



May 20, 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, May 20, 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, May 20, 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. April 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 (March 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  
Presented as an information item only.

### ***Academic Affairs***

6. Academic Curriculum Changes  
Approve the academic curriculum changes.
7. Associate in Arts Degree Requirements effective Fall 2024  
Approve the new Associate in Arts general education requirements.

## ***Administrative Services***

8. Policy Manual Changes  
Approve revision of College policies as presented.
9. Fund Analysis - April  
Presented as an information item only.
10. Construction Status Report  
Presented as an information item only.
11. Guaranteed Maximum Price – English Building No. 01 – 1<sup>st</sup> Floor Restrooms Renovation Project  
  
Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Southern Standard Construction LLC, for the TCC English Building No. 01 – 1st Floor Restrooms Renovation Project.
12. TCC Central Utility Plant - Building No. 28 – Main Smardt Chiller 1 Replacement  
Approve the attached proposal no. 7664346 from TRANE as presented.
13. TCC Public Housing Building No. 15 - 100% OAU – WEST Unit  
Approve the attached proposal no. 7413162B from TRANE as presented.
14. Architect Invoices  
Authorize payment of architectural invoices as presented.
15. Revenue Sharing Agreement  
Approve the Revenue Sharing Agreement between TCC and Bob Ballard and/or Mary Ballard.

16. Oyster Dome License Agreement

Approve the Exclusive License Agreement between TCC and Bob Ballard and/or Mary Ballard.

***Information Technology***

17. Information Technology Plan for 2024-25

Approve the Information Technology Plan for FY 2024-25.

**BOARD OF TRUSTEES**

**PUBLIC COMMENT**

**WORKSHOP**

**PRESIDENT'S REPORT**

**NEXT MEETING DATE**

June 17, 2024

Location: **Main Campus**

**ADJOURNMENT**

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

**Circle Trustees Present:**

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

**Others Present:** President Jim Murdaugh, Candice Grause, Bertie Culbreath, Leah Haas, Shelly Bell, Amanda Clements, Ali Enriquez, Bryan Hooper, Craig Knox, Barbara Wills, Renae Tolson, Ken Tellis, Jennifer Carr, Stephanie Solomon, Marckus Harden, Rodney McCammon, Anessa Candidate, Rob Hall, Trevoris McDaniel, Bret Ingerman, Bobby Jones, Kalynda Holton, Calandra Stringer, Lei Wang, Bob Ballard, Donmetrie, Clark, Anthony Jones, David Clark, Deidra Green, Isabella Rios, Jakyah Hayes, Heather Mitchell, Angelina Kuleshova, Bill Spiers, Jarred Stewart, Kilisha Fain, Kim Kelling, Faraday Daiz, Jerry Granger, Sheri Rowland, Caitlin Bradbury, Calvin Cheung, Chuck Moore, Jullion Griffin, Kevin Vaughn, Sam DeZerga, NinaFe Awong, Summer Dusek, Vanessa Anderson, Angela Long, Brielle Crooms, Destinee Britto, Nick Vick, Nyla Davis, Tricia Rizza, Jennifer Bradley, Janet Hartman, Will Scarboro, Cerissa Fondo, Pamela Johnston, Joel Mathew, Anissa Southall, Franklin Lee, Martha Fletcher, and Allison Tant.

**CALL TO ORDER**

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

**COMMENTS**

- i. Board Chair Kilpatrick thanked everyone for attending the District Board of Trustee meeting for the new era that is beginning for the college. The reputation that Tallahassee Community College has continues to get stronger. He welcomed the elected officials present, Senator Corey Simon, Representative Gallop Franklin, and Representative Allison Tant and expressed appreciation that so many were joining us on this momentous day.

- ii. Trustee Messersmith was happy to attend the Heroes in Public Safety Committee meeting, Florida Public Safety Institute Housing Council Meeting, President's Leadership Institute, the Tallahassee History Festival, the Signing of Senate Bill 522 at the Governor's Office, and the American Association of Community Colleges conference. He recognized Bob Ballard for his retirement, having known him for nearly forty years. Trustee Messersmith stated that it was natural for Bob to lead Wakulla Environmental Institute, due to his prior involvement at the Florida Department of Environmental Protection. He thanked Bob and his staff for commitment, dedication, and a world-class achievement that they can always be proud of in the return of the oysters, and the renewed seafood industry in north Florida and beyond.

Trustee Lamb shared it was an honor to have dignitaries present.

Vice Chair Moore mentioned she was proud of Trustee Lamb for being recognized as Trustee of the Year by the American Association of Community Colleges and how he has been instrumental in helping bring this college to where it is now. She thanked the elected officials who helped bring this college to its' new name.

Trustee Ward congratulated Coach Lamb on his Trustee of the Year Award and the TCC Brain Bowl Team and Forensics Teams for their recent awards.

Trustee Stevens mentioned he accompanied the Forensics Team to the 2024 Phi Rho Pi Tournament in Reno, Nevada. He congratulated team members Trevor Bell, John Wickman, Joseph Eugene, Pamela Healy, Elizabeth Blair, Grace Duvet, Aliyah Salce, Janelle Dixon, and their coach John Schultz. They brought home the twenty-fourth straight national championship trophy.

- iii. President Murdaugh thanked all the delegates for attending and advised they would have an opportunity to make comments at the reception immediately following the Board meeting. He thanked them personally for what they did to get Senate Bill 522 across the finish line and get the governor's signature. He attended the AACC conference with Trustee Messersmith and Trustee Lamb and shared three other trustees came up to him later after hearing Trustee Lamb's story about his involvement in the original laying of bricks on this campus, and how much they were moved. He thanked Bob Ballard, Executive Director of Wakulla Environmental Institute, for his twelve years of service, and for being a force for good for this college, the residents of Wakulla County, and the surrounding counties. He introduced the new Chief of Police, Sean McGovern, who started April 1.

## APPROVAL OF MINUTES

1. March 2024 Minutes  
Approve minutes as presented.

**MOTION:** Vice Chair Moore  
Motion passed unanimously.

**SECOND:** Trustee Lamb

## NEW BUSINESS

### *Approval of Consent Agenda*

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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.  
Motion to Approve Consent Agenda.

**MOTION:** Trustee Stevens  
Motion passed unanimously.

**SECOND:** Vice Chair Moore



### ***TCC Foundation***

5. TCC Foundation Update  
Presented as an information item only.

### ***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.

**MOTION:** Trustee Messersmith                      **SECOND:** Trustee Stevens  
Motion passed unanimously.

7. Academic Curriculum Changes

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

**MOTION:** Trustee Stevens                              **SECOND:** Vice Chair Moore  
Motion passed unanimously.

### ***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.

**MOTION:** Trustee Messersmith                      **SECOND:** Vice Chair Moore  
Motion passed unanimously.

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.

**MOTION:** Trustee Lamb                                      **SECOND:** Vice Chair Moore  
Motion passed unanimously.

12. Architect Invoices

Authorize payment of architectural invoices as presented.

**MOTION:** Vice Chair Moore  
Motion passed unanimously.

**SECOND:** Trustee Ward

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.

**MOTION:** Trustee Messersmith  
Motion passed unanimously.

**SECOND:** Vice Chair Moore

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.

**MOTION:** Trustee Lamb  
Motion passed unanimously.

**SECOND:** Trustee Stevens

## **BOARD OF TRUSTEES**

15. Rebrand Resolution

Approve the resolution as presented.

**MOTION:** All Trustees

**SECOND:** All Trustees

Chair Jonathan Kilpatrick read the Resolution:

# **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 April 15, 2024.

## **Comments:**

**Chair Kilpatrick** asked Dr. Murdaugh to mention the pen that the Trustees would be using to sign the Rebrand Resolution was one of the pens that Governor Ron DeSantis used to sign Senate Bill 522 into law. He also shared that both of his children attended Tallahassee Community College, received their associate's degree, and went to Florida State University. This renaming is the natural evolution of the process that TCC will go on to become more to this community, state, and region that we serve.

**Vice Chair Moore** shared her appreciation of the historic day, for having so many present to celebrate and that they are all the reason the college is so successful. She asked for a show of hands for how many in the audience had either attended the institution, had a child, sibling, neighbor attend, or worked here. She thanked everyone for helping change lives every single day.

**Trustee Messersmith** mentioned it has been awesome to be involved for forty-five-plus years at the college, to see its evolution, the different people, personnel, ideas, and thoughts, and now to see where it's going. It has touched so many people, and provided open doors that people never thought they would find. He thanked all those who made the name change happen and for making TCC one of the top colleges in the country.

**Trustee Lamb** shared he did not know when he was a young college student at Dillard University where he would be today. During the summer of 1967, while home for the summer, his family advised him that Tallahassee Junior College was being built in Tallahassee, so he jogged from Midway to apply for a job as a brick mason helper. He helped lay the first bricks for the Administration Building. When he joined the District Board of Trustees in 2007, one of the Trustees on the Board gave Dr. Bill Law, then president of Tallahassee Junior College, one hundred dollars for a brick to be placed at the flagpole for him. It is something he will never forget, and he will never forget TCC.

**Trustee Ward** mentioned that about thirty-six years ago TCC was his bridge to Florida State University. He did not have the SAT/ACT score to get into Florida State University, so he completed a year at TCC. He is grateful for this opportunity to be here and be a part of the TCC name change. He shared that there are a lot of students like himself that have the same story. He thanked the team for all the work that they have done to make this happen.

**Trustee Stevens** shared he was grateful to be part of the Board and the opportunity to serve in this capacity while the college is undergoing such a fundamental transformation. He thanked the Governor appointing him, the legislative delegation for their leadership to get this across the finish line and help us really take the college into the next generation. He thanked the students in attendance for representing and mentioned it is really them and future generations that will benefit, and that we were there to celebrate with them and what they bring to this community in terms of knowledge and skillset. He thanked them for choosing TCC, as they could have gone to a lot of places, and we are so incredibly grateful. He thanked President Murdaugh and his team of champions.

**The motion passed unanimously.**

**PUBLIC COMMENT**

None

**PRESIDENT'S REPORT**

Bertie will email all upcoming events.

**NEXT MEETING DATE**

May 20, 2024

Location: **Main Campus**

**ADJOURNMENT**

Chair Kilpatrick called for adjournment at 3:06 p.m.

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**Jonathan Kilpatrick**  
Chair

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**Jim Murdaugh, Ph.D.**  
President



May 20, 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 (March 2024)

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**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 \$1,050.00 for March 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: April 4, 2024  
 Invoice No. 83044  
 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
03/08/2024	DMH	Review email / Baglione Grievance	0.10
03/08/2024	DMH	Review email / UFF Grievance	0.10
03/10/2024	DMH	Review CBA and respond to email	0.10
03/18/2024	DMH	Review and reply to email	0.10
03/19/2024	DMH	Review Collective Bargaining Agreement / termination	0.40
03/19/2024	DMH	Review and reply to emails	0.10
03/19/2024	DMH	Prepare for and attend zoom call / grievance	1.00
03/20/2024	DMH	Review and reply to email	0.10
03/21/2024	DMH	Review and revise grievance response	0.20
03/21/2024	DMH	Draft email to Union	0.10
03/21/2024	DMH	Review client email to the Union	0.10
03/21/2024	DMH	Legal research and draft email to client / Weingarten rights	0.50
03/22/2024	DMH	Review and reply to email	0.10
03/22/2024	DMH	Analyze statutes regarding requirement to provide information	0.70
03/25/2024	DMH	Review and reply to email	0.10
03/25/2024	DMH	Telephone conference with client (President Murdaugh, C. Grause)	0.20
03/26/2024	DMH	Review email from client	0.10
03/28/2024	DMH	Review response to grievance	0.10
<b>Current Services</b>			<b>4.20</b>
			<b>\$1,050.00</b>

Tallahassee Community College

Invoice Date: April 04, 2024  
Invoice No. 83044  
Client No. 25480.006

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	4.20	\$250.00	\$1,050.00

Payments

03/21/2024	Payment	ACH rec'd 3/21/24 Invoice 82710	2,850.00
			<u>2,850.00</u>

Total Current Work	<u>\$1,050.00</u>
Previous Balance Due	\$1,950.00
Balance Due	<u>\$3,000.00</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





May 20, 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

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### **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 Department of Transportation – Traffic Safety Resource Prosecutor Program 23/24 - Amendment 1

This amendment reallocated funds for Personnel. The award amount remains the same.

Florida Department of Transportation – Traffic Safety Support 23/24 - Amendment 1

This amendment reallocated funds for Travel. The award amount remains the same.

#### **II. Commitments, Expenditures, Contracts for Service**

None at this time.

### **Past Actions by the Board**

Florida Department of Transportation – Traffic Safety Resource Prosecutor Program 23/24  
Initial award was approved at the November 2023 Board of Trustees meeting.

Florida Department of Transportation – Traffic Safety Support 23/24

Initial award was approved at the November 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.



May 20, 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

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**Item Description**

This item requests 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
<i>None to Report</i>			

**Original Appointments - Classified Staff**

Name	Position	Department	Effective Date
Jeremy Kuhne	Senior Science Lab Assistant	Math and Science Department	April 2, 2024
Haley Cardillo	Staff Assistant	International Student Services	April 8, 2024
Dezerae Robinson	Call Center Representative	Student Affairs - Call Center	April 9, 2024
Rodney McCammon	Event Support Specialist	Conference and Events	April 15, 2024
Harmony Punaes	Call Center Representative	Student Affairs - Call Center	April 19, 2024
Carrie Reed	Staff Assistant	President's Office	April 23, 2024
Jordyn Bowers	Student Support Specialist	Admissions and Records	April 23, 2024
Nicole Beard	HVAC Program Specialist	Workforce Development - AMTC	May 1, 2024
Jessica Pafford	Human Resource Manager	Human Resources	May 6, 2024
Marcus Ramirez	Maintenance Technician II	Facilities	May 6, 2024

**Original Appointments - Faculty**

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

**Original Appointments - Contracts & Grants**

Name	Position	Department	Effective Date
Jekita Williams	Career Development Specialist	100 Hour - Putnam CI	April 5, 2024
Leon Mathis	Technical Educator Instructor	DOC - Vocational Training	April 8, 2024
Gregory Bell	Employee Navigator	100 Hour - Polk CI	April 12, 2024
Mellia McKenzie	Program Specialist I	DOE – Charter Schools II	April 15, 2024
Madison Selent	Program Specialist I	DOE – Charter Schools II	April 15, 2024
Daniel Simpson	Career Development Specialist	Compass 180 DOC	April 15, 2024
Danielle Henry	Exceptional Education Teacher	TCA	May 1, 2024
Shawn Charlton	Career Development Specialist	Compass 180 DOC - DeSoto CI	May 3, 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
John Schultz	Theatre Faculty	Fine and Performing Arts	April 1, 2024	March 31, 2032
George Collins	Senior Environmental Services Technician	Environmental Services	May 1, 2024	April 30, 2032
Jeff Liang	Sociology Faculty	Sociology	May 1, 2024	April 30, 2032
Lynne Scarbrough	Human Resources Specialist I	Human Resources	April 1, 2024	March 31, 2032

**Separations (All Employees)**

Name	Position	Department	Effective Date	Separation Type
Donald Allen	Staff Assistant	WD Office Management	April 4, 2024	Resigned
Angela Isaac	Sponsored Programs Coordinator	Contract Managers	April 11, 2024	Resigned

Kyra Lee	Transfer Specialist	Transfer Services	April 12, 2024	Resigned
Michael Papagikos	Human Resources Manager	Human Resources	April 12, 2024	Resigned
Timothy Corker	Mailroom Clerk	Shipping, Receiving and Mail	April 18, 2024	Deceased
Carol Allen	Project Manager	DOE - Augmented Project Manager	April 19, 2024	Resigned
Andene Hendricks	Staff Assistant	Science and Math	April 25, 2024	Resigned
Nicole Benson	Director of Hospitality	FPSI	April 26, 2024	Resigned
Jerome Moore	Senior Environmental Services Technician	Facilities	April 30, 2024	Retired
Jessica Sullivan	Office Manager	Human Resources	May 1, 2024	Resigned

#### Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Samuel Gereg	Defensive Tactics Coordinator	FPSI	Tallahassee Police	Reserve Officer Status

#### 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
Maria Jordan	Career Development Specialist	100 Hour - Apalachee CI	April 8, 2024	Career Development Specialist
Gwendolyn Gascoigne	Accounting Specialist	Business Operations	April 8, 2024	Financial Services Office Manager
Randy Curby	Technology Consulting Manager	IT Consulting Services	April 22, 2024	Systems Support Manager
Kenneth Carolan	Technology Consultant	IT Consulting Services	April 22, 2024	Help Desk Consultant
Gari Hunter	Senior Assessment Coordinator	DOE - Postsecondary Assessment	May 1, 2024	Assessment Coordinator
Joseph MacMichael	Assistant Production Coordinator	Theatre	May 1, 2024	OPS
Kayla Ealum	Pre-Release Employment Navigator	Compass 180 DOC - Walton C.I.	May 6, 2024	Career Development Specialist
Kiana Cogdell	Assessment Coordinator	DOE - Postsecondary Assessment	May 6, 2024	Postsecondary Assessment Specialist



May 20, 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

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**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.

**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**

Presented as an information item only.

# TCC Foundation - Financial Update FY 24-25

## April 1, 2024 - April 30, 2024

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	<b>Total Received</b>	<b>\$93,618.64</b>	<b>\$157,794.68</b>	<b>\$163,001.26</b>
	Facility Support	\$183.25	\$1,223.58	\$165.90
	Program Support	\$50,222.50	\$47,578.79	\$61,079.36
	Scholarship Support	\$24,322.35	\$82,309.37	\$54,798.23
	Unrestricted Support	\$19,890.54	\$26,682.94	\$46,957.77
	<b>Net Assets</b>	<b>\$20,767,627</b>	<b>\$20,765,255</b>	<b>\$24,202,471</b>

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	Number of Donors	270	242	289
	Number of Gifts	285	269	320

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	<b>Total Received for Alumni</b>	<b>\$18,008</b>	<b>\$6,920</b>	<b>\$3,235</b>
	Number of Donors	57	57	52
	Number of Gifts	62	61	59

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	Cash	\$94,618.84	\$144,794.68	\$163,001.26
	Gifts in Kind	\$0.00	\$13,000.00	\$0.00
	Total Raised - Pledges Received	\$7,725.00	\$0.00	\$30,000.00
	Planned Gifts Confirmed	2	3	1
	Planned Gift Amount			\$1,000,000.00
	Grants Applied For			3
	Grants Received			\$1,590,209
	Pledges Expected by March 31, 2025			\$92,297.20

*The Foundation's Fiscal Year is April - March*



May 20, 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

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### **Item Description**

This item presents proposals for a new program, new courses, and course revisions.

### **Overview and Background**

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

The College is proposing the Professional Nursing (LPN to RN) clock hour program (900 hours). This new program allows students to continue to build upon the foundation knowledge of nursing to become licensed registered nurses. This program will accelerate students through the program to address the current nursing shortage.

The College is also proposing to implement academic levels of achievement for baccalaureate degree graduating students. The levels of academic achievement include Summa Cum Laude, Magna Cum Laude, and Cum Laude. Baccalaureate graduates would be recognized during commencement and their transcripts would be notated with honors accordingly.

### **Funding/ Financial Implications**

None

### **Past Actions by the Board**

The Board approved curriculum changes each year.

### **Recommended Action**

Approve the academic curriculum changes.



## **NEW PROGRAM**

### **Professional Nursing (LPN to RN) (900 clock hours)**

This program will help meet the local demand for more registered nurses. There are currently 2,851 job openings in Leon, Gadsden, and Wakulla for Registered Nurses (RN). The LPN to RN program remains on Florida's Regional Demand List to address the need for more nurses in our local community. This accelerated program will remove the general education requirements that are usually required in RN programs.

#### Program courses:

NSG0080	Nursing Transitions (111 clock hours)
NSG0081	Concepts of Geriatrics and Pharmacology in Nursing (102 clock hours)
NSG0082	Psychiatric Nursing (102 clock hours)
NSG0083	Medical Nursing (102 clock hours)
NSG0084	Surgical Nursing (102 clock hours)
NSG0085	Pediatric Nursing (102 clock hours)
NSG0086	Obstetric Nursing (102 clock hours)
NSG0087	Professional Nursing (91 clock hours)
NSG0089	Senior Practicum Intensive (86 clock hours)

## **NEW COURSES**

Course ID	Course Name	Rationale for New Course	Proposed Lab Fee
HFT1000	Introduction to Hospitality	FSU College of Hospitality requested the course due to the large number of Aspire students requesting the course.	\$0
NSG0080	Nursing Transitions	New Course for the Professional Nursing clock hour program	TBD
NSG0081	Concepts of Geriatrics and Pharmacology in Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0082	Psychiatric Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0083	Medical Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0084	Surgical Nursing	New Course for the Professional Nursing clock hour program	TBD

NSG0085	Pediatric Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0086	Obstetric Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0087	Professional Nursing	New Course for the Professional Nursing clock hour program	TBD
NSG0089	Senior Practicum Intensive	New Course for the Professional Nursing clock hour program	TBD

### **COURSE REVISIONS**

Course ID	Course Name	Type of Change	Current	Proposed	Rationale for Change
ENC1102	Argument & Persuasion	Course Title	Argument and Persuasion	English Composition II	Course title change will allow ENC 1102 to align better with the other colleges in the Florida College System.
NUR4950	Capstone Course	Prerequisite	Prerequisite: NUR3065, NUR3125, NUR3273, NUR3655, NUR3805, NUR4169, NUR4684, NUR4827, NUR4870	Prerequisite: NUR3065, NUR3125, NUR3273, NUR3655, NUR3805, NUR4169, NUR4684, NUR4870, Communications TCC Core, Humanities TCC Core, Social Science State Core group 1, CHM1032, and STA2023	Prerequisite change will allow for higher completion rates in the BSN program.
GLY2010	Physical Geology	Course Title	Physical Geology	Introduction to Geology	State mandated change to align with the General Education State Core requirements

## **Proposal for Academic Levels of Achievement for Baccalaureate Degrees**

The College is proposing to implement academic levels of achievement for baccalaureate degree graduating students. These levels will recognize outstanding academic achievement and provide an additional incentive for excellence.

The proposed honors are as follows:

1. **Summa Cum Laude (with Highest Honors):** Awarded to students who have earned a Bachelor of Science or a Bachelor of Applied Science degree. Achieving a 4.0 grade point average on all program of study coursework. This honor signifies exceptional academic performance.
2. **Magna Cum Laude (with High Honors):** Awarded to students who have earned a Bachelor of Science or a Bachelor of Applied Science degree. Achieving a grade point average between 3.75 and 3.99 on all program of study coursework. This honor recognizes significant academic achievement.
3. **Cum Laude (with Honors):** Awarded to students who have earned a Bachelor of Science or a Bachelor of Applied Science degree. Achieving a grade point average between 3.5 and 3.74 on all program of study coursework. This honor acknowledges commendable academic performance.

In addition to the above, honors graduates will be recognized in the following ways:

- **Commencement Ceremonies:** Honors graduates will be acknowledged during the commencement ceremonies. This recognition will highlight their exceptional achievements and contributions to our academic community.
- **Official College Transcript:** A notation indicating the specific honor (Summa Cum Laude, Magna Cum Laude, or Cum Laude) will be included on the official college transcript of each honors graduate. This notation will serve as a lasting testament to their academic excellence.

Implementing these honors will motivate our students to strive for excellence and contribute to the overall academic reputation of our institution.



May 20, 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:** Associate in Arts Degree Requirements effective Fall 2024

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### **Item Description**

This item proposes a new general education package for the Associate in Arts degree and modifies general education core courses within the Associate in Arts degree.

### **Overview and Background**

The Florida legislature passed legislation requiring a common core of general education courses to be required at all state universities and state colleges. New legislation and revisions to Rule 6A-14.0303, Florida Administrative Code, revises the list of general education core courses beginning Fall 2024.

TCC's academic divisions and the Academic Planning Committee have voted to offer the general education core courses and have revised requirements for the remaining general education courses to align with offerings across all state universities and state colleges. Additionally, all course descriptions and learning outcomes have been reviewed and revised for the general education core courses to adequately reflect the approved descriptions and outcomes approved by the State Board of Education.

### **Funding/ Financial Implications**

None

### **Past Actions by the Board**

The Board approved curriculum changes as needed throughout the year.

### **Recommended Action**

Approve the new Associate in Arts general education requirements.

Proposed General Education Package – effective Fall 2024

General Education Requirements for Associate in Arts Degree (36 Credit Hours)

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1. Communications – 9 semester hours

Select one course from AREA A and one course from AREA B and one course from AREA C

Area A. Communications State Core Courses

ENC1101 College Composition 3 credit hours

ENC1101C College Composition with Corequisites 3 credit hours

Area B.

ENC1102 English Composition 3 credit hours

Area C.

SPC2608 Public Speaking 3 credit hours

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2. Humanities – 6 semester hours

Select one course from AREA A and one course from AREA B

Area A. Humanities State Core Courses – Completion of ENC1101 is a prerequisite.

ARH2000 Art Appreciation 3 credit hours

HUM2020 Introduction to the Humanities 3 credit hours

LIT 2000 Introduction to Literature 3 credit hours

MUL2010 Music Appreciation 3 credit hours

PHI2010 Philosophy 3 credit hours

THE2000 Theatre Appreciation 3 credit hours

Area B.

ARH2050 Art History: Prehistory through Gothic 3 credit hours

ARH2051 Art History: Renaissance through Contemporary 3 credit hours

ARH2500 Art of the World 3 credit hours

HUM2210 Humanities of the World: Prehistory through Sixteenth Century 3 credit hours

HUM2230 Humanities of the World: Sixteenth Century through Contemporary 3 credit hours

PHI2100 Introductory Logic 3 credit hours

PHI2600 Ethics 3 credit hours

REL2300 World Religions 3 credit hours

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3. Mathematics – 6 semester hours

Select one course from AREA A and one course from AREA B

Area A Mathematics State Core Courses

MAC1105 College Algebra 3 credit hours  
MAC1105C College Algebra with Corequisites 4 credit hours  
MAC2311 Calculus with Analytic Geometry I 5 credit hours  
MGF1130 Mathematical Thinking 3 credit hours  
STA2023 Introductory Statistics 3 credit hours

Area B

MAC1105 College Algebra 3 credit hours  
MAC1105C College Algebra with Corequisites 4 credit hours  
MAC1114 Precalculus Trigonometry 3 credit hours  
MAC1140 Precalculus Algebra 3 credit hours  
MAC2233 Calculus for Management 3 credit hours  
MAC2311 Calculus with Analytic Geometry I 5 credit hours  
MAC2312 Calculus with Analytic Geometry II 5 credit hours  
MAC2313 Calculus with Analytic Geometry III 4 credit hours  
MAP2302 Differential Equations I 3 credit hours  
MGF1131 Mathematics in Context 3 credit hours  
STA2023 Introductory Statistics 3 credit hours

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4. Natural Sciences – 6 semester hours

Select one course from AREA A and one course from AREA B

Area A Natural Sciences State Core Courses

AST1002 Introduction to Astronomy 3 credit hours  
BSC1005 Introduction to Biological Sciences 3 credit hours  
BSC2010 Biology for Science Majors I 3 credit hours  
BSC2085 Anatomy and Physiology I 3 credit hours  
CHM1020 Chemistry for General Education 3 credit hours  
CHM1045 General Chemistry I 3 credit hours  
PHY1020 Fundamentals of Physics 3 credit hours  
PHY1053 Elementary College Physics 3 credit hours  
PHY2048 General Physics I 4 credit hours  
ESC1000 Earth and Its Environment 3 credit hours  
EVR1001 Introduction to Environmental Sciences 3 credit hours  
GLY2010 Introduction to Geology 3 credit hours

OCE1001 Introductory Oceanography 3 credit hours

Area B

BSC1020 Introduction to Human Biological Sciences 3 credit hours

BSC2010 Biology for Science Majors I 3 credit hours

BSC2085 Anatomy and Physiology I 3 credit hours

CHM1032 General Chemistry for Allied Health 3 credit hours

CHM1045 General Chemistry I 3 credit hours

GLY2010 Introduction to Geology 3 credit hours

MET1010 Meteorology 3 credit hours

OCE1001 Introductory Oceanography 3 credit hours

PHY2053 College Physics I 3 credit hours

PHY2048 General Physics I 4 credit hours

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5. Social Sciences – 9 credit hours

Select one course from AREA A, Group 1.

Select one course from AREA A, Group 2

Select one course from AREA B

Area A. Social Sciences State Core

Group 1

ANT2000 Introduction to Anthropology 3 credit hours

ECO2013 Principles of Economics: Macro 3 credit hours

PSY2012 General Psychology 3 credit hours

Group 2

AMH2010 History of the United States I 3 credit hours

AMH2020 History of the United States II 3 credit hours

POS1041 National Government 3 credit hours

Area B

ANT2410 Introduction to Cultural Anthropology 3 credit hours

DEP2004 Human Development: Birth to Senescence 3 credit hours

ECO2023 Principles of Economics: Micro 3 credit hours

EUH1000 Western Civilization I 3 credit hours

EUH1001 Western Civilization II 3 credit hours

GEA2000 World Regional Geography 3 credit hours

INR2002 International Relations 3 credit hours

POS1112 State and Local Government 3 credit hours

SYG1000 Principles of Sociology 3 credit hours

SYG2010 Contemporary Social Problems 3 credit hours

WOH2012 History of Civilization I 3 credit hours

WOH2022 History of Civilization II 3 credit hours

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## Additional Requirements for the Associate of Arts Degree

### A. Electives – 24 semester hours

In addition to the general education requirements listed above (36 semester hours), students must complete 24 semester hours of elective coursework appropriate to the A.A. degree. A total of 60 credit hours is required for the A.A. degree.

A maximum of two semester hours of credit in physical education activity courses, including dance courses, may be allowed toward the 60 semester hours required for graduation. This limitation does not include nonactivity courses. A total of four semester hours of credit in music organization and music activity course may be allowed.

Other courses that are not acceptable toward the A.A. degree are designated in the course description that are part of the Course Information section of the catalog.

### B. Foreign Language

Two credits in one foreign language at the secondary level or the equivalent at the postsecondary or college level.

### C. Grade Point Average

Minimum 2.0 grade point average in TCC coursework and minimum 2.0 cumulative grade point average (all colleges coursework).

### D. TCC Credit

At least 25% of credit hours earned toward degree must be from TCC.

### E. Civic Literacy Competency

Pass a course (AMH2010, AMH 2020 or POS1041) AND pass an assessment. See Florida Civic Literacy Exam and graduation in the TCC catalog.





May 20, 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:** Policy Manual Changes

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**Item Description**

This item requests Board approval of Policy Manual changes in chapter 7000 – Property.

**Overview and Background**

The College brings forth a request to modify the College's Policy Manual: revision of Policy 7230 – Gifts to the College clarifies authority for the acceptance of gifts to the College.

**Funding/ Financial Implications**

N/A

**Past Actions by the Board**

The Board approved previous revisions to the College's Policy Manual in March 2024.

**Recommended Action**

Approve revision of College policies as presented.



Book	Policy Manual
Section	7000 Property
Title	GIFTS TO THE COLLEGE _Tracked Changes
Code	po7230
Status	
Legal	<a href="#">F.S. 112.312</a> F.S. 1001.64 F.S. 1001.65

Adopted

#### 7230 - **GIFTS TO THE COLLEGE**

The President is authorized to accept gifts or donations to the College, on behalf of The District Board of Trustees (Board), of money, equipment, supplies, and materials. The President may accept the terms and conditions of any such gift or donation, as deemed appropriate, and shall have the discretion to accept or deny the gift or donation on the basis of those terms and conditions.

Gifts of real property or equipment intended for use by the College or Foundation must be approved by the President prior to acceptance. The President may not accept any mortgages, contracts or any other obligations for either the College or Foundation without the prior approval of the Board of Trustees. If the mortgage, contract or other obligation may affect assets of the Foundation in any way, prior approval of the Foundation Board of Directors is also required.

Any gift conveying title shall be submitted to the Board for individual acceptance.

~~The President is authorized to accept individual gifts or donations of money up to \$500 per gift. If an individual gift or donation exceeds \$500, it shall be submitted to the Board for acceptance.~~

Gifts or donations from such groups or organizations as classes, affiliated clubs, and booster groups, shall be handled in accordance with this policy.

If a donor does not specify how the gift or donation is to be used, the use shall then be at the discretion of the President.

Any monetary gift or donation shall be properly receipted and processed in accordance with applicable College procedures.

**At the President's discretion, a gift or donation may be presented to or recognized by the Board.**

~~Permanent structures shall have utilitarian value in the operation of the College or be erected in memory of a person who has been associated with the College either as a student or employee, or an organization which has made some outstanding contribution to the College.~~

The Board shall not accept a gift of art unless the cost of installation, operation, and maintenance is consistent with the value of the gift to the College. An art gift will require the approval of the President.

Articles of equipment donated to the College by individuals, groups, or organizations may be accepted if they contribute to the operation of the College program. Donors shall be notified that the title of this gift shall be in the name of the Board.



Book	Policy Manual
Section	7000 Property
Title	GIFTS TO THE COLLEGE_Final
Code	po7230
Status	
Legal	<a href="#">F.S. 112.312</a> F.S. 1001.64 F.S. 1001.65
Adopted	May 20, 2024

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May 20, 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 - April

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**Item Description**

This item is to provide the Board a summary of the College's operating revenues and expenses as of 4/30/2024.

**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 April 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 April 30, 2024**

<b>REVENUE</b>	<b>April Actual</b>	<b>Month Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Budget</b>
Student Fees	\$3,201,157	\$2,577,760	\$30,528,311	\$25,777,603	\$30,933,124	99%
State Support	4,403,530	3,642,644	34,212,771	36,426,436	43,711,723	78%
Federal Support	-	250,000	576,497	2,500,000	3,000,000	19%
Other Revenue	43,279	-	231,272	-	-	N/A
<b>TOTAL REVENUE</b>	<b>7,647,966</b>	<b>6,470,404</b>	<b>65,548,851</b>	<b>64,704,039</b>	<b>77,644,847</b>	<b>84%</b>
<b>EXPENSES</b>	<b>April Actual</b>	<b>Month Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Expenses</b>
<b><u>PERSONNEL COSTS</u></b>						
Administrative	277,512	363,735	3,181,177	3,637,350	4,364,820	73%
Instructional	1,100,133	1,279,552	11,059,696	12,795,517	15,354,620	72%
Non-Instructional	1,445,374	1,450,527	14,098,750	14,505,273	17,406,328	81%
OPS	668,586	592,829	5,859,800	5,928,290	7,113,948	82%
Personnel Benefits	1,085,868	1,152,511	10,539,914	11,525,109	13,830,131	76%
<b>TOTAL PERSONNEL COSTS</b>	<b>4,577,473</b>	<b>4,839,154</b>	<b>44,739,337</b>	<b>48,391,539</b>	<b>58,069,847</b>	<b>77%</b>
<b><u>CURRENT EXPENSES</u></b>						
Services	409,172	376,888	3,790,061	3,768,876	4,522,651	84%
Material & Supplies	130,061	326,656	2,626,812	3,266,555	3,919,866	67%
Other Current Charges	466,397	844,374	7,396,358	8,443,736	10,132,483	73%
<b>TOTAL CURRENT EXPENSES</b>	<b>1,005,630</b>	<b>1,547,917</b>	<b>13,813,231</b>	<b>15,479,167</b>	<b>18,575,000</b>	<b>74%</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>83,333</b>	<b>9,774</b>	<b>833,333</b>	<b>1,000,000</b>	<b>1%</b>
<b>TOTAL EXPENSES</b>	<b>\$5,583,103</b>	<b>\$6,470,404</b>	<b>\$58,562,342</b>	<b>\$64,704,039</b>	<b>\$77,644,847</b>	<b>75%</b>

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

**Issued in April 2024**

<b>Purchase Order</b>	<b>Purchase Order Date</b>	<b>Supplier</b>	<b>Total PO Amount</b>	<b>Description</b>	<b>Approval/Exemption</b>
PO-020025	4/15/2024	HESI - Division of Elsevier, Inc.	229,032.82	Nursing program testing	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(a) Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audio-visual materials, graphic and computer based instructional software.
PO-020094	4/22/2024	Mannington Commercial	110,261.99	Replacement flooring within the Student Union/Bookstore	Solicitation via State of Florida contract # 3016170020ACS
PO-020145	4/26/2024	Miami Dade College	155,000.00	Development of an Exceptional Student Education monitoring tool and charter school training material	Exempt from the solicitation process, per CFR 200.320(c)(4): The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity.



May 20, 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

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**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 – MAY 2024

## MAIN CAMPUS (SITE 1)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	5 Year Educational Plant Survey	90%	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%	June 2024	Project commenced 12/14/2023
PJ-0493	DH Room 138 Remodel	100%	April 2024	Complete
PJ-0357	SM 114 - Classroom Renovations	15%	TBD	Room closure 5/7/2024
PJ-0165	SM 118 - Classroom Renovations	15%	TBD	Scheduling room closure
PJ-0260	SM 129 - Classroom Renovations	15%	TBD	Room closure 5/7/2024
PJ-0360	SM 211 - Classroom Renovations	15%	August 2024	Room closure 5/6/2024
PJ-0499	HSS 255 - Classroom Renovations	15%	August 2024	Room closure 5/6/2024
PJ-0417 PJ-0430 PJ-0429	CH 141,144,145 Foreign Language Labs Conversion to New Classroom	100%	April 2024	Complete
PJ-0355	CH 233 - Classroom Renovations	15%	August 2024	Scheduling room closure
PJ-0356	CH 234 - Classroom Renovations	15%	August 2024	Room closure 5/7/2024
PJ-0449	Administration Bldg#27 Lobby	95%	May 2024	Awaiting one table and re-installation of logo
N/A	Administration Bldg#27 Underground Lighting	80%	May 2024	In progress
N/A	Administration Bldg#27 2 <sup>nd</sup> Floor Women's Restroom	5%	June 2024	Survey in progress
N/A	AD Bldg#27 - Duct Cleaning	10%	June 2024	Air duct cleaning to commence 5/6/2024
N/A	TPPS Bldg#11 - 2 <sup>nd</sup> Floor Duct Cleaning	10%	June 2024	Air duct cleaning to commence 5/6/2024
N/A	Irrigation for Planter Beds	15%	June 2024	Scheduled to start 5/6/2024
N/A	Install New Planter Beds	15%	June 2024	Scheduled to start 5/13/2024
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%	May 2024	Purchase order submitted
PJ-0342	Athletics – LS Interior Renovation	95%	May 2024	Substantial Completion 4/26/24
PJ-0447	LSC – Metal Coping/Roofing	90%	May 2024	Materials on back order
PJ-0341	Athletics –Softball / Baseball Complex Improvements	10%	TBD	GMP Approved April BOT and PO issued
PJ-0453	Bleacher Evaluation	75%	May 2024	Annual inspection
PJ-0428	CUP Renovation and Infrastructure	55%	June 2025	Materials ordered
PJ-0428	CUP Roof	10%	June 2024	Materials received
PJ-0467	Lightning Protection - CUP	5%	July 2024	Awaiting roof repairs
PJ-0471	APB Bldg#53 Roof	75%	June 2024	In progress
PJ-0471	Southern Pipe Bldg#46 Roof	50%	June 2024	Materials received
PJ-0365	CUP Control Room and ADA Restrooms	30%	August 2024	Construction in progress
PJ-0428	SM Bldg#18 1, 2, 3 & 4 AHU Replacement	10%	September 2024	PO issued
PJ-0428	FPAC Bldg#12 AHU 6 & 7 Replacement	10%	July 2024	PO issued
PJ-0428	Library Bldg#30 AHU 1 Replacement	10%	October 2024	Pending June BOT approval
PJ-0428	Replace Smardt Chiller	5%	October 2024	Pending May BOT Approval
PJ-0374	State DM - 15KV Electrical Underground Infrastructure	20%	March 2025	Equipment ordered and expected by Fall 2024
N/A	Truck Driving Testing Course Striping – Two Test Sites	100%	April 2024	Complete
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%	May 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	PO issued to BKJ
PJ-0436	Solar Powered Covered Walkways	15%	August 2024	Material on order
PJ-0390	Solar Light Pole	100%	April 2024	Complete
N/A	TPPN Valve Pit Repairs	0%	June 2024	Repairing two valve pits
PJ-0445	English Bldg#01 Restrooms Renovation	10%	TBD	GMP Pending May BOT 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 675,570 Plastic Bottles from going to landfills
N/A	Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 3,376,000 Plastic Bags from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 33,779 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%	May 2024	In progress – Door installed Awaiting communication cable
PJ-0405	State DM - Replace Chillers, Pumps and Install VFD's Bldg#4	85%	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	45%	June 2024	Parts on order
N/A	Install Water Treatment/Filters for Chilled Water/Hot Water	35%	May 2024	Awaiting quotes

PJ-0448	Housing HVAC Renovations	90%	November 2024	Materials on order
PJ-0448	Housing Outside Air Unit - East	65%	June 2024	Installation in progress
PJ-0448	Housing Outside Air Unit - West	5%	November 2024	Pending May BOT Approval
N/A	Housing/Dorm Modernization	15%	June 2025	Replacement of lights, toilets, beds, etc.
N/A	Replace Housing 450 Gallon Hot Water Expansion Tank	5%	May 2025	Materials on order
PJ-0448	Dining Facility Renovations	25%	TBD	Roof Access, Awaiting Fabrication
PJ-0478	Defensive Tactics HVAC Renovations	95%	May 2024	HVAC/Infrastructure Upgrades
N/A	Defensive Tactics Mezzanine Access	80%	May 2024	New ladder installation
PJ-0480	FPSI Housing Elevator Modernization	5%	May 2024	PO Issued, Materials on order
PJ-0483	FPSI Dorm Annex Windows	10%	June 2024	PO issued
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%	August 2024	Repairs in progress
PJ-0486	FPSI Stormwater Drainage	50%	August 2024	Repairs in progress
PJ-0487	FPSI Firing Range Improvements	35%	June 2024	Commenced repairs
PJ-0492	FPSI Roof at Dorm Wings South and North	55%	May 2024	In progress
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 approved at April BOT, PO issued, Expected start in May
PJ-0431	CFI Smoke Exhaust Removal	10%	TBD	Finalizing GMP

N/A	CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles
PJ-0497	CFI – 3 <sup>rd</sup> Floor Renovation	5%	TBD	PO issued to Architect
PJ-0488	CFI Roof	5%	TBD	Approved at April BOT, PO issued

### 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	<b>SM 114</b> - Classroom Renovations	\$ 21,744.29
PJ-0165	<b>SM 118</b> - Classroom Renovations	\$ 42,419.96
PJ-0360	<b>SM 211</b> - Classroom Renovations	\$ 27,774.36
PJ-0355	<b>CH 233</b> - Classroom Renovations	\$ 19,166.32
PJ-0356	<b>CH 234</b> - Classroom Renovations	\$ 19,151.32
PJ-0260	<b>SM 129</b> - Classroom Renovations	\$ 42,569.77
PJ-0499	<b>HSS 255</b> - Classroom Renovations	\$ 0.00



May 20, 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 – English Building No. 01 – 1<sup>st</sup> Floor Restrooms Renovation Project

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### **Item Description**

This item requests approval of the Guaranteed Maximum Price (GMP) for the TCC English Building No. 01 – 1<sup>st</sup> Floor Restrooms Renovation Project.

### **Overview and Background**

This project includes interior renovations to the restrooms on the first floor of the English Building No. 01, 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 LLC. The bid specifications were approved by TCC and Southern Standard Construction LLC. and released to the public on February 25, 2024. Proposals from sub-contractors were opened on April 26, 2024 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the TCC English Building No. 01 – 1<sup>st</sup> Floor Restrooms Renovation Project is \$435,986.79 with supporting documents attached.

### **Funding/ Financial Implications**

The GMP for this project is \$435,986.79 with the construction contract being funded from local College funds.

### **Past Actions by the Board**

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the November 27, 2023 BOT meeting.

### **Recommended Action**

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Southern Standard Construction LLC, for the TCC English Building No. 01 – 1<sup>st</sup> Floor Restrooms Renovation 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: English Building 1<sup>st</sup> Floor Restroom Renovations  
444 Appleyard Drive  
Tallahassee, Florida 32304-2815

Gentlemen:

I have received the Construction Documents, consisting of the Drawings and the Project Manual entitled “**English Building 1<sup>st</sup> Floor Restroom Renovations**” dated **August 25th, 2023** as prepared by **BKJ Architects**. I have also received the following Addenda numbers: **One (03/13/24)** and have included their provisions in my proposal. I have examined all the Construction Documents and the site and submit the following GMP. \$ 435,986.79

Alternate #1	<u>NA</u>
Alternate #2	<u>NA</u>
Alternate #3	<u>NA</u>

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 May 2nd, A.D., 2024.*

Southern Standard Construction, LLC (SEAL)  
**Franklin Lee**  
 Digitally signed by Franklin Lee  
 DN: C=US, E=franklin@ssconstruction.com,  
 O=Southern Standard Construction, CN=Franklin Lee  
 Date: 2024.05.02 15:02:41 -0400  
 Authorized Signature



05/02/2024  
 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.

- 2.3 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



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 Constructors 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 to not 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.  
DA Initial FL 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 (5<sup>th</sup>) 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 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.

- 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 Minor 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 TCC, 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 in 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 TCC 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 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

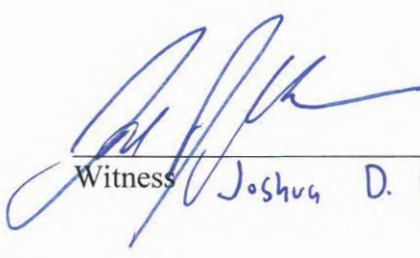


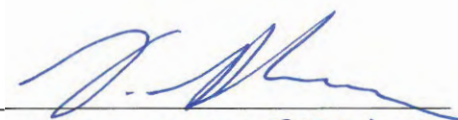
sufficient documentation to ensure they are properly licensed to perform the Work and construction contemplated in this Agreement. At all times related to the Work and construction contemplated in this Agreement, the Construction Manager must comply with all local, state and federal laws, rules, regulations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

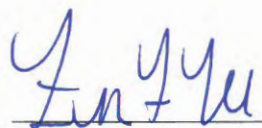
- 15.11 PERMITS AND LICENSES: Construction Manager shall obtain or require the Trade Contractors and subcontractors to obtain all necessary permits and licenses for the Work and construction contemplated under this Agreement. TCC is not responsible for obtaining such permits and licenses (unless TCC 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 Joshua D. Pasqualone

By:   
VANESSA ANDERSON, VP OF OPERATIONS

  
Witness Franklin Lee


Date: 09/18/23

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

TALLAHASSEE COMMUNITY  
COLLEGE

  
Witness

By: Barbara K. Willis

  
Witness

Date: 09/19/2023