



April 15, 2024

Memorandum from President Murdaugh

The District Board of Trustees of
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304

The following meeting Agenda and items requiring approval by the District Board of Trustees are provided for your use at the Monday, April 15, 2024 Board Meeting.

The meeting will be held at the Hinson Administration Building, 444 Appleyard Drive, Tallahassee, FL 32304, at 2:30 p.m.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Jim Murdaugh".

Jim Murdaugh, Ph.D.
President

Agenda
District Board of Trustees
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32308
Monday, April 15, 2024
Business Meeting & Workshop – 2:30 PM

CALL TO ORDER

- i. Moment of Silence
- ii. Pledge of Allegiance

COMMENTS

- i. Board Chair
- ii. Board Members
- iii. President

APPROVAL OF MINUTES

1. March 2024 Minutes
Approve minutes as presented.

INFORMATION AND NEWS ITEMS

UNFINISHED BUSINESS

PRESENTATIONS

NEW BUSINESS

Approval of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus their time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support the efficiency and effectiveness of the meeting.

If a trustee has a question or plans to cast a negative vote regarding a specific recommendation, then the trustee/trustees need to acknowledge their intention to the Chair. This action item will be considered in the regular order of business as an individual action item.

Those action items that the trustees plan to approve without further question or discussion will remain on the consent agenda. Upon the final determination of the consent agenda, a motion, second to the motion, and unanimous approval of the Board of Trustees is needed to approve the action items. Upon approval of the consent agenda, the Board of Trustees will proceed with the remainder of the agenda.

- [2.](#) Attorney Invoice – Bryant Miller Olive (February 2024)
Authorize payment of invoices as presented.
- [3.](#) Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.
- [4.](#) Human Resource Report
Approve the report as presented.

TCC Foundation

- [5.](#) TCC Foundation Update
Approve the report as presented.

Academic Affairs

- [6.](#) 2023-2024 Career Pathway Agreements with Leon, Gadsden, and Wakulla County School Districts, Florida State University School, and Lively and Gadsden Technical Colleges

Approve the 2023-2024 Career Pathway Agreements.
- [7.](#) Academic Curriculum Changes

Approve the academic curriculum changes and Workforce Education Current and Projected Facility Needs list.

Administrative Services

- [8.](#) Fund Analysis - March
Presented as an information item only.
- [9.](#) College Operating Budget Amendment for FY 2023-24
Approve the College's FY 2023-24 Operating Budget Amendment #1.
- [10.](#) Construction Status Report
Presented as an information item only.
- [11.](#) CFI Roof Restoration
Approve the attached proposal no. 25-FL-231191 from Garland/DBS, Inc. as presented.
- [12.](#) Architect Invoices
Authorize payment of architectural invoices as presented.
- [13.](#) Guaranteed Maximum Price – TCC CFI Stair Tower Improvements Project

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Cook Brothers, Inc., for the TCC CFI Stair Tower Improvements Project.

14. Guaranteed Maximum Price – TCC Softball-Baseball Complex Improvements Project

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Southern Standard Construction, for the TCC Lifetime Sports Complex Interior Renovations Project.

BOARD OF TRUSTEES

15. Rebrand Resolution

Approve the resolution.

PUBLIC COMMENT

WORKSHOP

PRESIDENT'S REPORT

NEXT MEETING DATE

May 20, 2024

Location: **Main Campus**

ADJOURNMENT

**Minutes
District Board of Trustees
Tallahassee Community College
Administration Building, Main Campus
444 Appleyard Drive
Tallahassee, FL 32304
Monday, March 18, 2024
Business Meeting – Workshop 2:30 PM**

On March 18, 2024, the Tallahassee Community College District Board of Trustees meeting was called to order by Chair Jonathan Kilpatrick at 2:30 p.m.

Members Present: Chair Jonathan Kilpatrick, Vice Chair Karen Moore, Trustees Eugene Lamb, Monte Stevens, Charlie Ward and Frank Messersmith.

Absent:

Others Present: President Jim Murdaugh, Candice Grause, Bobby Jones, Rob Hall, Trevoris McDaniel, Craig Knox, Bertie Culbreath, Heather Mitchell, Anthony Jones, Barbara Wills, Sila Lott, Shelly Bell, Bob Ballard, Bill Spiers, Amanda Clements, Nyla Davis, Cerissa Fondo, Sheri Rowland, Angela Long, Lei Wang, Bret Ingerman, Kalynda Holton, Amy Bradbury, Riley Landy, Calandra Stringer, Chuck Moore, Donmetrie Clark, Kilisha Fain, and Janet Hartman.

CALL TO ORDER

Chair Kilpatrick asked everyone to stand for a moment of silence in memory of Dot Hinson, wife of former TCC President, Dr. James H. Hinson, Jr. and the Pledge of Allegiance.

COMMENTS

- i. Board Chair Kilpatrick commented how much he appreciated the College being designated a Collegiate Purple Star Campus and we are one of three colleges in the state to receive this designation. He mentioned the college's social media coverage strategy is phenomenal.
- ii. Board Members: Trustee Messersmith agrees with Chair Kilpatrick's comments. Vice Chair Moore mentioned the Collegiate Purple Star Campus, the success of the Cleaver and Cork event, and acknowledged our Legislators for moving forward with the college's name change. Trustee Ward congratulated VP Mitchell and her team for bringing resources to TCC through the Cleaver and Cork events. Trustee Stevens concurs with all the trustees' comments. He will be attending the 2024 PHI

RHO PI Tournament with the TCC Forensic Team in Reno, Nevada, and mentioned Vice Chair Moore's article about the TCC graduation rates in the Democrat. He congratulated Dr. Stringer on being included in the 2024 Class of Twenty-Five Women You Need to Know.

COMMENTS

- i. President Murdaugh congratulated Dr. Calandra Stringer on being recognized as one of the 2024 Class of Twenty-Five Women You Need to Know. He thanked Amanda Clements for her recent social media work and mentioned that ten members of the TCC Forensics Team recently captured the state title in individual events and the team placed second in the Overall Team Sweepstakes behind the University of Central Florida with a razor-thin margin of 336.5 points to 335.5 points. TCC hosted the Career Source Florida Board members and their employees at the Tallahassee Collegiate Academy, which founder Karen Moore attended. Florida Public Safety Institute hosted the Meet and Greet at the Annual Black History Month Breakfast and attended the Women's History Month Reception and program.

APPROVAL OF MINUTES

1. February 2024 Minutes
Approve minutes as presented.

MOTION: Trustee Stevens
Motion passed unanimously.

SECOND: Trustee Ward

INFORMATION AND NEWS ITEMS

VP Grause provided the following information and news items.

- Recognition in Diverse magazine for TCC's two recent awards from Achieving the Dream - the Network Legend Award and the Leah Meyer Austin Alumni Award
- Coverage of our record-setting graduation rate, as well as an op-ed from Vice Chair Karen Moore
- As mentioned last month, TCC's 2020 cohort of students set a new institutional record for graduation rate – 42%.
 - 5% jump in one year
 - 15% higher than our national peers
 - The President's blog announcing this news was also published in the Association of Community College Trustees weekly newsletter.
- Coverage of our renaming bill being approved by the Legislature before the end of the session.

- A legislative wrap-up from the Tallahassee Democrat.
- A feature on adults with disabilities funding in Wakulla that wonderfully highlighted a father-son duo in our welding program.
- Dr. Calandra Stringer was recognized in the Tallahassee Democrat's 25 Women to Know in Tallahassee!
- Board clips were shown.

UNFINISHED BUSINESS

PRESENTATIONS

None

NEW BUSINESS

Approval of Consent Agenda

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2. Attorney Invoice – Bryant Miller Olive (January 2024)
Authorize payment of invoices as presented.
3. Sponsored Programs – Provider

Authorize funding for the awards and contracts as presented.

4. Sponsored Programs – Fiscal Agent

Authorize funding for the awards and contracts as presented.

5. Human Resource Report

Approve the report as presented.

Motion to Approve Consent Agenda.

MOTION: Trustee Stevens

SECOND: Vice Chair Moore

Motion passed unanimously.

TCC Foundation

6. TCC Foundation – Gift Acceptance

Accept gift as presented.

MOTION: Trustee Stevens

SECOND: Vice Chair Moore

Motion passed unanimously.

Academic Affairs

7. Laboratory/Course and Distance Learning Fees for 2024-2025

Approve the laboratory/course and distance learning fees for 2024-2025.

MOTION: Trustee Lamb

SECOND: Vice Chair Moore

Motion passed unanimously.

Comments: Chair Kilpatrick mentioned he went through the fee numbers and was very impressed that the increases seem to be minimal, and the decreases seem to be really large.

Administrative Services

8. Policy Manual Changes

Approve revision of College policies as presented.

MOTION: Trustee Messersmith

SECOND: Trustee Ward

Motion passed unanimously.

9. Fund Analysis - February

Presented as an information item only.

10. Disposition of Surplus Property Assets

Authorize the College to dispose of the items designated as surplus.

MOTION: Trustee Stevens
Motion passed unanimously.

SECOND: Trustee Ward

11. Architect Invoices

Authorize payment of architectural invoices as presented.

MOTION: Vice Chair Moore
Motion passed unanimously.

SECOND: Trustee Lamb

12. Construction Status Report

Presented as an information item only.

13. TCC Science and Math Building AHU-1, 2, 3 and 4 Replacements Project

Approve the attached proposal no. 8670882 from SIEMENS as presented.

MOTION: Trustee Messersmith
Motion passed unanimously.

SECOND: Trustee Stevens

14. Design Build Guaranteed Maximum Price – TCC Main Campus Solar Powered Covered Walkways Project

Approve the attached Design Build Contract and Guaranteed Maximum Price in the amount of \$1,587,254.19 to Fitzgerald Collaborative Group, LLC, for the TCC Main Campus Solar Powered Covered Walkways Project.

MOTION: Trustee Lamb
Motion passed unanimously.

SECOND: Vice Chair Moore

PUBLIC COMMENT

None

WORKSHOP

VP Candice Grause – Legislative Updates

PRESIDENT'S REPORT

Dr. Murdaugh shared that on March 23, the Tallahassee History Festival will be held downtown, from 10:00 a.m. to 2:00 p.m. On March 27, we have our Undergraduate Research Symposium and Award ceremony. It will be held in the Fine and Performing Arts Center.

NEXT MEETING DATE

April 15, 2024

Location: **Hinson Administration Building, Main Campus**

ADJOURNMENT

Chair Kilpatrick called for adjournment at 3:29 p.m.

Jonathan Kilpatrick
Chair

Jim Murdaugh, Ph.D.
President



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Attorney Invoice – Bryant Miller Olive (February 2024)

Item Description

Request for approval to pay invoices from Bryant Miller Olive, P.A. for legal services provided related to collective bargaining process and related to Faculty labor relations.

Overview and Background

The College engaged Bryant Miller Olive, P.A. for representation during the collective bargaining process.

Past Actions by the Board

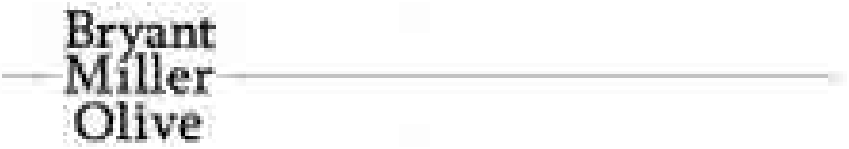
The Board of Trustees approved the agreement for these services at the October 17, 2022 Board Meeting.

Funding/ Financial Implications

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$1,950.00 for February 2024.

Recommended Action

Authorize payment of invoices as presented.



Barbara K. Wills
 Chief Business Officer, Vice President for Administrative
 Services
 Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, Florida 32304

Invoice Date: March 11, 2024
 Invoice No. 82961
 Client No. 25480.006

For professional services rendered in connection with Tallahassee
 Community College - Labor and Employment - UFF Bargaining

Purchase Order No. PO-018021

Statement of Legal Services

			Hours
02/01/2024	DMH	Prepare for and attend bargaining	1.80
02/01/2024	DMH	Prepare Articles for final CBA and CBA for ratification	1.50
02/02/2024	DMH	Review and reply to email with client	0.10
02/02/2024	DMH	Review and reply to emails with Union	0.10
02/05/2024	DMH	Review and reply to email	0.10
02/05/2024	DMH	Review Collective Bargaining Agreement	0.20
02/07/2024	DMH	Review email and draft reply from/to Union	0.10
02/07/2024	DMH	Draft email and review reply to/from client	0.10
02/07/2024	DMH	Finalize CBA / clean version	2.00
02/09/2024	DMH	Review documents / grievances and responses, CBA	0.50
02/09/2024	DMH	Telephone conference with client (C. Stringer)(x2)	0.30
02/09/2024	DMH	Revise response to grievance	0.20
02/12/2024	DMH	Review and reply to email	0.10
02/22/2024	DMH	Review and reply to email from client / Weingarten	0.40
02/22/2024	DMH	Review and reply to email from UFF	0.10
02/22/2024	DMH	Draft email to client	0.10
02/27/2024	DMH	Review email from client	0.10
Current Services			7.80
			\$1,950.00

Tallahassee Community College

Invoice Date: March 11, 2024
Invoice No. 82961
Client No. 25480.006

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	7.80	\$250.00	\$1,950.00

Payments

02/22/2024	Payment	ACH rec'd 2/22/24 Invoice 82490	875.00
			<u>875.00</u>

Total Current Work	<u>\$1,950.00</u>
Previous Balance Due	\$2,850.00
Balance Due	<u>\$4,800.00</u>

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:
1545 Raymond Diehl Road, Suite 300
Tallahassee, FL 32308
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688
for credit to Bryant Miller Olive, Account #2132834901
Thank you for your business



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Sponsored Programs – Provider

Item Description

This item requests that the Board approve the receipt of funding for the listed projects.

Overview and Background

The following are recommended for approval.

I. Receipt, Amendment, Extension of Resources

Florida State University - Geriatric Workforce Enhancement Program 22-24 and Amendment 1

This award provides partnership between Florida State University (FSU) and Tallahassee Community College (TCC) to develop and/or enhance curricula focused on the 4Ms care of older adults residing in nursing homes, many of whom are living with dementia. The award amount is \$9,000. The funding period has been extended until 6/30/2024.

Florida Department of Education - Adult Education IELCE State Administration IET Project - TCC - Amendment 2

This amendment reallocated funds for Out-of-State Travel. The award amount remains the same.

Florida Department of Education - Workforce Development Capitalization Incentive Grant (CAP Grant) FY 23 - 25

This award is focused on developing and implementing a work-based learning-focused Semiconductor CTE dual enrollment program aimed at bridging the gap between education and industry while equipping K-12 students with practical skills and experiences to excel as they earn college credits toward their degree. The award amount is \$3,000,000 with 0% indirect cost. The funding period is 7/1/23 - 6/30/25.

II. Commitments, Expenditures, Contracts for Service

None at this time.

Past Actions by the Board

Florida Department of Education - Adult Education IELCE State Administration IET Project - TCC

Amendment 1 was approved at the August 2023 Board of Trustees meeting.

Funding/ Financial Implications

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the increased awards is \$0.

Recommended Action

Authorize funding for the awards and contracts as presented.



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Human Resource Report

Item Description

This item request Board approval for personnel actions.

Overview and Background

The College brings forth a request to approve appointments, separations and outside employment.

Past Actions by the Board

Personnel actions are taken to the District Board of Trustees monthly. The Board has not addressed this item previously.

Funding/ Financial Implications

This item is funded by the 2023-2024 Operating Budget.

Recommended Action

Approve the report as presented.

Original Appointments - Executive, Administrative, Managerial & Professional

Name	Position	Department	Effective Date
Sean McGovern	Chief of Campus Police	Campus Police	April 1, 2024

Original Appointments - Classified Staff

Name	Position	Department	Effective Date
Denise Wright	Office Manager	Student Financial Services	March 4, 2024
Bella Long	Staff Assistant	Applied Sciences and Technology	March 4, 2024
Douglas Hughes	Maintenance Technician I	FPSI Maintenance	March 8, 2024
Hannah Chang	Instructional Designer	TCC Online - Distance Learning	March 18, 2024
Kyle Keith	Staff Assistant	Athletics	March 18, 2024
Phillip Bryant	Career and Academic Advisor	Student Success and Retention	March 18, 2024
Lyneisha Lewis	Call Center Representative	Call Center	March 18, 2024
Danielle Martin	Staff Assistant	Workforce Development	March 18, 2024
Danielle Kinchen	Campus Police Dispatcher	Campus Police	March 20, 2024
Kevin Troutman	Landscaper	Facilities	April 1, 2024
Heavyn Willis	Staff Assistant	Student Success and Retention	April 1, 2024
Michael Wohlgemuth	Software Systems Administrator	Facilities	April 1, 2024
Latoria Oliver-Mordica	Adult Education Specialist	Workforce Development	April 1, 2024

Original Appointments - Faculty

Name	Position	Department	Effective Date
<i>None to Report</i>			

Original Appointments - Contracts & Grants

Name	Position	Department	Effective Date
Holly Gerrell	Reading Room Facilitator	DOC - Vocational Training	March 4, 2024
Austin Lacher	Technical Educator Instructor	DOC - Vocational Training	March 4, 2024
Sandy Moseley	Career Development Specialist	100 Hour - Lancaster CI	March 4, 2024
Melanna Nielsen	Career Development Specialist	Compass 180 - Holmes CI	March 4, 2024
Shayna Alexander-Murphy	Career Development Specialist	100 Hour - Quincy Annex	March 11, 2024
Lindy Sherrer	Apprenticeship and Training Representative	Workforce Development - Programs	April 1, 2024
Antoinette Collier	Advising Specialist	Academic Programs	April 1, 2024
Sally Hanson	Production Editor	DOE - Test Development Center	April 1, 2024

Seeking to Hold Political Office Requests (All Employees)

Name	Position	Department	Effective Date	Prior Position
<i>None to Report</i>				

Drop Retiree Participants (All Employees)

Name	Position	Department	Enrollment Date	End Period
<i>None to Report</i>				

Separations (All Employees)

Name	Position	Department	Effective Date	Separation Type
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Reshana Washington	Program Specialist I	DOE – Charter Schools II	March 7, 2024	Resigned
Moseline Augustin	Store Manager	FPSI Store	March 15, 2024	Resigned
Ashley Johnson	Athletics and Campus Recreation Manager	Athletics	March 15, 2024	Resigned
Sam Burgess	Program Specialist (Outreach)	DEO - Rebuild Florida	March 19, 2024	Dismissed
Caleb Butkowski	Help Desk Consultant	Help Desk	March 22, 2024	Resigned
Kelly Thayer	Director of Teaching and Learning Academy	Center for Teaching, Learning, and Leadership	March 27, 2024	Resigned
April Brazell	Business Operations Manager	Financial Services	March 29, 2024	Resigned

Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Lewesa Peterson	Office Manager	TCC Online	HR Block	Client Service Coordinator

Seeking to Hold Political Office Requests (All Employees)

Name	Position	Department	Office	Position
<i>None to Report</i>				

Personnel Changes (Promotions, Demotions - All Employees)

Name	Position	Department	Effective Date	Prior Position
Kara Hash	State Report Coordinator	Institutional Effectiveness	March 18, 2024	Business Analyst
Dorothy Hurst-Tedrow	Career Development Specialist - Ocala, FL	100 Hour - Lowell Work Camp	March 18, 2024	Career Development Specialist
Dale Thomas	Pathways Advisor - A.S. and B.S. Programs	Academic Partnerships	April 1, 2024	Professional Service Contract
Gary Dodds	Career Development Specialist	Compass 180 DOC - Lake CI	April 1, 2024	Career Development Specialist
Stephanie Austin	Learning Commons Specialist	Learning Commons Specialist	April 1, 2024	Adjunct
Keith Vogel	Career Development Specialist - Cross City	100 Hour - Cross City CI	April 1, 2024	Career Development Specialist I



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Heather Mitchell
Vice President for Institutional Advancement and Executive Director of the TCC
Foundation

SUBJECT: TCC Foundation Update

Item Description

The following is an update of the events planned and initiatives & activities undertaken by the TCC Foundation.

Overview and Background

Attached is a report of funds raised by the TCC Foundation to date for the current fiscal year. The report includes a summary of total funds received, giving summary by designated area, number of donors and number of gifts.

The Foundation would also like to extend an invitation to DBOT members to the following events:

- April 17 – TCC Campus-Wide Ice Cream Social, 3:00 – 4:00 p.m., Jean Hurst Courtyard
- April 18 – President’s Circle Reception, TCC Student Union, 5:30 – 7:00 p.m.
- April 24 – TCC Retiree Luncheon, TCC Ghazvini Center, 12:00 – 1:30 p.m.
- May 8 – Heroes in Public Safety Awards Banquet, FSU UCC, 6:00 – 9:00 p.m.

Past Actions by the Board

The District Board of Trustees receives a Foundation update at every Board Meeting.

Funding/ Financial Implications

There are no Funding/Financial implications arising from this standard monthly report.

Recommended Action

Approve the report as presented.

TCC Foundation - Financial Update FY 23-24

April 1, 2023 - March 31, 2024

		YTD 21/22	YTD 22/23	YTD 23/24
TCC Foundation	Total Received	\$2,885,004.25	\$2,534,732.15	\$1,673,320.78
	Facility Support	\$131,195.51	\$152,954.37	\$135,046.90
	Program Support	\$861,481.75	\$1,116,418.30	\$661,199.28
	Scholarship Support	\$682,712.58	\$924,808.68	\$667,207.84
	Unrestricted Support	\$209,614.41	\$340,550.80	\$209,866.76
	BluePrint Donation	\$1,000,000.00	\$0.00	\$0.00
	Net Assets	\$23,133,579	\$20,482,418	\$22,113,461

		YTD 21/22	YTD 22/23	YTD 23/24
TCC Foundation	Number of Donors	1124	1061	1063
	Number of Gifts	4005	3747	3734

		YTD 21/22	YTD 22/23	YTD 23/24
TCC Foundation	Total Received for Alumni	\$232,288	\$182,565	\$185,838
	Number of Donors	154	132	117
	Number of Gifts	958	755	807

		YTD 21/22	YTD 22/23	YTD 23/24
TCC Foundation	Cash	\$1,875,276.25	\$2,529,732.15	\$1,659,415.78
	Gifts in Kind	\$9,728.00	\$5,000.00	\$13,905.00
	Total Raised - Pledges Received	\$550,258.35	\$827,815.03	\$609,359.27
	Planned Gifts Received	\$0.00	\$50,000.00	\$0.00
	Planned Gifts Confirmed	2	2	3
	Grants Received: 07/01/23 - 03/31/24			\$10,184,677
	Grants Applied For: 07/01/23 - 03/31/24			\$54,210,808
	Pledges Expected by 06/30/24			\$140,749.00

The Foundation's Fiscal Year is April - March



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Calandra Stringer, Ph.D.
Vice President and Provost

SUBJECT: 2023-2024 Career Pathway Agreements with Leon, Gadsden, and Wakulla County School Districts, Florida State University School, and Lively and Gadsden Technical Colleges

Item Description

This item requests board approval for the 23-24 Career Pathway Agreements between the College and Leon, Gadsden, and Wakulla County School Districts, Florida State University School, and Lively and Gadsden Technical Colleges.

Overview and Background

In an effort to offer career opportunities for secondary school students in Career Pathway programs, Tallahassee Community College is proposing to continue partnerships with Leon, Gadsden, and Wakulla County School Districts and Florida State University School. TCC will provide career pathways in areas such as the following: Building Construction Management, Computer Programming and Analysis, Computer Programming Specialist, Computer Programming and Web Development, Criminal Justice, Early Childhood Education, Emergency Medical Services, Engineering Technology, Graphic Design and Web Technology, Network Systems Technology, and Nursing.

Funding/ Financial Implications

None

Past Actions by the Board

The Board approved these agreements annually.

Recommended Action

Approve the 2023-2024 Career Pathway Agreements.

Career and Technical Education

Tallahassee Community College & Florida State University Schools Career Pathways Articulation Agreement 2023-2024

Articulation is a method of granting college-level course credit for learning skills that are accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of its separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completing 9 credit hours in the A.S. or certificate program is required for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Florida State University Schools faculty and TCC faculty will review course textbooks, syllabi, and other institutional materials as needed to develop articulated programs of study.
2. Florida State University Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Florida State University Schools and TCC will cooperate in publicizing this program to secondary school students to ensure they are aware of these opportunities.
4. TCC will not charge tuition for courses for which a student receives articulated credit.

This agreement may be terminated at any time by Florida State University Schools or Tallahassee Community College by providing thirty (30) days' notice. In the event of termination, both schools agree that students currently in secondary courses and working toward fulfilling the competencies or in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives for Florida State University Schools.

FLORIDA STATE HIGH SCHOOL CAREER PATHWAYS

High School CTE Pathway Program of Study: **Nursing Assistant: Acute and Long-Term Care (8417210)**

Tallahassee Community College Program: **Emergency Medical Services A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8417100 Health Science Anatomy and Physiology	Completion of the high school program and all listed high school CTE courses	HSC2531 Medical Terminology	3
8417110 Health Science Foundations		DEP2004 Human Growth and Development	3
8417211 Nursing Assistant 3			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> Completion of all high school CTE courses 			

High School CTE Pathway Program of Study: **Commercial Art Technology (8718000)**

Tallahassee Community College Program: **Graphic Design and Web Technology, A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8718010 Commercial Art Technology 1	Completion of the high school program and all listed high school CTE courses	GRA 1111C Graphic Design I	3
8718010 Commercial Art Technology 2			
8718010 Commercial Art Technology 3		PGY 2801C Photoshop	3
8718010 Commercial Art Technology 4			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> • Completion of all high school CTE courses 			

High School CTE Pathway Program of Study: Applied Information Technology (9003400)

**Tallahassee Community College Program: Computer Programming and Web Development, A.S.
 Computer Programming Specialist Certificate
 Computer Programming and Analysis Certificate**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Digital Information Technology	Completion of the high school program and all listed high school CTE courses	CGS 1060 Computer and Information Literacy	3
9003410 Computer Fundamentals			
9003420 Web Technologies			
9003430 IT Systems & Applications			
9003440 Database Essentials			
9003450 Programming Essentials		CGS 1820 Web Page Authoring	3
9003460 Web Development Technologies			
9003470 Multimedia Technologies			
9003480 Computer Networking Fundamentals			
9003490* Cybersecurity Fundamentals			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

IN WITNESS WHEREOF, the Florida State University Schools, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Florida State University Schools

Date

Director, Florida State University Schools

**Career and Technical Education
Tallahassee Community College & Gadsden County Schools
Career Pathways Articulation Agreement
2023-2024**

Articulation is a method of granting college-level course credit for learning skills that are accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of its separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completing 9 credit hours in the A.S. or certificate program is required for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Gadsden County Schools faculty and TCC faculty will review course textbooks, syllabi, and other institutional materials as needed to develop articulated programs of study.
2. Gadsden County Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Gadsden County Schools and TCC will cooperate in publicizing this program to secondary school students to ensure they are aware of these opportunities.
4. TCC will not charge tuition for courses for which a student receives articulated credit.

This agreement may be terminated at any time by Gadsden County Schools or Tallahassee Community College by providing thirty (30) days' notice. In the event of termination, both schools agree that students currently in secondary courses and working toward fulfilling the competencies or in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives for Gadsden County Schools.

GADSDEN COUNTY HIGH SCHOOL CAREER PATHWAYS

High School CTE Pathway Program of Study: Applied Information Technology (9003400) Tallahassee

Community College Program: Computer Programming and Web Development, A.S.
 Computer Programming Specialist Certificate Computer Programming and Analysis Certificate

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Digital Information Technology	Completion of the high school program	CGS 1060 Computer and Information Literacy	3
9003410 Computer Fundamentals			
9003420 Web Technologies			
9003430 IT Systems & Applications			
9003440 Database Essentials			
9003450 Programming Essentials		CGS 1820 Web Page Authoring	3
9003460 Web Development Technologies			
9003470 Multimedia Technologies			
9003480 Computer Networking Fundamentals			
9003490* Cybersecurity Fundamentals			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> Completion of high school CTE courses 			

High School CTE Pathway Program of Study: **Digital Design (8209600)**

Tallahassee Community College Program: **Graphic Design and Web Technology, A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Introduction to Information Technology	Completion of the high school program And	CGS 1060 Computer and Internet Literacy	3
8209510 Digital Design 1			
8209520 Digital Design 2	CIW Master Designer PROSO004 OR Adobe Certified Associate Certificate(s)	PGY2801C Photoshop	3
8209530 Digital Design 3			
8209540 Digital Design 4			
8209550 Digital Design 5		Elective Credit	3
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> Completion of high school CTE courses 			

High School CTE Pathway Program of Study: Nursing Assistant: Acute and Long-Term Care (8417210)

Tallahassee Community College Program: Emergency Medical Services A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8417100 Health Science Anatomy and Physiology	Completion of the high school program	HSC2531 Medical Terminology	3
8417110 Health Science Foundations		DEP2004 Human Growth and Development	3
8417211 Nursing Assistant 3		Validation Mechanism	
High School transcript noting: <ul style="list-style-type: none"> • Completion of high school CTE courses 			

Procedure

1. The Gadsden Technical College Career and Technical Education Director will provide evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the Gadsden Technical College program as reported by the Gadsden Technical College contact. This letter will identify the articulated college credit of the Career Pathway.
3. If the student desires to participate in the identified Career and Technical Education program, the student will request that an official transcript be forwarded to TCC. Students will receive block credit upon submission of the Gadsden Technical College transcript.

Conditions of Agreement

1. Gadsden Technical College and TCC's faculty will review course textbooks, syllabi and other institutional materials as needed in order to develop articulated programs of study.
2. Gadsden Technical College and TCC's will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Gadsden Technical College and TCC will cooperate in publicizing Career Pathways in order to ensure that students are aware of the opportunities.
4. Tallahassee Community College will not charge tuition for any courses for which a student receives articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives from Gadsden Technical Career Center.

GADSDEN TECHNICAL COLLEGE CAREER PATHWAY

Technical College CTE Pathway Program of Study: Carpentry (C510300)

Tallahassee Community College Program: Building Construction Management, A.S.

Technical College Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
BCV0012 Introduction to Carpentry	Completion of the career certificate program	BCN2230 Construction Materials and Methods	3
BCV0122 Rough Framing Carpentry			
BCV0123 Foundation and Form Carpentry			
BCV0125 Finish Trim Carpentry			
Validation Mechanism			
Technical College transcript noting: <ul style="list-style-type: none"> • Completion of the career certificate program 			

Technical College CTE Pathway Program of Study: Practical Nursing

Tallahassee Community College Program: Nursing A.S.

Technical College Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
PRN0098 Practical Nursing Foundations 1	Completion of the career certificate program	NUR1021C Nursing Process I	10
PRN0099 Practical Nursing Foundations 2			
PRN0290 Medical Surgical Nursing 1			
PRN0291 Medical Surgical Nursing 2			
PRN0690 Comprehensive Nursing and Transitional Skills			
Validation Mechanism			
Technical College transcript noting: <ul style="list-style-type: none"> • Completion of the career certificate program 			
Admission Requirements			
Students entering the Associate degree program specified herein must meet the admissions requirements of the college and the program to which they are applying.			

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Gadsden County School Board

Date

Superintendent, Gadsden County School District

Career and Technical Education

Tallahassee Community College & Leon County Schools Career Pathways Articulation Agreement 2023-2024

Articulation is a method of granting college-level course credit for learning skills that are accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of its separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completing 9 credit hours in the A.S. or certificate program is required for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Leon County Schools faculty and TCC faculty will review course textbooks, syllabi, and other institutional materials as needed to develop articulated programs of study.
2. Leon County Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Leon County Schools and TCC will cooperate in publicizing this program to secondary school students to ensure they are aware of these opportunities.
4. TCC will not charge tuition for courses for which a student receives articulated credit.

This agreement may be terminated at any time by Leon County Schools or Tallahassee Community College by providing thirty (30) days' notice. In the event of termination, both schools agree that students currently in secondary courses and working toward fulfilling the competencies or in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives for Leon County Schools.

LEON COUNTY HIGH SCHOOLS CAREER PATHWAYS

High School CTE Pathway Program of Study: Nursing Assistant: Acute and Long-Term Care (8417210)

Tallahassee Community College Program: Emergency Medical Services A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8417100 Health and Science Anatomy and Physiology	Completion of the high school program and all listed high school CTE courses	HSC 2531 Medical Terminology	3
8417110 Health Science Foundation		DEP 2004 Human Growth and Development	3
Validation Mechanism			
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: Criminal Justice Operations (8918000)

Tallahassee Community College Program: Criminal Justice Technology, A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8918010 Criminal Justice Operations 1	Completion of high school program and all listed high school CTE courses.	CCJ 1020 The Criminal Justice System	3
8918020 Criminal Justice Operations 2			
8918030 Criminal Justice Operations 3		CGS 1060 Internet Literacy Exemption Exam for Program Elective	3
8918040 Criminal Justice Operations 4 (Track 1) Or 8918040 Criminal Justice Operations 4 (Track 2)			
Validation Mechanism			
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: Digital Design (8209600)

Tallahassee Community College Program: Graphic Design and Web Technology, A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Introduction to Information Technology	Completion of the high school program and all listed high school CTE courses	CGS 1060 Computer and Internet Literacy	3
8209510 Digital Design 1			
8209520 Digital Design 2	And CIW Master Designer PROSO004	PGY 2601C Photoshop	3
Validation Mechanism			
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: Early Childhood Education (E300100)

Tallahassee Community College Program: Early Childhood Development, Education, and Management, A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8405110 Early Childhood Education 1	Completion of high school program and all listed high school CTE courses And Completion of Florida Child Care Professional Certificate (FCCPC)	EDF 1004 Educational Field Experience	3
8405120 Early Childhood Education 2		EEC 1308 Education of the Young Child	3
8405130 Early Childhood Education 3		EEC 1907 Directed Observation and Participation	3
8405140 Early Childhood Education 4		Elective Credit	3
Validation Mechanism			
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: Engineering Pathways (9400300)

Tallahassee Community College Program: Engineering Technology A.S., or Drafting and Design Technology, A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8600550 Introduction to Engineering Design	Completion of high school program and all listed high school CTE courses And Autodesk Certified User-Inventor	ETD 1320 Introduction to CAD	3
8600520 Principles of Engineering			
Validation Mechanism			
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: Networking (8208000)

Tallahassee Community College Program: Network Systems Technology, A.S.

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Digital Information Technology	Completion of the high school program and all listed high school CTE courses. And CompTIA Server+COMPT009 And Network+COMP0006 CCNP CISO005	CTS 1134 Networking and Telecommunications	3
8207020 Networking I		CET 1600 Open Systems I	3
8207030 Networking 2		CET 1610 Open Systems II	3
8207040 Networking 3		CET 2615 Open Systems III	3
8207050 Networking 4		CET 2620 Open Systems IV	3
8207060 Networking 5		Validation Mechanism	
High school transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

Procedure

1. The Lively Technical College designee will provide evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the Lively Technical College program as reported by the Lively designee. This letter will identify the articulated college credit of the Career Pathway.
3. If the student desires to participate in the identified Career and Technical Education program, the student will request that an official transcript be forwarded to TCC. Students will receive block credit upon submission of the Lively transcript.

Conditions of Agreement

1. Lively Technical College and TCC's faculty will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.
2. Lively Technical College and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Lively Technical College and TCC will cooperate in publicizing Career Pathway in order to ensure that students are aware of the opportunities.
4. Tallahassee Community College will not charge tuition for any courses for which a student receives articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives for Leon County School District.

LIVELY TECHNICAL COLLEGE CAREER PATHWAYS

Technical College CTE Pathway Program of Study: Digital Media/Multimedia Design (K100200)

Tallahassee Community College Program: Graphic Design and Web Technology, A.S.

Technical Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
DIG0081 Theory and Foundations of Design	Completion of the career certificate program	CGS 1060 Computer and Internet Literacy	3
DIG0082 Multimedia Digital/Print Designer			
DIG 0083 Multimedia Web Interactive Designer		PGY 2801C Photoshop	3
Validation Mechanism			
Technical College transcript noting: <ul style="list-style-type: none"> • Completion of the career certificate program 			

Technical College CTE Pathway Program of Study: Practical Nursing

Tallahassee Community College Program: Nursing A.S.

Technical Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
PRN0098 PracticalNursingFoundations1	Completion of the career certificate program	Nursing Process I NUR1021C	10
PRN0099 Practical Nursing Foundations 2			
PRN0290 Medical Surgical Nursing 1			
PRN0291 Medical Surgical Nursing 2			
PRN0690 Comprehensive Nursing and Transitional Skills			
Validation Mechanism			
Technical College transcript noting: <ul style="list-style-type: none"> • Completion of the career certificate program 			
Admission Requirements			
Students entering the Associate degree program specified herein must meet the admissions requirements of the college and the program to which they are applying.			

IN WITNESS WHEREOF, the School Board of Leon County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Leon County School Board

Date

Superintendent, Leon County School District

Career and Technical Education

Tallahassee Community College & Wakulla County Schools Career Pathways Articulation Agreement 2023-2024

Articulation is a method of granting college-level course credit for learning skills that are accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of its separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completing 9 credit hours in the A.S. or certificate program is required for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact, who forwards the information to the Office of Academic Affairs contact.
2. The Office of Academic Affairs contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Wakulla County Schools faculty and TCC faculty will review course textbooks, syllabi, and other institutional materials as needed to develop articulated programs of study.
2. Wakulla County Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Wakulla County Schools and TCC will cooperate in publicizing this program to secondary school students to ensure they are aware of these opportunities.
4. TCC will not charge tuition for courses for which a student receives articulated credit.

This agreement may be terminated at any time by Wakulla County Schools or Tallahassee Community College by providing thirty (30) days' notice. In the event of termination, both schools agree that students currently in secondary courses and working toward fulfilling the competencies or in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will include the Associate Vice President for Academic Affairs, Associate Dean for Faculty Initiatives, Dean of Applied Sciences and Technology (AST), Dean of Healthcare Professions (HCP) for Tallahassee Community College, and representatives for Wakulla County Schools.

WAKULLA COUNTY HIGH SCHOOL CAREER PATHWAYS

High School CTE Pathway Program of Study: **Building Trades and Construction (8720300)**

Tallahassee Community College Program: **Building Construction Management, A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8722010 Building Trades & Construction Design Tech 1	Completion of the high school program and all listed high school CTE courses	BCN2230 Construction Materials and Methods	3
BCV0080 Building Construction Asst			
BCV0081 Carpentry and Masonry Tech			
BCV0082 Electrical and Plumbing Tech			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: **Digital Design (8209600)**

Tallahassee Community College Program: **Graphic and Web Technology, A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8207310 Digital Information Technology	Completion of the high school program and all listed high school CTE courses And Adobe Certified Associate Certificate	GRA1111C Graphic Design I	3
8209510 Digital Design 1		PGY2801C Photoshop	3
8209520 Digital Design 2		Elective	3
Validation Mechanism High School transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: **Engineering Academy (9400300)**

Tallahassee Community College Program: **Engineering Technology, A.S. or Drafting and Design Technology, A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8600550 Introduction to Engineering Design	Completion of the high school program and all listed high school CTE courses And Autodesk Certified User-Inventor	ETD1320 Introduction to CAD	3
8600520 Principles of Engineering			
8600650 Engineering Design and Development			
Validation Mechanism			
High School transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

High School CTE Pathway Program of Study: **Nursing Assistant: Acute and Long-Term Care (8417210)**

Tallahassee Community College Program: **Emergency Medical Services A.S.**

High School Course Number and Title	Industry Certification & TCC Assessment	Equivalent TCC Course	Credits to be Awarded
8417100 Health Science I	Completion of the high school program and all listed high school CTE courses	HSC2531 Medical Terminology	3
8417110 Health Science II		DEP2004 Human Growth and Development	3
8417211 Nursing Assistant III		Validation Mechanism	
High School transcript noting: <ul style="list-style-type: none"> • Completion of all listed high school CTE courses 			

IN WITNESS WHEREOF, the School Board of Wakulla County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Wakulla County School Board

Date

Superintendent, Wakulla County School District



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Calandra Stringer, Ph.D.
Vice President and Provost

SUBJECT: Academic Curriculum Changes

Item Description

This item presents a new program and course proposal revisions and an updated lab fee request. This item also presents the Workforce Education Current and Projected Facility Needs list.

Overview and Background

The Academic Planning Committee members review and make recommendations for Board approval for new and revised curricula.

The College proposes the Patient Care Technician program. This new program allows students to obtain employment in the healthcare industry, filling critical roles as nursing assistants, phlebotomists, medical assistants, and personal care aides. These positions are listed on Florida Commerce's Fastest Growing Occupations List.

The College also proposes several program changes and course revisions. These changes are proposed based on state mandates, accrediting agencies, and modifying curriculum based on advisory board suggestions. One change includes the proposal for two new mathematics state core courses that will align with Florida's Mathematics Pathways.

Additionally, the College is proposing the updated Workforce Education Current and Projected Facility Needs list. This list contains new and continuing programs along with a localized need assessment that will be included in the College's educational plant survey. Approval of the list is the first step in the process of developing the educational plant survey.

Funding/ Financial Implications

None

Past Actions by the Board

The Board approved curriculum changes each year.

Recommended Action

Approve the academic curriculum changes and Workforce Education Current and Projected Facility Needs list.

NEW PROGRAM

Patient Care Technician (600 clock hours)

According to Florida Commerce, Patient Care Technician is the fastest growing occupation with a 11% growth rate. Jobs are available as Nursing Assistants, Phlebotomists, Medical Assistants, and Personal Care Aides. The average wage is \$14.00 per hour.

Program courses:

HSC0003	Basic Healthcare Worker (90 clock hours)
HCP0121	Nurse Aide and Orderly (Articulated) (75 clock hours)
HCP0332	Advanced Home Health Aide (50 clock hours)
HCP0020	Patient Care Assistant (75 clock hours)
HSC0016	Allied Health Assistant (150 clock hours)
MEA0580	Advanced Allied Health Assistant (100 clock hours)
PRN0094	Patient Care Technician (60 clock hours)

PROGRAM CHANGE

Accounting Technology, A.S. (60 credit hours)

Change will align with the DOE Curriculum Framework.

Delete program courses:

ENC2210 Technical Communications (3)
CGS1514 Excel Data Analysis (3)

Add program courses:

ACG2630 Auditing (3)
CGS2517 Spreadsheets for Business (3)

NEW COURSES

Course ID	Course Name	Rationale for New Course	Proposed Lab Fee
ACG2630	Auditing	Part of the new Accounting Technology, A.S. program	\$0
MGF1130	Mathematical Thinking	Course is part of the mathematics state core.	\$0
MGF1131	Mathematics in Context	Course is part of the mathematics state core.	\$0

COURSE REVISIONS

Course ID	Course Name	Type of Change	Current	Proposed	Rationale for Change
SPC2594	Speech and Debate Workshop	Contact hour	Contact hours: 1	Contact hours: 3	The revision is document the contact hours as 3 hours which matches the amount of time students are spending in the classroom.
SPC2595	Speech and Debate Practicum	Contact hour	Contact hours: 1	Contact hours: 3	The revision is document the contact hours as 3 hours which matches the amount of time students are spending in the classroom.
DEH1002	Dental Hygiene Preclinic Theory	Pre-requisite	Grade of C or better in BSC2085, BSC2085L, BSC2086, BSC2086L, MCB2004, MCB2004L, CHM1032, ENC1101 and acceptance into the dental hygiene program.	Grade of C or better in BSC2085, BSC2085L, BSC2086, BSC2086L, MCB2004, MCB2004L, ENC1101 and acceptance into the dental hygiene program.	Program does not require CHM1032 due to the addition of the civic literacy requirement.
DEH1002L	Dental Hygiene Preclinic Lab	Pre-requisite	Grade of C or better in BSC2085, BSC2085L, BSC2086, BSC2086L, MCB2004, MCB2004L, CHM1032, ENC1101 and acceptance into the dental hygiene program.	Grade of C or better in BSC2085, BSC2085L, BSC2086, BSC2086L, MCB2004, MCB2004L, ENC1101 and acceptance into the dental hygiene program.	Program does not require CHM1032 due to the addition of the civic literacy requirement.
BSC2085	Anatomy and Physiology I	Contact hour	Contact hours: 3	Contact hours: 4	The recitation hour was not

					reflected in the overall contact hours and students were spending the time in the classroom based on the meeting pattern.
MAC2313	Calculus with Analytic Geometry III	Contact hour	Contact hours: 5	Contact hours: 4	Contact hours include recitation, which is no longer needed because just-in-time support is being embedded within each lesson.
PHY1053	Elementary College Physics I	Course number Course Title Contact hours Co-requisite	Course number: PHY1053 Course title: Elementary College Physics I Contact hours: 3 Co-requisite: PHY1053L	Course number: PHY2053 Course title: College Physics I Contact hours: 4 Co-requisite: PHY2053L	Align course number, title, and contact hours with other colleges throughout the state.
PHY1053L	Elementary College Physics Laboratory I	Course number Course Title Co-requisite	Course number: PHY1053L Course title: Elementary College Physics Laboratory I Co-requisite: PHY1053	Course number: PHY2053L Course title: College Physics Laboratory I Co-requisite: PHY2053	Align course number, title, and contact hours with other colleges throughout the state.
PHY1054	Elementary College Physics II	Course number Course Title Contact hours Co-requisite	Course number: PHY1054 Course title: Elementary College Physics II Contact hours: 3 Co-requisite: PHY1054L	Course number: PHY2054 Course title: College Physics II Contact hours: 4 Co-requisite: PHY2054L	Align course number, title, and contact hours with other colleges throughout the state.
PHY1054L	Elementary College Physics Laboratory II	Course number Course Title Co-requisite	Course number: PHY1054L Course title: Elementary College Physics Laboratory II	Course number: PHY2054L Course title: College Physics Laboratory II Co-requisite: PHY2054	Align course number, title, and contact hours with other colleges throughout the state.

			Co-requisite: PHY1054		
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COURSE DELETION

Course ID	Course Name	Rationale for Course Deletion
CGS1514	Excel Data Analysis	This course is recommended for deletion; all topics are covered in CGS2517 Spreadsheets for Business.

**CURRENT AND PROJECTED CAREER AND ADULT EDUCATION PROGRAM / FACILITY NEEDS
FOR FIVE-YEAR AND SUPPLEMENTARY EDUCATIONAL PLANT SURVEY**

FLORIDA DEPARTMENT OF EDUCATION
1014 Turlington Building
Tallahassee, FL 32399

Attn: Anne Nyman

Form: DVE768

(1) LEA:	(2) SCHOOL / CAMPUS / ALL:	(3) DATE:
Tallahassee Community College	ALL	Current Year: 2022-2023 Projected Year*: 2027 - 2028 <small>*effective through end of school year</small>
(4) CONTACT PERSON NAME:	(5) CONTACT PERSON TITLE:	(6) CONTACT TELEPHONE AND EMAIL:
Dr. Calandra Stringer	Provost and Vice President for Academic Affairs	(850) 201-8680 (850) 201-8682 Fax
DOE APPROVAL DATE: / /		APPROVED BY:

(7) CIP CODE	(8) PROGRAM TITLE* (* In Alphabetical Order)	NON-VOC or VOC	IF NON-VOC - IDENTIFY: FINE & APPLIED ARTS or NON-VOC ADULT GEN & PREP	IF VOC - IDENTIFY: AGRICULTURAL, DISTRIBUTIVE, HEALTH OCCUPATION, OFFICE ECONOMICS, OFFICE OCCUPATIONS, TRADE AND	VOC - SPACE DESCRIPTION	SITE(s) Program Offered - Site 1 Main Campus, Site 2 Gadsden Service Center, Site 3 Florida Public Safety Institute	(9) DOE USE ONLY: PROGRAM APPROVED: YES/NO	(10) DOCUMENTATION OF NEED REFERENCE
0511100302	Applied Cybersecurity	VOC		Trade and Industrial	Computer Electronics -- Classroom Related Instruction	1		RDOL
648050307	CNC Production Specialist	VOC		Trade and Industrial	Manufacturing Technology --Storage Tool	1		RDOL
0649020500	Commercial Vehicle Driving	VOC		Trade and Industrial	School Bus Driver Training--Storage Material	1		RDOL
0743010200	Correctional Officer (Traditional Correctional B RTP)	VOC		Public Service	Correctional Officer--Classroom related instruction	3		
0743010211	Correctional Probation Officer	VOC		Public Service	Correctional Officer--Classroom related instruction	3		
0743010203	Crossover from Correctional Officer to Correctional Probation Officer	VOC		Public Service	Correctional Officer--Classroom related instruction	3		
0743010702	Crossover from Correctional Officer to Law Enforcement Officer	VOC		Public Service	Law Enforcement--Classroom related instruction, arms storage, firing range,	3		RDOL
0743010204	Crossover from Correctional Probation Officer to CMS Correctional B RTP	VOC		Public Service	Correctional Officer--Classroom related instruction	3		
0743010703	Crossover from Correctional Probation Officer to Law Enforcement Officer	VOC		Public Service	Law Enforcement--Classroom related instruction, arms storage, firing range,	3		RDOL
0743010205	Crossover from Law Enforcement Officer to Correctional Officer	VOC		Public Service	Correctional Officer--Classroom related instruction	3		
0743020304	Firefighter	VOC		Public Service	Firefighting--classroom related instruction, storage flammable, storage tool	3		RDOL
0743010700	Florida Law Enforcement Academy	VOC		Public Service	Law Enforcement--Classroom related instruction, arms storage, firing range,	3		RDOL
0847020103	Heating, Ventilation, Air Conditioning, Refrigeration (HVAC)	VOC		Trade and Industrial	Air Condition--Storage Tool, Classroom related instruction	2		RDOL
0647030303	Industrial Machinery Maintenance	VOC		Trade and Industrial	Industrial Machinery--Storage material, classroom related instruction	3		RDOL
0648050305	Machining Technologies	VOC		Trade and Industrial	Industrial Machinery--Storage material, classroom related instruction	3		RDOL
0551071603	Medical Administrative Specialist	VOC		Office Occupations	Clerical Occupations--storage material	Wakulla Center		RDOL
0351390200	Nursing Assistant (Long-Term Care)	VOC		Health Occupations	Nursing Assisting--Storage project	2 and 5		RDOL
0648050805	Welding Technology	VOC		Trade and Industrial	Welding Technology--storage material, classroom related instruction	1		RDOL
0648050806	Welding Technology - Advanced	VOC		Trade and Industrial	Welding Technology--storage material, classroom related instruction	1		RDOL
0552030205	Accounting Technology Management	NON-VOC		Fine and Applied Arts	Accounting--classroom instruction	1		RDOL
0552030203	Accounting Technology Operations	NON-VOC		Fine and Applied Arts	Accounting--classroom instruction	1		RDOL
0552030204	Accounting Technology Specialist	NON-VOC		Fine and Applied Arts	Accounting--classroom instruction	1		RDOL
0615100103	Building Construction Specialist	NON-VOC		Adult Gen and Prep	Civic Construction and Transportation Engineering--storage material, classroom instruction	1		RDOL
1615100102	Building Construction Technology	NON-VOC		Adult Gen and Prep	Civic Construction and Transportation Engineering--storage material, classroom instruction	1		RDOL
1552020102	Business Administration	NON-VOC		Fine and Applied Arts	Business and Commerce, General--classroom instruction	1		RDOL
0552070308	Business Entrepreneurship	NON-VOC		Fine and Applied Arts	Business and Commerce, General--classroom instruction	1		RDOL
0552070101	Business Management	NON-VOC		Fine and Applied Arts	Business and Commerce, General--classroom instruction	1		RDOL
0511020200	Computer Programmer	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		
1511020101	Computer Programming and Analysis	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		
0511020103	Computer Programming Specialist	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		
0615130204	Computer-Aided Design Technical Certificate	NON-VOC		Adult Gen and Prep	Engineering, General--classroom instruction	1		RDOL
1615130202	Computer-Aided Drafting and Design	NON-VOC		Adult Gen and Prep	Engineering, General--classroom instruction	1		RDOL
1743010302	Criminal Justice Technology	NON-VOC		Fine and Applied Arts	Law Enforcement and Correction--classroom instruction	1		RDOL
1511100308	Cybersecurity	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
0351060108	Dental Assisting Technology and Management	NON-VOC		Adult Gen and Prep	Dental Technologies--storage material, classroom instruction	5		RDOL
1351060200	Dental Hygiene	NON-VOC		Adult Gen and Prep	Dental Hygiene--storage material,	5		RDOL
0419070904	Early Childhood Development Specialization	NON-VOC		Fine and Applied Arts	Pre-Elementary Education--classroom instruction	1		
1413121004	Early Childhood Education	NON-VOC		Fine and Applied Arts	Pre-Elementary Education--classroom instruction	1		
1351090402	Emergency Medical Services	NON-VOC		Adult Gen and Prep	Health Professions, General--classroom instruction, storage material	5		
0351090408	Emergency Medical Technician	NON-VOC		Adult Gen and Prep	Health Professions, General--classroom instruction, storage material	5		
1615170100	Energy Management and Controls Technology	NON-VOC		Adult Gen and Prep	Engineering, General--storage material, classroom instruction	1		RDOL
1615000001	Engineering Technology	NON-VOC		Adult Gen and Prep	Engineering, General--storage material, classroom instruction	1		RDOL
0615000007	Engineering Technology Support Specialist	NON-VOC		Adult Gen and Prep	Engineering, General--storage material, classroom instruction	1		RDOL
0611080302	Graphic Design Support	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL

1611080300	Graphics Technology	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
0419070907	Infant/Toddler Specialization	NON-VOC		Fine and Applied Arts	Pre-Elementary Education--classroom instruction	1		
1351100405	Medical Laboratory Technology	NON-VOC		Adult Gen and Prep	Health Professions, General--classroom instruction, storage material	1		RDOL
0511100114	Network Infrastructure	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
0511100118	Network Security	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
0511100121	Network Support Technician	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
1511100112	Network Systems Technology	NON-VOC		Fine and Applied Arts	Computer and Information Science, General--classroom instruction	1		RDOL
1351380100	Nursing R.N.	NON-VOC		Adult Gen and Prep	Nursing--classroom instruction, storage material, storage tools	5		RDOL
0552020401	Office Management	NON-VOC		Fine and Applied Arts	Business and Commerce, General--classroom instruction	1		



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Fund Analysis - March

Item Description

This item is to provide the Board a summary of the College's operating revenues and expenses as of 3/31/2024.

Overview and Background

As directed in the Florida Public Community College Accounting Manual, revenues from state appropriations, student tuition and fees, interest earned, and other contributions are recorded and monitored in the College's operating fund (fund 1). Expenditures for direct instruction expenses are also recorded in the operating fund.

In accordance with Florida Statutes (1011.01), the Board of Trustees must approve the College's operating fund budget each fiscal year. The College monitors the operating fund activity to ensure approved budget limits are maintained.

Additionally, the Board has requested a report of all purchases over \$100,000, but less than \$325,000. The report for the month of March is attached to this item.

Past Actions by the Board

N/A.

Funding/ Financial Implications

The College continues to be in sound financial condition.

Recommended Action

Presented as an information item only.

Tallahassee Community College Fund Analysis
Unrestricted Current Fund
As of March 31, 2024

REVENUE	March Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Budget
Student Fees	\$2,064,032	\$2,411,094	\$27,472,896	\$21,699,843	\$28,933,124	95%
State Support	4,513,190	3,642,644	29,809,241	32,783,792	43,711,723	68%
Other Revenue	440,252	-	2,151,588	-	-	N/A
TOTAL REVENUE	7,017,474	6,053,737	59,433,725	54,483,635	72,644,847	82%
EXPENSES	March Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Expenses
<u>PERSONNEL COSTS</u>						
Administrative	276,178	363,735	2,903,665	3,273,615	4,364,820	67%
Instructional	1,098,632	1,279,552	9,959,563	11,515,965	15,354,620	65%
Non-Instructional	1,436,340	1,450,527	12,653,377	13,054,746	17,406,328	73%
OPS	716,676	551,162	5,193,871	4,960,461	6,613,948	79%
Personnel Benefits	1,083,342	1,069,178	9,454,084	9,622,598	12,830,131	74%
TOTAL PERSONNEL COSTS	4,611,168	4,714,154	40,164,560	42,427,385	56,569,847	71%
<u>CURRENT EXPENSES</u>						
Services	353,143	375,221	3,279,387	3,376,988	4,502,651	73%
Material & Supplies	77,789	243,322	2,254,180	2,189,900	2,919,866	77%
Other Current Charges	719,858	679,374	6,597,177	6,114,362	8,152,483	81%
TOTAL CURRENT EXPENSES	1,150,791	1,297,917	12,130,744	11,681,250	15,575,000	78%
CAPITAL OUTLAY	-	41,667	9,774	375,000	500,000	2%
TOTAL EXPENSES	\$5,761,959	\$6,053,737	\$52,305,077	\$54,483,635	\$72,644,847	72%

Purchase Orders from \$100,000 to \$324,999 +

Issued in March 2024

Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption
PO-019843	3/22/2024	Graybar Electric, Inc.	109,577.60	Solar panels for the Central Utility Plant Project	Solicitation via OMNIA Partner contract #EV2370.
PO-019849	3/25/2024	MicroSoft Corporation	133,419.00	Enterprise Service Support	Microsoft Master Services Agreement #U6914902 (Florida State Contract Number 43230000-15-01)



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: College Operating Budget Amendment for FY 2023-24

Item Description

This amendment to the College's FY 2023-24 Operating Budget is presented for approval.

Overview and Background

Pursuant to State Rule 6A-14.0716, the Board is authorized to make amendments to the College's Operating Budget as needed.

As a result of additional federal revenue and increased tuition revenue from a steady growth in student enrollment, the College is projecting an increase in its fund balance.

This budget amendment is presented to the Board in order for the College to utilize these additional funds while maintaining a reasonable fund balance. Without an authorized increase in budgeted expenditures, the College will be unable to obtain the resources to effectively manage and sustain student growth while maximizing student success and institutional effectiveness.

Funding/ Financial Implications

By moving funds from the College's fund balance into the operating budget to be expended, this amendment will allow the College to maintain a reasonable fund balance of approximately 10%.

Past Actions by the Board

The College Operating Budget for FY 2023-24 was approved at the June 2023 meeting.

Recommended Action

Approve the College's FY 2023-24 Operating Budget Amendment #1.

	FY 23-24 Budget	Projected Increase	Amendment #1	Amended FY 23-24 Budget
Beginning Fund Balance	8,745,394			
Budgeted Revenue	72,644,847	4,781,356	5,000,000	77,644,847
Budgeted Expenses	72,644,847		5,000,000	77,644,847
				8,745,394
Projected Revenue		77,426,203		77,426,203
Projected Expenses		72,644,847		77,644,847
Projected Ending Fund Balance		13,526,750		8,526,750



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Construction Status Report

Item Description

This item describes the status of various construction, renovation, remodeling and site improvement projects at all TCC locations for the Board of Trustees.

Overview and Background

The attached Construction Status report details the noteworthy construction and renovation projects being undertaken to support the educational mission of the College.

Past Actions by the Board

None.

Funding/ Financial Implications

All construction and renovation projects are funded prior to approval, with most being funded from capital improvement fees.

Recommended Action

Presented as an information item only.

CONSTRUCTION STATUS REPORT – APRIL 2024

MAIN CAMPUS (SITE 1)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	5 Year Educational Plant Survey	75%	June 2024	New Survey 3.1 Underway
N/A	Master Plan – Main Campus	95%	June 2024	Underway – DAG Architects
PJ-0426	DH Sim Lab Remodel - AP 160 Classroom	50%	May 2024	Project commenced 12/14/2023
PJ-0493	DH Room 138 Remodel	95%	April 2024	Room Remodeled – Testing Equipment operations
PJ-0417 PJ-0430 PJ-0429	CH 141,144,145 Foreign Language Labs Conversion to New Classroom	95%	April 2024	Construction in progress AV install in progress
PJ-0357	SM 114 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0165	SM 118 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0260	SM 129 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0360	SM 211 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0355	CH 233 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0356	CH 234 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0449	Administration Bldg#27 Lobby	95%	April 2024	Awaiting furniture
N/A	Administration Bldg#27 Underground Lighting	10%	April 2024	Materials ordered
N/A	Administration Bldg#27 2 nd Floor Women's Restroom	5%	April 2024	Survey in progress
N/A	Irrigation for Planter Beds	5%	June 2024	Design in progress
N/A	Install New Planter Beds	5%	June 2024	Design in progress
PJ-0379	Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,645 Trip Hazards Replaced 62 sections of Sidewalk Repaired 156' of new curb
PJ-0337 PJ-0422	State DM - Elevator Door Lock Monitoring Systems Bldg#1,2,5,6,8,9,11N,11S,12,18,27,30,35,39,41	90%	May 2024	All complete except for Bldg. 1 English – In progress
N/A	Athletics – Sand Pro Equipment	10%	April 2024	Purchase order submitted
PJ-0342	Athletics – LS Interior Renovation	65%	May 2024	Construction underway
PJ-0447	LSC – Metal Coping/Roofing	90%	April 2024	Materials on back order

PJ-0341	Athletics –Softball / Baseball Complex Improvements	10%	TBD	CM Awarded to Southern Standard Construction GMP Pending April BOT approval
PJ-0453	Bleacher Evaluation	5%	April 2024	Annual inspection
N/A	New HVAC Baseball Fieldhouse	100%	March 2024	Complete
PJ-0428	CUP Renovation and Infrastructure	55%	June 2024	Materials ordered
PJ-0428	CUP Roof	10%	June 2024	Materials received
PJ-0467	Lightning Protection - CUP	5%	TBD	Awaiting roof repairs
PJ-0471	APB Bldg#53 Roof	50%	June 2024	In progress
PJ-0471	Southern Pipe Bldg#46 Roof	20%	June 2024	Materials received
PJ-0365	CUP Control Room and ADA Restrooms	20%	August 2024	Construction in progress
PJ-0374	State DM - 15KV Electrical Underground Infrastructure	15%	March 2025	Equipment ordered and expected by Fall 2024
N/A	Truck Driving Testing Course Striping – Two Test Sites	10%	April 2024	Course to be installed at the TT Bldg#31 and NW Annex Parking Lot
N/A	Transfer of Electrical Bldg#16 to Leon County School Board	45%	TBD	Pending LCS and TCC BOT approval
PJ-0414	Parking Garage Bldg#37 Repairs	20%	April 2024	Repairs in progress
N/A	Dale Mabry Museum	15%	TBD	Survey completed, MOU to be developed
PJ-0434	Truck Driving Program Expansion/Grant	5%	TBD	Environmental exemption submitted and pending approval
PJ-0384	AC Bldg#08 Fire Alarm Upgrades	10%	July 2024	Updating, Scheduled during Summer Break
PJ-0440	AC Bldg#08 Voice Evacuation System	10%	July 2024	On order, Scheduled during Summer Break
PJ-0485	AC Bldg#08 Third Floor Renovations/Upgrades	10%	Fall 2024	Design underway by BKJ, Scheduled during Summer Break
N/A	AC Bldg#08 Security Window Tint	10%	June 2024	Scheduled for completion during Summer Break
PJ-0496	Six Innovation/Maker Spaces in Library Bldg#30	5%	TBD	Design development underway
PJ-0436	Solar Powered Covered Walkways	15%	August 2024	Material on order
PJ-0390	Solar Light Pole	50%	April 2024	Material on order
N/A	Electrical Upgrade at TPPN	0%	May 2024	Obtaining quotes

PJ-0445	English Bldg#01 Restrooms Renovation	10%	TBD	CM Awarded to Southern Standard Construction GMP to August BOT for approval
PJ-0378	C-Cure Locks / NIST 800-171	15%	December 2024	Parts for 8 locations on order Total 28 to be accomplished 8 In progress 9 completed
N/A	Main UPS Replacement	15%	May 2024	Memorial Day Weekend shut down
TCC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 658,903 Plastic Bottles from going to landfills
N/A	Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 3,168,000 Plastic Bags from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 32,945 lbs. of CO2 from being released into the atmosphere

GADSDEN SERVICE CENTER (SITE 2)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0491	Vacate Kent Street	5%	TBD	Underway – PO to DAG Architects

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
N/A	Install C-Cure Sliding Glass Door Administration Building	95%	April 2024	In progress – Door installed Awaiting communication cable
PJ-0405	State DM - Replace Chillers, Pumps and Install VFD's Bldg#4	75%	August 2024	3 of 3 Chillers and Pumps received and installed Controls to be completed in June
PJ-0405	CUP Controls for Replaced Chillers, Pumps and VFD's	35%	June 2024	Parts on order
N/A	Install Water Treatment/Filters for Chilled Water/Hot Water	25%	April 2024	Awaiting quotes
PJ-0448	Housing HVAC Renovations	80%	November 2024	Materials on order

PJ-0448	Housing Outside Air Units	10%	November 2024	Materials on order
N/A	Housing/Dorm Modernization	5%	November 2024	Replacement of lights, toilets, beds, etc.
PJ-0448	Dining Facility Renovations	20%	TBD	Roof Access, Awaiting Fabrication
PJ-0478	Defensive Tactics HVAC Renovations	95%	April 2024	HVAC/Infrastructure Upgrades
N/A	Defensive Tactics Mezzanine Access	20%	April 2024	New ladder installation
PJ-0480	FPSI Housing Elevator Modernization	5%	April 2024	PO Issued, Materials on order
PJ-0483	FPSI Dorm Annex Windows	5%	TBD	Obtaining multiple quotes
PJ-0489	FPSI Dorm Wing South Bldg#10	5%	TBD	Obtaining multiple quotes
PJ-0482	FPSI Dorm Wing North Bldg#11	5%	TBD	Obtaining multiple quotes
PJ-0484	FPSI Bridge and Sidewalks	15%	May 2024	Repairs in progress
PJ-0486	FPSI Stormwater Drainage	50%	June 2024	Repairs in progress
PJ-0487	FPSI Firing Range Improvements	25%	June 2024	Commenced repairs
PJ-0492	FPSI Roof at Dorm Wings South and North	15%	TBD	Materials on order – Shipping 3/28
N/A	East Exterior Classroom Bldg. Entrances Awnings	100%	April 2024	Complete
PJ-0428	Lift Stations	100%	March 2024	Complete
PJ-0428	Water pressure Regulating Valves	40%	TBD	Installing valves at Defensive Tactics, Dorm Bldg, Conference Center & Housing Bldg. Complete - Administration Bldg, Classroom Bldg, Dining Hall
PJ-0494	Classroom Building Restroom Upgrades and ADA Compliance	15%	TBD	Obtaining quotes

CENTER FOR INNOVATION (SITE 4)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0467	Lightning Protection	5%	TBD	Awaiting roof repairs
PJ-0423	State DM - CFI Exterior Envelope (Walls & Windows)	10%	TBD	GMP to June BOT for approval
PJ-0424	State DM - CFI Exterior Staircases	10%	TBD	GMP Pending April BOT approval Expected start in May

PJ-0431	CFI Smoke Exhaust Removal	10%	TBD	Pending June BOT approval
N/A	CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles
PJ-0497	CFI – 3 rd Floor Renovation	5%	TBD	PO issued to Architect
PJ-0488	CFI Roof	5%	TBD	Pending April BOT approval

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
N/A	Install Walkway to TMH Lower Parking Area	5%	TBD	Obtain MOU with TMH
N/A	Student Lockers	5%	TBD	Obtaining quotes

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	WEI Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0340	Infrastructure	10%	TBD	In progress
PJ-0353	Irrigation Well	10%	TBD	In progress
N/A	Paint Soffit and Facia	10%	May 2024	Work in progress
N/A	Paint All Exterior Wood	10%	May 2024	Work in progress
N/A	Solar Panel Framework Restoration / Soft Scrub Solar Panels	5%	August 2024	Obtaining quotes

FOUNDATION CLASSROOM RENOVATION SUMMARY

TCC PROJECT#	RENOVATED CLASSROOM	COST TO DATE
PJ-0357	SM 114 - Classroom Renovations	\$ 21,744.29
PJ-0165	SM 118 - Classroom Renovations	\$ 42,419.96
PJ-0360	SM 211 - Classroom Renovations	\$ 27,774.36
PJ-0355	CH 233 - Classroom Renovations	\$ 19,166.32
PJ-0356	CH 234 - Classroom Renovations	\$ 19,151.32
PJ-0260	SM 129 - Classroom Renovations	\$ 42,569.77

CONSTRUCTION STATUS REPORT – APRIL 2024

MAIN CAMPUS (SITE 1)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	5 Year Educational Plant Survey	75%	June 2024	New Survey 3.1 Underway
N/A	Master Plan – Main Campus	95%	June 2024	Underway – DAG Architects
PJ-0426	DH Sim Lab Remodel - AP 160 Classroom	50%	May 2024	Project commenced 12/14/2023
PJ-0493	DH Room 138 Remodel	95%	April 2024	Room Remodeled – Testing Equipment operations
PJ-0417 PJ-0430 PJ-0429	CH 141,144,145 Foreign Language Labs Conversion to New Classroom	95%	April 2024	Construction in progress AV install in progress
PJ-0357	SM 114 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0165	SM 118 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0260	SM 129 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0360	SM 211 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0355	CH 233 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0356	CH 234 - Classroom Renovations	15%	TBD	Scheduling room closures
PJ-0449	Administration Bldg#27 Lobby	95%	April 2024	Awaiting furniture
N/A	Administration Bldg#27 Underground Lighting	10%	April 2024	Materials ordered
N/A	Administration Bldg#27 2 nd Floor Women's Restroom	5%	April 2024	Survey in progress
N/A	Irrigation for Planter Beds	5%	June 2024	Design in progress
N/A	Install New Planter Beds	5%	June 2024	Design in progress
PJ-0379	Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,645 Trip Hazards Replaced 62 sections of Sidewalk Repaired 156' of new curb
PJ-0337 PJ-0422	State DM - Elevator Door Lock Monitoring Systems Bldg#1,2,5,6,8,9,11N,11S,12,18,27,30,35,39,41	90%	May 2024	All complete except for Bldg. 1 English – In progress
N/A	Athletics – Sand Pro Equipment	10%	April 2024	Purchase order submitted
PJ-0342	Athletics – LS Interior Renovation	65%	May 2024	Construction underway
PJ-0447	LSC – Metal Coping/Roofing	90%	April 2024	Materials on back order

PJ-0341	Athletics –Softball / Baseball Complex Improvements	10%	TBD	CM Awarded to Southern Standard Construction GMP Pending April BOT approval
PJ-0453	Bleacher Evaluation	5%	April 2024	Annual inspection
N/A	New HVAC Baseball Fieldhouse	100%	March 2024	Complete
PJ-0428	CUP Renovation and Infrastructure	55%	June 2024	Materials ordered
PJ-0428	CUP Roof	10%	June 2024	Materials received
PJ-0467	Lightning Protection - CUP	5%	TBD	Awaiting roof repairs
PJ-0471	APB Bldg#53 Roof	50%	June 2024	In progress
PJ-0471	Southern Pipe Bldg#46 Roof	20%	June 2024	Materials received
PJ-0365	CUP Control Room and ADA Restrooms	20%	August 2024	Construction in progress
PJ-0374	State DM - 15KV Electrical Underground Infrastructure	15%	March 2025	Equipment ordered and expected by Fall 2024
N/A	Truck Driving Testing Course Striping – Two Test Sites	10%	April 2024	Course to be installed at the TT Bldg#31 and NW Annex Parking Lot
N/A	Transfer of Electrical Bldg#16 to Leon County School Board	45%	TBD	Pending LCS and TCC BOT approval
PJ-0414	Parking Garage Bldg#37 Repairs	20%	April 2024	Repairs in progress
N/A	Dale Mabry Museum	15%	TBD	Survey completed, MOU to be developed
PJ-0434	Truck Driving Program Expansion/Grant	5%	TBD	Environmental exemption submitted and pending approval
PJ-0384	AC Bldg#08 Fire Alarm Upgrades	10%	July 2024	Updating, Scheduled during Summer Break
PJ-0440	AC Bldg#08 Voice Evacuation System	10%	July 2024	On order, Scheduled during Summer Break
PJ-0485	AC Bldg#08 Third Floor Renovations/Upgrades	10%	Fall 2024	Design underway by BKJ, Scheduled during Summer Break
N/A	AC Bldg#08 Security Window Tint	10%	June 2024	Scheduled for completion during Summer Break
PJ-0496	Six Innovation/Maker Spaces in Library Bldg#30	5%	TBD	Design development underway
PJ-0436	Solar Powered Covered Walkways	15%	August 2024	Material on order
PJ-0390	Solar Light Pole	50%	April 2024	Material on order
N/A	Electrical Upgrade at TPPN	0%	May 2024	Obtaining quotes

PJ-0445	English Bldg#01 Restrooms Renovation	10%	TBD	CM Awarded to Southern Standard Construction GMP to August BOT for approval
PJ-0378	C-Cure Locks / NIST 800-171	15%	December 2024	Parts for 8 locations on order Total 28 to be accomplished 8 In progress 9 completed
N/A	Main UPS Replacement	15%	May 2024	Memorial Day Weekend shut down
TCC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 658,903 Plastic Bottles from going to landfills
N/A	Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 3,168,000 Plastic Bags from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 32,945 lbs. of CO2 from being released into the atmosphere

GADSDEN SERVICE CENTER (SITE 2)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0491	Vacate Kent Street	5%	TBD	Underway – PO to DAG Architects

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
N/A	Install C-Cure Sliding Glass Door Administration Building	95%	April 2024	In progress – Door installed Awaiting communication cable
PJ-0405	State DM - Replace Chillers, Pumps and Install VFD's Bldg#4	75%	August 2024	3 of 3 Chillers and Pumps received and installed Controls to be completed in June
PJ-0405	CUP Controls for Replaced Chillers, Pumps and VFD's	35%	June 2024	Parts on order
N/A	Install Water Treatment/Filters for Chilled Water/Hot Water	25%	April 2024	Awaiting quotes
PJ-0448	Housing HVAC Renovations	80%	November 2024	Materials on order

PJ-0448	Housing Outside Air Units	10%	November 2024	Materials on order
N/A	Housing/Dorm Modernization	5%	November 2024	Replacement of lights, toilets, beds, etc.
PJ-0448	Dining Facility Renovations	20%	TBD	Roof Access, Awaiting Fabrication
PJ-0478	Defensive Tactics HVAC Renovations	95%	April 2024	HVAC/Infrastructure Upgrades
N/A	Defensive Tactics Mezzanine Access	20%	April 2024	New ladder installation
PJ-0480	FPSI Housing Elevator Modernization	5%	April 2024	PO Issued, Materials on order
PJ-0483	FPSI Dorm Annex Windows	5%	TBD	Obtaining multiple quotes
PJ-0489	FPSI Dorm Wing South Bldg#10	5%	TBD	Obtaining multiple quotes
PJ-0482	FPSI Dorm Wing North Bldg#11	5%	TBD	Obtaining multiple quotes
PJ-0484	FPSI Bridge and Sidewalks	15%	May 2024	Repairs in progress
PJ-0486	FPSI Stormwater Drainage	50%	June 2024	Repairs in progress
PJ-0487	FPSI Firing Range Improvements	25%	June 2024	Commenced repairs
PJ-0492	FPSI Roof at Dorm Wings South and North	15%	TBD	Materials on order – Shipping 3/28
N/A	East Exterior Classroom Bldg. Entrances Awnings	100%	April 2024	Complete
PJ-0428	Lift Stations	100%	March 2024	Complete
PJ-0428	Water pressure Regulating Valves	40%	TBD	Installing valves at Defensive Tactics, Dorm Bldg, Conference Center & Housing Bldg. Complete - Administration Bldg, Classroom Bldg, Dining Hall
PJ-0494	Classroom Building Restroom Upgrades and ADA Compliance	15%	TBD	Obtaining quotes

CENTER FOR INNOVATION (SITE 4)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0467	Lightning Protection	5%	TBD	Awaiting roof repairs
PJ-0423	State DM - CFI Exterior Envelope (Walls & Windows)	10%	TBD	GMP to June BOT for approval
PJ-0424	State DM - CFI Exterior Staircases	10%	TBD	GMP Pending April BOT approval Expected start in May

PJ-0431	CFI Smoke Exhaust Removal	10%	TBD	Pending June BOT approval
N/A	CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles
PJ-0497	CFI – 3 rd Floor Renovation	5%	TBD	PO issued to Architect
PJ-0488	CFI Roof	5%	TBD	Pending April BOT approval

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
N/A	Install Walkway to TMH Lower Parking Area	5%	TBD	Obtain MOU with TMH
N/A	Student Lockers	5%	TBD	Obtaining quotes

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	WEI Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0340	Infrastructure	10%	TBD	In progress
PJ-0353	Irrigation Well	10%	TBD	In progress
N/A	Paint Soffit and Facia	10%	May 2024	Work in progress
N/A	Paint All Exterior Wood	10%	May 2024	Work in progress
N/A	Solar Panel Framework Restoration / Soft Scrub Solar Panels	5%	August 2024	Obtaining quotes

FOUNDATION CLASSROOM RENOVATION SUMMARY

TCC PROJECT#	RENOVATED CLASSROOM	COST TO DATE
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PJ-0356	CH 234 - Classroom Renovations	\$ 19,151.32
PJ-0260	SM 129 - Classroom Renovations	\$ 42,569.77



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: CFI Roof Restoration

Item Description

This item requests approval of the attached material and services proposal No. 25-FL-231191 for the CFI Building No. 01 roof restoration project.

Overview and Background

The roof on the CFI Building #01 at the Center for Innovation Campus, TCC Site 4, is in need of structural improvements and requires repairs.

Garland/DBS, Inc. (Florida General Contractor License#CGC1533467) administered a competitive process on behalf of the College to receive quotes for the project and the following local companies provided responses:

- ACME Roofing & Sheet Metal Co., Inc.
- Crawford Roofing, Inc.
- Ferrara Consultants & Space Age Roof Tech

Crawford Roofing, Inc. was selected to perform the work.

The attached proposal no. 25-FL-231191 in the amount of \$885,892.00 received from Garland/DBS, Inc. is recommended for all roofing materials and labor required for the roof repairs. This proposal is provided under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA # PW1925) with OMNIA Partners, a purchasing cooperative available to state and local governments, including Florida State Colleges

Funding/ Financial Implications

Funds for this project are provided from the College's local funds.

Past Actions by the Board

None

Recommended Action

Approve the attached proposal no. 25-FL-231191 from Garland/DBS, Inc. as presented.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Tallahassee Community College
Center for Innovation
320 W Pensacola Street
Tallahassee, FL 32304

Date Submitted: 03/07/2024
Proposal #: 25-FL-231191
MICPA # PW1925

Florida General Contractor License #: CGC1533467
Proposal is valid til 4/30/2024

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

Demolition

1. All roofing and waterproofing materials including insulation and coping cap will be removed and properly disposed.
2. Location of dump containers will be coordinated at the pre-construction meeting
3. Service elevator maybe used to remove materials and load new materials on the rooftop
4. Clean roof deck free of any dust dirt or debris that would impact adhesion
5. Remove 4 smoke exhaust hood from roof leaving the below deck louvers in place
 - a. Install ¼" steel plate with 6" overlap on all 4 sides
 - i. Set two rows of Insulock HR adhesive on each side

Garland Roof Assembly

1. Install charcoal filters over the air intake of the chiller system
2. Prime the roof deck at a rate of .5 gallon per 100 sf
3. Torch down HPR torch directly to the structural concrete deck
4. Install 2 layers of 2.2 polyisocyanurate by adhering to the structural concrete deck
 - a. Insulock HR 2 part will mix at the tip and will have a bead pattern of 8" o.c
 - b. Polyisocyanurate will have staggard lap seam joints
5. Slope on the roof is located in the deck system at 3/16" additional ¼" taper will be installed.
6. Install ½" Densdeck Prime Gypsum board by adhering to the polyisocyanurate
 - a. Insulock HR adhesive will have a bead pattern of 8" o.c
 - b. Lap seams of Densdeck board should be taped using masking tape to avoid adhesive voids

7. Install Flexbase Plus 80 base sheet setting it in Greenlock zero VOC membrane adhesive
 - a. Coverage rate will be 2.5 gallon per 100 square foot
 - b. Weighted roller must be used to assume full adhesion of the membrane to the coverboard.
 - c. Flexbase Plus 80 should be cut to 18' lengths and allowed to relax prior to installing
 - d. Sheets should have an 8" end lap overlap dog earing the corner
 - e. Sheets once relaxed will be rolled up and rolled into the adhesive "pushing a puddle" to avoid air pockets and fish mouths
 - f. Side laps should follow the manufactured install guidelines
 8. Install Optimax FR Mineral sheet setting it in Greenlock zero VOC membrane adhesive
 - a. Coverage rate will be 2.5 gallon per 100 square foot
 - b. Weighted roller must be used to assume full adhesion of the membrane to the coverboard.
 - c. Optimax FR Mineral should be cut to 18' lengths and allowed to relax prior to installing
 - d. Sheets should have an 8" end lap overlap dog earing the corner
 - e. Sheets once relaxed will be rolled up and rolled into the adhesive "pushing a puddle" to avoid air pockets and fish mouths
 - f. Side laps should follow the manufactured install guidelines
 9. Install Cant strip at the base of any 90* transitions
 10. Install Flexbase Plus 80 as base flashing ply on curbs and parapet walls
 - a. Set base sheet in GreenLock Flashing Grade adhesive
 - i. Coverage rate will be 4 gallon per 100 square foot
 - b. Base sheet will extend 6" beyond the cant strip
 - c. Use weighted roller to ensure air pockets are removed from the ply
 11. Install Optimax FR Mineral over base sheet
 - a. Set Cap sheet in Greenlock Flashing Grade
 - i. Coverage rate will be 4 gallon per 100 sf
 - b. Cap sheet will extend 9" beyond the cant strip
 - c. Used weighted roller to ensure air pockets are removed from the ply
 12. Install Termination bar at the top of the flashing plies to avoid slippage
 - a. Install GreenLock XL 100% urethane caulking at the top seam of the termination bar
 13. Install R-Mer Seal high temp underlayment over the parapet wall
 - a. Maximum 180 days of UV exposure
 14. Install ANSI SPRI ES-1 compliant coping cap
 - a. Coping can be field fabricated by and ANSI SPRI ES-1 certified technician
 15. Existing Reglet counter flashing
 - a. Install a minimum 4" piece of "S" metal to the current Reglet counter flashing
 - b. Use pop rivets every 12" o.c to attach
 16. Roof internal drains will be restored using new compression ring and butyl sealant
 - a. Lead flashing ply will be installed over new base sheet
 - b. Two ply targets base sheet and cap sheet will be installed over lead using Greenlock Flashing Grade
 17. Once roof has cured-28 days
 - a. Install Garla-Brite Aluminized coating over the roof surface
 - i. East to West pass at .5-.75 gallon per square
 - ii. North to South pass at .5-.75 gallon per square
 18. NightLock will be used to waterproof demolition phases at the end of each day.
 - a. NightLock will provide zero waste at tie-in locations
 - b. Plastic cement will NOT be permitted as an alternate tie-in option
- ** Provide an alternate for installing new skylights on existing capped curbs**

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.08	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Concrete Deck	\$ 3.06	11,000	SF	\$ 33,660.00
6.16.09	Roof Deck and Insulation Option: INSTALL PRIOR TO ROOF SYSTEM INSULATION: VAPOR BARRIER OPTION: TORCH-APPLIED VAPOR BARRIER ON CONCRETE DECK: Prime Deck Prior to Heat Welding with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	\$ 4.96	11,000	SF	\$ 54,560.00
6.10.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 8.03	11,000	SF	\$ 88,330.00
4.24	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	\$ 0.96	11,000	SF	\$ 10,560.00
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 14.18	11,000	SF	\$ 155,980.00
12.02.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 4.93	11,000	SF	\$ 54,230.00
12.02.05	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: INTERPLY ADHESIVE OPTION: Add/Deduct for Cold Applied Modified Multi-ply Systems Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	\$ 2.17	11,000	SF	\$ 23,870.00

12.09.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 7.73	11,000	SF	\$ 85,030.00
12.09.06	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: MEMBRANE ADHESIVE OPTION: Add/Deduct for Cold Applied Modified BUR Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	\$ 2.09	11,000	SF	\$ 22,990.00
20.01.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 18.03	3,500	SF	\$ 63,105.00
20.01.12	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for No VOCs, 100% Solids Cold Process Flashing Adhesive Application	\$ 12.17	3,500	SF	\$ 42,595.00
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	\$ 2.70	11,000	SF	\$ 29,700.00

	Sub Total Prior to Multipliers				\$ 664,610.00
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	664,610.00	%	\$ 166,152.50
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	664,610.00	%	\$ 66,461.00
22.09	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 50 FT, BUT LESS THAN OR EQUAL TO 100 FT Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 5 stories, but are less than or equal to an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.	35	664,610.00	%	\$ 232,613.50
	Total After Multipliers				\$ 1,129,837.00

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 1,129,837.00
Proposal Price Based Upon Market Experience: \$ 885,892.00

Garland/DBS Price Based Upon Local Market Competition:

Crawford Roofing Inc.	\$ 885,892.00
Ferrara Consultants & Space Age Roof Tech	\$ 947,677.98
ACME Roofing & Sheet Metal	\$ 1,214,132.64
Harrell Roofing	Declined to Bid
NBC	Declined to Bid
Whitco Roofing	Declined to Bid

Crawford Roofing Inc. - Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	\$ 5.70	per Board Ft.
Decking Repair	\$ 22.80	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held til 4/30/2024. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are included. If additional permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are included.
8. Hurricane Demobilization is excluded.
9. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Architect Invoices

Item Description

This item requests that the Board approve the architect invoices submitted for the month of March 2024.

Overview and Background

The College is under contract with six architectural firms; Architects | Lewis + Whitlock PA, BKJ, Inc. Architecture, Clemons, Rutherford & Associates, Inc., DAG Architects Inc., EMI Architects and Fitzgerald Collaborative Group, LLC to provide architectural and engineering services for projects at all sites and counties. To ensure quality, the six firms will be assigned projects on a rotational basis with standardized hourly fees.

Architects | Lewis + Whitlock, PA - \$0.00
BKJ, Inc. Architecture - \$26,459.66
Clemons, Rutherford & Associates, Inc. - \$0.00
DAG Architects, Inc. - \$15,590.00
EMI Architects - \$0.00
Fitzgerald Collaborative Group, LLC - \$17,570.10

Past Actions by the Board

The Board last authorized architect invoices at the March 18, 2024 meeting.

Funding/ Financial Implications

Funds for minor projects and Master Plans are available from the Capital Improvement fees.

Recommended Action

Authorize payment of architectural invoices as presented.

INVOICE NO. 2
 PROJECT INVOICE NO. 4



TO: Tallahassee Community College
 ATTN: Accounts Payable
 444 Appleyard Drive
 Tallahassee, Florida 32304-2895

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-019124

FROM: BKJ Inc. Architecture
 1621 Physicians Drive
 Tallahassee, Florida 32308

Project Name:
 AC Building #8 Third Floor Improvements

Date: 3/6/24

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:					
SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
BASIC SERVICES					
Design Development	\$20,965.00	100%	\$20,965.00	\$20,965.00	\$0.00
Construction Documents	\$26,400.00	100%	\$26,400.00	\$0.00	\$26,400.00
Permit/Bid	\$3,150.00	0%	\$0.00	\$0.00	\$0.00
Construction Administration	\$10,350.00	0%	\$0.00	\$0.00	\$0.00
ADDITIONAL SERVICE					
MEP Existing Conditions	\$2,840.00	100%	\$2,840.00	\$2,840.00	\$0.00
Reimbursable Expenses	\$250.00	24%	\$59.66	\$0.00	\$59.66
GRAND TOTALS	\$63,955.00		\$50,264.66	\$23,805.00	\$26,459.66
Total due Architect/Engineer					\$26,459.66

Please remit payment to the following address:

BKJ, Inc. Architecture
1621 Physicians Drive
Tallahassee, FL 32308

Thank you for your business. Please do not hesitate to call me if you have any questions. We appreciate the opportunity to provide architectural services to your organization.

CERTIFIED TRUE AND CORRECT BY:

Bonnie Davenport
 (Signature of Principal)

Bonnie Davenport AIA, President
 (Typed Name and Title)

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32304
 United States of America
 Federal ID: 59-1141270
 Tax Exemption ID: 85-80-125307-72C8



Purchase Order

Purchase Order Number	PO-019124
Purchase Order Date	11/20/2023
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Supplier:
BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

Ship To:
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Comments:
PJ-0485 AC Bldg#08 Third Floor Renovations/Upgrades - A/E Fees Contact: Trey.Kimbrel@tcc.fl.edu Invoice: Jenny.Shuler@tcc.fl.edu **REF: TCC RFQ 2022-11; Approved at the January 17, 2023 BOT Meeting**

Bill To:
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	63,955.00	0.00	63,955.00

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Proposal for full architectural/engineering (A/E) services, from design development through construction administration services, for the proposed improvements to the 3rd floor of the AC building#08 located on TCC Site 1 Campus at 444 Appleyard Drive in Tallahassee, Florida. Specifics per attached proposal dated November 17, 2023.				63,955.00

Messages

Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"
 To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

Director of Procurement and Auxiliary Services
 Dustin Frost

Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304
United States of America
Federal ID: 59-1141270
Tax Exemption ID: 85-80-125307-72C8

Purchase Order

Purchase Order Number	PO-019124
Purchase Order Date	11/20/2023
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

East Store Invoice

Bill To

BKJ, Inc
 1621 Physicians Drive
 Tallahassee, FL 32308

23.148
 TCC AC Bldg 3rd Floor Improvements

Date 1/22/2024

Invoice # 114833

Ordered By Michael

Terms Card on File

Invoiced By CAE

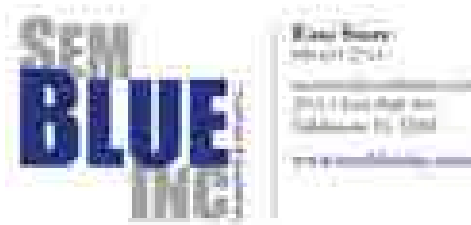
Account # B015

Total \$59.66



SIGN HERE:

There will be a \$35 for all returned checks.
 A Finance Charge of 1.5% per month may be assessed on all 90 day past due balances.
 In the event of non-payment, collection fees and/or reasonable attorney fees will be charged to the customer.



Date 1/22/2024

Invoice # 114833

Ordered By: Michael

Terms Card on File

Bill To

BKJ, Inc
 1621 Physicians Drive
 Tallahassee, FL 32308

Account # B015

Customer Billing Information:

23.148
 TCC AC Bldg 3rd Floor Improvements

Thank you for your business.

Invoice

Description	Qty	Rate	Amount
24 x 36 B&W Copy	30	1.85	55.50T

Please Remit Payment To:

Seminole Blueprint, Inc
 2915-1 East Park Avenue
 Tallahassee, FL 32301

Tax ID# 20-8045535

There will be a \$35 for all returned checks.
 A Finance Charge of 1.5% per month may be assessed on all 90 day past due balances.
 In the event of non-payment, collection fees and/or reasonable attorney fees will be charged to the customer.

Subtotal	\$55.50
Sales Tax (7.5%)	\$4.16
Total	\$59.66



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21094_0224
 Date 02/29/2024
 Project 21094 WEI MASTER PLAN UPDATE

Professional Architectural Services

PHASE 1 - Site 6 (WEI)
 PO-014617

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,500.00	0.00	0.00	0.00	0.00
Task 2 - Executive Summary	69,400.00	16.17	11,225.00	11,225.00	0.00
Task 3 - Existing Conditions	54,500.00	35.96	19,600.00	19,600.00	0.00
Task 4 - Planning Elements	164,500.00	82.46	132,444.00	135,642.75	3,198.75
Task 5 - Decision Themes	31,600.00	22.70	6,600.00	7,173.75	573.75
Task 6 - Master Plan & Graphics	39,900.00	99.90	38,767.50	39,860.00	1,092.50
Task 7 - Conclusion	1,933.00	0.00	0.00	0.00	0.00
Total	363,333.00	58.76	208,636.50	213,501.50	4,865.00

Invoice total **4,865.00**

Agging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21094_1223	12/31/2023	403.75			403.75		
21094_0224	02/29/2024	4,865.00	4,865.00				
	Total	5,268.75	4,865.00	0.00	403.75	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21114_0224
 Date 02/29/2024
 Project 21114 FPSI MASTERPLANNING

Professional Architectural Services

PO-014772

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,825.00	100.00	1,825.00	1,825.00	0.00
Task 2 - Executive Summary	59,130.00	19.12	11,305.00	11,305.00	0.00
Task 3 - Existing Conditions	41,890.00	21.11	8,842.50	8,842.50	0.00
Task 4 - Planning Elements	86,328.00	47.24	31,435.00	40,785.00	9,350.00
Task 5 - Decision Themes	16,985.00	100.00	16,985.00	16,985.00	0.00
Task 6 - Master Plan & Graphics	30,825.00	64.74	18,582.50	19,957.50	1,375.00
Task 7 - Conclusion	1,815.00	83.33	1,512.50	1,512.50	0.00
Total	238,798.00	42.38	90,487.50	101,212.50	10,725.00

Invoice total **10,725.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21114_0224	02/29/2024	10,725.00	10,725.00				
	Total	10,725.00	10,725.00	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



TALLAHASSEE - ATLANTA

Fitzgerald Collaborative Group, LLC

Tallahassee Community College
Jenny Shuler
444 Appleyard Drive
Tallahassee, FL 32304-2895

Invoice number 230202_0324
Date 03/27/2024

Project 230202 TCC - SOLAR PANEL CANOPIES
FOR MAIN CAMPUS

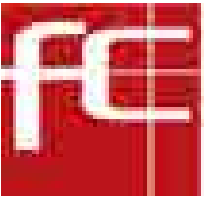
Purchase Order # PO-017463

Table with 6 columns: Description, Contract Amount, Percent Complete, Prior Billed, Total Billed, Current Billed. Rows include Basic Services (Schematic Design, Design Development, etc.) and Additional Required Services (Schematic Designn -Independent Green Technologies, etc.).

Invoice total 6,650.00

Aging Summary

Table with 8 columns: Invoice Number, Invoice Date, Outstanding, Current, Over 30, Over 60, Over 90, Over 120. Shows aging details for invoice 230202_0324.



TALLAHASSEE • ATLANTA

Tallahassee Community College

Project 230202 TCC - SOLAR PANEL CANOPIES FOR MAIN CAMPUS

Invoice number 230202_0324

Date 03/27/2024

We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



Fitzgerald Collaborative Group, LLC

Tallahassee Community College
Jenny Shuler
444 Appleyard Drive
Tallahassee, FL 32304-2895

Invoice number 240201_0324
Date 03/28/2024
Project 240201 TCC SOLAR CANOPY CUP BLDG #28

For Professional Architectural Services

P.O. No. PO-019707

Table with 6 columns: Description, Contract Amount, Percent Complete, Prior Billed, Total Billed, Current Billed. Rows include Basic Services, Measured Drawings, Schematic Design, Design Development, etc.

Invoice total 10,920.10

Aging Summary

Table with 8 columns: Invoice Number, Invoice Date, Outstanding, Current, Over 30, Over 60, Over 90, Over 120. Shows aging details for invoice 240201_0324.

We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Guaranteed Maximum Price – TCC CFI Stair Tower Improvements Project

Item Description

This item requests approval of the Guaranteed Maximum Price (GMP) for the TCC CFI Stair Tower Improvements Project.

Overview and Background

This project includes improvements to the exterior Stair Tower at TCC's downtown Center for Innovation (CFI) Building No. 01. Scope includes phased demolition of existing exterior stair components, metal stair/framing repair, new wall penetration protections, new steel framing, new gate/panel systems to secure lower level of stair, new metal panel systems, new industrial painting systems, new door systems, access control, flashing systems, and signage with exterior lighting. The building will remain partially occupied during construction and is located at TCC Center for Innovation (CFI) Campus (Site 4), 300 West Pensacola Street, Tallahassee, FL 32301.

The requirements for the GMP solicitation process were reviewed and completed by Cook Brothers, Inc. The bid specifications were approved by TCC and Cook Brothers, Inc., and released to the public on January 14, 2024. Proposals from sub-contractors were opened on February 15, 2024 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the construction of the TCC CFI Stair Tower Improvements Project is \$1,444,307.54 with supporting documents attached.

Funding/ Financial Implications

The GMP for this project is \$1,444,307.54. This construction contract will be funded by from PECO/Deferred Maintenance and Local College funds.

Past Actions by the Board

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the January 17, 2023 BOT meeting.

Recommended Action

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Cook Brothers, Inc., for the TCC CFI Stair Tower Improvements Project.

**AGREEMENT BETWEEN THE DISTRICT BOARD OF
TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE
AND CONSTRUCTION MANAGER FOR CERTAIN PROJECTS**

THIS AGREEMENT made this **18th** day of **August**, 2023, between The District Board of Trustees of Tallahassee Community College (hereinafter called “TCC”) and **Cook Bros Inc.**, (hereinafter called the Construction Manager”).

Whereas, the primary intent of this Agreement is to obtain construction management services for projects related to TCC.

Whereas, the parties understand that the construction and projects contemplated under this Agreement shall be specified on an individual basis, and a separate Purchase Order and Project Description shall be provided for each project. This Agreement is intended to outline the general terms and conditions of the parties’ duties related to the future construction and projects.

To carry out the intent of this Agreement, TCC and the Construction Manager agree as set forth below:

ARTICLE 1

Definitions

- 1.1 Terms used in this Agreement shall have the following meanings:
 - 1.1.1 “Contract Documents” means this Agreement and all other documents relevant to the services, projects, and construction addressed in this Agreement.
 - 1.1.2 “Trade Contractor” means any contractor or subcontractor providing construction and/or services related to the projects herein. “Trade Contractor” and “Subcontractor” shall be used interchangeably.

ARTICLE 2

The Construction Team and Extent of Agreement

- 2.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect/Engineer and TCC’s representatives, where applicable, in furthering the interests of TCC and meeting its obligations under this Agreement. The Construction Manager agrees to furnish efficient business administration, management, and superintendence and to use its best efforts to complete the Projects to which it is assigned in an expeditious, competent, and economical manner consistent with the interests of TCC.
- 2.2 The Construction Team: The Construction Manager, TCC, TCC’s representative, and the Architect/Engineer (collectively the “Construction Team”) will work as a team through the commencement of Construction Manager’s services and construction completion. The Construction Manager shall provide leadership to the

Construction Team on all matters relating to construction. The Architect/Engineer will provide leadership to the Construction Team on all matters relating to design.

- 2.3 Extent of the Agreement: This Agreement is complementary to the Drawings and Specifications, Project Manuals, Purchase Orders, and any future specific agreements between the parties, and together with them, represents the entire agreement between TCC and the Construction Manager and supersedes all prior negotiations, representations or agreements. If this Agreement conflicts with the Drawings and Specifications, Project Manuals, Purchase Orders, or any other future agreements between the parties, this Agreement shall control unless expressly provided for otherwise in a writing signed by both parties. Where this Agreement is silent, the requirements of the Drawings and Specifications, Project Manual and purchase orders will prevail. This Agreement may be amended only by written instrument signed by TCC and the Construction Manager.

ARTICLE 3

Construction Manager's Services

- 3.1 The Construction Manager's Basic Services under this Agreement include construction and management services for certain Projects which cost \$0 - \$4,000,000 each (Projects). Each specific Project will be described in a Purchase Order pursuant to the terms of this Agreement. The Purchase Order shall be considered part of the Contract Documents and incorporated into this Agreement. The Construction Manager will submit a guaranteed maximum price proposal for each Project. Should TCC and Construction Manager not reach an agreement (which would be confirmed by a Purchase Order) on the Project, TCC reserves the right to cease negotiations for that Project and perform the work by other means, including but not limited to employing a different construction manager, without affecting this Agreement or any other Project.
- 3.2 The Construction Manager shall cooperate closely with the Architect/Engineer, TCC, TCC's representative, and the building code inspector and shall be responsible for the successful completion of the Projects.
- 3.3 Unless otherwise authorized by TCC, all Work shall be performed under Trade Contracts held by the Construction Manager. **The Construction Manager may not bid any of the Trade Contractor Work** or perform such Work with its own forces or employees unless it obtains prior written consent of TCC. The Construction Manager shall:
- 3.3.1 Provide preliminary evaluation of the Project and Project budget requirements, each in terms of the other. Assist TCC and the Architect/Engineer in achieving mutually agreed upon Project and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.
- 3.3.2 Review all design documents for constructability and compliance with applicable laws, rules, codes, design standards, and ordinances. Prior to bid, without assuming the responsibilities of the Architect/Engineer, the Construction Manager shall bring

Materials, freight charges FOB project site, and sales taxes applicable thereto), the Construction Manager shall submit to TCC a list, prepared by applicable Trade Contractors, of materials and equipment appropriate for consideration by TCC as direct Purchase Materials.

- 3.3.21.2 If TCC elects to purchase any Direct Purchase Materials, it shall so notify the Construction Manager and the construction Manager shall thereafter promptly furnish to the TCC, at least seven (7) days prior to the date such Direct Purchase Materials must be ordered, a purchase order request reflecting the approved Direct Purchase Materials, together with acceptable evidence that the Construction Manager competitively bid for the portion of the Work which includes the Direct Purchase Materials. Acceptable evidence means, at a minimum, that the Construction Manager performed all advertising required by this Agreement, utilized pre-qualification criteria approved by TCC and obtained written, sealed quotes from at least (3) bidders for the applicable portions for the Work; or provide a written explanation if any of the above criteria is not met. In addition, the Construction Manager shall reduce the applicable Trade Contractor's subcontract amount by the cost of the Direct Purchase Materials and sales tax related thereto.
- 3.3.21.3 Upon TCC's receipt of the purchase order request and supporting materials, TCC will review the same and, if approved, issue a purchase order directly to the supplier of the applicable Direct Purchase Material, with delivery F.O.B. Project site. Upon delivery of the Direct Purchase Materials to the Project site, the Construction Manager shall ensure that the Direct Purchase Materials are as requested in TCC's purchase order. The Construction Manager shall immediately document receipt of the materials and the content of the shipment and shall forward all paperwork including Receiving Reports, Bills of Lading, Packing Slips, Invoices and associated back-up documentation to TCC. Upon receipt of the properly prepared invoice from the supplier, TCC will process the invoices and issue payment directly to the applicable supplier.
- 3.3.21.4 Upon issuance of a purchase order to the material supplier, the Construction Manager shall develop an Owner's Contingency budget within the Schedule of Values. Use of these funds will be at the sole discretion of TCC and may, at the direction of TCC, be incorporated into a deductive change to the Guaranteed Maximum Price.
- 3.3.21.5 At no additional cost to TCC and as required by the Agreement, the Construction Manager shall continue builders risk insurance on the Direct Purchase Materials, naming TCC as the insured or an additional insured. TCC shall reimburse the Construction Manager for the cost of such insurance as provided by the Agreement.
LC Initial SPW Initial
- 3.3.21.6 Except to the extent modified by this section, the Construction Manager shall be responsible for satisfying all of its other obligations with respect to the Direct Purchase Materials pursuant to this Agreement, as if the direct Purchase Materials had been purchased by it. There shall be no additional charge to TCC for services provided pursuant to this section.

- 3.3.24 The Construction Manager shall develop and maintain an effective system of Project cost control which is satisfactory to TCC. Revise and refine the initially approved Project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise TCC and Architect/Engineer whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly report outlined in Subparagraph 3.3.32 herein.
- 3.3.25 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. TCC shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.
- 3.3.26 Without assuming any of the Architect/Engineer's responsibilities for design, recommend necessary or desirable changes to TCC and the Architect/Engineer, review requests for changes, and submit recommendations for changes to TCC and Architect/Engineer.
- 3.3.27 When requested by TCC or Architect/Engineer, promptly prepare and submit estimates of probable cost for changes proposed in the Work, including similar estimates from the Trade Contractors. If directed by TCC, promptly secure formal written Change Order Proposals from such Trade Contractors.
- 3.3.28 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors. The OSHA guidelines shall serve as the basis for the construction safety programs.
- 3.3.29 Promptly notify TCC, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.
- 3.3.30 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to TCC's representative on request.
- 3.3.31 Make provisions for Project security acceptable to TCC, to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, etc., as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.
- 3.3.32 Record the progress of the Project. Submit written monthly progress reports to TCC and the Architect/Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log of activities and the status of each Project available to TCC and the

- Architect/Engineer. Report and record such additional information related to construction as may be requested by TCC.
- 3.3.33 Schedule and coordinate all inspections and tests required by the specifications and the Building Code Inspector.
- 3.3.34 Ensure that all subcontractors are keeping as-builts up to date. TCC shall have the right to view as-builts at any time. As-builts shall be maintained at the job site.
- 3.3.35 Ensure and document correction of non-conforming and substandard work, in conjunction with TCC's representative.
- 3.3.36 Schedule and coordinate test and balance, substantial completion, building commissioning, and occupancy inspections.
- 3.3.37 Coordinate the delivery of instructions for operating all building systems, including training of maintenance staff of TCC.
- 3.3.38 Prepare final project accounting and provide written evaluation of the Architect/Engineer and major subcontractors.
- 3.3.39 Provide a minimum one-year warranty on all parts and labor. Other warranties as specified.
- 3.3.40 Ensure timely completion of warranty work during the warranty period.
- 3.3.41 Schedule warranty inspections and ensure timely completion of required work generated by the inspections.
- 3.3.42 Assist in the transfer of the Project to TCC, including the delivery of as-builts, warranties, guaranties, and operating instructions.
- 3.3.43 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous materials, as described by federal guidelines, brought to the site by the Construction Manager or the Trade Contractors, shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred.
- 3.3.44 The Construction Manager shall be responsible for securing an NPDES permit from the Florida Department to Environmental Protection, if applicable. The construction Manager shall maintain a clean site, limiting exposure of litter and hazardous materials to stormwater, and shall be responsible for erosion control and stormwater sediment. The Construction Manager is responsible for any penalties or fines incurred due to improper maintenance of permit documentation or of the site.

- 3.3.45 The Construction Manager shall report all injuries to any personnel on the job site, no matter how minor, to TCC's project manager within 24 hours of occurrence.

ARTICLE 4

TCC's Responsibilities

- 4.1 TCC shall designate a representative to act on its behalf. This representative, or his/her designee, will monitor the progress of the Work, serve as liaison with the Construction Manager and the Architect/Engineer, receive and process communications and paperwork, and represent TCC in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.
- 4.2 TCC may retain an independent inspector to evaluate and advise as to the Construction Manager's services, the Work, the construction, and whether all applicable laws and regulations are being met. Such inspector shall not interfere or prevent the performance of the Work or construction.

ARTICLE 5

Schedule

- 5.1 The number of days for performance of the Work shall be established as part of the GMP and reflected in the Purchase Order Amendment for each Project
- 5.2 In the event TCC desires to accelerate the schedule for any portion of the Work, TCC shall notify the Construction Manager in writing. Within seven (7) days, the Construction Manager shall give TCC a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. TCC may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event, TCC shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall provide such records to TCC.
- 5.3 TCC shall have the right to occupy, or use, any portion of the Work or area that is completed ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Work or the schedule for the Work, the use or occupancy will be treated as a change in the Work in accordance with Article 10, herein.

ARTICLE 6

Guaranteed Maximum Price

- 6.1 The “Guaranteed Maximum Price” (“GMP”) includes Cost of the Work required by the Contract Documents for each Project, the Construction Manager’s Fee as defined in Article 7 herein, and the Construction Contingency as defined in Article 9 herein. The GMP will be established according to the formula herein and based on the Contract Documents for each Project. The GMP is subject to modification as allowed in this Agreement or for changes in the Work as provided in Article 10 herein. An acceptable detailed cost breakdown containing all costs that makeup the GMP shall be given to TCC prior to a purchase order being given.
- 6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established. The anticipated tax savings under the Direct Material Purchase program shall be listed as a line item on the GMP.
- 6.3 All cost savings for the not-to-exceed value of the GMP shall be returned to TCC as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work. “Cost savings” are the net difference obtained by deducting from the adjusted or final GMP, the Construction Manager’s Fee, the expended portions of the Construction Manager’s contingency and the actual expenditures representing the Cost of the Work as defined in Article 8 herein. Liquidated damages, if any, are different from and is not a part of, this calculation.
- 6.4 By execution of this Agreement, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished TCC in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums which TCC determines was due to inaccurate, incomplete, or non-current factual unit costs.
- 6.5 Adjustments to the GMP will be made as permitted by this Agreement or future Contract Documents.
- 6.6 In no event will TCC be obligated to pay the Construction Manager more than the adjusted or final GMP.

ARTICLE 7

Payments to Construction Manager

- 7.1 In consideration of the performance of the Agreement, TCC agrees to pay the Construction Manager, as compensation for its services, as follows:
- 7.1.1 Upon acceptance of the GMP, which includes the Construction Manager’s Fee, the Cost of the Work, and the Construction Contingency, payment will be made monthly according to the following procedure. No later than the fifth (5th) of every month after the Purchase Order has been executed, the Construction Manager shall furnish copies of all invoices and evidence of expenditures related to the Work and construction, including, but not limited to, those related to the Trade Contractors,

subcontractors, services, fees, and equipment. At the time of the furnishing of such invoices and evidence of expenditures, the Construction Manager shall also furnish an itemized statement for all expenditures during the period for which it seeks payment from TCC. The itemized statement shall provide the following in an easily understandable format: (1) the total payment sought for that period; and (2) a brief description and amount for each of the services, goods, and/or expenses for which payment is sought for that period. Within thirty (30) days of receipt of the properly submitted documents from the Construction Manager, TCC shall make payment to the Construction Manager pursuant to the terms of this Agreement and the Contract Documents.

7.1.2 Within seven working days from receipt of payment from TCC, the Construction Manager shall pay each Trade Contractor and/or subcontractor out of the amount paid to the Construction Manager on account of such Trade Contractor's and/or subcontractor's Work, the amount to which said Trade Contractor and/or subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's and/or subcontractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor and/or subcontractor, require each Trade Contractor and/or subcontractor to make payments to its subcontractors in a similar manner.

7.1.3 As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed by TCC within 40 days after receipt of the invoice and receipt, inspection and approval of the services, TCC shall pay to the Construction Manager, in addition to the amount of the invoice, interest at the rate established in the Florida Statutes, on the unpaid balance from the expiration of such 40-day period until such time as the warrant is mailed to the Construction Manager. These provisions apply only to undisputed amounts for which payment has been authorized. Invoices or pay requests returned to the Construction Manager due to preparation errors will result in a payment delay. Payment requirements do not start until the documents required in this Article (Article 7) are properly submitted to TCC. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, (800) 848-3792.

7.2 The Construction Manager's fee for each project under this agreement shall be 12.00%. Included in the Construction Manager's Fee is the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all pension contributions, hospitalizations, bonuses, phone, fuel and vehicle allowances, vacations, medical insurance assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office at the Project site.

- 8.3 Cost of the Work for each Project includes and is limited to actual expenditure for the following cost items:
- 8.3.1 Subject to prior approval by TCC, wages paid for labor in the direct employ of the Construction Manager other than those provided under Article 7, herein, as part of the Construction Manager's Fee, in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by TCC and Construction Manager, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- 8.3.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof shall be included in the Cost of Work.
- 8.3.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.
- 8.3.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Agreement, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by TCC.
- 8.3.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.
- 8.3.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence. If royalties or losses and damages, including cost of defense, are incurred which arise from a particular design, process or the product of a particular manufacturer or manufacturers specified by TCC or Architect/Engineer, and the Construction Manager had no reason to believe there would be infringement of patent rights, such royalties, losses and damages shall be paid by TCC and the GMP shall be adjusted by Change Order to compensate the Construction Manager for the increased costs. If the Construction Manager has actual knowledge that use of the particular design, process or product would infringe a patent(s) and fails to provide written notice to TCC before using such design, process or product, then no royalties, losses or damages arising from use of such design, process or product shall be a Cost of the Work
- 8.3.7 Cost of removal and disposal of all debris including clean-up and trash removal.
- 8.3.8 Cost incurred due to an emergency affecting the safety of persons and/or property.
- 8.3.9 Legal costs reasonably, and properly, resulting from prosecution of the Work for TCC provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and TCC or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the

responsibility of the Construction Manager and shall not be included in the Cost of the Work.

- 8.3.10 Cost to the Construction Manager of temporary electric power, lighting, water and heat required for the performance of the Work, or required to protect the Work from weather damage.
- 8.3.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees necessary for the Work and construction contemplated by this Agreement.
- 8.3.12 Cost of watchmen or similar security services.
- 8.3.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Agreement.
- 8.3.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.
- 8.3.15 Cost of data processing services required in the performance of the services as outlined in this Agreement.
- 8.3.16 All costs for reproduction of documents required or produced in connection with this project.
- 8.3.17 All costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee set forth in Article 7, herein.
- 8.3.18 Cost of deductibles for insurance claims.
- 8.3.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen which are employed or consumed in the performance of the Work.
- 8.3.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.
- 8.3.21 Costs associated with setting up and demobilizing tool sheds, project field offices, temporary fences, temporary roads, and temporary fire protection.
- 8.3.22 The cost of its field employees, herein, or their approved replacements, including the cost of all pensions, contributions, hospitalization, bonuses, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries for said field employees (Labor Burden). TCC will reimburse labor burden as a percentage

of the total allowable benefits as established by the U.S. Bureau of Labor Statistics for the construction industry. The Labor Burden will be determined for each member of the jobsite team billable under staffing costs. The Labor Burden must be reviewed and approved by TCC before the commencement of the project and preparation of the GMP.

8.3.23 Cost of equipment such as typewriters, cameras, radios, telephone service at the site, computers, pagers, copiers, facsimile equipment, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager, subject to approval by TCC.

8.3.24 All costs associated with the bidding of the work to Trade contractors, including advertising and document reproduction, whether these costs are incurred prior to or after the execution of a GMP Amendment to this Agreement.

ARTICLE 9

Construction Contingency

9.1 The GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to the construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by TCC. Documentation for use of the contingency shall be determined by the Construction Team. The Architect/Engineer shall verify the actual costs. Expenditures charged to the contingency shall have a signed authorization by TCC's representative prior to the expenditure being made. No funds shall be expended from the contingency fund without the written consent of TCC's representative. Such authorization shall not be unreasonably withheld. Remaining unused funds shall be credited in the final invoice to TCC.

ARTICLE 10

Changes in the Work

10.1 TCC, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized by TCC and identified by a Change Order which shall describe all changes, additions, deletions, and/or revisions of the Work and the corresponding changes in the Cost of the Work and Construction Manager's Fee. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of TCC.

ARTICLE 11

Discounts

- 11.1 All quantity discounts shall accrue to TCC. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to TCC.

ARTICLE 12

Insurance

- 12.1 At its own expense, Construction Manager shall obtain for itself and its personnel before providing any services, and will maintain the following insurance coverage throughout the term of this Agreement. Construction Manager shall name TCC as an additional insured on each insurance policy and provide a certificate of insurance evidencing such coverage to TCC upon request.
- 12.2 Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for any vehicles of Construction Manager) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
- 12.3 Property insurance upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of TCC, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items.
- 12.4 Worker's compensation insurance in the statutory coverage amount as required by the laws of the jurisdiction in which the services, Work, and construction are performed.
- 12.5 TCC may unilaterally elect to purchase Builders Risk insurance under a TCC Provided Insurance Program, in which case the Construction Manager will not be required to provide insurance, but will provide coordination with TCC and TCC's insurance administrator, as required.

ARTICLE 13

Indemnity

- 13.1 Construction Manager agrees to indemnify, hold harmless and defend TCC, the State of Florida, its agencies, and all of their respective officers, employees, agents, and representatives from and against all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, reasonable attorney's fees and costs of suit, to the fullest extent permitted by Florida law, including but not limited to:

- 13.1.1 Construction Manager's failure to comply with the terms of this Agreement.
- 13.1.2 Any bodily injury death or property damage, as a result of, or related to or connected with the work or construction contemplated under this Agreement
- 13.1.3 Payment of withholding taxes, social security taxes, benefits (if applicable), unemployment and any other payroll deductions as required by law.
- 13.1.4 Breach of any warranty.
- 13.1.5 Failure to comply with the applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, orders and/or programs related to the Work and the construction contemplated under this Agreement

ARTICLE 14

Payment and Performance Bond

- 14.1 For projects in excess of \$100,000 the Construction Manager shall secure a Payment and Performance Bond for 100% of the sum, up to the Guaranteed Maximum Price. The surety company issuing the bond must be licensed to do business in Florida and must have a Best Rating of "A." The form of the Payment and Performance Bond shall be consistent with that provided for in A.I.A. Document A-312, latest edition.

ARTICLE 15

Miscellaneous Provisions

- 15.1 **BINDING EFFECT:** TCC and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives of the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither TCC nor Construction Manager shall assign this Agreement without the written consent of the other.
- 15.2 **CONTROLLING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit or action related to the breach or non-performance of any provision of this Agreement shall be in a court of competent jurisdiction in Leon County, Florida.
- 15.3 The Construction Manager warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Construction Manager) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Construction Manager) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 15.4 As required by Section 287.058, Florida Statutes, this contract may be unilaterally canceled by TCC for refusal by the Construction Manager to allow public access to all documents, papers, letters, or other material subject to the provision of Chapter 119, Florida Statutes, and made or received by the Construction Manager in conjunction with the contract.
- 15.5 The Construction Manager warrants that neither it, nor any supplier, subcontractor, or consultant employed or to be employed in connection with this Project has been on the convicted vendor list for a public entity crime within the past 36 months, as required by Section 287.133, Florida Statutes.
- 15.6 **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15.7 **STANDARD OF PERFORMANCE:** Construction Manager shall provide the services under this Agreement in accordance with generally accepted industry standards of care and competence. Construction Manager hereby warrants that its personnel have the professional qualifications, skill, and competence to carry out the services contemplated in this Agreement.
- 15.8 **RELATIONSHIP:** The parties to this Agreement agree that the relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement or any Work Order shall be deemed to create an employment, partnership, agency, or joint venture relationship between the parties, the parties' staff or representatives.
- 15.9 **TERM:** This Agreement shall be effective for a period of one (1) calendar year from the date of execution of this Agreement. However, TCC shall have the option of extending the term of this Agreement for two (2) additional one (1) calendar year periods. The terms and conditions herein shall apply equally to all extensions. It is hereby agreed that if the each specific sub- project is not "Substantially Complete" or within such further time if any, as in accordance with the provisions of the contract documents should be allowed for such substantial completion, the contractor shall pay to Owner as liquidated damage for such delay, and not as a penalty, \$500.00 (Five Hundred dollars and no cents) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion has been fully accomplished. It is also hereby agreed that if each project is not finally completed in accordance with the requirement of the contract documents, the contractor shall pay to the owner as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above.
- 15.10 **LICENSURE; COMPLIANCE WITH LAWS AND REGULATIONS:** Construction Manager warrants that it is, and will remain during the term of this Agreement, a general contractor licensed in the State of Florida. Construction Manager further warrants that it will require all Trade Contractors and subcontractors to produce

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

***** CONSTRUCTION MANAGER *****


Witness Rene Caldwell

By: 
S. Lightfoot Cook - President

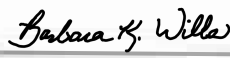

Witness Joshus Collins

Date: August 18, 2023

*** THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE ***

TALLAHASSEE COMMUNITY COLLEGE


Witness

By: 

Leah C. Haas
Witness

Date: 08/21/2023

Center for Innovation Stair Repair & Exterior Improvements

GMP Price Summary

March 28, 2024

24.02.27

Project Name:	Center for Innovation Stair Repair & Exterior Improvements
Project Number:	0
Project Address:	350 S. Duval St., Tallahassee, FL 32301

Project Architect:	Architects Lewis + Whitlock
AIA Address:	206 West Virginia Street, Tallahassee, FL 32301

Estimated Start Date:	1/0/1900
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Preconstruction Fee	\$ 5,133.58
Construction Phase Fee	\$ 133,120.43
General Conditions	\$ 83,622.00
Bid Packages - Subcontractor Work	\$ 1,008,977.00
Bond/Insurance	\$ 30,771.33
Project Contingency	\$ 75,697.46
OH & Fee	\$ 106,985.74

TOTAL GMP	\$ 1,444,307.54
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CBI Project Manager:	Jay Beard
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Proposed Superintendent:	Herman Lipford
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April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Guaranteed Maximum Price – TCC Softball-Baseball Complex Improvements Project

Item Description

This item requests approval of the Guaranteed Maximum Price (GMP) for the TCC Softball-Baseball Complex Improvements Project.

Overview and Background

The Softball-Baseball Complex improvements project includes a new Parking lot with site fencing, lighting, and stormwater improvements. Restroom upgrades for existing Concessions building and press box improvements at Softball. New stadium wrap foundations with wall/canopy systems for Baseball. New seating for Baseball and Softball along with misc. site improvements for hardscape areas and ADA upgrades. All HVAC and plumbing fixtures in the renovated spaces will be replaced and upgraded. The adjacent athletic buildings and field houses will remain occupied during construction. This project is located on TCC's Main Campus (Site 1), at 444 Appleyard Drive in Tallahassee, Florida.

The requirements for the GMP solicitation process were reviewed and completed by Southern Standard Construction. The bid specifications were approved by TCC and Southern Standard Construction and released to the public on January 28, 2024. Proposals from sub-contractors were opened on March 20, 2024 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the construction of the TCC Softball-Baseball Complex Improvements Project is \$1,249,146.00 with supporting documents attached.

Funding/ Financial Implications

The GMP for this project is \$1,249,146.00. This construction contract will be funded by Federal and local College funds.

Past Actions by the Board

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the November 21, 2022 BOT meeting.

Recommended Action

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Southern Standard Construction, for the TCC Lifetime Sports Complex Interior Renovations Project.



GUARANTEED MAXIMUM PRICE PROPOSAL FORM

TO: Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, Florida 32304-2815

FROM: Southern Standard Construction LLC
 3233 Thomasville Road
 Tallahassee, Florida 32303

Vendor ID: SU-003468

PROJECT: Ballpark Improvements
 444 Appleyard Drive
 Tallahassee, Florida 32304-2815

Gentlemen:

I have received the Construction Documents, consisting of the Drawings and the Project Manual entitled “**TCC Ballpark Improvements**” dated **March 10, 2023** as prepared by **Architects Lewis + Whitlock**. I have also received the following Addenda numbers: **One (03/28/23), Two (02/15/24), Three (03/06/24) and Four (03/12/24)** and have included their provisions in my proposal. I have examined all the Construction Documents and the site and submit the following GMP. \$ 1,249,146.00

Alternate #1 NA
 Alternate #2 NA
 Alternate #3 NA

By submitting this proposal I agree:

1. To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with the general conditions.
2. To accomplish the work in accordance with the Contract Documents and to commence such work on the date to be specified by the Architect in the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents and to final completion within 30 days from substantial completion.
3. To pay as liquidated damages, the sum of \$100 for each consecutive day after the date for substantial completion, as specified in the Contract.
4. To pay the sum of ¼ of the rate previously indicated for each consecutive day beginning 30 days after the date of substantial completion until final completion.
5. To allow being withheld 3 times the installed market value of any item on the punch list, as determined by the Architect, that has not been completed at the time of final completion.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, TALLAHASSEE COMMUNITY COLLEGE and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this day of March 28, A.D., 2024.

Southern Standard Construction, LLC (SEAL)

Authorized Signature



03/28/24

Date

**AGREEMENT BETWEEN THE DISTRICT BOARD OF
TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE
AND CONSTRUCTION MANAGER FOR CERTAIN PROJECTS**

THIS AGREEMENT made this 18th day of September, 2023, between The District Board of Trustees of Tallahassee Community College (hereinafter called "TCC") and Southern Standard Construction (hereinafter called the Construction Manager").

Whereas, the primary intent of this Agreement is to obtain construction management services for projects related to TCC;

Whereas, the parties understand that the construction and projects contemplated under this Agreement shall be specified on an individual basis, and a separate Purchase Order and Project Description shall be provided for each project. This Agreement is intended to outline the general terms and conditions of the parties' duties related to the future construction and projects;

To carry out the intent of this Agreement, TCC and the Construction Manager agree as set forth below:

ARTICLE 1

Definitions

- 1.1 Terms used in this Agreement shall have the following meanings:
 - 1.1.1 "Contract Documents" means this Agreement and all other documents relevant to the services, projects, and construction addressed in this Agreement.
 - 1.1.2 "Trade Contractor" means any contractor or subcontractor providing construction and/or services related to the projects herein. "Trade Contractor" and "Subcontractor" shall be used interchangeably.

ARTICLE 2

The Construction Team and Extent of Agreement

- 2.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect/Engineer and TCC's representatives, where applicable, in furthering the interests of TCC and meeting its obligations under this Agreement. The Construction Manager agrees to furnish efficient business administration, management, and superintendence and to use its best efforts to complete the Projects to which it is assigned in an expeditious, competent, and economical manner consistent with the interests of TCC.
- 2.2 The Construction Team: The Construction Manager, TCC, TCC's representative, and the Architect/Engineer (collectively the "Construction Team") will work as a team through the commencement of Construction Manager's services and construction completion. The Construction Manager shall provide leadership to the

Construction Team on all matters relating to construction. The Architect/Engineer will provide leadership to the Construction Team on all matters relating to design.

- 2.1 *Extent of the Agreement:* This Agreement is complementary to the Drawings and Specifications, Project Manuals, Purchase Orders, and any future specific agreements between the parties, and together with them, represents the entire agreement between TCC and the Construction Manager and supersedes all prior negotiations, representations or agreements. If this Agreement conflicts with the Drawings and Specifications, Project Manuals, Purchase Orders, or any other future agreements between the parties, this Agreement shall control unless expressly provided for otherwise in a writing signed by both parties. Where this Agreement is silent, the requirements of the Drawings and Specifications, Project Manual and purchase orders will prevail. This Agreement may be amended only by written instrument signed by TCC and the Construction Manager.

ARTICLE 3

Construction Manager's Services

- 3.1 The Construction Manager's Basic Services under this Agreement include construction and management services for certain Projects which cost \$0 - \$4,000,000 each (Projects). Each specific Project will be described in a Purchase Order pursuant to the terms of this Agreement. The Purchase Order shall be considered part of the Contract Documents and incorporated into this Agreement. The Construction Manager will submit a guaranteed maximum price proposal for each Project. Should TCC and Construction Manager not reach an agreement (which would be confirmed by a Purchase Order) on the Project, TCC reserves the right to cease negotiations for that Project and perform the work by other means, including but not limited to employing a different construction manager, without affecting this Agreement or any other Project.
- 3.2 The Construction Manager shall cooperate closely with the Architect/Engineer, TCC, TCC's representative, and the building code inspector and shall be responsible for the successful completion of the Projects.
- 3.3 Unless otherwise authorized by TCC, all Work shall be performed under Trade Contracts held by the Construction Manager. **The Construction Manager may not bid any of the Trade Contractor Work** or perform such Work with its own forces or employees unless it obtains prior written consent of TCC. The Construction Manager shall:
- 3.3.1 Provide preliminary evaluation of the Project and Project budget requirements, each in terms of the other. Assist TCC and the Architect/Engineer in achieving mutually agreed upon Project and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.
- 3.3.2 Review all design documents for constructability and compliance with applicable laws, rules, codes, design standards, and ordinances. Prior to bid, without assuming the responsibilities of the Architect/Engineer, the Construction Manager shall bring

to TCC's attention any Work or construction items necessary to deliver to TCC an operational and complete Project.

- 3.3.3 Advise about site use and improvements, selection of materials, building systems, and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurements, installation and construction, and factors related to cost.
- 3.3.4 Provide for a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services, and TCC's responsibilities with anticipated construction schedules.
- 3.3.5 Coordinate the documents related to Construction Manager's services, consult with TCC and the Architect/Engineer regarding Drawings and Specifications, and recommend alternative solutions whenever design details affect construction feasibility, cost, or schedules.
- 3.3.6 Develop a Project Construction Schedule providing all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor or subcontractor. Provide the Project Construction Schedule for each set of bidding documents. Continually update cost estimates and make recommendations to keep each Project within the budget.
- 3.3.7 Administer the construction as provided herein and in accordance with any further terms and/or conditions that might apply. Unless otherwise provided for in this Agreement or in the Purchase Order for each individual Project, the Work and Construction Manager's services hereunder will comply with the following: the current edition of AIA Document A201, General Conditions and Supplementary General Conditions, and the document forms and Special Conditions contained in the Project Manual for each Project.
- 3.3.8 For each Project, ensure that the Work is commenced within 10 days after receipt of the executed Purchase Order and Notice to Proceed from TCC.
- 3.3.9 Develop Trade Contractor interest in the Project and conduct pre-bid conferences with interested bidders to review the relevant documents. Take competitive bids on the Work of the various Trade Contractors. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with TCC and Architect/Engineer a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the designated scope of Work. Specifically, review the scope of Work in detail with apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to TCC and Architect/Engineer for award of Trade Contracts by the Construction Manager identifying the Minority Business Enterprises to be utilized. Promptly

award and execute Trade Contracts with Trade Contractors that are approved by TCC. Provide copies of fully executed Trade Contracts, insurance certificates, and bonds to TCC.

- 3.3.10 Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, in conformity with this Agreement and the activities and responsibilities of TCC, Architect/Engineer and Construction Manager in order to complete each Project in accordance with TCC's objectives of cost, time and quality. Develop and maintain a program, acceptable to TCC and Architect/Engineer, to assure quality control of the construction. Supervise the Work of all subcontractors, providing instructions to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as not to affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and the Architect/Engineer over acceptability of Work and conformance with the requirements of the specifications and plans, TCC shall be the final judge of performance and acceptability.
- 3.3.11 Maintain exclusively, for each Project the level of staff at the Project site necessary to coordinate, manage, and direct the Work and progress of the Trade Contractors on the Project. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with that provided in Construction Manager's response to the Request for Proposals, consistent with the industry standards within the construction industry, and shall not be removed or replaced without TCC's consent which shall not be unreasonably withheld. TCC shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to TCC. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.
- 3.3.12 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.
- 3.3.13 Establish procedures for coordination among TCC, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.
- 3.3.14 Provide contract administration and recommend approval of payments; monitor and record the construction progress; review and approve as-builts and maintenance and warranty manuals from all subcontractors; and keep a daily log of all site visits and observations.

- 3.3.15 Require of the various Trade Contractors such drawings and specifications as may be necessary to properly coordinate the Work among the Trade Contractors.
- 3.3.16 In coordination with the Architect/Engineer, establish and implement procedures for the efficient processing and disbursement of shop drawings and samples, as reasonably required to perform the Work and construction contemplated herein.
- 3.3.17 Consider TCC's Minority Business Enterprise ("MBE") requirements when developing bid packages. TCC has established a goal of 30% MBE participation on each Project and the Construction Manager shall encourage and utilize minority enterprises in the performance of the services described in each project, if warranted. The award of subcontracts or trade contracts should include the full diversity of the citizens of the State of Florida, if warranted.
- 3.3.18 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, construction progress, schedules, shop drawing status and other information as necessary. Provide prior notice to TCC and Architect/Engineer of all such meetings, and prepare and distribute minutes of such meetings. Attend periodic Team meetings scheduled by the Architect/Engineer and/or TCC.
- 3.3.19 Review each Project schedule with the various Trade Contractors. Regularly monitor and update each Project schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of the Work progress and document all changes in each schedule. Regular schedule updates and reports shall be included as part of the monthly project report outlined in Subparagraph 3.3.32 herein. Provide TCC with each Project schedule and discuss the schedule at progress meetings.
- 3.3.20 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet each Project schedule. In consultation with TCC and the Architect/Engineer, take necessary corrective actions when requirements of a Trade Contract or a Project schedule are not being met.
- 3.3.21 Whenever TCC-Furnished Contractor-Installed (TFCI) materials or equipment are shipped to the Project site, the Construction Manager shall notify TCC and shall be responsible for their acceptance, proper storage, and incorporation into the Work, provided the scope of the TCC-Furnished Contractor-Installed (TFCI) work is included within the Guaranteed Maximum Price.
- 3.3.21.1 TCC may elect to purchase materials and equipment included in any Trade contractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to herein as "Direct Purchase Materials". At the time the Construction Manager provides TCC with the bid tabulation analysis as required by this Agreement (which bids shall include the cost of all potential Direct Purchase

Materials, freight charges FOB project site, and sales taxes applicable thereto), the Construction Manager shall submit to TCC a list, prepared by applicable Trade Contractors, of materials and equipment appropriate for consideration by TCC as Direct Purchase Materials.

3.3.21.2 If TCC elects to purchase any Direct Purchase Materials, it shall so notify the Construction Manager and the Construction Manager shall thereafter promptly furnish to the TCC, at least seven (7) days prior to the date such Direct Purchase Materials must be ordered, a purchase order request reflecting the approved Direct Purchase Materials, together with acceptable evidence that the Construction Manager competitively bid for the portion of the Work which includes the Direct Purchase Materials. Acceptable evidence means, at a minimum, that the Construction Manager performed all advertising required by this Agreement, utilized pre-qualification criteria approved by TCC and obtained written, sealed quotes from at least (3) bidders for the applicable portions for the Work; or provide a written explanation if any of the above criteria is not met. In addition, the Construction Manager shall reduce the applicable Trade Contractor's subcontract amount by the cost of the Direct Purchase Materials and sales tax related thereto.

3.3.21.3 Upon TCC's receipt of the purchase order request and supporting materials, TCC will review the same and, if approved, issue a purchase order directly to the supplier of the applicable Direct Purchase Material, with delivery F.O.B. Project site. Upon delivery of the Direct Purchase Materials to the Project site, the Construction Manager shall ensure that the Direct Purchase Materials are as requested in TCC's purchase order. The Construction Manager shall immediately document receipt of the materials and the content of the shipment and shall forward all paperwork including Receiving Reports, Bills of Lading, Packing Slips, Invoices and associated back-up documentation to TCC. Upon receipt of the properly prepared invoice from the supplier, TCC will process the invoices and issue payment directly to the applicable supplier.

3.3.21.4 Upon issuance of a purchase order to the material supplier, the Construction Manager shall develop an Owner's Contingency budget within the Schedule of Values. Use of these funds will be at the sole discretion of TCC and may, at the direction of TCC, be incorporated into a deductive change to the Guaranteed Maximum Price.

3.3.21.5 At no additional cost to TCC and as required by the Agreement, the Construction Manager shall continue builders risk insurance on the Direct Purchase Materials, naming TCC as the insured or an additional insured. TCC shall reimburse the Construction Manager for the cost of such insurance as provided by the Agreement.

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3.3.21.6 Except to the extent modified by this section, the Construction Manager shall be responsible for satisfying all of its other obligations with respect to the Direct Purchase Materials pursuant to this Agreement, as if the direct Purchase Materials had been purchased by it. There shall be no additional charge to TCC for services provided pursuant to this section.

- 3.3.24 The Construction Manager shall develop and maintain an effective system of Project cost control which is satisfactory to TCC. Revise and refine the initially approved Project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise TCC and Architect/Engineer whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly report outlined in Subparagraph 3.3.32 herein.
- 3.3.25 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. TCC shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.
- 3.3.26 Without assuming any of the Architect/Engineer's responsibilities for design, recommend necessary or desirable changes to TCC and the Architect/Engineer, review requests for changes, and submit recommendations for changes to TCC and Architect/Engineer.
- 3.3.27 When requested by TCC or Architect/Engineer, promptly prepare and submit estimates of probable cost for changes proposed in the Work, including similar estimates from the Trade Contractors. If directed by TCC, promptly secure formal written Change Order Proposals from such Trade Contractors.
- 3.3.28 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors. The OSHA guidelines shall serve as the basis for the construction safety programs.
- 3.3.29 Promptly notify TCC, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.
- 3.3.30 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to TCC's representative on request.
- 3.3.31 Make provisions for Project security acceptable to TCC, to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, etc., as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.
- 3.3.32 Record the progress of the Project. Submit written monthly progress reports to TCC and the Architect/Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log of activities and the status of each Project available to TCC and the

- Architect/Engineer. Report and record such additional information related to construction as may be requested by TCC.
- 3.3.33 Schedule and coordinate all inspections and tests required by the specifications and the Building Code Inspector.
- 3.3.34 Ensure that all subcontractors are keeping as-builts up to date. TCC shall have the right to view as-builts at any time. As-builts shall be maintained at the job site.
- 3.3.35 Insure and document correction of non-conforming and substandard work, in conjunction with TCC's representative.
- 3.3.36 Schedule and coordinate test and balance, substantial completion, building commissioning, and occupancy inspections.
- 3.3.37 Coordinate the delivery of instructions for operating all building systems, including training of maintenance staff of TCC.
- 3.3.38 Prepare final project accounting and provide written evaluation of the Architect/Engineer and major subcontractors.
- 3.3.39 Provide a minimum one-year warranty on all parts and labor. Other warranties as specified.
- 3.3.40 Ensure timely completion of warranty work during the warranty period.
- 3.3.41 Schedule warranty inspections and ensure timely completion of required work generated by the inspections.
- 3.3.42 Assist in the transfer of the Project to TCC, including the delivery of as-builts, warranties, guarantees, and operating instructions.
- 3.3.43 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous materials, as described by federal guidelines, brought to the site by the Construction Manager or the Trade Contractors, shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred.
- 3.3.44 The Construction Manager shall be responsible for securing an NPDES permit from the Florida Department of Environmental Protection, if applicable. The construction Manager shall maintain a clean site, limiting exposure of litter and hazardous materials to stormwater, and shall be responsible for erosion control and stormwater sediment. The Construction Manager is responsible for any penalties or fines incurred due to improper maintenance of permit documentation or of the site.

- 3.3.45 The Construction Manager shall report all injuries to any personnel on the job site, no matter how minor, to TCC's project manager within 24 hours of occurrence.

ARTICLE 4

TCC's Responsibilities

- 4.1 TCC shall designate a representative to act on its behalf. This representative, or his/her designee, will monitor the progress of the Work, serve as liaison with the Construction Manager and the Architect-Engineer, receive and process communications and paperwork, and represent TCC in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.
- 4.2 TCC may retain an independent inspector to evaluate and advise as to the Construction Manager's services, the Work, the construction, and whether all applicable laws and regulations are being met. Such inspector shall not interfere or prevent the performance of the Work or construction.

ARTICLE 5

Schedule

- 5.1 The number of days for performance of the Work shall be established as part of the GMP and reflected in the Purchase Order Amendment for each Project.
- 5.2 In the event TCC desires to accelerate the schedule for any portion of the Work, TCC shall notify the Construction Manager in writing. Within seven (7) days, the Construction Manager shall give TCC a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. TCC may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event, TCC shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall provide such records to TCC.
- 5.3 TCC shall have the right to occupy, or use, any portion of the Work or area that is completed ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Work or the schedule for the Work, the use or occupancy will be treated as a change in the Work in accordance with Article 10, herein.

ARTICLE 6

Guaranteed Maximum Price

- 6.1 The "Guaranteed Maximum Price" ("GMP") includes Cost of the Work required by the Contract Documents for each Project, the Construction Manager's Fee as defined in Article 7 herein, and the Construction Contingency as defined in Article 9 herein. The GMP will be established according to the formula herein and based on the Contract Documents for each Project. The GMP is subject to modification as allowed in this Agreement or for changes in the Work as provided in Article 10 herein. An acceptable detailed cost breakdown containing all costs that makeup the GMP shall be given to TCC prior to a purchase order being given.
- 6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established. The anticipated tax savings under the Direct Material Purchase program shall be listed as a line item on the GMP.
- 6.3 All cost savings for the not-to-exceed value of the GMP shall be returned to TCC as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work. "Cost savings" are the net difference obtained by deducting from the adjusted or final GMP, the Construction Manager's Fee, the expended portions of the Construction Manager's contingency and the actual expenditures representing the Cost of the Work as defined in Article 8 herein. Liquidated damages, if any, are different from and is not a part of, this calculation.
- 6.4 By execution of this Agreement, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished TCC in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums which TCC determines was due to inaccurate, incomplete, or non-current factual unit costs.
- 6.5 Adjustments to the GMP will be made as permitted by this Agreement or future Contract Documents.
- 6.6 In no event will TCC be obligated to pay the Construction Manager more than the adjusted or final GMP.

ARTICLE 7

Payments to Construction Manager

- 7.1 In consideration of the performance of the Agreement, TCC agrees to pay the Construction Manager, as compensation for its services, as follows:
- 7.1.1 Upon acceptance of the GMP, which includes the Construction Manager's Fee, the Cost of the Work, and the Construction Contingency, payment will be made monthly according to the following procedure. No later than the fifth (5th) of every month after the Purchase Order has been executed, the Construction Manager shall furnish copies of all invoices and evidence of expenditures related to the Work and construction, including, but not limited to, those related to the Trade Contractors.

subcontractors, services, fees, and equipment. At the time of the furnishing of such invoices and evidence of expenditures, the Construction Manager shall also furnish an itemized statement for all expenditures during the period for which it seeks payment from TCC. The itemized statement shall provide the following in an easily understandable format: (1) the total payment sought for that period; and (2) a brief description and amount for each of the services, goods, and/or expenses for which payment is sought for that period. Within thirty (30) days of receipt of the properly submitted documents from the Construction Manager, TCC shall make payment to the Construction Manager pursuant to the terms of this Agreement and the Contract Documents.

7.1.2 Within seven working days from receipt of payment from TCC, the Construction Manager shall pay each Trade Contractor and/or subcontractor out of the amount paid to the Construction Manager on account of such Trade Contractor's and/or subcontractor's Work, the amount to which said Trade Contractor and/or subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's and/or subcontractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor and/or subcontractor, require each Trade Contractor and/or subcontractor to make payments to its subcontractors in a similar manner.

7.1.3 As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed by TCC within 40 days after receipt of the invoice and receipt, inspection and approval of the services, TCC shall pay to the Construction Manager, in addition to the amount of the invoice, interest at the rate established in the Florida Statutes, on the unpaid balance from the expiration of such 40-day period until such time as the warrant is mailed to the Construction Manager. These provisions apply only to undisputed amounts for which payment has been authorized. Invoices or pay requests returned to the Construction Manager due to preparation errors will result in a payment delay. Payment requirements do not start until the documents required in this Article (Article 7) are properly submitted to TCC. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, (800) 848-3792.

7.2 The Construction Manager's fee for each project under this agreement shall be 8.00%. Included in the Construction Manager's Fee is the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all pension contributions, hospitalizations, bonuses, phone, fuel and vehicle allowances, vacations, medical insurance assessments or taxes for such items as interemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office at the Project site.

- 7.2.3 Any part of the Construction Managers' capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - 7.2.4 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8 herein, as Cost of the Work.
 - 7.2.5 All travel and per diem costs of Construction Manager's employees and consultants.
 - 7.2.6 The cost of estimating services which may be required during the construction phase in locations other than the Project site.
 - 7.2.7 Miscellaneous expenses such as telegrams, long distance telephone calls, postage, office supplies, expressage, and similar items in connection with the Work.
 - 7.2.8 All other expenses or costs associated in any way with the Work or construction contemplated in this Agreement, other than those provided for in Article 8 herein, as Cost of the Work.
- 7.3 Adjustments in the fee will be made as follows:
- 7.3.1 Where otherwise allowed by this Agreement.
 - 7.3.2 For approved changes as evidenced by properly executed Change Orders.
 - 7.3.3 For delays in the Work caused solely by FCC, the Construction Manager shall be entitled to an additional fee to compensate the Construction Manager for its increased expenses. The amount of this increased fee shall be equal to the amount of the increased reasonable expenses as properly and timely submitted by the Construction Manager.

ARTICLE 8

Cost of the Work

- 8.1 The term "Cost of the Work" shall mean costs incurred at the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager less any reimbursement for scrap value and discounts, subject to Article 11, herein. The term "wages" used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.
- 8.2 FCC agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, through completion of the Work. Such payment shall be in addition to the Construction Manager's Fee as stipulated in Article 7, herein.

- 8.3 Cost of the Work for each Project includes and is limited to actual expenditure for the following cost items:
- 8.3.1 Subject to prior approval by TCC, wages paid for labor in the direct employ of the Construction Manager other than those provided under Article 7, herein, as part of the Construction Manager's Fee, in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by TCC and Construction Manager, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- 8.3.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof shall be included in the Cost of Work.
- 8.3.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.
- 8.3.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Agreement, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by TCC.
- 8.3.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.
- 8.3.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence. If royalties or losses and damages, including cost of defense, are incurred which arise from a particular design, process or the product of a particular manufacturer or manufacturers specified by TCC or Architect/Engineer, and the Construction Manager had no reason to believe there would be infringement of patent rights, such royalties, losses and damages shall be paid by TCC and the GMP shall be adjusted by Change Order to compensate the Construction Manager for the increased costs. If the Construction Manager has actual knowledge that use of the particular design, process or product would infringe a patent(s) and fails to provide written notice to TCC before using such design, process or product, then no royalties, losses or damages arising from use of such design, process or product shall be a Cost of the Work.
- 8.3.7 Cost of removal and disposal of all debris including clean-up and trash removal.
- 8.3.8 Cost incurred due to an emergency affecting the safety of persons and/or property.
- 8.3.9 Legal costs reasonably and properly, resulting from prosecution of the Work for TCC provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and TCC or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the

responsibility of the Construction Manager and shall not be included in the Cost of the Work.

- 8.3.10 Cost to the Construction Manager of temporary electric power, lighting, water and heat required for the performance of the Work, or required to protect the Work from weather damage.
- 8.3.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees necessary for the Work and construction contemplated by this Agreement.
- 8.3.12 Cost of watchmen or similar security services.
- 8.3.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Agreement.
- 8.3.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.
- 8.3.15 Cost of data processing services required in the performance of the services as outlined in this Agreement.
- 8.3.16 All costs for reproduction of documents required or produced in connection with this project.
- 8.3.17 All costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee set forth in Article 7, herein.
- 8.3.18 Cost of deductibles for insurance claims.
- 8.3.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen which are employed or consumed in the performance of the Work.
- 8.3.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.
- 8.3.21 Costs associated with setting up and demobilizing tool sheds, project field offices, temporary fences, temporary roads, and temporary fire protection.
- 8.3.22 The cost of its field employees, herein, or their approved replacements, including the cost of all pensions, contributions, hospitalization, bonuses, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries for said field employees (Labor Burden). TCC will reimburse labor burden as a percentage

of the total allowable benefits as established by the U.S. Bureau of Labor Statistics for the construction industry. The Labor Burden will be determined for each member of the jobsite team billable under staffing costs. The Labor Burden must be reviewed and approved by TCC before the commencement of the project and preparation of the GMP.

8.3.23 Cost of equipment such as typewriters, cameras, radios, telephone service at the site, computers, pagers, copiers, facsimile equipment, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager, subject to approval by TCC.

8.3.24 All costs associated with the bidding of the work to Trade contractors, including advertising and document reproduction, whether these costs are incurred prior to or after the execution of a GMP Amendment to this Agreement.

ARTICLE 9

Construction Contingency

9.1 The GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to the construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by TCC. Documentation for use of the contingency shall be determined by the Construction Team. The Architect/Engineer shall verify the actual costs. Expenditures charged to the contingency shall have a signed authorization by TCC's representative prior to the expenditure being made. No funds shall be expended from the contingency fund without the written consent of TCC's representative. Such authorization shall not be unreasonably withheld. Remaining unused funds shall be credited in the final invoice to TCC.

ARTICLE 10

Changes in the Work

10.1 TCC, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized by TCC and identified by a Change Order which shall describe all changes, additions, deletions, and/or revisions of the Work and the corresponding changes in the Cost of the Work and Construction Manager's Fee. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of TCC.

ARTICLE 11

Discounts

- 11.1 All quantity discounts shall accrue to TCC. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to TCC.

ARTICLE 12

Insurance

- 12.1 At its own expense, Construction Manager shall obtain for itself and its personnel before providing any services, and will maintain the following insurance coverage throughout the term of this Agreement. Construction Manager shall name TCC as an additional insured on each insurance policy and provide a certificate of insurance evidencing such coverage to TCC upon request.
- 12.2 Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for any vehicles of Construction Manager) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
- 12.3 Property insurance upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of TCC, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items.
- 12.4 Worker's compensation insurance in the statutory coverage amount as required by the laws of the jurisdiction in which the services, Work, and construction are performed.
- 12.5 TCC may unilaterally elect to purchase Builders Risk insurance under a TCC Provided Insurance Program, in which case the Construction Manager will not be required to provide insurance, but will provide coordination with TCC and TCC's insurance administrator, as required.

ARTICLE 13

Indemnity

- 13.1 Construction Manager agrees to indemnify, hold harmless and defend TCC, the State of Florida, its agencies, and all of their respective officers, employees, agents, and representatives from and against all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, reasonable attorney's fees and costs of suit, to the fullest extent permitted by Florida law, including but not limited to:

- 13.1.1 Construction Manager's failure to comply with the terms of this Agreement.
- 13.1.2 Any bodily injury death or property damage, as a result of, or related to or connected with the work or construction contemplated under this Agreement
- 13.1.3 Payment of withholding taxes, social security taxes, benefits (if applicable), unemployment and any other payroll deductions as required by law.
- 13.1.4 Breach of any warranty.
- 13.1.5 Failure to comply with the applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, orders and/or programs related to the Work and the construction contemplated under this Agreement.

ARTICLE 14

Payment and Performance Bond

- 14.1 For projects in excess of \$100,000 the Construction Manager shall secure a Payment and Performance Bond for 100% of the sum, up to the Guaranteed Maximum Price. The surety company issuing the bond must be licensed to do business in Florida and must have a Best Rating of "A." The form of the Payment and Performance Bond shall be consistent with that provided for in A.I.A. Document A-312, latest edition.

ARTICLE 15

Miscellaneous Provisions

- 15.1 **BINDING EFFECT:** TCC and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives of the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither TCC nor Construction Manager shall assign this Agreement without the written consent of the other.
- 15.2 **CONTROLLING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit or action related to the breach or non-performance of any provision of this Agreement shall be in a court of competent jurisdiction in Leon County, Florida.
- 15.3 The Construction Manager warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Construction Manager) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Construction Manager) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 15.4. An required by Section 287.058, Florida Statutes, this contract may be unilaterally canceled by TCC for refusal by the Construction Manager to allow public access to all documents, papers, letters, or other material subject to the provision of Chapter 119, Florida Statutes; and made or received by the Construction Manager in conjunction with the contract.
- 15.5. The Construction Manager warrants that neither it, nor any supplier, subcontractor, or consultant employed or to be employed in connection with this Project has been on the convicted vendor list for a public entity crime within the past 36 months, as required by Section 287.133, Florida Statutes.
- 15.6. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15.7. **STANDARD OF PERFORMANCE.** Construction Manager shall provide the services under this Agreement in accordance with generally accepted industry standards of care and competence. Construction Manager hereby warrants that its personnel have the professional qualifications, skill, and competence to carry out the services contemplated in this Agreement.
- 15.8. **RELATIONSHIP:** The parties to this Agreement agree that the relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement or any Work Order shall be deemed to create an employment, partnership, agency, or joint venture relationship between the parties, the parties' staff or representatives.
- 15.9. **TERM:** This Agreement shall be effective for a period of one (1) calendar year from the date of execution of this Agreement. However, TCC shall have the option of extending the term of this Agreement for two (2) additional one (1) calendar year periods. The terms and conditions herein shall apply equally to all extensions. It is hereby agreed that if the each specific sub- project is not "Substantially Complete" or within such further time if any, as in accordance with the provisions of the contract documents should be allowed for such substantial completion, the contractor shall pay to Owner as liquidated damage for such delay, and not as a penalty, \$500.00 (Five Hundred dollars and no cents) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion has been fully accomplished. It is also hereby agreed that if each project is not finally completed in accordance with the requirement of the contract documents, the contractor shall pay to the owner as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above.
- 15.10. **LICENSURE COMPLIANCE WITH LAWS AND REGULATIONS:** Construction Manager warrants that it is, and will remain during the term of this Agreement, a general contractor licensed in the State of Florida. Construction Manager further warrants that it will require all Trade Contractors and subcontractors to produce

sufficient documentation to ensure they are properly licensed to perform the Work and construction contemplated in this Agreement. At all times related to the Work and construction contemplated in this Agreement, the Construction Manager must comply with all local, state and federal laws, rules, regulations and codes, and must require all Trade Contractors and subcontractors to do the same.

- 15.11 **PERMITS AND LICENSES:** Construction Manager shall obtain or require the Trade Contractors and subcontractors to obtain all necessary permits and licenses for the Work and construction contemplated under this Agreement. TCC is not responsible for obtaining such permits and licenses (unless TCC is the only entity which can obtain such permits and licenses).
- 15.12 **NO MINIMUM AMOUNT OF SERVICES:** The parties understand and agree that Construction Manager is not guaranteed any amount of fees, payments, or services during the term of this Agreement.
- 15.13 **ENTIRE AGREEMENT:** This Agreement and any future Work Orders and Contract Documents executed pursuant hereto constitute the entire Agreement of the parties and supersede all prior and contemporaneous agreements and understandings with respect thereto. No other document, including any agreement between TCC and Construction Manager shall be deemed to modify the terms of this Agreement unless expressly stated in writing to do so and signed by both parties.
- 15.14 **SEVERABILITY:** If any provision of this Agreement shall be deemed invalid or unenforceable, it shall be modified to the extent necessary to cure such invalidity or unenforceability, provided, however, that if such modification is not possible without creating a conflict with any other material term or condition of this Agreement, such invalid or unenforceable provision shall be deemed stricken from this Agreement.
- 15.15 **PREVAILING PARTY'S ATTORNEY'S FEES:** If any party initiates a lawsuit or cause of action based on this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred as a result of said lawsuit or cause of action.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

***** CONSTRUCTION MANAGER *****


Witness Justin D. Reginald


By: 
VANESSA ANDERSON, VP OF OPERATIONS


Witness Franklin Lee


Date: 09/15/23

***** THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE *****

TALLAHASSEE COMMUNITY COLLEGE


Witness Z. C. Hoos

By: Barbara K. Willis


Witness Trey Kimbrel

Date: 09/19/2023



April 15, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Candice Grause
Vice President of Communications and Chief of Staff

SUBJECT: Rebrand Resolution

Item Description

This item requests the Board adopt a resolution in recognition of the rebranding of the College effective July 1, 2024.

Overview and Background

During the summer and fall of 2023, the College underwent an extensive review of its brand in order to assess the need for a change to its name to better reflect its evolving institutional status and broadening impact in the state. After reviewing the research report and recommendation provided by the President, the Board approved a name change to 'Tallahassee State College' in November 2023.

To fully implement the change, the Florida Legislature approved SB 522 renaming TCC in Florida Statute (F.S. 1000.21) on March 5, 2024. Governor Ron DeSantis then signed it into law on March 27, 2024. The law will take effect July 1, 2024.

The new name will be the College's third since it opened in 1966 and will be accompanied by a new logo. This resolution recognizes the significant and historic nature of this change, and the Board's commitment to ensuring the College remains demand-driven and student-focused.

Funding/ Financial Implications

None

Past Actions by the Board

The Board approved changing the College's name to 'Tallahassee State College' on November 14, 2023.

Recommended Action

Approve the resolution as presented.

RESOLUTION

OF THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE

WHEREAS, Tallahassee Junior College was established in 1966 to serve Leon, Gadsden and Wakulla Counties in order to provide access to a high quality education for its citizens; and

WHEREAS, Tallahassee Junior College was renamed Tallahassee Community College in 1970 to better reflect its community orientation and involvement; and

WHEREAS, the College is now in its fifty-eighth year and remains committed to its founding principles of ensuring academic excellence, seamless transfer pathways, in-demand workforce training, and support for our students and our community; and

WHEREAS, the College is consistently recognized as one of the top two-year institutions in the nation having earned prestigious honors from organizations like the Aspen Institute, the American Association of Community Colleges, and Achieving the Dream; and

WHEREAS, the College now enrolls nearly sixteen thousand students each year in its credit, non-credit, and continuing education programs, and nearly sixty percent of those students now come to the College from outside of its service district;

WHEREAS, the College now offers four baccalaureate degree programs as of the fall of 2023 due to the increasing workforce demand in the fields of nursing, education, and business; and

WHEREAS, the TCC District Board of Trustees is committed to ensuring the College remains demand-driven and student-focused, and acknowledges the increasing appetite for a new name for the College that better reflects its evolving institutional status and broadening impact in the state;

WHEREAS, the Board voted to approve a name change on November 14, 2023; and

WHEREAS, the Florida Legislature approved a change of the College's name on March 5, 2024 and Governor Ron DeSantis signed it into law on March 27, 2024; and

NOW, THEREFORE BE IT RESOLVED, we, the District Board of Trustees declare the College shall be known as Tallahassee State College beginning July 1, 2024.

IN WITNESS WHEREOF, Chair of the District Board of Trustees Jonathan Kilpatrick, Vice Chair Karen B. Moore, Trustees Eugene Lamb, Jr., Frank Messersmith, Monte Stevens, and Charlie Ward, Jr., do hereby sign and adopt this resolution on March 18, 2024.

Jonathan Kilpatrick
Chair

Karen B. Moore
Vice Chair

Eugene Lamb, Jr.

Frank Messersmith

Monte Stevens

Charlie Ward, Jr.

Jim Murdaugh
President