolved disputes, CWS will provide all reasonable assistance in resolution of such disputes, including, but not limited to legal support, technical support, documentation and financial support (including, but not limited to the payment of any and all fees, costs, losses, demands or other pecuniary liability which is either adjudicated or agreed upon to resolve the dispute).

c. The City will be responsible for the Utility Work, including bidding, awarding, and overall management and construction administration of the Project. All other actual costs associated with the Utility Work (e.g., engineering and design services associated with preparation of construction plans and specifications, right-of-way acquisitions, construction inspection, etc.) will be the responsibility of CWS.

d. The City will provide CWS the opportunity to review any cost increase of the Utility Work resulting from a change in the scope of the Utility Work or a change in the Project that impacts the Utility Work prior to approval of such changes. Should the total construction price for the Utility Work exceed the amount of the accepted bid for any phase, the City will provide CWS the opportunity to seek approval from its Commissioners prior to approving the increased cost. If CWS does not concur with the increased cost, the City will remove the changed portion of the Utility Work from the scope set forth in the contract documents for the Project, and CWS will be expected to perform or have performed all such work in a timely manner so as to not affect the cost, phasing or schedule of the Project or any phase thereof.

VI. **GENERAL:**

a. Upon CWS’s acceptance of the Utility Work, or any specific portion thereof, CWS will assume sole and complete responsibility for such facilities, and CWS shall receive the benefit of all warranties and contractual rights as the owner of such facilities. For purposes of this Agreement, CWS will be considered to have accepted the Utility Work, or any specific portion thereof, by (1) assuming control of the Utility Work; (2) commencing to utilize the Utility Work; or (3) accepting the Utility Work in writing.
Agreement for In-Contract Utility Work

b. All notices or other communications under this Agreement shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the parties:

AS TO THE CITY:
Matt Fountain, PE, PG
City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

AS TO CWS:
Donald E. Benjamin, Jr., PE
Charleston Water System
Director of Engineering & Construction
103 St. Philip Street
Charleston, SC 29403

c. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

d. Entire Understanding. This Agreement embodies the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to thereto; provided, however, this Agreement shall not be interpreted to supersede or amend any previous written agreements between the parties unless (1) any such previous written agreement is completely inconsistent with the terms of this Agreement; or (2) expressly provided in this Agreement.

e. Amendment. This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

g. No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement. This Agreement does not confer any new
Agreement for In-Contract Utility Work

right, title, or interest in private property, property owned by the City, City rights-of-way, or the property of CWS to the City or to CWS.

h. **Forum Selection.** Any action or proceeding to enforce or interpret this Agreement and any action or proceeding arising from or relating to this Agreement or its breach shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

i. **Recitals.** The Recitals are an integral part of this Agreement.

j. **Appropriations.** Notwithstanding any other provision of this Agreement, any appropriations for the Project or any phase thereof must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project or any phase thereof. Likewise, any appropriations for the Utility Work for the Project or any portion thereof must be approved by CWS, and CWS shall have sole discretion as to whether or not to appropriate funds toward the Utility Work; provided, however, the City shall not assume any responsibility for any Utility Work which is not funded by CWS. Nothing in this Agreement obligates City Council to approve the Project or any phase thereof. Nothing in this Agreement obligates the CWS Board of Commissioners to approve the Utility Work.
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date indicated below.

WITNESSES:

Print Name: ____________________________

Print Name: ____________________________

CITY OF CHARLESTON,
SOUTH CAROLINA

By: ____________________________
Print Name: John J. Tecklenburg
Its: Mayor
Date: ____________________________, 2022

WITNESSES:

COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF CHARLESTON,
SOUTH CAROLINA, d/b/a Charleston
Water System

By: ____________________________
Name: F.K. Hill, Jr., PE
Title: Chief Executive Officer
Date: ____________________________, 2022

[END OF DOCUMENT]
TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson

DEPT. Housing and Community Development

SUBJECT CITY OF CHARLESTON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHARLESTON AND PARTNER ORGANIZATIONS

REQUEST Mayor and City Council approval is requested for the approval of the Memorandum of Understanding (MOU) Template. The MOU would be executed between the City of Charleston and organizations partnering with the City of Charleston to provide specific services to persons experiencing homelessness or those at-risk of becoming homeless @ the Hope Center. Approval is also requested for the execution of the MOUs for each organization upon review by Corporation Counsel.

COMMITTEE OF COUNCIL: Ways and Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td>Geona Shaw Johnson</td>
<td>x</td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes

If yes, provide the following: Dept./Div: 

Account #: 

Balance in Account 

Amount needed for this item 

NEED: Identify any critical time constraint(s)

CFO's Signature:

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Charleston
AND
[PARTNER]

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Charleston (hereinafter referred to as “City”), located at 80 Broad Street, Charleston, South Carolina 29401, and [PARTNER], a South Carolina, not-for-profit (hereinafter referred to as “Partner”) located at _______.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the City and Partner will function and collaborate in order to serve persons experiencing homelessness (hereinafter “Clients”) at the Hope Center located at 529 Meeting Street, Charleston, SC 29403 (hereinafter referred to as the “Center”), beginning ______________, 2022.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU is effective for twelve (12) months, unless earlier terminated. This MOU may be terminated, by either party upon thirty (30) days’ written notice.

4. **Responsibilities of the City:**

   City shall be responsible for the following:

   (a) Use of offices and other building space;
   (b) Activities of all partner agencies and volunteers;
   (c) Manage flow of services for Clients;
   (d) Volunteer training and program implementation;
   (e) Standard operating procedures for use of the Center;
   (f) Oversee service delivery;
   (g) Ensure Client satisfaction;
   (h) Employ a Center Director;
   (i) Organize use of office space and common areas for each partner in exchange for mutually agreed upon staffing and service delivery, without charge;
   (j) Provide a safe, clean, accessible, and client-focused atmosphere.
   (k) Collect accurate program and client data in a safe manner for all clientele and Partner use/service delivery.
   (l) Notify all partners of Center closures due to weather and other events as soon as possible.
   (m) Plan and host regular collaborative-partner/staff meetings.
5. **Responsibilities of the Partner.**

Partner shall be responsible for the following:

(a) Provide the City with the Policies and Procedures of the organization.
(b) Provide the following services at the Center: ____________________
(c) Partner agrees to supply their own equipment and office supplies, including:
(d) Acknowledge that City of Charleston is within their service territory and will supply marketing, outreach, and referral efforts to reach their clients.
(e) Advise Center Director of any media or other public outreach efforts related to the Center.
(f) Provide accurate client data to the City on a monthly basis.
(g) Maintain a client-focused atmosphere by providing excellent client services and maintaining office space, shared or dedicated and open space in a safe and clean manner.
(h) Communicate schedules and schedule adjustments with Center Director in a timely manner.
(i) Participate in Center staff meetings to share pertinent information and ensure effective collaboration.

6. **Office Operations.**

(a) Hours of operation will be: Monday through Thursday, 9:00AM to 5:00PM, and Friday 9:00AM to 12:00PM. Key-holding Partners are welcome to come in early or stay late for administrative tasks only.
(b) The Center is closed on the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas day. Partners are not expected to be at the Center on days their agency is closed.
(c) The Center’s dress code is business casual, and work-appropriate casual dress on Fridays.
(d) Mondays are administrative and outreach task days and key-holding partners are invited to utilize the Center; however, no clients may be seen on this day.
(e) At no time are clients permitted into the Center unless two (2) individuals from Center Staff and/or Partners are in the building.

7. **Office Space Use.**

(a) Any partner may be required to move office space to maximize office use.
(b) Appropriate and non-offensive office decorations/personal items (at the discretion of the Center Director and/or other senior City staff) may be displayed in dedicated office space. Partners who occupy shared space will not be permitted to display decorations or personal items.
(c) With proper notice, all unoccupied offices may be used for work-related purposes only (not personal activities) in times of need by Center for weekend events, after-hour events, and during office hours when not in use.

8. **Office Occupancy.** Partner agrees to be in the Center full-time/part-time. Full-time hours: Monday through Thursday, 9:00AM to 5:00PM, and Friday 9:00AM to 12:00PM. Partners who work in the Center full-time will be provided with dedicated office space as it becomes available. Partners who work in the Center part-time or occasionally will be asked to share office space with other Partners. Part-time will be considered any number of days/hours less than full-time.

9. **Office Guests.** “Guests” include personal & professional visitors, fellow staff members, and donors. All guests are the responsibility of the inviting Partner including any office preparation or clean up. Costs incurred for repair or deep clean resulting from mess or damages due to a guest will be the Partner’s responsibility.

10. **Events.** The City welcomes partners to host large-scale events. To maintain a safe and uninterrupted experience, all non-recurring events must be scheduled with the Center Director no less than 30 days in advance to mitigate scheduling conflicts, to submit proper insurance documents, to prepare the office building, and to help ensure that all available Partners can support the event. The Center Director and necessary Partners will meet prior to large events for a briefing, as well as post-event for a debriefing. Planning Partner is responsible for all preparatory cleaning, equipment set-up, refreshments, and post-event clean-up.

11. **Marketing and Outreach.** Partner Agencies are required to include the City logo to acknowledge and promote the City as the host location for events/programs. The City logo is required to be included on marketing materials generated by the Partner Agency/Program taking place at Center location, including:

   - Homepage of website
   - Print and electronic newsletters distributed by partner agency events/programs
   - Mass emails distributed by partner agency events/programs
   - Brochures/flyers/collateral materials for partner agency events/programs
   - Social Media promotion of for partner agency events/programs

12. **Signatures.** The undersigned individuals represent that they are authorized to sign and bind the respective Parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Parties execute this Agreement on this ___ the day of ________, 2022.

APPROVED:  

[PARTNER]  

______________________________  
By: _______________________________  
Its: _______________________________  

APPROVED:  

CITY OF CHARLESTON  

______________________________  
By: John J. Tecklenburg  
Its: Mayor
TO:       John J. Tecklenburg, Mayor
FROM:     Geona Shaw Johnson              DEPT.  Housing & Community Dev
SUBJECT:  TIF FUNDING FOR LOWLINE AFFORDABLE HOUSING DEVELOPMENT

REQUEST:  Request the Mayor and City Council approve $500,000 in TIF funding to support
development of fifty-five (55) affordable rental apartments at the Lowline Affordable Housing Development. Council originally allocated $1.5M for this project, and the developer previously requested $900,000 of the funds. Due to increased construction costs, they are requesting an additional $500,000 in TIF funding from the original approval amount.

COMMITTEE OF COUNCIL:  Ways and Means    DATE:    April 26, 2022

COORDINATION:  This request has been coordinated with: (attach all recommendations/reviews)

Community Development Committee of City Council

<table>
<thead>
<tr>
<th>Housing &amp; Cmty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>BFRC</td>
<td>x</td>
<td></td>
<td>Geona Shaw Johnson</td>
<td>x</td>
</tr>
</tbody>
</table>

FUNDING:  Was funding previously approved?  Yes [x]  No  [ ]  N/A  [ ]

If yes, provide the following: Dept./Div.:  HCD  Account #:  

Balance in Account  Amount needed for this item  $500,000

Does this document need to be recorded at the RMC’s Office?  Yes [x]  No  [ ]

NEED:  Identify any critical time constraint(s).

CFO’s Signature:  

FISCAL IMPACT:

Mayor’s Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE:  A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
To: Lowline Development Team  
Date: March 8, 2022  
Subject: Lowline Housing – Construction Cost Situation & Bond Amendment

All,

We are preparing to submit an amendment to our bond amount to SC State Housing. Our original bond amount on the approved Preliminary Bond Resolution was $7,250,000. This amount will not meet the 50% Test based on the current development budget, as discussed below.

**Construction Costs**

Our initial bond application in February 2021 was submitted with the following construction budget:

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Work</td>
<td>$1,750,000</td>
<td>$31,818</td>
</tr>
<tr>
<td>Vertical Construction</td>
<td>$6,875,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>General Requirements</td>
<td>$502,500</td>
<td>$9,136</td>
</tr>
<tr>
<td>Contractor Profit</td>
<td>$502,500</td>
<td>$9,136</td>
</tr>
<tr>
<td>Contractor Overhead</td>
<td>$167,500</td>
<td>$3,045</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$9,797,500</td>
<td>$178,136</td>
</tr>
</tbody>
</table>

As development plans progressed over Summer 2021 and we had a good conceptual set put together, we had Creative Builders do another construction price check in. This construction price incorporated Type III construction, which involves the addition of fire treated lumber on the exterior of the building ($550,000 cost increase in addition to the other costs increases experienced over 2021).

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Work</td>
<td>$2,124,732</td>
<td>$38,631</td>
</tr>
<tr>
<td>Vertical Construction</td>
<td>$9,192,912</td>
<td>$167,144</td>
</tr>
<tr>
<td>General Requirements</td>
<td>$652,643</td>
<td>$11,866</td>
</tr>
<tr>
<td>Contractor Profit</td>
<td>$652,643</td>
<td>$11,866</td>
</tr>
<tr>
<td>Contractor Overhead</td>
<td>$217,548</td>
<td>$3,955</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$12,840,479</td>
<td>$233,463</td>
</tr>
</tbody>
</table>

The construction cost increased approximately 30% over the initial application number with the Type III construction accounting for 6.5% of that increase.
Following a conversation with Tommy Johnstone at Creative Builders yesterday (March 7th), the construction number has been updated again to account for anticipated 20% increase in pricing over the November 2021 construction number.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Work</td>
<td>$2,549,679</td>
<td>$46,358</td>
</tr>
<tr>
<td>Vertical Construction</td>
<td>$11,031,495</td>
<td>$200,573</td>
</tr>
<tr>
<td>General Requirements</td>
<td>$783,172</td>
<td>$14,239</td>
</tr>
<tr>
<td>Contractor Profit</td>
<td>$783,172</td>
<td>$14,239</td>
</tr>
<tr>
<td>Contractor Overhead</td>
<td>$261,058</td>
<td>$4,747</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$15,408,574</strong></td>
<td><strong>$280,156</strong></td>
</tr>
</tbody>
</table>

At this current construction price, our total development budget and eligible basis has increased substantially to the point that we are no longer meeting the 50% test with the original bond amount.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Development Cost</td>
<td>$22,424,463</td>
</tr>
<tr>
<td>Eligible Basis</td>
<td>$21,170,387</td>
</tr>
<tr>
<td>Bond Amount</td>
<td>$7,250,000</td>
</tr>
<tr>
<td><strong>50% Test</strong></td>
<td><strong>34.25%</strong></td>
</tr>
</tbody>
</table>

An amendment to our Bond Amount is necessary in order to meet the 50% Test. An amended amount of $11,000,000 would meet the test.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Development Cost</td>
<td>$22,424,463</td>
</tr>
<tr>
<td>Eligible Basis</td>
<td>$21,170,387</td>
</tr>
<tr>
<td>Bond Amount</td>
<td>$11,000,000</td>
</tr>
<tr>
<td><strong>50% Test</strong></td>
<td><strong>51.96%</strong></td>
</tr>
</tbody>
</table>

-CONTINUED-
Underwriting Solutions

At the current construction price, the project does not work without some additional funding from City of Charleston or other sources.

Current Sources and Uses

<table>
<thead>
<tr>
<th>Lowline - Summary Sources &amp; Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>4% LIHTC - Family</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>55 Units</strong></td>
</tr>
<tr>
<td><strong>per unit</strong></td>
</tr>
<tr>
<td><strong>% of total</strong></td>
</tr>
<tr>
<td>Acquisition</td>
</tr>
<tr>
<td>Hard Construction Costs</td>
</tr>
<tr>
<td>Construction Contingency</td>
</tr>
<tr>
<td>Architect and Engineering</td>
</tr>
<tr>
<td>Soft Costs</td>
</tr>
<tr>
<td>Financing/Interest</td>
</tr>
<tr>
<td>Reserves</td>
</tr>
<tr>
<td>Developer Fee</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
</tr>
<tr>
<td><strong>Paid Fee</strong></td>
</tr>
</tbody>
</table>

Based on the current committed funds from the City of Charleston, we are deferring approximately 58% of our fee. This development budget would fail SC Housing's underwriting standards, which requires deferred developer fee to be 50% or less. If we are able to get the City of Charleston to commit an additional $500,000 in Affordable Housing Bonds then we able to get the deferred fee under 50%. See updated Sources and Uses on the next page.
### Lowline - Summary Sources & Uses of Funds

**4% LIHTC - Family**

<table>
<thead>
<tr>
<th></th>
<th>55 Units</th>
<th>per unit</th>
<th>% of total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Hard Construction Costs</td>
<td>15,407,100</td>
<td>280,129</td>
<td>69%</td>
</tr>
<tr>
<td>Construction Contingency</td>
<td>770,355</td>
<td>14,006</td>
<td>3%</td>
</tr>
<tr>
<td>Architect and Engineering</td>
<td>625,000</td>
<td>11,364</td>
<td>3%</td>
</tr>
<tr>
<td>Soft Costs</td>
<td>1,102,810</td>
<td>20,051</td>
<td>5%</td>
</tr>
<tr>
<td>Financing/Interest</td>
<td>1,368,836</td>
<td>24,888</td>
<td>6%</td>
</tr>
<tr>
<td>Reserves</td>
<td>260,904</td>
<td>4,744</td>
<td>1%</td>
</tr>
<tr>
<td>Developer Fee</td>
<td>2,890,000</td>
<td>52,545</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>22,425,006</td>
<td>407,727</td>
<td>100%</td>
</tr>
<tr>
<td>Federal LIHTC</td>
<td>9,906,000</td>
<td>180,109</td>
<td>44%</td>
</tr>
<tr>
<td>First Mortgage Loan</td>
<td>2,816,642</td>
<td>51,212</td>
<td>13%</td>
</tr>
<tr>
<td>State LIHTC</td>
<td>6,055,000</td>
<td>110,091</td>
<td>27%</td>
</tr>
<tr>
<td>Affordable Housing Bonds</td>
<td>1,400,000</td>
<td>25,455</td>
<td>6%</td>
</tr>
<tr>
<td>TIF Funds</td>
<td>925,000</td>
<td>16,818</td>
<td>4%</td>
</tr>
<tr>
<td>Deferred Development Fee</td>
<td>1,322,364</td>
<td>24,043</td>
<td>6%</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td>22,425,006</td>
<td>407,727</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Paid Fee**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,567,636</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker DEPT. Police Department
SUBJECT: 2022 DUKE ENERGY SC EMERGENCY PREPAREDNESS / STORM GRANT
REQUEST: Approval to submit an Application for the 2022 Duke Energy
Grant in the amount of $12,050 for publication of Hurricane
Preparation Guides and promotional pens.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐
If yes, provide the following: Dept./Div.: ________ Account #: ________
Balance in Account ________ Amount needed for this item ________

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).
The Application is due April 29, 2022

CFO’s Signature: ____________________________

FISCAL IMPACT: There is no match required for this grant.

Mayor's Signature: ____________________________

13.

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
MEMORANDUM

To: Mayor John J. Tecklenburg
   City Councilmembers
From: Chito Walker, Deputy Chief of Police
Subject: FY22 Duke Energy Grant
Date: 26 April 2022

The purpose of this memorandum is to request approval to submit an Application for the 2022 Duke Energy South Carolina Emergency Preparedness / Storm Grant. The Program is designed to increase our resiliency to major weather events through preparation and planning.

This is a cooperative effort between the Charleston Police Department and the Charleston Fire Department’s Emergency Management Division. The Grant Application seeks $12,050 for publication of Hurricane Preparation Guides (printed in English and Spanish) and promotional pens to be distributed to the community.

There is no match required for this grant. The Application is due April 29, 2022.

Should you have any questions regarding this project, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
Overview

After record-setting weather events in the past few years, Duke Energy and its foundation have committed funds to help South Carolina communities increase their resiliency to these major weather events through advanced preparation and planning.

Application period

March 7 – April 29; grant decisions by May 20, 2022

Opportunity

This is a one-time-only opportunity for Emergency Preparedness and Storm Resiliency Grants. Grant applications may include, but are not limited to, projects that focus on:

- Specialized training for first responders for severe weather scenarios
- Organized planning initiatives for communities to prepare for extreme weather
- Equipment necessary for severe weather rescues to preserve human life
- Community storm preparedness trainings, materials, kits or shelters
- Emergency communication tools for severe weather scenarios
- Improved outcomes for low-income communities experiencing extreme weather

All regions of the state are eligible to apply, priority will be given to areas served by Duke Energy Carolinas or Duke Energy Progress. Communities impacted by severe weather in recent years and programs serving diverse populations will also be given priority. Applicants may request funds up to $20,000. Both nonprofits and governmental entities are eligible to apply.

Contact

Please contact Amanda Dow, stakeholder engagement manager, Duke Energy Foundation with your questions: Amanda.Dow@duke-energy.com.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker     DEPT. Police Department
SUBJECT: CARFAX INVESTIGATIVE TOOLS
REQUEST: Approve signing of CARFAX Enrollment Form giving CPD access to CARFAX Investigative tools which provide motor vehicle data for investigative purposes. There is no cost for this service.

COMMITTEE OF COUNCIL: Ways & Means     DATE: April 26, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Chief of Police    Yes  N/A  Signature of Individual Contacted  Attachment
X

Corporation Counsel    Yes  N/A  Signature of Individual Contacted  Attachment
X

FUNDING: Was funding previously approved? Yes  No  N/A    X

If yes, provide the following: Dept./Div:     Account #:     

Balance in Account     Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature:  
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
These CARFAX® Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency’s subscription to the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"). and to use such information in connection with any data, products, and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX’s crash report center database (the "Crash Report Center Database") and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below) and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX’s request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency’s subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency’s subscription to any Service does not terminate any other Service to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or by nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, the last sentence of Section 2, the last two sentences of Section 5, and Sections 3, 5, 7(c), 10, 11, 13 and 14.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX Crash Report Distribution Platform and all intellectual property relating to each of the foregoing are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and user job functions) and will provide CARFAX of any changes to current authorized users. Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including, without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only; and (c) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency’s access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or unprotected possession, use or disclosure of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also...
notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach.

6. CARFAX Services Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, or any CARFAX websites and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsub licensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions; (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles; (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, Investigation in anticipation of litigation, the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court; (iv) to provide notice to the owners of towed or impounded vehicles; or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the State's open records law); (ii) permit the use of the CARFAX Databases or any information contained therein by any third party; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or the Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools for any reporting, billing, or advertising purpose is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tools to any third party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX Crash Report Distribution Platform. Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency represents and warrants to the extent permitted by applicable law, that Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement; (ii) direct entities that want to purchase the motor vehicle accident reports to the CARFAX Crash Report Distribution Platform; (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-600-2425 or such other phone number designated by CARFAX; and (iv) authorizes CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's
ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): City of Charleston Police Department

Agency ORI Number: SC-100100

Name of Chief of Police or Sheriff: Luther Reynolds

Number of Sworn Officers: 450

Address: 180 Lockwood Boulevard

City: Charleston

County: Charleston

State: South Carolina

Zip: 29403

Total Number of Motor Vehicle Accident Reports written last year: 6087

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX Investigative tools ("Investigative Tools"), the CARFAX Crash Report Distribution Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools [ ] Yes [ ] No

CARFAX Crash Report Distribution Platform [ ] Yes [ ] No (If Yes, please provide additional information requested below)

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? [ ] Yes [ ] No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform: $

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: __________________________________________ Title: __________________________________________

Printed Name: __________________________________________ Date: __________________________________________

Send completed form to: Chris Marchetti

EMAIL: ChrisMarchetti@carfax.com | FAX: 1-800-790-8563
1. VIN
2. Report Number
3. Crash Date
4. Police Agency
5. County
6. City
7. State
8. License Plate Number
9. License Plate State
10. Vehicle Make
11. Vehicle Model
12. Vehicle Year
13. Point of Impact
14. Damage Severity
15. Fire
16. Extraction
17. Towing
18. Airbag Deployed

Preferred but optional:
19. Driver First Name
20. Driver Last Name
21. Passengers First Name
22. Passengers Last Name
South Carolina Police and Sheriff Agencies can now take advantage of no charge investigative services to help solve crimes faster and keep communities safer. According to Criminal Evidence Principles and Cases (seventh edition), “Studies show that motor vehicles are involved in more than 75% of the crimes committed every year in the United States. Vehicles are used as the instrumentalties of most crimes; crimes are committed in vehicles; and motor vehicles are the object of criminal efforts.”

The CARFAX for Police investigative tools are a web based solution designed to aid personnel in the recovery of Intel and information by allowing over 5,000 agencies in the U.S. and Canada to data share, proactively alert on vehicles of interest, and by helping to identify a vehicle’s history, location and potential status as well as aid in generating new leads and points of contact for potential suspects with investigations involving vehicles or persons of interest in all types of investigations (Criminal, Narcotics, Personal, Property, Auto). Also, Crime Analysts, Impound and Patrol will see benefits.

Your agency also will have the option to take advantage of our no charge online accident report distribution/sales platform that can save your agency time and money. Sell accident reports online at CARFAXforPolice.com. There is no convenience fee charged to your citizens for this service. Your community will get 24/7 access to your reports, all for the same price charged at the window. CrashDocs.org by CARFAX makes it easy to manage your report sales with a dedicated account manager, secure uploads, and analytics to monitor your report sales. If you are already using an ecommerce solution and it is meeting your needs, you do not need to use this optional part of our solution.

Contact Chris Marchetti (720) 448-4750 or ChrisMarchetti@carfax.com to get your benefits today.

You’ll join a growing list of South Carolina agencies, including:

- Aiken
- Aiken County Sheriff
- Anderson County Sheriff
- Andrews
- Bamberg
- Beaufort
- Belton
- Berkeley
- Burnettown
- Charleston County Sheriff
- Clover
- Conway
- Darlington County Sheriff
- Dorchester County Sheriff
- Eutree
- Fort Mill
- Gaston
- Goose Creek
- Greenville County Sheriff
- Greenville-Spartanburg Int'l Airport
- Hanahan
- Holly Hill
- Lancaster County Sheriff
- Latta
- Lexington
- Loris
- Marion County Sheriff
- McColl
- Moncks Corner
- North Charleston
- Pelion
- Pickens
- Pickens County Sheriff
- Richland County Sheriff
- Rock Hill
- Saluda
- Santee
- Simpsonville
- Spartanburg
- Spartanburg County Sheriff
- St. George
- South Congaree
- Sullivan’s Island
- Summerville
- Surfside
- Swansea
- Tega Cay
- Walterboro
- West Columbia
- Whitmire
- Williamsburg County Sheriff
- Williston
- Winthrop University