



March 21, 2022

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 is provided for your use at the Monday, March 21, 2022 Board Meeting.

The meeting will be held in the Florida Public Safety Institute at 75 College Drive, Havana FL.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Jim Murdaugh". The signature is written in a cursive style with a large, sweeping initial "J".

Jim Murdaugh, Ph.D.
President

Agenda
District Board of Trustees
Florida Public Safety Institute
75 College Drive
Havana, FL 32333
Monday, March 21, 2022
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. February 21, 2022 Meeting
Request Board 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 allow 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 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 (January 2022)
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
None required. Report provided for information only.

Academic Affairs

6. 2021-2022 Dual Enrollment Articulation Agreement with Liberty County School Board

The Board approves the articulation agreement.

Administrative Services

7. Architect Invoices
Authorize payment of architectural invoices as presented.
8. Certificate of Final Inspection - TCC Welding Technologies Laboratory Project
Approve the attached Certificate of Final Inspection, Office of Educational Facilities (OEF) Form 209, authorizing final payment to contractor, Cook Brothers Inc., for the TCC Welding Technologies Laboratory Project.
9. Construction Status Report
Presented as an information item only.
10. Fund Analysis - February
For information only, no Board action required.
11. Guaranteed Maximum Price – TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations Project
Approve the Guaranteed Maximum Price Contract from Allstate Construction, Inc., for the TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations Project.
12. Oyster Dome License Agreement
Approve the Exclusive License Agreement between TCC and Restord Tech, LLC.
13. Revenue Sharing Agreement
Approve the Revenue Sharing Agreement between TCC and Restord Tech, LLC.
14. Policy Manual Changes
Approve revision of College policies as presented.

PUBLIC COMMENT

WORKSHOP

PRESIDENT'S REPORT

NEXT MEETING DATE

April 18, 2022

Location: **Wakulla Environmental Institute**

ADJOURNMENT

Minutes
District Board of Trustees
Ghazvini Center for Healthcare Education,
1528 Surgeons Drive
Tallahassee, FL 32308
Monday, February 21, 2022
Business Meeting & Workshop – 2:30 PM

The February 2021 District Board of Trustees meeting was called to order by Chair Grant at approximately 2:29 p.m.

Members Present: Chair Grant, Trustee Lamb, Messersmith, Moore, Stevens, Ward, Kilpatrick

Absent: None **Via phone/Zoom:** None

Others Present: President Murdaugh, Candice Grause, Celia Cassels, Mark Logan, Craig Knox, Calandra Stringer, Heather Mitchell, Kim Moore, Sheri Rowland, Kalynda Holton, Renae Tolson, Joey Walter, Steve Haynes, Julie Baroody, Amy Bradbury, Suzi Baugh, Amanda Clements, Al Moran, Lei Wang, Nyla Davis, Bob Ballard, Anthony Jones, Richard Moore, Barbara Wills, Bobby Jones, Don Herr, Wes Hardin, Steve Solomon, Susan Bulecza, Angela Long, Frank Mix

COMMENTS

i. Board Chair Grant asked everyone to stand for a moment of silence for the late former TCC President, James H. Hinson, and to stand for the pledge of allegiance. He mentioned TCC has had a remarkable month and highlighted a few moments – Heroes in Public Safety (HIPS) Event, winning the Leah Meyer Austin award, and for being selected as 1 of 5 colleges in the state to open a STEM Charter school. He stated that he is humble and proud to be part of TCC.

ii. Board Members - Trustee Messersmith stated he appreciated Chair Grant's comments in that they all feel as he does. He was inspired by the HIPS event, participated in President's Leadership Institute Luncheon, and attended Leah Meyer Austin award. Trustee Lamb enjoyed the Black History Calendar event and luncheon, and HIPS. Trustee Moore echoed Trustee Lamb's comments. Trustee Stevens shared a story about the TCC's basketball assistant coach. Trustee Ward appreciated the HIPS event and for hosting for sophomore students from FSU. Trustee Kilpatrick stated he is excited for the charter school.

iii. President Murdaugh spoke on TCC winning the Leah Meyer Austin Award along with being named a Leader College with Distinction making TCC the only college in Florida to receive it. Congratulated Dr. Kimberly Moore for getting her doctorate and wished her team good luck at the Bellwether Awards. He shared that Dr. Sheri Rowland, 1 of 20 Vice Presidents across the country, was selected to serve on national board of student affairs, administrators, and higher education. He spoke upon the college being chosen to become a STEM Charter School and is scheduled to start in August 2022. He invited Provost Stringer and Director Herr to share what construction is being done in the Ghazvini building to double the nursing program. And, he thanked VP Wills for getting the funds for construction.

APPROVAL OF MINUTES

1. January 18, 2022 Meeting
Request Board approve minutes as presented.

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

INFORMATION AND NEWS ITEMS

VP Moran shared print news on Kenny Maguire's exhibit on campus, Chuck Moore, the Cherry Hall Alexander calendar, TCC Charter school, and winning the Leah Meyer Austin award. He also presented news clips about Black History calendar, the Cherry Hall Alexander calendar, Public Safety Day, TCC baseball players visiting Canopy Oaks Elementary School, etc.

UNFINISHED BUSINESS

None

PRESENTATIONS

VP Mitchell shared 4 presentations on the 7th Annual Clever and Cork Festival. She thanks the Moore Agency, Capital Regional Medical Center, Peter Boulware Toyota, Tallahassee Memorial Hospital, and Capital City Bank for the support and invited each representative to speak to the Board.

NEW BUSINESS

Approval of Consent Agenda

2. Architect Invoices
Authorize payment of architectural invoices as presented.
3. Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.
4. Collective Bargaining Agreement
Request the District Board of Trustees approve and ratify the CBA between UFF and TCC for current fiscal year 2021-2022.
5. Human Resource Report
Approve the report as presented.

MOTION: Trustee Stevens

SECOND: Trustee Moore

Motion passed unanimously.

TCC Foundation

6. TCC Foundation Update
VP Mitchell shared information on donations, constructions, and upcoming events
None required. Report provided for information only.

Academic Affairs

7. 2022-2023 Early College Program Agreements
The Board approves the 2022-2023 Early College program agreements.
MOTION: Trustee Moore **SECOND:** Trustee Ward
Motion passed unanimously.
8. Revised 2021-2022 and 2022-2023 Academic Calendars
The Board approves the revised 2021-2022 and 2022-2023 academic calendars.
MOTION: Trustee Stevens **SECOND:** Trustee Moore
Motion passed unanimously.
9. Academic Curriculum Changes
That the Board approve the recommendation for the program proposed and course additions, as attached.
MOTION: Trustee Stevens **SECOND:** Trustee Moore
Motion passed unanimously.

Administrative Services

10. Fund Analysis - January
For information only, no Board action required.

11. Restrictive Covenant
The Board approve the restrictive covenant on the Hurst Museum.
MOTION: Trustee Stevens **SECOND:** Trustee Lamb
Motion passed unanimously.

12. Disposition of Surplus Property Assets
Authorize the College to dispose of the items designated as surplus.
MOTION: Trustee Kilpatrick **SECOND:** Trustee Moore
Motion passed unanimously.

13. Construction Status Report
Presented as an information item only.

14. Guaranteed Maximum Price - TCC Center for Innovation (CFI) 2nd Floor Renovations Project
Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Childers Construction Company, for the TCC Center for Innovation (CFI) 2nd Floor Renovations Project.
MOTION: Trustee Stevens **SECOND:** Trustee Lamb
Motion passed unanimously.

15. Guaranteed Maximum Price – TCC Student Union 1st Floor Renovations Project
Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Mad Dog Construction, for the TCC Student Union 1st Floor Renovations Project.
MOTION: Trustee Stevens **SECOND:** Trustee Ward
Motion passed unanimously.

16. Policy Manual Changes
Approve revision of College policies as presented.
MOTION: Trustee Moore **SECOND:** Trustee Lamb
Motion passed unanimously.

PUBLIC COMMENT

None

WORKSHOP

VP Wills presented the last group of revised policies including old, new, and combined policies. She provided an overview of the adoption process and highlighted certain items she felt necessary to share. She thanked NEOLA for their partnership in helping to revise policies. Trustee Messersmith wants to make sure the language in the policies are clear and precise to which VP Wills said they are. Trustee Moore asked about the social media policies with VP Wills answering all questions on who and what can be posted.

PRESIDENT’S REPORT

In recognition of Juneteenth on Monday, June 20th he asked for consideration in moving the Board Meeting to Tuesday, June 21st.

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

NEXT MEETING DATE

March 21, 2022 Location: **Florida Public Safety Institute**

ADJOURNMENT

Chair Grant called for adjournment at approximately 3:56 p.m.



March 21, 2022

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 (January 2022)

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 September 19, 2016 Board Meeting.

Funding/ Financial Implications

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$175.00 for January 2022.

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: February 10, 2022
 Invoice No. 77397
 Client No. 25480.006

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

Purchase Order No. PO-014014

Statement of Legal Services

			Hours
01/13/2022	DMH	Telephone conference with client (C. Grause) / UFF	0.10
01/13/2022	DMH	Draft email to client	0.10
01/19/2022	DMH	Review and reply to emails	0.30
01/19/2022	DMH	Telephone conference with (C. Grause)	0.10
01/31/2022	DMH	Review email regarding collective bargaining agreement	0.10
Current Services			0.70
			\$175.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	0.70	\$250.00	\$175.00

Payments

11/23/2021	Payment	ACH rec'd 11/23/21 Invoice 76442	5,289.47
01/25/2022	Payment	ACH rec'd 1/25/22 Invoice 76851	1,800.00
			7,089.47

Total Current Work	\$175.00
Previous Balance Due	\$0.00
Balance Due	\$175.00

Tallahassee Community College

Invoice Date: February 10, 2022
Invoice No. 77397
Client No. 25480.006

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



March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Sponsored Programs – Provider

Item Description

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

Overview and Background

The following are recommended for approval.

I. Receipt, Amendment, Extension of Resources

Florida Department of Education - Civic Literacy Excellence Initiative: Coaches and Captains - Amendment 1

This amendment reallocates funding by reducing salary and benefits from 24 to 20 months to allow Sponsor to offer monthly employee stipends to cover 90% of employee health insurance premium expenses. This allowance is only included if the employee chooses health insurance during eligible enrollment periods. The award amount remains the same.

Florida Department of Education - Expanding Early Career and Technical Education (CTE) College High School - Amendment 1

This amendment updated the Scope of Work and Performance Based Deliverables. The award amount remains the same.

Florida Department of Education - Pathways to Career Opportunities

This award provides funding to expand prior year Pathways grant activities, Electrical CTC programs. The amount of this award is \$169,901 with an indirect cost rate of 0%. The award period is 7/1/21 through 6/30/22.

National Association for Community College Entrepreneurship (NACCE)/IBM SkillsBuild

This award provides funding for TCC to participate as a Pilot School for the 2021/2022 IBM Skills Build Pilot Program. This pilot program will review the SkillsBuild Platform to develop

an educator resource portal or toolkit. The award amount is \$5,000 with an indirect cost rate of 0%. The funding period is from 12/1/21 through 10/31/22.

Florida Department of Education - Number One Standards Teacher Professional Development Initiative - TCC

This award provides support for the implementation of Florida's B.E.S.T. Standards. The award amount is \$1,500,000 with an indirect cost rate of 8%. The funding period is from 7/1/21 through 6/30/22.

Florida Department of Corrections - Alternative Career and Technical (ACTE) Teacher Certification Program (TCP)

This award will assist in the development of a Standard Operating Procedure (SOP) Guide of the creation of an Alternative Career and Technical (ACTE) Teacher Certification Program (TCP) on behalf of the Florida Department of Corrections (FDCO) that meets F.S.1012.39(c). The award amount is \$301,600 with an indirect cost rate of 10%. The funding period is from 1/4/22 through 6/30/22.

II. Commitments, Expenditures, Contracts for Service

None at this time.

Past Actions by the Board

Florida Department of Education - Civic Literacy Excellence Initiative: Coaches and Captains
Initial award approved at the February 2022 Board of Trustees meeting.

Florida Department of Education - Expanding Early Career and Technical Education (CTE) College High School

Initial award approved at the February 2022 Board of Trustees meeting.

Funding/ Financial Implications

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the new awards is \$144,111.11.

Recommended Action

Authorize funding for the awards and contracts as presented.



March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Human Resource Report

Item Description

This item request Board approval for personnel actions.

Overview and Background

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

Past Actions by the Board

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

Funding/ Financial Implications

This item is funded by the 2021-2022 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
Voncile Parrish	Custodial Worker	Facilities	February 1, 2022
Gina Gaston	Student Support Specialist	Admissions and Records	February 1, 2022
David Starling	Video/Multimedia Producer	Communications	February 7, 2022
Kimberly Grippa	Nonprofit Resources Center Coordinator	Workforce Development/INIE	February 14, 2022

Original Appointments - Faculty

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

Original Appointments - Contracts & Grants

Name	Position	Department	Effective Date
Wanda Udell	Career Development Specialist	Compass 100 DOC - Columbia C.I.	February 1, 2022
Dayon Baker	Career Development Specialist	Compass 100 DOC Century CI	February 1, 2022
Russell Upchurch	Career Development Specialist Coordinator	Compass 100 DOC	February 1, 2022
Suzanne Adimolfi	VPK Regional Facilitator	DOE - VPK	February 1, 2022
Christine Burkat	Career Development Specialist	Compass 100 DOC - Central Florida Reception Center	February 3, 2022
Elizabeth Harvin	Career Development Specialist	Compass 100 DOC - Okaloosa CI	February 4, 2022
Catherine Medina	Career Development Specialist	Compass 100 DOC - Wakulla C.I.	February 4, 2022
Patricia Donnelly	Special Education Assistant	DOC - Charlotte CI	February 7, 2022
David Fechtel	Program Manager	DOE - FL. Education Foundation	February 9, 2022
Christopher Hamilton	Program Manager	DOE - FL. Education Foundation	February 9, 2022
Kadie Bodden	Special Education Assistant	DOC - Columbia C.I.	February 14, 2022
Veronica Foster	Career Development Specialist	Compass 100 DOC- Hamilton C.I.	February 21, 2022

Re-Appointments (All Employees)

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

Drop Retiree Participants (All Employees)

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

Separations (All Employees)

Name	Position	Department	Effective Date	Separation Type
Joseph Kervin	Campus Police Sergeant	Campus Police	January 28, 2022	Resigned
Treveka Smith	Staff Assistant	DOE - McKay Scholarship	January 28, 2022	Resigned
Shawn Gauden	Research and Business Analyst	Research and Business	February 2, 2022	Resigned
Rhonda Potter	Academic Advisor	TCC Online	February 4, 2022	Resigned
Sarah Devereaux	Mathematics Content Specialist	DOE - Test Development Center	February 8, 2022	Resigned
Denise Keating	Staff Assistant	Workforce Development	February 9, 2022	Resigned
Cary Wall	Alumni & Friends Association Coordinator	TCC Foundation	February 11, 2022	Resigned

Tiayka Green	Office Manager	Learning Commons	February 11, 2022	Resigned
Edith Milligan-Sellers	Custodial Worker	FPSI	February 18, 2022	Resigned
Marisa Hasty	Eagle Connections Program Specialist	Eagle Connections/Student Affairs	February 18, 2022	Resigned
Vincent Palmer	Director of Business & Workforce Development	Workforce Development	February 24, 2022	Resigned

Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Angelina Kuleshova	Associate Dean	Academic Affairs - Science & Math	DOE	Secondary Math Specialist
A. Ross Brooks	Math Faculty	Academic Affairs - Science & Math	DOE	Secondary Math Specialist
Kalynda Holton	Dean	Academic Affairs - Science & Math	DOE	Secondary Math Specialist
Tina Hollie	Nursing Faculty	Academic Affairs - Healthcare Professions	Nomi Health	Registered Nurse

Seeking to Hold Political Office Requests (All Employees)

Name	Position	Department	Office	Position
None to Report				

Reclassifications (All Employees)

Name	Position	Department	Effective Date	Prior Position
Sam DeZerga	Learning Commons Director	Learning Commons	February 1, 2022	Learning Commons Success Coach
Desiree Gorman	Director of Special Projects	Workforce Development	February 1, 2022	Workforce Development Coordinator
Regina Marshall	Custodian	Facilities	February 1, 2022	Senior Custodian
Ashley Cooper	Program Coordinator for Adult Education	Continuing Workforce Education	February 1, 2022	Adult Education Specialist
Tiffany Echoles	Campus Police Sergeant	Campus Police - Main (Wayne Rabon)	February 11, 2022	Campus Police Officer
Ivonne Narvaez	Coordinator of International Student Services	Advising & Retention	February 16, 2022	Staff Assistant
Emily Micik	Advising Team Lead	Advising	February 16, 2022	Career and Academic Advisor

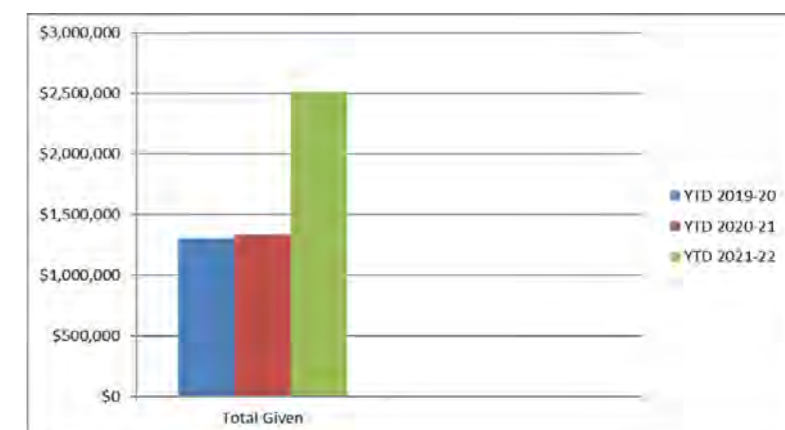
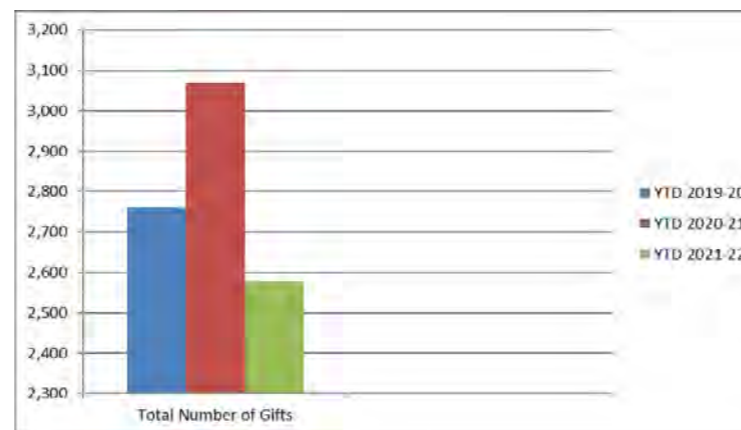
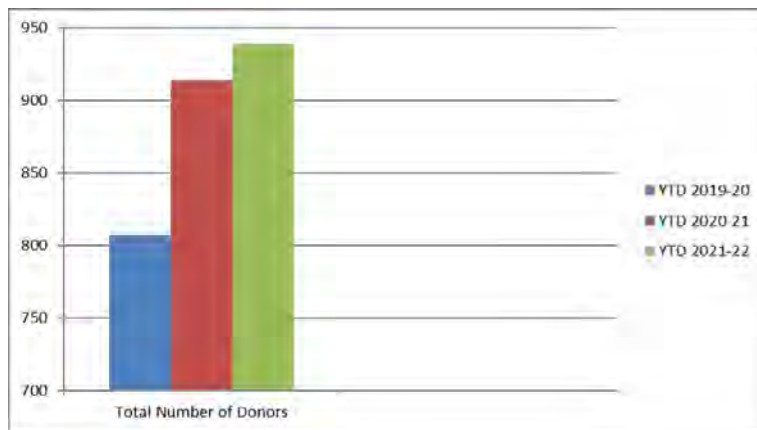
TCC Foundation - Financial Update FY 21/22

July - February

TCC Foundation		YTD 19/20	YTD 20/21	YTD 21/22
		Total Received	\$1,305,957	\$1,330,075
	Scholarship amount	\$508,974	\$687,522	\$545,604
	Program support amount	\$406,371	\$405,917	\$755,228
	Facility support amount	\$259,273	\$97,132	\$77,763
	Unrestricted support amount	\$131,339	\$139,504	\$135,028
	Athletics Campaign/Blue Print Funds			\$1,000,000
	Number of Donors	807	914	939
	Number of Gifts	2,760	3,070	2,578
	Net assets of the TCC Foundation	\$17,458,796	\$21,112,305	\$22,732,125

TCC Foundation		YTD 19/20	YTD 20/21	YTD 21/22
		Total Received for Alumni	\$153,710	\$115,156
	Number of Donors	141	155	124
	Number of Gifts	713	733	620

TCC Foundation		YTD 19/20	YTD 20/21	YTD 21/22
		Cash	\$1,273,957	\$1,330,075
	Gift in Kind	\$32,000	\$0	\$5,228
	Number of Planned Gifts Confirmed	4	3	3
	Total Raised - Pledges Received	\$178,036	\$191,514	\$393,448
	Grants Received			27 grants total \$8,692,008
	Grants Applied For			28 grants total \$27,567,692
	Pledges Expected by 6/30/2022			\$367,088





March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: TCC Foundation Update

Item Description

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

Overview and Background

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

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

- March 31: President's Circle Welding Lab Unveiling, Kim B. Williams Advanced Manufacturing Training Center, 4:00 – 6:00 p.m.
- April 14: College Innovation Fund Forum, Workforce Development Ballroom, 3:30 – 4:30 p.m.
- April 21: Week of Thanks Donor reception, FPAC Lobby, 5:30 – 7:00 p.m.

Past Actions by the Board

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

Funding/ Financial Implications

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

Recommended Action

None required. Report provided for information only.



March 21, 2022

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: 2021-2022 Dual Enrollment Articulation Agreement with Liberty County School Board

Item Description

This item presents the 2021-2022 Dual Enrollment Articulation Agreement between the College and the Liberty County School Board and a permission letter from Chipola College.

Overview and Background

In compliance with Florida Statute 1007.271 this articulation agreement is presented for annual approval as required by Florida law. Liberty County is not included in TCC's service district; however, Chipola College gives TCC permission to enter into an agreement with Liberty County High School to provide dual enrollment courses to a limited number of students.

Funding/ Financial Implications

Dual enrollment students pay no tuition, fees, lab, or online course fees. The school district does not pay the standard rate per credit hour, \$71.98, for students taking courses on TCC's campus. This also includes online courses. Moreover, the school districts pay the cost of the instructor if the course is taught at the high school site by a TCC instructor. The school districts are not charged tuition for summer enrollments. Also, school districts do not pay tuition for students who take courses on the high school campus.

Past Actions by the Board

The Board approved these changes.

Recommended Action

The Board approves the articulation agreement.

2021 – 2022 Dual Enrollment Articulation Agreement

Liberty County Schools and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and the District School Board of Liberty County, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2022.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TCC will be appointed by the President of TCC or designee.

Either party may cancel this Agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This Agreement may be amended only by written communication signed by the Superintendent of the District School Board of Liberty County and the President of Tallahassee Community College.

I. A ratification or modification of all existing articulation agreements

This agreement replaces any existing agreement with TCC and the School Board regarding the Dual Enrollment Articulation Agreement existing as of the start of the term set forth above.

II. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on TCC's Dual Enrollment website.

It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

III. A delineation of courses and programs available to students eligible to participate in dual enrollment

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

Students enrolled as dual enrollment, early admission, or career dual enrollment shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as dual enrollment, early admission, and career dual enrollment, will be eligible to participate in both high school and college activities as appropriate including graduation and other extracurricular activities. Participation in all college activities must be approved by the Vice President for Student Affairs.

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available upon request. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the agreement.

College courses are offered on the main campus, high school campuses, and through distance learning.

Early Admission Dual Enrollment

Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (minimum of 12 credit hours and maximum of 15 credit hours) in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Early admitted students will be exempt from the payment of registration, tuition, and laboratory fees. Both the high school and TCC must approve Early Admission for a high school student each semester.

Career Dual Enrollment

Career dual enrollment is a curricular option of elective credits toward earning the high school diploma and completing a career-preparatory certificate program (PSAV). Career dual enrollment is not intended to enable students to take isolated courses unrelated to a program. The School Board will inform all students of the options available and the eligibility criteria.

For 2021-2022, career dual enrollment through TCC is available.

IV. A description of the process by which students and their parents exercise options to participate in the dual enrollment program

Application Process for New Dual Enrollment Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- Permission for early admission form
- High school transcript (please use the FASTER system)

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

Dual enrollment students must comply with the drop/add and withdrawal policies and deadlines published by TCC.

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website: [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

Traditional dual enrolled students are allowed a maximum of 11 credit hours each semester. All college courses taken must count towards high school credit.

Early admission students are allowed a minimum of 12 credit hours and maximum of 15 credit hours each semester. All college courses taken must count towards high school credit. Special permission is required each semester for the early admission program.

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, and ACT Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	
English	17		
Mathematics	19-20	MAT 1033	
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107	
Grade 10 FSA Reading			
Reading	262	ENC 1101	

After May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	
English	17		
Mathematics	19-20	MAT 1033	
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107	
Grade 10 FSA Reading			
Reading	262	ENC 1101	

Students must provide official score reports to TCC for ACT, SAT, and/or FSA Reading before being registered for courses. Scores must be less than two years old.

High schools must provide P.E.R.T. official score reports and P.E.R.T. test history if students plan to use high school P.E.R.T. scores.

It is the high schools' responsibility to provide P.E.R.T. for dual enrollment eligibility. TCC will work with the high schools and assist with P.E.R.T. testing for special circumstances.

V. A list of any additional initial student eligibility requirements for participation in the dual enrollment program

The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).

TCC defines readiness for college-level coursework as placement into college-level Mathematics **and** English **and** Reading.

Students who wish to enroll in dual enrollment prior to completing the 10th grade FSA or Florida Statewide Assessment Test will be required to place into college-level Mathematics **and** English **and** Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.

Students who wish to enroll in dual enrollment after taking the 10th grade FSA or Florida Statewide Assessment and have appropriate scores (see *Table 1*) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.

Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in [TCC's Student Handbook](#).

Continued Enrollment for Academic Dual Enrollment

Students must maintain a minimum 3.0 unweighted cumulative high school grade point average. Continued eligibility for college credit dual enrollment requires the maintenance of a 3.0 unweighted high school GPA.

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

Early Admission Eligibility

Students who wish to participate in early admission must be a high school senior and have an unweighted high school GPA of 3.5 or higher. Additionally, students must have a TCC GPA of 3.0 or higher.

Continued Enrollment for Early Admission

Students must maintain a minimum 3.5 unweighted cumulative high school GPA and a TCC GPA of 3.0.

VI. A delineation of the high school credit earned for the passage of dual enrollment courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

Other courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for dual enrollment credit and count toward high school graduation, including electives provided these courses are specified in this agreement.

Courses Not Specified on the List – Courses that are not listed in the Dual Enrollment Course – High School Subject Area Equivalency List that are taken through dual enrollment must be identified in the Dual Enrollment Articulation Agreement along with the number of high school credits to be awarded either as an elective or subject area credit.

Courses not listed on the Dual Enrollment Course – High School Subject Area Equivalency List

N/A

VII. A description of the process for informing students and their parents of college-level course expectations

Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations. TCC will inform students and parents of college-level course expectations through a dual enrollment orientation. TCC will also inform students and parents of college-level course expectations through the use of the course syllabus which is given to each student in each college-level course at the beginning of each semester.

VIII. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis

Section 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree.

Exceptions to High School Grade Point Averages Terms:

Upon recommendation by the principal or designee, a student with an unweighted GPA of 2.75-2.99 may enroll for a maximum of 6 hours of dual enrollment courses provided that the student has shown evidence of ability to do advanced level work through successful completion of Advanced Placement, Honors, or other advanced courses or supplemental work and provided that the student is in a high school college preparatory program in high school. Continuation of dual enrollment will require satisfactory progress in all college dual enrollment courses as defined in Section V of this agreement and successful completion of all high school courses with grades no lower than "B". Documentation must be provided to TCC's Academic Affairs designee.

Exceptions related to serious illness or other extenuating circumstances will be reviewed on a case by case basis and must be approved by both the principal and TCC's Academic Affairs designee.

TCC will provide a form to the high school that must be completed, signed, and returned to TCC before the student will be allowed to continue in the program. A rationale for the exception must be stated on the form.

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine

continued eligibility. The grace period can only be used once during the student's high school matriculation.

IX. Registration policies and procedures for dual enrollment courses as determined by the postsecondary institution

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Coordinator who will register the student for courses that are available at the time the form is received.

2021-2022 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 18 th , 2021 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Summer 2021 B session	High school
July 22 nd , 2021	Last Day to Withdraw a student from Summer 2011 B session (use withdrawal form)	
August 16 th , 2021	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Fall 2021 semester. This includes registration for courses on the high school campus.	
August 23 rd , 2021	TCC First Day of Class	
August 24 th , 2021	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 2 nd , 2021	Last Day to Withdraw a student (use withdrawal form)	
November 15 th , 2021	Deadline to make changes to course offerings at the high school for Spring 2021. Deadline to identify instructors.	High school
December 3 rd , 2021	TCC Last Day of Class	
December 6 th , 2021	Deadline for students to submit paperwork for Spring 2021 (applications, test scores, permission to register forms)	
December 13 th , 2021	Deadline to submit grades to TCC	High school

December 14 th , 2021	TCC Transcripts will be delivered to high schools	TCC
January 6 th , 2022	TCC First Day of Class	
January 12 th , 2022	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 11 th , 2022	Deadline to Submit “Course Request for Dual Enrollment” Form for 2022-2023.	High school
March 25 th , 2022	Last Day to Withdraw a student	High school
April 22 nd , 2022	TCC Last Day of Class	
May 2 nd , 2022	Deadline to submit grades to TCC	High school
May 6 th , 2022	TCC transcripts will be delivered to high schools	

X. Exceptions, if any, to professional rules and guidelines for instructors teaching dual enrollment courses

There are no exceptions.

XI. Exceptions, if any, to rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members

Dual enrollment courses are college courses both in content and outcomes. Dual enrollment instructors must meet the teaching credentials established by the Southern Association of Colleges and Schools (SACS). Section 1007.271(5)(a), F.S., governs dual enrollment faculty. These provisions were taken from the *Dual Enrollment Statement of Standards*, which was codified in State Board of Education Rule 6A 14.064, FAC.

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TCC Online Application](#) and all other procedures required by TCC’s Human Resources and Academic Divisions. Applicants must be recommended for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a):

Meet the qualifications required by TCC as identified in the TCC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TCC requires compliance with these qualifications.

1. Provide TCC with an official copy of the postsecondary transcript.
2. Provide a copy of the current syllabus for each course taught to the discipline chair or department chair of the postsecondary institution before the start of

each term. The content of each syllabus must meet the same standards required for all college-level courses offered at TCC and must be approved by the appropriate TCC academic division.

3. Adhere to the professional rules, guidelines, and expectations stated in TCC's adjunct faculty handbook.
4. Adhere to the rules, guidelines, and expectations (which apply to faculty members) that are stated in TCC's student handbook.

Dual enrollment courses taught on the high school campus must meet the same competencies required for courses taught on the TCC campus. To ensure equivalent rigor with courses taught at TCC, the high school instructor will provide a comprehensive, cumulative end-of-course assessment and a series of assessments of all expected learning outcomes to the appropriate Dean or designee. The completed and scored assessments must be returned to TCC and held for one year (Florida Statutes, 1007.271 (6a)).

It is the responsibility of the high school dual enrollment specialist to notify TCC's Academic Affairs designee of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, TCC will decide what courses can be offered on the high school campus.

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

Dual enrolled students taking courses on the high school campus must submit the same documentation as the students taking courses on TCC's main campus.

XII. Responsibilities of the School Board regarding determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program

The School Board is responsible for determining if the student is eligible to be tested for the dual enrollment program. Students who have a 3.0 unweighted high school grade

point average and who have an interest in participating in dual enrollment should be referred to their high school guidance counselors to discuss the eligibility requirements for the program.

The high school must inform all students who plan to participate in dual enrollment of their obligation to complete an online TCC application.

The high school is responsible for advising students relative to ensuring that they meet the requirements for high school graduation. The high school is also responsible for advising students about Bright Futures.

It is TCC's responsibility to monitor student performance in TCC's dual enrollment courses. The School Board and TCC should exchange student transcripts in order to make sure that students are eligible to continue in the dual enrollment program.

TCC is responsible for assigning grades for dual enrollment courses. The School Board is prohibited from changing any grade (once assigned by the college) when posting it to the high school transcript.

XIII. Responsibilities of the Florida College System institution regarding transmission of student grades in dual enrollment courses to the school district

TCC will transmit student transcripts to the School Board at the end of each semester.

XIV. Responsibilities for funding that delineates costs incurred by the school district and TCC

Dual enrollment students shall be exempt from paying registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs

Textbooks will be provided to students by the School Board during both the Fall and Spring semester. Textbooks will be provided by the College during the Summer June Express term. Textbooks will be provided to students by the School Board. Textbooks purchased by the School Board shall remain the property of the School Board as specified in Section 1007.271 (17), F.S. TCC will continue its efforts to reduce the cost of textbooks and materials to the School Board. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TCC's campus will be covered by TCC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

Standard Tuition Rate

Per the 1007.271, F.S., the School Board is required to pay the standard tuition rate per

credit hour to TCC for instruction taking place on the college campus for dual enrolled students. The approved standard tuition for FY 2021-2022 is \$71.98. The rate will be charged for courses taking place on TCC's main campus, TCC's educational centers, and distance learning courses.

TCC will not charge tuition to the School Board for Summer 2022 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and to help prepare students for transition to college, to counsel students in meta-majors and programs of study, and to track and provide feedback to students on their progress. TCC will also provide high school faculty and counselor training for dual enrollment.

Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for dual enrollment occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TCC for the costs associated with the proportion of salary and benefits.

TCC cannot guarantee the availability of instructors for dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment courses offered at the high school.

TCC regularly uses high school faculty to teach both dual enrollment and regular TCC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TCC's costs associated with instruction occurring on the high school site by TCC approved high school faculty who are paid by the School Board will be considered a normal part of TCC's obligation to its faculty for training and mentoring; no costs will be assessed.

Invoicing for Financial Obligations

TCC will invoice the School Board for financial obligations within 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

It is the student's responsibility to provide his or her own transportation.

XVI. Responsibilities for services and resources that are available to students with disabilities who register for enrollment

By this agreement, Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resource that are available to students with disabilities who register for dual enrollment.

Tallahassee Community College provides services and facilities accessible to, and usable by, all qualified students with disabilities. The college will assure educational access by providing reasonable and appropriate accommodations to those students who provide the proper documentation. An Individual Education Program (I.E.P) filed with the student's home school will suffice as appropriate documentation to receive necessary accommodations.

The college provides physical, academic, and program access including: Extended time testing, Note-taking Services, Reader Services, Recorders, Audio Books via LearningAlly.org, E-Texts, Adaptive technology, Math accommodations, Sign Language interpreters, and Spelling accommodations.

IN WITNESS WHEREOF, the School Board of Liberty County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

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

Date

President, Tallahassee Community College

Date

Chair, Liberty County School Board

Date

Superintendent, Liberty County School District



Office of the President

(850) 718-2201
3094 Indian Circle
Marianna, FL 32446-2053
www.chipola.edu

January 11, 2022

Ms. Christen Givens
Dual Enrollment Admissions
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895

Dear Ms. Givens:

The following students from Liberty County High School have permission from Chipola College to enroll as a dual enrollment student at Tallahassee Community College:

Fall 2021 Semester:

Isabella Finuff
Jasmine Finuff
Elizabeth Kern

Spring 2022 Semester:

Isabella Finuff
Jasmine Finuff
Elizabeth Kern

Please let us know if we can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Clemmons".

Sarah Clemmons
President

xc: Gay Lewis
Director of Instruction, LCHS



March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Architect Invoices

Item Description

This item requests that the Board approve the architect invoices submitted for the month of February 2022.

Overview and Background

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

Architects | Lewis + Whitlock, PA - \$0.00
BKJ, Inc. Architecture - \$0.00
Clemons, Rutherford & Associates, Inc. - \$0.00
DAG Architects, Inc. - \$6,300.00
Fitzgerald Collaborative Group, LLC - \$69,757.00

Past Actions by the Board

The Board last authorized architect invoices at the February 21, 2022 meeting.

Funding/ Financial Implications

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

Recommended Action

Authorize payment of architectural invoices as presented.



Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

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

Invoice number 21094_0222
Date 02/28/2022
Project 21094 WEI MASTER PLAN UPDATE

Professional Architectural Services

PHASE 1 - Site 6 (WEI)
PO-014617

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,500.00	0.00	0.00	0.00	0.00
Task 2 - Executive Summary	69,400.00	0.00	0.00	0.00	0.00
Task 3 - Existing Conditions	54,500.00	0.00	0.00	0.00	0.00
Task 4 - Planning Elements	163,200.00	0.98	0.00	1,600.00	1,600.00
Task 5 - Decision Themes	31,600.00	0.00	0.00	0.00	0.00
Task 6 - Master Plan & Graphics	39,900.00	0.00	0.00	0.00	0.00
Task 7 - Conclusion	1,933.00	0.00	0.00	0.00	0.00
Total	362,033.00	0.44	0.00	1,600.00	1,600.00

Invoice total **1,600.00**

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

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

Invoice number 21114_0222
Date 02/28/2022

Project 21114 FPSI MASTERPLANNING

Professional Architectural Services

PO-014772

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,825.00	100.00	1,825.00	1,825.00	0.00
Task 2 - Executive Summary	59,130.00	0.00	0.00	0.00	0.00
Task 3 - Existing Conditions	41,890.00	0.00	0.00	0.00	0.00
Task 4 - Planning Elements	86,328.00	5.10	0.00	4,400.00	4,400.00
Task 5 - Decision Themes	16,985.00	0.00	0.00	0.00	0.00
Task 6 - Master Plan & Graphics	30,825.00	0.97	0.00	300.00	300.00
Task 7 - Conclusion	1,815.00	0.00	0.00	0.00	0.00
Total	238,798.00	2.73	1,825.00	6,525.00	4,700.00

Invoice total **4,700.00**

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



Fitzgerald Collaborative Group, LLC

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

Invoice number 210208_0122
Date 01/31/2022

Project 210208 TCC - GHAZVINI NURSING
SIMULATION AUDITORIUM
RENOVATION

Professional Architectural Services

PO- 013757

Table with 6 columns: Description, Contract Amount, Percent Complete, Prior Billed, Total Billed, Current Billed. Rows include Basic Services like Measured Drawings, Programming, Schematic Design, Design Development, 90% Construction Documents, Permit Docs, Bidding, Construction Administration, Hydrant Flow Test, Record Documents, Pre Test and Balance, Post Test and Balance, and Construction Administration - Kever McKee. Subtotal row at the bottom.

Additional Services

Table with 6 columns: Description, Contract Amount, Percent Complete, Prior Billed, Total Billed, Current Billed. Rows include Conversion of the Outdoor Storage Room 248-FCG and Conversion of the Outdoor Storage Room 248-H2 Eng.



TALLAHASSEE • ATLANTA

Tallahassee Community College
Project 210208 TCC - GHAZVINI NURSING SIMULATION AUDITORIUM RENOVATION

Invoice number 210208_0122
Date 01/31/2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Subtotal	21,340.00	0.00	0.00	0.00	0.00
Total	202,530.00	62.79	84,128.00	127,165.50	43,037.50

Invoice total 43,037.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210208_1121	11/30/2021	13,225.90			13,225.90		
210208_1221	12/31/2021	9,287.10		9,287.10			
210208_0122	01/31/2022	43,037.50	43,037.50				
	Total	65,550.50	43,037.50	9,287.10	13,225.90	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 1201 W. Peachtree Street, Suite 630, Atlanta, GA 30309. If you have any questions please contact Judith 832.331.9418, or judith@fc-grouppllc.com.



Fitzgerald Collaborative Group, LLC

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

Invoice number 210208_0222
 Date 02/24/2022

Project 210208 TCC - GHAZVINI NURSING
 SIMULATION AUDITORIUM
 RENOVATION

Professional Architectural Services

PO- 013757

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Measured Drawings - FCG	7,500.00	100.00	7,500.00	7,500.00	0.00
Programming - FCG	8,500.00	100.00	8,500.00	8,500.00	0.00
Schematic Design - FCG	17,356.60	100.00	17,356.60	17,356.60	0.00
Schematic Design - H2 Engineering	4,100.00	100.00	4,100.00	4,100.00	0.00
Schematic Design - Kever/McKee Eng	500.00	100.00	500.00	500.00	0.00
Design Development - FCG	18,150.40	100.00	18,150.40	18,150.40	0.00
Design Development - H2 Engineering	8,200.00	100.00	8,200.00	8,200.00	0.00
Design Development - Kever McKee	1,083.00	100.00	1,083.00	1,083.00	0.00
90% Construction Documents - FCG	20,638.00	100.00	20,638.00	20,638.00	0.00
90% Construction Documents - H2 Eng	12,300.00	100.00	12,300.00	12,300.00	0.00
90% Construction Documents-Kever McKee	1,084.00	100.00	1,084.00	1,084.00	0.00
Permit Docs - FCG	13,253.50	100.00	13,253.50	13,253.50	0.00
Permit Docs - H2 Engineering	8,200.00	100.00	8,200.00	8,200.00	0.00
Permit Docs - Kever McKee	1,083.00	100.00	0.00	1,083.00	1,083.00
Agency Permitting - FCG	8,234.50	0.00	0.00	0.00	0.00
Bidding - FCG	11,125.20	100.00	0.00	11,125.20	11,125.20
Bidding - H2 Engineering	2,050.00	0.00	0.00	0.00	0.00
Construction Administration - FCG	18,081.80	0.00	0.00	0.00	0.00
Construction Administration - H2 Eng	6,150.00	0.00	0.00	0.00	0.00
Hydrant Flow Test-H2 Eng	600.00	100.00	600.00	600.00	0.00
Record Documents - H2 Eng	1,000.00	0.00	0.00	0.00	0.00
Pre Test and Balance - H2 Eng	5,700.00	100.00	5,700.00	5,700.00	0.00
Post Test and Balance - H2 Eng	5,700.00	0.00	0.00	0.00	0.00
Construction Administration - Kever McKee	600.00	0.00	0.00	0.00	0.00
Subtotal	181,190.00	76.92	127,165.50	139,373.70	12,208.20
Additional Services					
Conversion of the Outdoor Storage Room 248-FCG	15,440.00	0.00	0.00	0.00	0.00
Conversion of the Outdoor Storage Room 248-H2 Eng	5,900.00	0.00	0.00	0.00	0.00



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Tallahassee Community College
Project 210208 TCC - GHAZVINI NURSING SIMULATION AUDITORIUM RENOVATION

Invoice number 210208_0222
Date 02/24/2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Subtotal	21,340.00	0.00	0.00	0.00	0.00
Total	202,530.00	68.82	127,165.50	139,373.70	12,208.20

Basic Services

Permit Docs - FCG

Reimbursables

	Units	Rate	Billed Amount
Reproduction			596.30
Basic Services subtotal			596.30

Invoice total 12,804.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210208_1221	12/31/2021	9,287.10		9,287.10			
210208_0122	01/31/2022	43,037.50	43,037.50				
210208_0222	02/24/2022	12,804.50	12,804.50				
Total		65,129.10	55,842.00	9,287.10	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 1201 W. Peachtree Street, Suite 630, Atlanta, GA 30309. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



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Fitzgerald Collaborative Group, LLC

1201 W. Peachtree Street
Suite 630
Atlanta, GA 30309
850.350.3500

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

Invoice number 210224_0222
Date 02/24/2022

Project 210224 TCC - GHAZVINI SOLAR PANELS
PATIO

Purchase Order # 014731

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Schematic Design	8,865.00	100.00	0.00	8,865.00	8,865.00
Schematic Design-Kever McKee	1,125.00	0.00	0.00	0.00	0.00
Schematic Design - H2 Engineers	2,200.00	100.00	0.00	2,200.00	2,200.00
Design Documents	3,722.00	0.00	0.00	0.00	0.00
Design Documents- Kever McKee	1,313.00	0.00	0.00	0.00	0.00
Design Documents-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
90% Construction Documents	10,350.00	0.00	0.00	0.00	0.00
90% Construction Documents-Kever McKee	750.00	0.00	0.00	0.00	0.00
90% Construction Documents-H2 Engineer	2,200.00	0.00	0.00	0.00	0.00
Permit Documents	3,363.00	0.00	0.00	0.00	0.00
Permit Documents-Kever McKee	562.00	0.00	0.00	0.00	0.00
Permit Documents-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
Bidding	4,440.00	0.00	0.00	0.00	0.00
Construction Administration	9,260.00	0.00	0.00	0.00	0.00
Construction Administration-Kever McKee	750.00	0.00	0.00	0.00	0.00
Construction Administration-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
Subtotal	55,500.00	19.94	0.00	11,065.00	11,065.00
Additional Required Services					
Measured Drawings	2,400.00	50.00	1,200.00	1,200.00	0.00
Programming	7,500.00	100.00	7,500.00	7,500.00	0.00
Independent Green Technologies (IGT Solar)	5,400.00	0.00	0.00	0.00	0.00
Structural Investigation, Analysis and Report-FCG	500.00	0.00	0.00	0.00	0.00
Structural Investigation, Analysis and Report-Kever McKee	2,850.00	100.00	0.00	2,850.00	2,850.00
Subtotal	18,650.00	61.93	8,700.00	11,550.00	2,850.00
Total	74,150.00	30.50	8,700.00	22,615.00	13,915.00



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Tallahassee Community College
Project 210224 TCC - GHAZVINI SOLAR PANELS PATIO

Invoice number 210224_0222
Date 02/24/2022

Invoice total 13,915.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210224_1221	12/31/2021	5,625.00		5,625.00			
210224_0222	02/24/2022	13,915.00	13,915.00				
	Total	19,540.00	13,915.00	5,625.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 1201 W. Peachtree Street, Suite 630, Atlanta, GA 30309. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



March 21, 2022

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: Certificate of Final Inspection - TCC Welding Technologies Laboratory Project

Item Description

This item requests approval from the District Board of Trustees for the attached Certificate of Final Inspection, Office of Educational Facilities (OEF) Form 209, for the TCC Welding Technologies Laboratory Project, funded by EDA Grant No. 04_79_07370 and located in the Advanced Manufacturing Training Center (AMTC) Building #43 on Main Campus (Site 1).

Overview and Background

In accordance with *TCC Board Policy 6340 - Reduction of Retainage and Final Payment to Contractor for Construction Projects* and the *State Requirements for Educational Facilities (SREF) Chapter 4 Section 3*, final payment cannot be made to the contractor until project has been inspected by architect or other designated personnel, Certificate of Occupancy and/or Certificate of Final Inspection has been issued, project has been completed and is Board approved. The Construction Manager at Risk (CMAR) for this project, Cook Brothers Inc., has completed all required close-out documents and has confirmed the space is in full operation.

Funding/ Financial Implications

This construction contract was funded by EDA Grant No. 04_79_07370 and the College's local funds. The construction project is complete and final payment to the contractor is contingent upon Board Approval.

Past Actions by the Board

The Board previously approved the Guaranteed Maximum Price (GMP) for this project at the January 11, 2021 District Board of Trustees meeting.

Recommended Action

Approve the attached Certificate of Final Inspection, Office of Educational Facilities (OEF) Form 209, authorizing final payment to contractor, Cook Brothers Inc., for the TCC Welding Technologies Laboratory Project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding \$300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: OEF PROJECT# 4434-1 OEF Assigned Project Number

TALLAHASSEE COMMUNITY COLLEGE (School District Florida College)

MAIN CAMPUS - SITE 1 (School Name Campus)

COLLEGE CODE# 27 (School College) Code Number

Welding Technologies Laboratory Remodel within Bldg#43 Advanced Manufacturing Training Center (AMTC) Description of Project

SECTION A: BOARD'S ACCEPTANCE

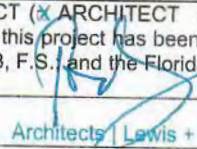
Upon the recommendation of our Project (Architect Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on March 21, 2022

Name (Type or Print) _____

Signature: _____ Date: _____
 (Superintendent President)

SECTION B: (ARCHITECT ENGINEER) CERTIFICATION

As PROJECT (ARCHITECT ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S., and the Florida Building Code.

Signature:  Date: 2-16-2022


Firm Name: Architects | Lewis + Whitlock

Address: 206 West Virginia Street Tallahassee Florida 32301
 Street/P.O. Box City State Zip

SECTION C: Building Official Other (Specify) Certification

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) George Kimbrel

Signature:  Date: 2/17/2022
 Building Official Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: <input type="checkbox"/> New Plant <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodeling <input type="checkbox"/> Renovation <input type="checkbox"/> _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If "No," explain: _____
3. SOURCE OF FUNDS: <input checked="" type="checkbox"/> Local <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> _____	4. ADJUSTED FINAL CONTRACT AMOUNT: \$ <u>1,629,250.55</u> 5. PROJECT GROSS SQUARE FOOTAGE: <u>6,453</u> SQ. FT. 6. COST PER GROSS SQUARE FOOT: \$ <u>252.48</u> 7. COST PER STUDENT STATION: \$ <u>50,914.08</u>

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE 08/25/2020 COMPLETION DATE: 10/14/2021

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. <u>1</u>	\$ <u>(232,459.91)</u>	C.O. No. <u>5</u>	\$ <u>3,192.52</u>
C.O. No. <u>2</u>	\$ <u>(125,996.17)</u>	C.O. No. <u>6</u>	\$ <u>(35,120.17)</u>
C.O. No. <u>3</u>	\$ <u>(79,584.34)</u>	C.O. No. _____	\$ _____
C.O. No. <u>4</u>	\$ <u>(22,037.70)</u>	C.O. No. _____	\$ _____

10. Date of Occupancy: Substantial Completion Date: 09/29/2021

11. Additional Information:



March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Construction Status Report

Item Description

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

Overview and Background

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

Past Actions by the Board

None.

Funding/ Financial Implications

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

Recommended Action

Presented as an information item only.

CONSTRUCTION STATUS REPORT – AS OF MARCH 2022

MAIN CAMPUS (SITE 1)

TASK	% COMPLETE	DUE DATE	NOTES
Facilities Room Renovation – TPP 211	85%	TBD	Awaiting A/V
Student Union Bldg#35 1 st Floor/Food Court Renovation	20%	TBD	Approved – Notice to Proceed Issued
Administration Bldg#27 Lobby	35%	TBD	WaterWall received; VideoWall on backorder.
Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,600 Trip Hazards and Replaced 38 sections of Sidewalk
Elevator Upgrades at SMA Bldg#2	10%	TBD	Materials on backorder
Elevator Upgrades at SU Bldg#35	10%	TBD	Materials on backorder
Support Services Bldg#17 Roof Renovations	15%	TBD	Contract issued
Facilities Bldg#54 Roof Renovations	15%	TBD	Contract issued
Athletics	10%	TBD	Awaiting 100% Construction Documents
Baseball Fieldhouse Window Replacement	20%	TBD	Out for Bid
Carpet Replacements	I/P	In Progress	TPP 1 st Floor South Counseling Center (Scheduled for Spring Break) CB 1 st and 2 nd Floor - Elevator Lobby, CB 2 nd Floor - Campus Police Reception & SS Lobby (Scheduled for first week in February) TPP 266 Breakroom LVT (Scheduled for Spring Break) SU Advising Hallway (Scheduled for Spring Break)
SUSTAINABILITY	% COMPLETE	DUE DATE	NOTES
Hydration Stations	Continuous	On-going	Prevented 226,697 Plastic Bottles from going to landfills
Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 1,683,000 Plastic Bags from going to landfills
CO2 Avoidance	Continuous	On-going	Prevented 11,334 lbs. of CO2 from being released into the atmosphere

GADSDEN SERVICE CENTER (SITE 2)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TASK	% COMPLETE	DUE DATE	NOTES
Range Bldg#2 Roof Restoration	100%	TBD	Complete
Classroom Bldg#3 Vent Piping Replacement	10%	TBD	In progress
Dining Facility Bldg#8 (IAQ)	25%	TBD	Indoor air quality

CENTER FOR INNOVATION (SITE 4)

TASK	% COMPLETE	DUE DATE	NOTES
CFI 2 nd Floor Renovation	20%	TBD	Approved – Notice to Proceed Issued

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TASK	% COMPLETE	DUE DATE	NOTES
Ghazvini Simulator Expansion	15%	TBD	GMP Pending March Board Approval
Ghazvini EFIS, Paint Seal, Re-caulk & New Exterior Building Signage	100%	TBD	Complete

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TASK	% COMPLETE	DUE DATE	NOTES
Master Plan	10%	TBD	In progress
Infrastructure	10%	TBD	In progress
Pole Barn	10%	TBD	Pole Barn Kit Ordered
Irrigation Well	10%	TBD	Contract Issued

FOUNDATION CLASSROOM RENOVATION SUMMARY

Renovated Classroom(s)	Cost to Date
AC 212 - Classroom Renovations	\$ 47,497.91
AC 219 - Classroom Renovations	\$ 44,815.95
AC 220 - Classroom Renovations	\$ 48,765.68
SM 119 - Classroom Renovations	\$ 35,331.12
AP 149 - Classroom Renovations	\$ 39,457.68
SM 118 - Classroom Renovations	\$ 24,087.31
CH 233 - Classroom Renovations	\$ 0.00
CH 234 - Classroom Renovations	\$ 0.00
SM 114 - Classroom Renovations	\$ 0.00
SM 211 - Classroom Renovations	\$ 0.00



March 21, 2022

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 - February

Item Description

This item is to provide the Board a summary of the College's operating revenues and expenses as of 2/28/2022.

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 January is attached to this item.

Past Actions by the Board

For information only, no Board action required.

Funding/ Financial Implications

The College continues to be in sound financial condition.

Recommended Action

For information only, no Board action required.

Tallahassee Community College Fund Analysis
Unrestricted Current Fund
As of February 28, 2022

REVENUE	February Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Budget
Student Fees	\$ 404,924	\$ 1,933,506	\$ 19,778,428	15,468,051	\$ 23,202,077	85%
State Support	2,512,603	2,981,647	20,113,742	23,853,173	35,779,760	56%
Federal Support	96,127	83,333	2,571,528	666,667	1,000,000	257%
Other Revenue	153,228	105,680	1,497,022	845,442	1,268,163	118%
Non-Revenue Sources	-	83,333	-	666,667	1,000,000	0%
TOTAL REVENUE	3,166,882	5,187,500	43,960,720	41,500,000	62,250,000	71%
EXPENSES	February Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Expenses
<u>PERSONNEL COSTS</u>						
Administrative	281,527	274,414	2,325,537	2,195,312	3,292,968	71%
Instructional	1,280,202	1,161,597	8,451,659	9,292,773	13,939,160	61%
Non-Instructional	1,218,088	1,248,858	10,301,941	9,990,868	14,986,301	69%
OPS	483,330	513,946	3,964,568	4,111,569	6,167,354	64%
Personnel Benefits	864,853	884,518	6,731,979	7,076,145	10,614,217	63%
TOTAL PERSONNEL COSTS	4,128,000	4,083,333	31,775,683	32,666,667	49,000,000	65%
<u>CURRENT EXPENSES</u>						
Services	260,821	360,839	2,392,370	2,886,715	4,330,072	55%
Material & Supplies	113,557	209,688	1,160,517	1,677,501	2,516,252	46%
Other Current Charges	208,379	515,723	3,985,411	4,125,784	6,188,676	64%
TOTAL CURRENT EXPENSES	582,757	1,086,250	7,538,298	8,690,000	13,035,000	58%
CAPITAL OUTLAY	-	20,833	60,392	166,667	250,000	24%
TOTAL EXPENSES	\$ 4,710,757	\$ 5,190,417	\$ 39,374,373	\$ 41,523,333	\$ 62,285,000	63%

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

Issued in February 2022

Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption
PO-014953	2/2/2022	Nascar Enterprises LLC Daytona International Speedway LLC	100,000.00	Advertising and promotional benefits with NASCAR Enterprises LLC	Exempt per FAC 6A-14.0734(2)(h) - Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.
PO-014967	2/4/2022	Integrated Facility Systems, Inc.	246,507.00	Furniture upgrades for the Student Union	REF: State of Florida Contract#56120000-19-ACS
PO-014988	2/9/2022	Pure Air Control Services, Inc.	207,692.00	Equipment & Services for cleaning the HVAC system in the Science & Math Building	E&I Cooperative Contract # CNR-01488
PO-014994	2/9/2022	Bally Sports Florida	200,000.00	Advertising and promotional benefits with Fox Sports Florida/Sun Sports	Exempt per FAC 6A-14.0734(2)(h) - Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.
PO-015020	2/16/2022	Perdue, Inc.	168,748.45	Furniture upgrades for the Student Union	REF: State of Florida Contract#56120000-19-ACS



March 21, 2022

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Guaranteed Maximum Price – TCC Ghazvini Center for Healthcare Education
Nursing Simulation Lab Renovations Project

Item Description

This item requests approval of the Guaranteed Maximum Price (GMP) contract for the TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations Project.

Overview and Background

This project includes partial renovations to the Ghazvini Center for Healthcare Education (GCHE) Building in order to expand the Nursing Simulation Center to accommodate growth of the Nursing Program. TCC has outgrown the existing facility space and plans to expand into the auditorium in order to increase education of nursing students and to meet community demand. This project is located on TCC's Ghazvini Center for Healthcare Education Campus (Site 5), located at 1528 Surgeons Drive Tallahassee, Florida, 32308.

The requirements for the GMP solicitation process were reviewed and completed by Allstate Construction, Inc. The bid specifications were approved by TCC and Allstate Construction, Inc. As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the construction of the TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations Project is \$2,297,748, and supporting documents are attached.

Funding/ Financial Implications

The GMP construction contract is funded by the Higher Education Emergency Relief Fund – Institutional / HEERF I (CARES ACT), Federal Award Id Number: P425F200332.

Past Actions by the Board

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the January 18, 2022 BOT meeting.

Recommended Action

Approve the Guaranteed Maximum Price Contract from Allstate Construction, Inc., for the TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations Project.

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Tallahassee Community College
Ghazvini Center Nursing Simulation Renovation

Guaranteed Maximum Price (GMP)



March 2, 2022

Trey Kimbrel
Construction Services Manager
Tallahassee Community College
Email: Trey.Kimbrel@tcc.fl.edu

Re: GMP Submittal
Project: TCC Ghazvini Center Nursing Simulation Renovation
Tallahassee, FL

Trey,

Enclosed is our GMP Submittal for the above-referenced project. This submittal is based on the documents listed in Section 5 and the clarifications in Section 2.

We look forward to receiving TCC's Activation on the construction phase of this project to begin the procurement process.

Sincerely,

ALLSTATE CONSTRUCTION, INC.

Paul Arnaldo
Preconstruction Manager



GMP Submittal

TCC Ghazvini Center Nursing Simulation Renovation
Tallahassee, FL

TABLE OF CONTENTS

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SECTION 2	Clarifications
SECTION 3	Detailed Estimate
SECTION 4	Schedule
SECTION 5	List of Documents
SECTION 6	Bid Tabulations
SECTION 7	Advertisement & Solicitation

SECTION 1 – PROJECT SUMMARY

March 2, 2022

Project Scope Overview

- Convert current Auditorium space into Nursing Simulation Lab space
- Convert Outdoor Storage Room into Nursing Lab
- Lab & Classroom Renovations

Not Included (see Section 3 – Clarifications for more detail)

- Medical headwall units are furnished by others and installed by Contractor.
- Furniture is furnished by others and not included.
- Demountable partitions are furnished and installed by others.
- Non-Functional plumbing fixtures are furnished and installed by others.
- Network/Telecom equipment is by others and not included.
- Access control is by others and not included.
- Video surveillance system is by others and not included.

Pricing Summary

- The total Guaranteed Maximum Price is \$2,297,748.

Schedule

- The duration from Notice to Proceed (NTP) and required permits to Substantial Completion is 195 calendar days.

SECTION 2 – CLARIFICATIONS

March 2, 2022

Pricing for the above-referenced project is based on the referenced documents in Section 5, and the following clarifications.

The intent of the clarifications is to provide a supplemental scope, design and pricing guide. They are included to further the Team's understanding of what is included in the scope of this project based on Allstate Construction's interpretation of the design intent and shall take precedence over the Contract Documents to meet the proposed estimates for select means, methods, or materials represented in this cost estimate.

General

Subcontracts

1. Construction Manager's subcontractor form is used for subcontracts instead of an AIA form (1.10/002000).

Bonds

2. Guarantee bonds are not included (1.16, C/210100).
3. Not all subcontracts are bonded (1.3/006000).

Scheduling

4. "PM Web" is not included (1.4, A/013200).

Permits

5. State Fire Marshal, Leon County, City of Tallahassee and other governmental permits are not included.
 - (1.8/210100, 1.8/220100, 1.8/230100, 1.8/250100, 1.8/260100, 1.8/270100).
 - (General Note-4/F-001, General Note-4/P-001, General Note-4/M-001, General Note-4/IC-001, General Note-5/E-001, General Note-5/T-001).
6. "Additional drawings" for permitting are not included (General Note-5/G-002).

Surveying

7. Certified as-built survey is not included (3.1, A/017300).

Sustainability

8. Due to the nature of the work, 75% and 4-stream recycling is attempted but achievement is not guaranteed (1.03/017419).
9. LEED registration fees, certification fees or documentation are not included (1.3, B/221116; 1.3, C/221316).
10. Compliance with Georgia Peach Green Building Rating System is not included (1.3, B/072726; 1.3, B/078413; 1.3, B/084113; 1.2, B/092900).

Insurance

11. Insurance and payment & performance bond costs are lump-sum amounts.
12. If incurred, builder's risk insurance deductibles are not included (8.3.18/Agreement).
13. Builder's risk insurance coverage is limited to the contract amount.
 - Builder's risk insurance coverage is not included for existing structures (12.3/Agreement, 11.1.4.7/007200).
 - Builder's risk insurance coverage is not included for owner-furnished items (11.5.5.1/007200).

General

14. This GMP remains valid until March 28, 2022.
15. Construction Manager's fee is 7% (TCC page 35 of 63) instead of 6% (7.2/Agreement).
16. Davis-Bacon Wage Determination Rates (publication date January 7, 2022) are attached.

Selective Demolition

17. Asbestos, lead, mercury, PCB, mold, radon or other hazardous, toxic or pollutant materials survey, testing or abatement is not included.
18. Structural engineering survey of existing building is not included (3.1, E/0241119).
19. Below-grade "exploratory demolition" is included (01/A-704).

Masonry

20. Mock-ups are not included (1.3, D/042200).

Concrete

21. Concrete foundation detail 01/A-704 does not match existing building drawing details 13/S-0.3 or 14/S-0.3.
 - Concrete foundation and concrete slab allowance (labor and material) is included pending "exploratory demolition" and design professional's design.
22. Concrete sampling, moulding, curing and transporting must be done by the owner's testing laboratory's ACI Certified Technicians (3.7, B, 6/033000) instead of by the contractor (3.7, B/033000) (Concrete note 5/S-1.1).

Steel

23. Steel fabrication is in accordance with AISC standards (1.3/051200).
 - Fabrication by private, third-party AISC "certified" firms or members is not included (1.6, B/051200).
 - Steel testing is not included (1.6, B/051200).
24. Structural testing and inspecting is not included (by owner's testing agency) (1.5, A/053100).

Cabinets

25. Fabrication shop and installers comply with AWI standards, but are not AWI "QCP certified" (1.2, B, 4/064116; 1.3, C/064116; 1.2, B, 3/123623.13; 1.3C/123623.16).

Air Barriers

26. Mock-ups are not included (1.4/072726).

Fire-Stopping

27. Firestopping is installed in accordance with manufacturer's instructions, the UL assembly and by a manufacturer's approved installer.
 - Installation by FMG, UL or sole-source Hilti "approved" firm is not included (1.4, A/078413; 1.08, B/078443).

Doors

28. Hollow metal frame ceiling struts (2.6, A/081113; 3.3, B, 5/081113) appear to conflict with 07/G-004.
 - Hollow metal frame ceiling struts are not included.
29. Hollow metal doors and framed are factory prime painted. But, field finish painting is included instead of factory finish painting (2.8, B/081113).
30. Control wiring for automatic door operators is not included (to be by owner's access control contractor) (Hardware Sets 1.0/087100).

Glass

31. Black-out film may cause cracking at exterior windows (03/A-213, 07/A-503).
32. "Exterior" storefronts are not shown or included (1.1, A/084113).

33. On-site water spray testing is not included (3.3/084113).
34. Signed-and-sealed submittals are not included (1.3, D, 1/084113).
35. Mock-ups are not included (1.4, F/084113).

CCU-ICU Doors

36. CCU-ICU door manufacturer's installation instructions require both "rigid support" and "adjacent structure must not exceed deflection ratio of 1/8" per 16'-0"".
 - Neither confirmation of the engineer-of-record's structural design nor its redesign are included (Note-1 on A/S-2.1).
37. Floor pivots are surface mounted (2.3, D, 3/084243) instead of recessed (1.2, A/084243; 3.2, C, 1/084243).
38. CCU-ICU grounding is not shown or included (3.3, C/084243).

Gypsum Board

39. Seismic bracing is not included (3.4, E/092216; 3.5, E/092900).
40. Slip track and fire sealant (G0.0.4 & UL #465) is included instead of firestop tracks (2.1, D/092216).

Acoustical Ceilings

41. Acoustical ceiling grid is exposed instead of concealed (1.1, A, 1/095123).
42. 9/16" grid is not shown or included (2.4, E/095123).

Flooring

43. Tile allowance (material) is included pending locating of owner's attic stock (Finish Schedule/A-701), or a matching tile selected by Architect. Existing floor tile is no longer available from manufacturer.
44. Mock-ups are not included (1.2, C/096500).

Acoustical Wall Panels

45. Wood-veneer-faced acoustic wall panel allowance (labor and material) is included. Panels from specified manufacturer are not available in custom sizes and field-modification is not feasible.

Specialties

46. Neither furnishing nor installing medical headwalls or simulated medical headwalls are included (Nos. E-1 & E-1.1 on Equipment Schedule/A-701) (RFI #3). It is understood these are furnished by Owner.

Demountable Partitions

47. Demountable "Dirtt" partitions are not included (102200).
48. Field-finishing of demountable "Dirtt" partitions is not included (2.7, B/102200).
49. Cabinets at demountable "Dirtt" partitions are not included.
50. Doors, frames and hardware at demountable "Dirtt" partitions are not included.
51. Appliances at demountable "Dirtt" partitions are not included.
52. Non-Functional Plumbing fixtures at demountable "Dirtt" partitions are not included.
53. "Power, data, plumbing and technology..." are not shown or included at demountable "Dirtt" partitions (Note/A-214).

Fire Sprinkler

54. Submittals are not signed-and-sealed by an engineer (1.9, A, 1, a/211313 versus 1.4, C/211313).
55. Pipe covers are not shown or included (2.5/211313).
56. 12-month maintenance service is not included (3.14/210100).

Plumbing

57. Hanger submittals are not signed-and-sealed by an engineer (2.1, A/220529).
58. 12-month maintenance service is not included (3.14/220100).

HVAC

- 59. Relocating existing chiller is not shown or included (2.3, B, 4/015000).
- 60. One-year chemical supplies and service are not included (3.7, C/232113).
- 61. 12-month maintenance service is not included (3.14/230100, 3.14/250100, 3.14/250910).

Electrical

- 62. Pending revised electrical drawings and revised hardware schedule will be handled through a contingency modification (RFI #5).

Communications Cabling System

- 63. 10% spare patch cords are included instead of 20% (RFI #14).
- 64. Cat-6 plenum rated cable is included instead of riser cable (RFI #15).
- 65. Cable trays are not included (RFI #16). J-hooks are included.

Access Control System

- 66. Card reader system, equipment, devices and cabling are not included (to be by owner's access control contractor) (Door Schedule/A-701, E-112, E-212) (Hardware Sets-1.0, -2.0, -8.0/087100).

"General Decision Number: FL20220233 01/07/2022

Superseded General Decision Number: FL20210233

State: Florida

Construction Type: Building

Counties: Jefferson and Leon Counties in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

ELEV0049-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.31	35.825

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has

worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

* IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.50	14.66

PLUM0234-012 09/01/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation).....	\$ 31.84	15.95

SUFL2014-042 08/16/2016

	Rates	Fringes
CARPENTER.....	\$ 16.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.61	0.00
ELECTRICIAN.....	\$ 17.00	0.00
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation).....	\$ 20.78	10.89
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 23.79	8.74
LABORER: Common or General, Including Mason Tending and Pipelaying.....	\$ 13.64	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.83	1.84
OPERATOR: Roller.....	\$ 14.43	4.78

PAINTER: ush, Roller and Spray.....	\$ 14.54	2.01
PLUMBER.....	\$ 19.40	0.36
ROOFER.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 20.05	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

LUM0198-005 07/01/ 014. LUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
01000.000		GENERAL REQUIREMENTS			
	01310.000	Project Management & Coordination			
		Superintendent - 5 days/week	34.64 week	2,766.03 /week	95,815
		Project Manager - 2 days/week	13.86 week	2,362.98 /week	32,751
		Project Engineer - 2 days/week	13.86 week	1,883.75 /week	26,109
		Operations Assistant - 2 days/week	13.86 week	1,646.74 /week	22,824
		Project Director	3.00 week	3,559.26 /week	10,678
		Safety	8.00 trip	500.00 /trip	4,000
		Accounting - 2 hours/week	1.73 week	1,370.00 /week	2,370
		Project Management & Coordination			194,547
	01310.200	Preconstruction Services			
		Bidding Services	1.00 lsum	17,607.85 /lsum	17,608
		Preconstruction Services			17,608
	01311.000	Travel & Housing			
		Superintendent Vehicle	8.00 mnth	700.00 /mnth	5,600
		Project Manager Vehicle	8.00 mnth	300.00 /mnth	2,400
		Travel & Housing			8,000
	01322.600	Copying & Reproduction			
		Drawings & Specs	7.00 set	199.95 /set	1,400
		Progress Reports - by E-Mail	- lsum	0.00 /lsum	0
		Copying & Reproduction			1,400
	01323.000	Photographic Documentation			
		Construction Photographs - by Cell Phone, by E-Mail	- lsum	0.00 /lsum	0
		Existing Conditions Video	1.00 lsum	107.50 /lsum	108
		Photographic Documentation			108
	01330.000	Submittals			
		Coordination Drawings	40.00 hour	150.00 /hour	6,000
		Submittals	4.00 x	200.00 /x	800
		Submittals			6,800
	01350.000	Special Procedures			
		Security Service - Fire Watch - Not Included	- lsum	0.00 /lsum	0
	01410.000	Permits			
		Building Permit - Not Included	- lsum	0.00 /lsum	0
	01452.000	Testing Laboratory Services			
		Construction Materials Testing - Not Included	- lsum	0.00 /lsum	0
		Special (Threshold) Inspections - Not Included	- lsum	0.00 /lsum	0
	01510.000	Temporary Utilities			
		Temp Electricity Service - Use Owner's	- lsum	0.00 /lsum	0
		Temp Fire Protection	2.00 each	53.75 /each	108
		Temp Telephone Service Connection	1.00 lsum	100.00 /lsum	100
		Temp Telephone Service	8.00 mnth	75.00 /mnth	600
		Cellular Telephone	8.00 mnth	80.00 /mnth	640
		Copy-Scan-Fax Machine	1.00 each	102.12 /each	102
		Temp Water Service - Use Owner's	- lsum	0.00 /lsum	0
		Temporary Utilities			1,550
	01523.000	Field Office			
		Office Trailer - Not Included	- lsum	0.00 /lsum	0
		Office Supplies	8.00 mnth	64.50 /mnth	516
		Postage & Express	8.00 mnth	216.50 /mnth	1,732
		First Aid & Safety Supplies	8.00 mnth	32.25 /mnth	258
		Field Office			2,506
	01529.000	Sanitary Facilities			
		Temp Toilets	8.00 mnth	322.50 /mnth	2,580
		Temp Hand Washing Stations	8.00 mnth	322.50 /mnth	2,580
		Ice, Water, Cups	8.00 mnth	40.00 /mnth	320
		Sanitary Facilities			5,480
	01560.000	Temporary Barriers			
		Temp Dust Barrier - Zip Wall	161.00 lnft	24.60 /lnft	3,961
		Temp Dust Barrier - Sticky Mats	8.00 door	92.72 /door	742
		Temp Doors - Not Included	- lsum	0.00 /lsum	0
		Temp Exterior Door Closures	1.00 each	1,318.00 /each	1,318
		Temp Partitions - Not Included	- lsum	0.00 /lsum	0
		Temp Floor Protection	12,638.00 sqft	0.89 /sqft	11,254
		Temp Signs	1.00 lsum	107.50 /lsum	108
		Temp Elevator Wall & Floor Protection	1.00 each	537.50 /each	538

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
	01560.000	Temporary Barriers			
		Temp Fence - Not Included	- Isum	0.00 /Isum	0
		Temporary Barriers			17,920
	01580.000	Project Identification			
		Project Sign	1.00 each	400.00 /each	400
		Project Identification			400
	01611.300	Software Licensing			
		Project Management Software	1.00 Isum	3,561.00 /Isum	3,561
		Software Licensing			3,561
	01732.900	Cutting & Patching			
		Patching & Preparation	12,638.00 sqft	1.39 /sqft	17,578
		Cutting & Patching			17,578
	01740.000	Cleaning			
		Dumpster Pull Fee	10.53 each	403.13 /each	4,245
		Progress Cleaning	112.00 crhr	76.17 /crhr	8,531
		Final Cleaning	12,638.00 sqft	0.97 /sqft	12,233
		Cleaning			25,009
	01780.000	Closeout			
		As-Built CAD Documents	32.00 hour	150.00 /hour	4,800
		Closeout			4,800
		GENERAL REQUIREMENTS			307,265
02000.000		EXISTING CONDITIONS			
	02220.000	Existing Conditions Assessment			
		"Field Verify..."	40.00 hour	102.75 /hour	4,110
		Existing Conditions Assessment			4,110
	02419.000	Selective Demolition			
		Selective Demolition	1.00 Isum	35,800.00 /Isum	35,800
		Selective Demolition - Additional	1.00 Isum	7,100.00 /Isum	7,100
		Selective Demolition - Exploratory	1.00 Isum	1,737.50 /Isum	1,738
		Selective Demolition			44,638
		EXISTING CONDITIONS			48,748
03000.000		CONCRETE			
	03310.000	Concrete			
		Concrete	1.00 Isum	29,547.00 /Isum	29,547
		Concrete - Patching	1.00 Isum	5,115.00 /Isum	5,115
		Concrete - Patching at Interior Planter Drains	1.00 Isum	300.00 /Isum	300
		Allowance - Exterior Slab and Wall Foundation	1.00 Isum	3,000.00 /Isum	3,000
		Concrete			37,962
		CONCRETE			37,962
04000.000		MASONRY			
	04200.000	Masonry			
		Masonry	1.00 Isum	11,013.00 /Isum	11,013
		Masonry - Cutting & Patching for HVAC	1.00 Isum	5,245.00 /Isum	5,245
		Masonry			16,258
		MASONRY			16,258
05000.000		METALS			
	05120.000	Structural Steel Framing			
		Structural Steel Framing - Bettinger (pending scope confirmation)	1.00 Isum	45,000.00 /Isum	45,000
		Structural Steel Framing - Difference to Jackson-Cook	1.00 Isum	4,500.00 /Isum	4,500
		Structural Steel Framing			49,500
		METALS			49,500
06000.000		WOOD & PLASTICS			
	06410.000	Architectural Cabinets			
		Cabinets	1.00 Isum	29,300.00 /Isum	29,300
		Architectural Cabinets			29,300
		WOOD & PLASTICS			29,300
07000.000		THERMAL & MOISTURE			
	07411.300	Metal Roofing			
		Metal Roofing - Hole-Sawing & Flashing	1.00 Isum	5,000.00 /Isum	5,000
		Metal Roofing			5,000
	07421.300	Metal Wall Panels			

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
	07421.300	Metal Wall Panels			
		ACM Wall Panels - Patching	1.00 Isum	25,000.00 /Isum	25,000
		Metal Wall Panels			25,000
	07810.000	Sprayed Fireproofing			
		Sprayed Fireproofing - Patching	40.00 crhr	357.81 /crhr	14,313
		Sprayed Fireproofing			14,313
		THERMAL & MOISTURE			44,313
08000.000		OPENINGS			
	08110.000	Doors, Frames & Hardware			
		Doors, Frames & Hardware	1.00 Isum	67,350.00 /Isum	67,350
		Ceiling Struts - Not Included	- Isum	0.00 /Isum	0
		Doors, Frames & Hardware			67,350
	08810.000	Glass & Glazing			
		Glass & Glazing	1.00 Isum	75,395.00 /Isum	75,395
		Glazing Films	1.00 Isum	2,340.00 /Isum	2,340
		Glass & Glazing			77,735
		OPENINGS			145,085
09000.000		FINISHES			
	09290.000	Gypsum Board			
		Gypsum Board	1.00 Isum	228,400.00 /Isum	228,400
		Gypsum Board - Patching	1.00 Isum	35,300.00 /Isum	35,300
		Wall-Blocking & Patching at Window Blinds & Headwalls - To be Confirmed	32.00 crhr	141.76 /crhr	4,536
		EIFS - Patching	1.00 Isum	3,125.00 /Isum	3,125
		Engineered Submittals - Signed & Sealed	1.00 Isum	4,500.00 /Isum	4,500
		Gypsum Board			275,861
	09510.000	Acoustical Ceilings			
		Acoustical Ceiling	1.00 Isum	72,500.00 /Isum	72,500
		Acoustical Ceiling - Disassemble & Re-Install	8,681.00 sqft	10.00 /sqft	86,810
		Acoustical Ceilings			159,310
	09680.000	Flooring			
		Tile, Carpet & Resilient Flooring	1.00 Isum	33,332.00 /Isum	33,332
		Allowance - Tile Floor & Base Material	143.00 feet	15.00 /feet	2,145
		Flooring			35,477
	09840.000	Acoustical Wall Panels			
		Allowance - Acoustical Wall Panels	1.00 Isum	50,000.00 /Isum	50,000
		Acoustical Wall Panels			50,000
	09910.000	Painting			
		Painting	1.00 Isum	17,724.00 /Isum	17,724
		Painting			17,724
		FINISHES			538,372
10000.000		SPECIALTIES			
	10050.000	Specialties			
		Building Accessories	Isum	/Isum	
		Building Accessories - Material	1.00 Isum	75,123.23 /Isum	75,123
		Building Accessories - Labor	1.00 Isum	6,750.00 /Isum	6,750
		Specialties			81,873
	10221.900	Demountable Partitions			
		Demountable Partitions - Not Included	Isum	/Isum	
		Non-Functional Plumbing Fixtures - Furnished by Others - Not Included	- Isum	0.00 /Isum	0
	10250.000	Service Walls			
		Medical Headwall Units - Furnished By Others - Not Included	each	/each	
		Mount Headwalls - Labor	32.00 crhr	146.80 /crhr	4,698
		Service Walls			4,698
		SPECIALTIES			86,571
11000.000		EQUIPMENT			
	11521.300	Projection Screens			
		Projection Screens	3.00 each	483.35 /each	1,450
		Projection Screens			1,450
		EQUIPMENT			1,450
12000.000		FURNISHINGS			

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
	12210.000	Window Treatment			
		Window Shades - A Blind Decor - Pending Scope Review	1.00 Isum	3,478.46 /Isum	3,478
		Window Shades - Difference to IFS	1.00 Isum	8,513.17 /Isum	8,513
		Window Treatment			11,992
	12510.000	Office Furniture			
		Remove, Store & Then Re-Set Existing FF&E - Not Included	40.00 crhr	140.00 /crhr	5,600
		Office Furniture			5,600
		FURNISHINGS			17,592
21000.000		FIRE PROTECTION			
	21130.000	Fire Sprinkler System			
		Fire Sprinkler System	1.00 Isum	28,522.00 /Isum	28,522
		Fire Sprinkler System - Engineer Directed	1.00 Isum	2,847.00 /Isum	2,847
		Fire Sprinkler System - Maintenance Service - Not Included	Isum	/Isum	
		Fire Sprinkler System			31,369
		FIRE PROTECTION			31,369
22000.000		PLUMBING			
	22010.000	Plumbing			
		Plumbing & Medical Gas System	1.00 Isum	178,620.00 /Isum	178,620
		Plumbing & Medical Gas System - Maintenance Service - Not Included	Isum	/Isum	
		Plumbing			178,620
		PLUMBING			178,620
23000.000		HVAC			
	23010.000	HVAC			
		HVAC	1.00 Isum	131,113.00 /Isum	131,113
		HVAC - Maintenance Service - Not Included	Isum	/Isum	
		HVAC			131,113
	23059.000	Testing, Adjusting & Balancing			
		Testing, Adjusting & Balancing - in HVAC	- Isum	0.00 /Isum	0
		"Meeting" Payment to H2 Engineering	8.00 hour	120.00 /hour	960
		Testing, Adjusting & Balancing			960
	23090.000	HVAC Control System			
		HVAC Control System - in HVAC	- Isum	0.00 /Isum	0
		"Testing & Inspecting Allowance" to H2 Engineering	1.00 Isum	3,000.00 /Isum	3,000
		HVAC Control System			3,000
		HVAC			135,073
26000.000		ELECTRICAL			
	26010.000	Electrical			
		Electrical	1.00 Isum	219,873.00 /Isum	219,873
		Electrical - Maintenance Service - Not Included	Isum	/Isum	
		Electrical			219,873
	27100.000	Communications Cabling System			
		Communications Cabling System	1.00 Isum	41,837.00 /Isum	41,837
		Communications Cabling System			41,837
	27400.000	Audio-Video System			
		Audio-Video System	1.00 Isum	79,756.54 /Isum	79,757
		Audio-Video System			79,757
	28100.000	Access Control System			
		Access Control System - Not Included	- Isum	0.00 /Isum	0
	28230.000	Video Surveillance System			
		Video Surveillance System - Not Included	- Isum	0.00 /Isum	0
	28310.000	Fire Alarm System			
		Fire Alarm System - in Electrical	- Isum	0.00 /Isum	0
		ELECTRICAL			341,467
31000.000		SITE			
	31230.000	Excavation & Fill			
		Discard Spoils	1.00 load	300.00 /load	300
		Excavation & Fill			300
	31311.600	Termite Treatment			
		Termite Treatment - in Concrete	2.00 trip	215.00 /trip	430

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
		Termite Treatment			430
		SITE			730

Estimate Totals

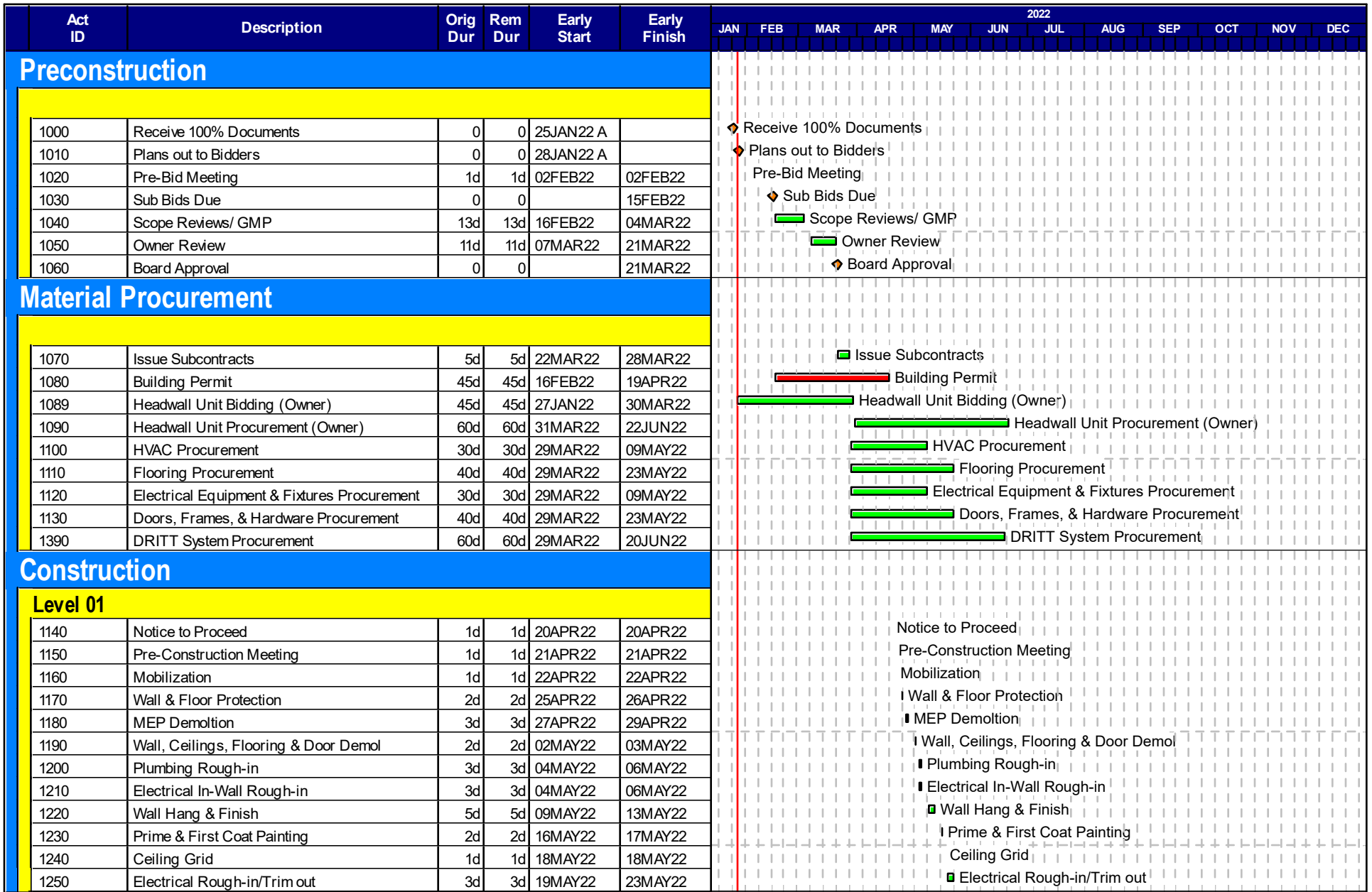
Description	Amount	Totals	Rate
Gen Liability - Div 1	1,709		0.705 %
Gen Liability - Subcontracts	2,412		0.143 %
Gen Liability - Div 2-33	1,183		11.269 %
Bldrs Risk Insurance page 39, 44, 59, 62/63	13,786		0.600 %
P&P Bond	16,406		
Construction Contingency page 38/63	102,258		5.000 %
Construction Manager's Fee page 35/63	150,320		7.000 %
Total		2,297,748	

SECTION 4 – SCHEDULE

March 2, 2022

The duration from NTP and required permits to Substantial Completion is 195 calendar days.

See attached construction schedule for detail.



Start date	20JAN22
Finish date	06DEC22
Data date	27JAN22
Run date	28JAN22
Page number	1A
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- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2022															
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				
1260	Duct & Grille Installation	3d	3d	19MAY22	23MAY22																
1270	Fire Sprinkler Trim out	5d	5d	19MAY22	25MAY22																
1280	Ceiling Tile	1d	1d	26MAY22	26MAY22																
1290	Flooring	3d	3d	27MAY22	31MAY22																
1300	Doors & Hardware	1d	1d	01JUN22	01JUN22																
1310	DRITT Modular Partition Installation	10d	10d	21JUN22	05JUL22																
1320	Level 01 Inspection	0	0		05JUL22																
Level 02 - Large Simulation Lab 265																					
1330	Flooring & Wall Protection	2d	2d	25APR22	26APR22																
1340	Wall, Flooring, & Seating Demolition	5d	5d	27APR22	03MAY22																
1350	MEP Demolition	5d	5d	04MAY22	10MAY22																
1360	Ceiling Demolition	3d	3d	11MAY22	13MAY22																
1370	Slab Demolition	5d	5d	16MAY22	20MAY22																
1380	Underslab Rough-in	5d	5d	23MAY22	27MAY22																
1400	Elevated Slab Framing	7d	7d	23MAY22	31MAY22																
1410	Under Elevated Slab Rough-in	5d	5d	01JUN22	07JUN22																
1420	Decking	5d	5d	08JUN22	14JUN22																
1430	Concrete Pourback	5d	5d	15JUN22	21JUN22																
1440	Wall Framing	5d	5d	22JUN22	28JUN22																
1450	Electrical In-Wall Rough-in	10d	10d	29JUN22	13JUL22																
1460	Plumbing In-Wall Rough-in	10d	10d	29JUN22	13JUL22																
1470	Hang, Tape, & Finish Drywall	8d	8d	14JUL22	25JUL22																
1480	Prime & 1st Coat Painting	3d	3d	26JUL22	28JUL22																
1485	Above Ceiling Rough-in	15d	15d	29JUL22	18AUG22																
1490	Ceiling Grid	5d	5d	19AUG22	25AUG22																
1500	Electrical Ceiling Trim out	10d	10d	26AUG22	08SEP22																
1510	HVAC Ceiling Trim out	10d	10d	26AUG22	08SEP22																
1520	Fire Sprinkler Trim out	10d	10d	26AUG22	08SEP22																
1530	Ceiling Tile	5d	5d	09SEP22	15SEP22																
1540	Flooring	5d	5d	16SEP22	22SEP22																
1550	Final Painting	3d	3d	23SEP22	27SEP22																
1560	Doors & Hardware	2d	2d	28SEP22	29SEP22																
1570	Casework Installation	3d	3d	28SEP22	30SEP22																
1580	Curtain Tracks	2d	2d	28SEP22	29SEP22																
1590	Head Wall Units	5d	5d	28SEP22	04OCT22																
1595	Furniture Installation/ Commissioning (Owner)	20d	20d	05OCT22	01NOV22																

Start date	20JAN22
Finish date	06DEC22
Data date	27JAN22
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Page number	2A
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- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2022																		
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC							
Level 02 - Skills Lab 204/Student Lounge																								
1600	Floor & Ceiling Protection	1d	1d	04MAY22	04MAY22																			
1610	MEP Demolition	5d	5d	05MAY22	11MAY22																			
1620	Walls, Ceiling, & Flooring Demolition	5d	5d	23MAY22	27MAY22																			
1630	Wall Framing	5d	5d	30MAY22	03JUN22																			
1640	Electrical & Plumbing Rough-in	10d	10d	06JUN22	17JUN22																			
1650	Hang, Tape & Finish Drywall	8d	8d	20JUN22	29JUN22																			
1660	Prime & 1st Coat	3d	3d	30JUN22	05JUL22																			
1670	Above Ceiling Rough-in	10d	10d	06JUL22	19JUL22																			
1680	Ceiling Grid	3d	3d	20JUL22	22JUL22																			
1690	Electrical Ceiling Trim out	7d	7d	25JUL22	02AUG22																			
1700	HVAC Trim out	7d	7d	25JUL22	02AUG22																			
1710	Fire Sprinkler Trim out	5d	5d	25JUL22	29JUL22																			
1720	Ceiling Tile	2d	2d	03AUG22	04AUG22																			
1730	Final Painting	2d	2d	05AUG22	08AUG22																			
1740	Flooring	5d	5d	09AUG22	15AUG22																			
1750	Doors & Hardware	2d	2d	16AUG22	17AUG22																			
1760	Casework Installation	3d	3d	18AUG22	22AUG22																			
1770	Head Wall Units	5d	5d	23AUG22	29AUG22																			
Level 02 - Virtual Simulation Lab 235																								
1780	Demolition	2d	2d	30MAY22	31MAY22																			
1790	Wall Patching	3d	3d	01JUN22	03JUN22																			
1800	MEP Rough-in	5d	5d	06JUN22	10JUN22																			
1810	Ceiling	2d	2d	13JUN22	14JUN22																			
1820	Window Film	1d	1d	15JUN22	15JUN22																			
1830	Painting	2d	2d	15JUN22	16JUN22																			
1840	Flooring	3d	3d	17JUN22	21JUN22																			
Level 02 - Nursing Lab 248																								
1850	Demolition	2d	2d	01JUN22	02JUN22																			
1860	Wall Framing	2d	2d	03JUN22	06JUN22																			
1870	MEP Rough-ins	3d	3d	07JUN22	09JUN22																			
1880	Light Fixtures	2d	2d	10JUN22	13JUN22																			
1890	Painting	2d	2d	14JUN22	15JUN22																			
1900	Doors & Hardware	1d	1d	16JUN22	16JUN22																			
1910	Flooring	1d	1d	17JUN22	17JUN22																			
Level 02 - Debrief Room 222																								

Start date	20JAN22
Finish date	06DEC22
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Run date	28JAN22
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-  Early bar
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point

SECTION 5 – LIST OF DOCUMENTS

March 2, 2022

1. Addendum 1 dated February 8, 2022, prepared by Fitzgerald Collaborative Group, LLC.
2. Drawings prepared by Fitzgerald Collaborative Group, LLC as referenced below.

#	Description	Date
	<u>General</u>	
G0.0.0	Cover Page & Drawing Index	01-26-2022
G0.0.1	Building Code Information	01-26-2022
G0.0.2	Notes, Symbols, & Abbreviations	01-26-2022
G0.0.3	ADA Clearances	01-26-2022
G0.0.4	Partition Types	01-26-2022
G1.0.0	Life Safety Plan – First Floor	01-26-2022
G2.0.0	Life Safety Plan – Second Floor	01-26-2022
	<u>Architectural</u>	
A1.0.1	Overall Demolition Plan – First Floor	01-26-2022
A1.0.2	Overall Demolition Plan – Second Floor	01-26-2022
A1.1.1	Enlarged Demolition Plans	01-26-2022
A1.2.1	Demo Ceiling Plan – First Floor	01-26-2022
A1.2.2	Demo Ceiling Plan – Second Floor	01-26-2022
A2.0.1	Overall Floor Plan – First Floor	01-26-2022
A2.0.2	Overall Floor Plan – Second Floor	01-26-2022
A2.1.1	Enlarged Floor Plans – First Floor	01-26-2022
A2.1.2	Enlarged Floor Plans – Second Floor	02-28-2022
A2.1.3	Enlarged Floor Plans – Second Floor	02-28-2022
A2.1.4	EMS Lab – Kit of Parts	01-26-2022
A2.1.5	EMS Lab – Enlarged Floor Plan	01-26-2022
A3.0.1	DIRTT Preliminary Shop Drawings – Plan View and Details	01-25-2022
A3.0.2	DIRTT Preliminary Shop Drawings – Plan View and Details	01-25-2022
A3.1.1	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A3.1.2	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A3.1.3	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A3.1.4	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A3.1.5	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A3.2.1	DIRTT Preliminary Shop Drawings – Elevations	01-25-2022
A4.1.1	Enlarged Building Sections	01-26-2022

A5.0.1	Interior Elevations	01-26-2022
A5.0.2	Interior Elevations	02-28-2022
A5.0.3	Interior & Exterior Elevations	01-26-2022
A6.0.1	Overall Reflected Ceiling Plan – First Floor	01-26-2022
A6.0.2	Overall Reflected Ceiling Plan – Second Floor	01-26-2022
A6.1.1	Enlarged Ceiling Plans – First Floor	01-26-2022
A6.1.2	Enlarged Ceiling Plans – Second Floor	01-26-2022
A6.1.3	Enlarged Ceiling Plans – Second Floor	01-26-2022
A7.0.1	Schedules	02-28-2022
A7.0.2	Door & Window Types and Details	01-26-2022
A7.0.3	Millwork Plan & Details	01-26-2022
A7.0.4	Details	02-28-2022
A8.0.1	Overall Finish Plan – First Floor	02-28-2022
A8.0.2	Overall Finish Plan – Second Floor	02-28-2022
A8.1.1	Enlarged Finish Plans	02-28-2022
A8.1.2	Enlarged Finish Plans	02-28-2022
	<u>Structural</u>	
S1.1	Framing Plan, Details & General Notes	01-26-2022
S2.1	Ceiling Framing Plan & Details	01-26-2022
	<u>Mechanical</u>	
M0.0.1	General notes and Legends	01-26-2022
M0.0.2	Schedules	01-26-2022
M1.0.1	Overall Demolition Plan – First Floor	01-26-2022
M1.0.2	Overall Demolition Plan – Second Floor	01-26-2022
M2.0.1	Overall Floor Plan – First Floor	01-26-2022
M2.0.2	Overall Floor Plan – Second Floor	01-26-2022
M2.1.1	Enlarged Floor Plans – First Floor	01-26-2022
M2.1.2	Enlarged Floor Plans – Second Floor	01-26-2022
M2.1.3	Enlarged Floor Plans – Second Floor	01-26-2022
M5.0.1	Details	01-26-2022
	<u>Instrumentation & Control</u>	
IC0.0.1	General Notes and Legends	01-26-2022
IC0.1.1	Controls	01-26-2022
	<u>Plumbing</u>	
P0.0.1	General notes and Legends	01-26-2022
P1.0.1	Overall Demolition Plan – First Floor	01-26-2022
P1.0.2	Overall Demolition Plan – Second Floor	01-26-2022
P2.0.1	Overall Floor Plan – First Floor	01-26-2022

P2.0.2	Overall Floor Plan – Second Floor	01-26-2022
P3.0.1	Enlarged Plans	01-26-2022
P3.0.2	Plumbing Risers	01-26-2022
P5.0.1	Details	01-26-2022
	<u>Fire Protection</u>	
F0.0.1	General Notes and Legends	01-26-2022
F1.0.1	Overall Demolition Plan – First Floor	01-26-2022
F1.0.2	Overall Demolition Plan – Second Floor	01-26-2022
F2.0.1	Overall Floor Plan – First Floor	01-26-2022
F2.0.2	Overall Floor Plan – Second Floor	01-26-2022
F2.1.1	Enlarged Floor Plans – First Floor	01-26-2022
F2.1.2	Enlarged Floor Plans – Second Floor	01-26-2022
F2.1.3	Enlarged Floor Plans – Second Floor	01-26-2022
F5.0.1	Details	01-26-2022
	<u>Electrical</u>	
E0.0.1	General Notes and Legends	01-26-2022
E0.0.2	Schedules	01-26-2022
E1.0.1	Overall Demolition Plan – First Floor – Lighting	01-26-2022
E1.0.2	Overall Demolition Plan – Second Floor – Lighting	01-26-2022
E1.1.1	Overall Demolition Plan – First Floor – Power	01-26-2022
E1.1.2	Overall Demolition Plan – Second Floor – Power	01-26-2022
E2.0.1	Overall Floor Plan – First Floor – Lighting	01-26-2022
E2.0.2	Overall Floor Plan – Second Floor – Lighting	01-26-2022
E2.1.1	Overall Floor Plan – First Floor - Power	01-26-2022
E2.1.2	Overall Floor Plan – Second Floor - Power	01-26-2022
E3.0.1	Riser Diagram and Panel Schedules	01-26-2022
E5.0.1	Details	01-26-2022
	<u>Telecommunications</u>	
T0.0.1	General Notes and Legends	01-26-2022
T1.0.1	Overall Demolition Plan – First Floor – Telecom	01-26-2022
T1.0.2	Overall Demolition Plan – Second Floor - Telecom	01-26-2022
T2.0.1	Overall Floor Plan – First Floor – Telecom	01-26-2022
T2.0.2	Overall Floor Plan – Second Floor – Telecom	01-26-2022
T3.0.1	Communication and Audio Visual Diagrams	01-26-2022

3. Specifications prepared by Fitzgerald Collaborative Group, LLC as referenced below.

#	Description	Date
	<u>Division 00 – Procurement and Contracting Requirements</u>	
00 00 00	Cover Page	01-26-2022
00 00 10	Table of Contents	01-26-2022
00 00 11	Certification Page	01-26-2022
00 01 10	TCC Procurement and Contracting Requirements	01-26-2022
	<u>Division 01 – General Requirements</u>	
01 10 00	Summary	01-26-2022
01 25 00	Substitution Procedures	01-26-2022
01 26 00	Contract Modification Procedures	01-26-2022
01 29 00	Payment Procedures	01-26-2022
01 31 00	Project management and Coordination	01-26-2022
01 32 00	Construction Progress Documentation	01-26-2022
01 33 00	Submittal Procedures	01-26-2022
01 40 00	Quality Requirements	01-26-2022
01 42 00	References	01-26-2022
01 50 00	Temporary Facilities and Controls	01-26-2022
01 60 00	Product Requirements	01-26-2022
01 73 00	Execution	01-26-2022
01 74 19	Construction Waste Management	01-26-2022
01 77 00	Closeout Procedures	01-26-2022
01 78 23	Operation and Maintenance Data	01-26-2022
01 78 39	Project Record Documents	01-26-2022
01 79 00	Demonstration and Training	01-26-2022
	<u>Division 02 – Existing Conditions</u>	
02 41 19	Selective Demolition	01-26-2022
	<u>Division 03 – Concrete</u>	
03 30 00	Cast-In-Place Concrete	01-26-2022
03 35 46	Concrete Sealer	01-26-2022
	<u>Division 04 – Masonry</u>	
04 20 00	Unit Masonry	01-26-2022
04 22 00	Concrete Unit Masonry	01-26-2022
	<u>Division 05 – Metals</u>	
05 12 00	Structural Framing	01-26-2022
05 31 00	Steel Decking	01-26-2022
05 40 00	Cold Form Metal Framing	01-26-2022

	<u>Division 06 – Wood, Plastics, and Composites</u>	
06 10 53	Miscellaneous Rough Carpentry	01-26-2022
06 40 00	Akupanel 3x1 Cut Sheet	02-28-2022
06 41 16	Plastic Laminate-Clad Architectural Cabinets	01-26-2022
	<u>Division 07 – Thermal and Moisture Protection</u>	
07 21 00	Thermal Insulation	01-26-2022
07 27 26	Fluid-Applied Membrane Air Barrier	01-26-2022
07 84 13	Penetration Firestopping	01-26-2022
07 84 43	Joint Firestopping	01-26-2022
07 92 00	Joint Sealants	01-26-2022
	<u>Division 08 – Openings</u>	
08 11 13	Hollow Metal Doors and Frames	01-26-2022
08 14 16	Flush Wood Doors	01-26-2022
08 41 13	Aluminum Entrances and Storefronts	01-26-2022
08 42 43	ICU/CCU Entrances	01-26-2022
08 71 00	Door Hardware	01-26-2022
08 80 00	Glazing	01-26-2022
	<u>Division 09 – Finishes</u>	
09 22 16	Non-Structural Metal Framing	01-26-2022
09 29 00	Gypsum Board	01-26-2022
09 51 23	Acoustical Ceiling Panels	01-26-2022
09 65 00	Resilient Tile Flooring	01-26-2022
09 65 13	Resilient Base and Accessories	01-26-2022
09 68 13	Carpet Tile	01-26-2022
09 91 23	Painting	01-26-2022
	<u>Division 10 - Specialties</u>	
10 11 00	Visual Display units	01-26-2022
10 14 00	Dimensional letter Signage	01-26-2022
10 21 23	Cubicle Curtains and Track	01-26-2022
10 22 00	Demountable Partitions	01-26-2022
10 26 00	Wall and Door Protection	01-26-2022
	<u>Division 12 – Furnishings</u>	
12 24 13	Roller Window Shades	01-26-2022
12 36 23.16	Plastic-Laminate-Clad Countertops	01-26-2022
	<u>Division 21 – Fire Suppression</u>	
21 01 00	General Provisions for Fire Suppression	01-26-2022
21 05 17	Sleeves and Sleeve Seals for Fire Suppression Piping	01-26-2022
21 05 18	Escutcheons for Fire Suppression Piping	01-26-2022

21 05 23	General-Duty Valves for Fire Protection Piping	01-26-2022
21 05 29	Hangers and Supports for Fire Suppression Piping	01-26-2022
21 13 13	Wet-Pipe Sprinkler Systems	01-26-2022
	<u>Division 22 – Plumbing</u>	
22 01 00	General Provisions for Plumbing	01-26-2022
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	01-26-2022
22 05 18	Escutcheons for Plumbing Piping	01-26-2022
22 05 23.12	Ball Valves for Plumbing Piping	01-26-2022
22 05 23.14	Check Valves for Plumbing Piping	01-26-2022
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	01-26-2022
22 05 53	Identification for Plumbing Piping and Equipment	01-26-2022
22 07 19.11	Insulation for Domestic Cold-Water Piping	01-26-2022
22 07 19.12	Insulation for Domestic Hot-Water Piping	01-26-2022
22 11 16	Domestic Water Piping	01-26-2022
22 13 16	Sanitary Waste and Vent Piping	01-26-2022
22 13 19	Sanitary Waste Piping Specialties	01-26-2022
22 61 13	Compressed Air Piping for Laboratory and Healthcare Facilities	01-26-2022
22 62 13	Vacuum Piping for Laboratory and Healthcare Facilities	01-26-2022
22 63 13	Gas Piping for Laboratory and Healthcare Facilities	01-26-2022
22 64 00	Medical Gas Alarms	01-26-2022
	<u>Division 23 – Heating, Ventilating, and Air Conditioning</u>	
23 01 00	General Provisions for HVAC	01-26-2022
23 05 16	Expansion Fittings and Loops for HVAC Piping	01-26-2022
23 05 17	Sleeves and Sleeve Seals for HVAC Piping	01-26-2022
23 05 18	Escutcheons for HVAC Piping	01-26-2022
23 05 19	Meters and Gages for HVAC Piping	01-26-2022
23 05 23.12	Ball Valves for HVAC Piping	01-26-2022
23 05 29	Hangers and Supports for HVAC Piping and Equipment	01-26-2022
23 05 48.13	Vibration Controls for HVAC	01-26-2022
23 05 53	Identification for HVAC Piping and Equipment	01-26-2022
23 05 93	Testing, Adjusting, and Balancing for HVAC	01-26-2022
23 07 13.11	Insulation for Indoor General HVAC Ducts	01-26-2022
23 07 19.14	Insulation for Heating Hot Water Piping	01-26-2022
23 21 13	Hydronic Piping	01-26-2022
23 21 16	Hydronic Piping Specialties	01-26-2022
23 31 13.11	Metal Ducts for General HVAC	01-26-2022
23 33 00	Air Duct Accessories	01-26-2022

23 33 46	Flexible Ducts	01-26-2022
23 36 00	Air Terminal Unites	01-26-2022
23 37 13.13	Air Diffusers	01-26-2022
13 37 13.23	Registers and Grilles	01-26-2022
	<u>Division 25 – Integrated Automation</u>	
25 01 00	General Provisions for Instrumentation and Control	01-26-2022
25 05 28	Pathways for Control Systems	01-26-2022
25 05 29	Hangers and Supports for Control Systems	01-26-2022
25 09 10	Integration with Existing DDC System	01-26-2022
	<u>Division 26 – Electrical</u>	
26 01 00	General Provisions for Electrical	01-26-2022
26 05 19	Low-Voltage Electrical Power Conductors and Cables	01-26-2022
26 05 23	Control-Voltage Electrical Power Cables	01-26-2022
26 05 26	Grounding and Bonding for Electrical Systems	01-26-2022
26 05 29	Hangers and Supports for Electrical Systems	01-26-2022
26 05 33	Raceways and Boxes for Electrical Systems	01-26-2022
26 05 44	Sleeves and Sleeve Seals for Raceways and Cabling	01-26-2022
26 05 53	Identification for Electrical Systems	01-26-2022
26 09 23	Lighting Control Devices	01-26-2022
26 27 26	Wiring Devises	01-26-2022
26 28 16	Enclosed Switches and Circuit Breakers	01-26-2022
26 46 21.12	Integration with Existing Addressable fire Alarm Systems	01-26-2022
26 51 19	LED Interior Lighting	01-26-2022
	<u>Division 27 – Communications</u>	
27 01 00	General provisions for Communications	01-26-2022
27 05 26	Grounding and Bonding for Communications Systems	01-26-2022
27 05 28	Pathways for Communications Systems	01-26-2022
27 05 53	Identification for Communications Systems	01-26-2022
27 15 13	Communications Copper Horizontal Cabling	01-26-2022

SECTION 6 – BID TABULATIONS

March 2, 2022

Subcontractor Bid Tabulations are attached.

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
Owner: Tallahassee Community College

Bid Tabulations for each of the following bid packages are attached:

- | | |
|---|---|
| 02A - Selective Demolition | 09D - Painting & Finishing |
| 03A - Concrete | 10A - Building Accessories |
| 04A - Masonry | 10B - Demountable Partitions |
| 05A - Steel | 12A - Window Shades |
| 06A - Cabinets & Trim | 21A - Fire Sprinkler System |
| 08A - Doors, Frames & Hardware | 22A - Plumbing and Medical Gas System |
| 08B - Glass & Glazing | 23A - HVAC |
| 09A - Gypsum Board Assemblies | 26A - Electrical |
| 09B - Acoustical Ceilings | 27A - Communications Cabling System |
| 09C - Tile, Carpet & Resilient Flooring | 27B - Audio-Video System |

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Witnesses:

Name *Theresa* Organization *TCC*

Name *[Signature]* Organization *FITZGERALD COOPERATIVE*

Name *Paul Tomelk* Organization *ALLSTATE CONSTRUCTION*

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	FL DEVELOPERS	GREAT SOUTHERN	TRI-STATE				
02A - Selective Demolition Base Bid	\$40,000	\$42,959	\$35,800				
<u>Alternate:</u> Additional Demolition	\$8,000	\$6,520	\$7,100				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	THOMAS CONCRETE	STEWART CONCRETE	SOVRAN				
03A - Concrete Base Bid	\$76,000	\$29,547	\$36,618				
<u>Alternate:</u> Additional Concrete Work	\$8,900	\$5,115	\$4,800				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

	SOVRAN	R&R MASONRY	GEM MASONRY	MASONRY INC.			
Bid Package: 04A - Masonry Base Bid	\$11,259	\$17,500	\$11,013	\$14,005			

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	WOODLANE	ANDY'S CABINETS	CORRY CABINETS				
06A - Cabinets & Trim Base Bid	\$29,300	\$47,260	\$44,874				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	MOORE DOORS	DOOR PRODUCTS	SHAFFIELD				
08A - Doors, Frames & Hardware Base Bid	\$67,350	\$75,000	\$128,000				
<u>Alternate:</u> Hollow Metal Frame Ceiling Struts	NO BID	N/A	\$3,800				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	AMERICAN GLASS	MILLER GLASS	POINT GLASS				
08B - Glass & Glazing Base Bid	\$106,381	\$75,395	\$96,769				
<u>Alternate:</u> Glazing Films	\$4,493	\$2,340	\$3,882				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	JAGUARS	INGRAM					
09A - Gypsum Board Assemblies Base Bid	\$289,913	\$228,400					
<u>Alternate:</u> Additional Gypsum Board Patching & Replacement	\$20,200	\$35,300					

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	ACOUSTI	SHOULDER'S SERVICES	SHAFFIELD				
09B - Acoustical Ceilings Base Bid	\$81,000	\$94,500	\$72,500				
<u>Alternate:</u> Disassemble and Re-Install Existing Ceilings	NO BID	\$68,400	\$10/SQFT				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

	LINK FLOORS	CAPITAL FLOORING	NATIONAL FLOORING	CARPET STUDIO	CARPET ONE		
Bid Package: 09C - Tile, Carpet & Resilient Flooring Base Bid	\$42,215	\$40,065	\$42,000	\$45,317	\$33,332		

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

	CUSHING	SHAFFIELD	CORNERSTONE				
Bid Package: 10A - Building Accessories Base Bid	\$6,750	\$54,000					
ALUMINUM LETTERS			\$1,276.77				
CORNER GUARDS GUARDS			\$1,766.27				
FIRE EXTINGUISHERS			\$1,429.45				
MARBLE BOARDS			\$15,004.06				
SINK ACCESSORIES			\$694.33				

CUBICLE TRACK & CURTAINS

\$54,952.35

\$75,123.23

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	SCOTT - BURNETT	WW GAY	KEITH LAWSON				
22A - Plumbing & Medical Gas System Base Bid	\$178,620	\$298,700	NO BID				
<u>Alternate:</u> Maintenance Service	NO BID	NO BID	NO BID				

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	PARKER SERVICES	KELLY BROTHERS	BENSON'S	AMSCO	KEITH LAWSON		
23A - HVAC Base Bid	\$156,160	\$131,113	\$158,754	\$193,263	\$147,389		
<u>Alternate:</u> Maintenance Service	\$6,600	N/A	N/A	INCLUDED IN BASE	\$3,200		

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	ACE ELECTRIC	ALL FL ELECTRIC	SUN COAST	LAWSON & LAWSON			
26A - Electrical Base Bid	\$ 450,000	\$ 219,873	\$ 249,897	\$ 263,495			
<u>Alternate:</u> Maintenance Service	\$ 25,000	\$ 10,080	\$ 11,500	\$ 18,000			

BID TABULATION

Ghazvini Center - Nursing Simulation Lab Renovations
 Bid Date/Time: February 17, 2022, 2:00 PM Eastern Time

Construction Manager: Allstate Construction, Inc.
 Owner: Tallahassee Community College

Note: This Bid Tabulation is used to only record trade contractor bids received and is not a pricing evaluation. Subcontracts shall be awarded after trade contractor bids are reviewed for completeness. Allstate Construction reserves the right to reject any or all bids and waive any informalities or irregularities if it is deemed in the best interest of the Owner.

Bid Package:	MUSIC MASTERS	JSC SYSTEMS	S&L INTEGRATED SYSTEMS				
27B - Audio-Video System Base Bid	\$ 90,399	\$ 103,817	\$ 79,756.54				

SECTION 7 – ADVERTISEMENT & SOLICITATION

March 2, 2022

The following are attached as they relate to advertisement and solicitation of subcontractor bids:

- **Legal Advertisement.** This is a receipt for the legal ad that ran in the Tallahassee Democrat on January 24, January 31 and February 7, 2022. A signed affidavit will be forwarded as soon as it's received from the Tallahassee Democrat.
- **Bidders List.** This is a summary of all companies invited to bid on the project.
- **Communications Log.** This is a print-out showing a summary of communications that were sent to companies on the bidders list during the bid period. For each of these communications there were hundreds of emails/faxes sent. Also attached is a detailed communication log for the initial invitation to bid that was sent.
- **No-Bid Letter.** One no-bid letter from Keith Lawson Company. They were supposed to bid and had to pull out at the last minute due to unforeseen circumstances.

Tallahassee Media Group

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: ALLSTATE CONSTRUCTION INC

Ad No.: 0005099648

Address: 5718 TOWER RD
TALLAHASSEE FL 32303
USA

Pymt Method Invoice

Net Amt: \$450.38

Tel: 8505141006

Run Times: 3

No. of Affidavits: 1

Run Dates: 01/24/22, 01/31/22, 02/07/22

Text of Ad:

INVITATION TO BID

Allstate Construction, Inc. (CGC1518758), the Construction Manager, will receive sealed bid proposals from pre-qualified subcontractors for TCC Ghazvini Center Nursing Simulation Renovation, Tallahassee, Florida, for the following work:

02A – Selective Demolition
03A – Concrete
04A – Masonry
05A – Steel
06A – Cabinets & Trim
08A – Doors, Frames & Hardware
08B – Glass
09A – Gypsum Board Assemblies
09B – Acoustical Ceilings
09C – Tile, Carpet & Resilient Flooring
09D – Painting
10A – Building Accessories
10B – Demountable Partitions
21A – Fire Sprinkler
22A – Plumbing & Medical Gas System
23A – HVAC
26A – Electrical
27A – Communications Cabling System
27B – Audio Video

Subcontractor Bid Proposals will be received until 2:00pm Eastern Time on February 15, 2022, at Allstate Construction, Inc., 5718 Tower Road, Tallahassee, FL 32303.

Pre-Bid Site Visit will be held on February 2, 2022, 10:00am Eastern Time at the project site, located at 1528 Surgeons Drive, Tallahassee, FL 32308.

Bid Proposal documents are available from Allstate Construction, Inc. Email: hmartin@allstateconstruction.com Phone: 850-514-1004

Minority Business Enterprise (MBE) participation is strongly encouraged.

Allstate Construction, Inc. reserves the right to waive any irregularities and/or reject any and all Bid Proposals.

PUBLICATION: January 24, 31, February 7, 2022

0005099648-01



March 21, 2022

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: Oyster Dome License Agreement

Item Description

This item is a request for approval of the Exclusive License Agreement between TCC and Restord Tech, LLC. This document will provide to Restord Tech a license to develop commercial applications of the oyster reef dome.

Overview and Background

TCC holds the assignment of invention of the oyster dome, provided March 26, 2019. This Exclusive License allows Restord Tech, LLC to manufacture, deploy and sell the oyster dome. Restord Tech will pay TCC 100% of the net profits until such time the College has fully recouped costs. After initial recovery of costs, Restord Tech agrees to pay TCC 10% of net profits. The Agreement also provides a process for Restord Tech to purchase the patent rights from the College.

Funding/ Financial Implications

Financial implications are to be determined based on future net profits.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Revenue Sharing Agreement.

Recommended Action

Approve the Exclusive License Agreement between TCC and Restord Tech, LLC.

EXCLUSIVE LICENSE AGREEMENT
BETWEEN TCC AND RESTORD TECH, LLC

This Exclusive License Agreement (this “Agreement”) is entered by and between The District Board of Trustees of Tallahassee Community College (the “Licensor”) and Restord Tech LLC, (the “Licensee”) as of _____ (the “Effective Date”).

RECITALS

WHEREAS, Licensor is the owner of, or has acquired the patent rights to the Oyster Reef Dome, as further described in Appendix A.

WHEREAS, Licensee has the capability of developing commercial applications of the Oyster Reef Dome to which Licensor currently holds the intellectual property rights.

WHEREAS, Licensor is willing to grant a license to Licensee and Licensee desires a license from them.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1 “Annual Financial Report” means a written account of Licensee’s financial earnings over the calendar year preceding submission of the report. The report will give Licensor access to financial information of Licensee as if they are in a Florida partnership. The Annual Financial Report shall be audited by an independent auditor, at the expense of the Licensee, and provided to the Licensor by March 1 for the preceding calendar year.

1.2 “Exclusive License” means a license to be the sole manufacturer, seller, and distributor of the Oyster Reef Dome and the sole right to sublicense or transfer the license.

1.3 “Licensed Product” means any product or part thereof, on a country-by-country basis, which is covered in whole or in part by the Patent Rights, in any country in which such product is made, used, exported, imported, sold, or manufactured by using a process which is covered in whole or in part by the Patent Rights.

1.4 “Licensed Territory” means worldwide.

1.5 “Net Profits” means the total dollar amount invoiced on sales of Licensed Product by Licensee or by any Sublicensee, less costs of production for the Oyster Reef Domes; costs of surveying and evaluating location prior to installation of Oyster Reef Domes; costs of transport of Oyster Reef Domes to location of installation; costs of installation of Oyster Reef Domes; insurance; taxes; and legal costs.

1.6 “Oyster Reef Dome” means the concrete dome created for the purpose of becoming an artificial oyster reef, as more fully described in the Patent Application, attached as Appendix B.

1.7 “Patent Challenge” means a formal, written challenge, brought in any judicial or administrative governmental forum having jurisdiction over the subject matter, to the validity, patentability, and/or enforceability of any claim or claims of the Patent Rights.

1.8 “Patent Rights” means rights to the patented Oyster Reef Dome, identified in Appendix A.

1.9 “Sublicense” means the agreement to grant to, or the agreement not to assert against, a third party any of the rights granted to Licensee under Section 2. An agreement which is described in this definition is a Sublicense whether or not it is called a “sublicense” and whether or not it is included in a stand-alone document or is part of a broader collaboration, development, or joint venture agreement or arrangement, but shall not include any manufacturing or distribution company or other third party which manufactures or distributes Licensed Product on behalf of Licensee.

1.10 “Sublicensee” means any third party granted a Sublicense.

SECTION 2: GRANT OF LICENSE RIGHTS

2.1 Patent Rights. In return for the payments described in Section 5, Licensor hereby grants to Licensee an exclusive license to use the Oyster Reef Dome in the Licensed Territory to make, have made, use, sell, have sold, import, and export Licensed Products.

2.2 Sublicense Rights.

(a) Licensee may grant written Sublicenses to third parties. However, Licensee shall notify Licensor of the initiation of license negotiations with all potential Sublicensees. Any agreement granting a Sublicense shall state the Sublicense is subject to the terms of this Agreement. Licensee has the same responsibility for the activities of any Sublicensee under any Sublicense as if the activities were directly those of Licensee.

(b) Licensor has right to receive copies of Sublicenses subject to the ability to redact confidential information of the Sublicensee which is not reasonably necessary for Licensor to confirm the compliance of the Sublicense with this Agreement (hereinafter “Redacted Sublicense”). Licensee shall provide Licensor with a final copy of each Redacted Sublicense and will include in each Annual Financial Report submitted to Licensor hereunder, which shall include reporting on development of Licensed Products and payments under the Sublicense agreements.

2.3 Retained Rights. Licensor reserves to itself the right under the Patent Rights to develop, import, and use Licensed Products solely for internal not-for-profit research.

SECTION 3: OBLIGATIONS OF LICENSEE

3.1 Licensee agrees and warrants:

(a) Licensee will prepare and provide Licensor an audited Annual Financial Report after the end of each calendar year, no later than March 1 of each year.

(b) Licensee shall pay Licensor in accordance with a separately executed Revenue Sharing Agreement.

SECTION 4: OBLIGATIONS OF LICENSOR

4.1 Licensor agrees and warrants:

(a) Licensor will give Licensee an Exclusive License to manufacture, deploy, and sell the Oyster Reef Dome and the sole right to sublicense or transfer the License with prior written approval of the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Licensor shall split the Net Profits in accordance with a separately executed Revenue Sharing Agreement.

(c) Licensee will have the option to purchase the Patent Rights from Licensor for the fair market value of the Patent Rights at the time of purchase or for \$100,000.00, whichever is greater at the time of purchase. The fair market value of the Patent Rights at the time of purchase is to be determined by an independent appraiser with experience in valuation of patent rights. If the Parties cannot agree on an independent appraiser, one appraiser shall be designated by Licensee, one appraiser shall be designated by Licensor, and the two appraisers shall designate an independent appraiser with experience in valuation of patent rights to determine the fair market value of the Patent Rights. The valuation of the third appraiser shall be binding. Licensee and Licensor shall each pay one-half of the cost of any appraisal.

SECTION 5: PAYMENTS

5.1 Licensee shall pay Licensor 100 percent of Net Profits until such time as Licensor has fully recouped all direct and indirect costs incurred by Licensor in the development of the Patent Rights.

5.2 Licensee shall pay Licensor 10 percent of Net Profits of Licensed Products for each calendar year as soon as the Net Profits are determined by check. The first payment made once the Net Profits are determined will be to Licensor.

5.3 With respect to Sublicenses granted by Licensee or by a Sublicensee under Section 2.3(a), Licensee shall pay to Licensor an amount equal to what Licensee would have been required to pay had Licensee sold the Licensed Products which are sold by a Sublicensee.

(a) Licensee may not receive from Sublicensees anything of value in lieu of cash payments in consideration for any Sublicense under this Agreement without the express prior written approval of Licensor, which approval Licensor may not unreasonably withhold, condition, or delay.

5.4 Except as otherwise directed, Licensee shall pay all amounts owing to Licensor under this Agreement in United States dollars at the following address:

Attn: Vice President of Administrative Services
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

5.5 Based on the financial statement provided by Licensee, Licensor will confirm the amount due to the Licensor. If no payment is due, Licensor should provide a written affirmation of this fact.

5.6 Licensee shall be entitled to deduct from the payments otherwise due to Licensor hereunder the amount of any withholding taxes, value-added taxes or other taxes, levies or charges which may be imposed on Licensee by any government or political subdivision with respect to such payments which are required to be withheld.

SECTION 6: WARRANTIES AND DISCLAIMERS OF LICENSEE

6.1 Licensor represents its employees have assigned their entire right, title, and interest in the Patent Rights which it has authority to grant the rights and licenses set forth in this Agreement. However, nothing in this Agreement is:

(a) a warranty or representation by Licensor of the validity or scope of any right included in the Patent Rights;

(b) a warranty or representation of anything made, used, sold or otherwise disposed of under the license granted in this Agreement does not infringe patents or other rights of third parties;

(c) an obligation to bring or prosecute actions or suits against third parties for infringement of Patent Rights; or

(d) an obligation to furnish services other than those specified in this Agreement.

6.2 Licensor assumes no responsibilities whatsoever with respect to construction, use, sale, transport, installation, or other disposition by licensee or its sublicensees. Neither party shall be liable for any consequential, indirect or special damages arising out of this Agreement or any breach of this Agreement.

SECTION 7: INFRINGEMENT AND INVALIDITY

7.1 Licensee shall inform Licensor, and similarly Licensor shall inform Licensee, promptly in writing of any alleged infringement of the Patent Rights in the Licensed Territory by a third party and of any available evidence of the alleged infringement.

7.2 Licensee may, but is not obligated to, prosecute at its own expense any alleged infringement of the Patent Rights and shall have the first right to do so. Licensee will not prosecute or take any other enforcement-related steps with respect to any such infringements of the Patent Rights except as is provided in Section 7.3. Licensee shall first apply any recovery of damages of any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licensor for any legal fees and unreimbursed expenses born by Licensor. Licensee will keep any remaining balance. Licensee may not enter any settlement, consent judgment, or other voluntary final disposition of the suit without the prior, written consent of Licensor, which consent Licensor may not unreasonably withhold. Licensee shall indemnify Licensor against any order for costs and legal fees which may be made against Licensor in the proceedings.

7.3 If Licensee is unsuccessful in persuading the alleged infringer to desist, has not brought an infringement action against the alleged infringer (unless, and only so long as, Licensee has, as part of its enforcement strategy, reasonable grounds supporting a delay by Licensee in bringing such action against a particular alleged infringer or infringers, and Licensee so notifies Licensor and provided Licensor's rights against such infringer are preserved), or notifies Licensor of its intention not to bring suit against the alleged infringer, then, and in those events only, Licensor may, but is not obligated to, prosecute at its own expense such alleged infringement of the Patent Rights. Licensor may use the name of Licensee as party plaintiff in the infringement action without expense to Licensee. If Licensor undertakes the enforcement of the Patent Rights by litigation, Licensor shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licensor relating to the suit and next toward reimbursement of Licensee for any legal fees and unreimbursed expenses born by Licensee at Licensor's request. Any remaining balance shall be distributed as Net Profits in accordance with the Revenue Sharing Agreement.

7.4 If Licensee undertakes the enforcement or defense of the Patent Rights by litigation, Licensor may voluntarily join the litigation, represented by its own counsel at its own expense. Licensee shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licensor for any legal fees and unreimbursed expenses.

7.5 In any suit in which either party is involved to enforce or defend the Patent Rights pursuant to this Agreement, the other party shall, at the request and expense of the party initiating the suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, and the like.

SECTION 8: ASSIGNABILITY

8.1 This Agreement may not be transferred or assigned by Licensee except with the prior written approval of Licensor, which approval may not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in contravention of this Section 8.1 is void.

- (a) The new assignee shall assume all responsibilities under this Agreement and agree in writing to Licensor to be bound by this Agreement.

8.2 Licensor has the exclusive right to assign its rights under this Agreement to the Tallahassee Community College Foundation, Inc. If such assignment is made, all other material provisions of this Agreement shall remain the same.

SECTION 9: INDEMNIFICATION

9.1 Licensee and Sublicensee(s) shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold The District Board of Trustees of Tallahassee Community College, Licensor, and each of their directors, trustees, officers, employees, agents, and the inventor of the Patent Rights, regardless of whether the inventor is employed by Licensor at the time of the claim, harmless against all claims and liabilities, including legal expenses and reasonable attorneys' fees, arising from a third party claim, arising out of the death of or injury to any person or persons or out of any damage to property and against any other third party claim, proceeding, demand, expense and liability resulting from the development, production, manufacture, sale, use, or lease of Licensed Products; except to the extent such claims result from the gross negligence, willful misconduct or breach of applicable law by any indemnitee. Licensor shall give Licensee prompt notice of any such claim. Notwithstanding the above, Licensor at all times reserves the right to retain counsel of its own to defend the interests of Licensor, The District Board of Trustees of Tallahassee Community College Board of Trustees, Licensor, and the inventor. Licensor shall give Licensee prompt notice of any such claim.

SECTION 10: INSURANCE

10.1 Licensee shall, throughout the term of this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in Florida with a Best Rating of B+ or better, standard product liability insurance naming Licensor and its officers, directors, trustees, employees, agents, and shareholders as additional insured parties. Such policy shall provide protection against all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of liability coverage shall be \$1,000,000 with \$200,000 per person, \$300,000 per occurrence. The Licensee must provide a Certificate of Liability insurance as proof of coverage, with the Licensor being named as an additional insured party on the insurance plan. The policy shall provide for thirty (30) days' notice to Licensor from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Licensee agrees to furnish Licensor a certificate of insurance evidencing same prior to the Effective Date and in no event shall Licensee manufacture, distribute or sell any Licensed Products prior to receipt by Licensor of such evidence of insurance.

SECTION 11: USE OF NAMES

11.1 Licensee and its Sublicensee(s) may not use the names or logos of Licensor, nor of any of the institution's employees, trustees, agents, or affiliates, except for the name of the inventor of the Oyster Reef Dome, nor any adaptation of those names, in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by these entities or individuals, without the prior written approval of Licensor in each case, which approval the Licensor may not unreasonably withhold, condition, or delay.

SECTION 12: MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida.

12.2 Independent Contractors. The parties are independent contractors and not joint venturers or partners.

12.3 Integration. This Agreement constitutes the full understanding between the parties with reference to its subject matter, and no statements or agreements by the parties, whether oral or in writing, may modify the terms of this Agreement. Neither party may claim any amendment, modification, or release from any provisions of this Agreement, unless the mutual agreement is in writing and signed by both parties.

12.4 Laws and Regulations. Licensee shall comply with all local, state, federal, and international laws and regulations which are applicable to the development, manufacture, use, and sale of Licensed Products.

12.5 Force Majeure. Neither party is responsible for default, delay, or failure to perform, if such default, delay or failure to perform is due to causes beyond the party's reasonable control, including, but not limited to, acts of God, wars, acts of public enemies, strikes, fires, floods, or other natural disasters beyond the control of the parties, provided the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch when the causes are removed. In the event of a default, delay or failure to perform described in this Section 12.5, any date or times by which either party is scheduled to perform is extended automatically for a time equal to the time lost by reason of the excused default, delay or failure to perform.

12.6 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired.

SECTION 13: NOTICES

13.1 The parties shall provide any notice required to be given pursuant to this Agreement in writing to the addresses listed in this Section 13.1. Notice is effective on the day it is delivered personally with written receipt from an authorized signatory, on the second day after the day on which the notice has been delivered for next day delivery prepaid to a nationally recognized courier service, on the fifth business day following deposit in the United States mail if sent certified or registered mail, (return receipt acknowledgement is not required to certify delivery).

If to Licensor:

Attn: Vice President of Administrative Services
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

If to Licensee:

Attn: Robert G. Ballard
3189 Mulberry Park Blvd.
Tallahassee, Florida 32311

SECTION 14: DISPUTE RESOLUTION

14.1 The Parties expressly waive any right to a trial by jury regarding any action, legal or equitable, arising out of this Agreement. Prior to bringing any legal or equitable action in any court of law, the Parties hereby irrevocably consent to mediation in Leon County, Florida. Said mediation shall be conducted within 120 days of a Party providing written notice of said Party's claim(s) and request to mediate. The Parties shall make a good faith effort to agree upon a mediator. To the extent the Parties are unable to agree, the mediator shall be chosen from a list of certified mediators provided by the Florida Bar.

14.2 Venue. The state and federal courts located in Leon County, Florida, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of *forum non conveniens* or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

SECTION 15: CONTRACT FORMATION AND AUTHORITY

15.1 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has

the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

15.2 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

15.3 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

15.4 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

15.5 The submission of this Agreement is not an offer, and this document is effective and binding only upon the execution by duly authorized representatives of both Licensee and Licensor. Copies of this Agreement which have not been executed and delivered by both Licensor and Licensee do not evidence an agreement between the parties.

15.6 Licensor and Licensee hereby warrant and represent the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.

SECTION 16: TERMINATION OF AGREEMENT

16.1 This Agreement shall be terminated by mutual consent of both parties in writing, by the sale of Restord Tech in accordance with Section 4.1(a) of this Agreement, by Licensee’s purchase of the patent from the Licensor in accordance with Section 4.1(e) of this Agreement, or by material breach of this Agreement, as described in Section 17.1 (a), with 30 days’ notice and time to cure the breach.

(a) Material breach of this Agreement shall be defined as falsification of records; falsification of reports; failure to distribute Net Profits in accordance with the Revenue Sharing Agreement; failure to provide Licensor with Oyster Reef Domes in accordance with Section 3.1(c) of this Agreement, failure to maintain liability insurance in compliance with Section 10 of this Agreement; improper use of Licensor’s name or logos or names of Licensor’s employees, trustees, agents, or affiliates in violation of Section 11 of this Agreement; any violation of a federal, state, or local law, rule, or permitting requirement; any violation of EPA rules or regulations; any

violation of DEP rules or regulations; any violation of federal or state fish and wildlife rules or regulations; or any violation of Department of Labor and OSHA rules or regulations.

The parties have duly executed this Agreement on the dates indicated below.

Restord Tech LLC

The District Board of Trustees of
Tallahassee Community College

/s/ _____

By: /s/ _____

Date:

Date:



March 21, 2022

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: Revenue Sharing Agreement

Item Description

This item is a request for approval of the Revenue Sharing Agreement between TCC and Restord Tech, LLC.

Overview and Background

TCC holds the assignment of invention of the oyster dome, provided March 26, 2019. The previous board item provided to Restord Tech, LLC, a license to manufacture, deploy and sell the oyster dome. This Revenue Sharing Agreement establishes the financial relationship of Restord Tech, LLC, and the College. Restord Tech will pay TCC 100% of the net profits until such time the College has fully recouped costs. After initial recovery of costs, Restord Tech agrees to pay TCC 10% of net profits.

Funding/ Financial Implications

Financial implications are to be determined based on future net profits.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Exclusive License Agreement.

Recommended Action

Approve the Revenue Sharing Agreement between TCC and Restord Tech, LLC.

REVENUE SHARING AGREEMENT
Tallahassee Community College and Restord Tech LLC

This Revenue Sharing Agreement (the “Agreement”) is entered into as of _____ by and between The District Board of Trustees of Tallahassee Community College (“TCC”), having its principal place of business located at 444 Appleyard Drive, Tallahassee, Florida 32304 and Restord Tech LLC, having its principal place of business located at 3189 Mulberry Park Blvd., Tallahassee, Florida 32311, collectively the “Parties.”

WHEREAS, Restord Tech LLC is a Florida Limited Liability Company, owned by Robert Ballard.

WHEREAS, Robert Ballard is the inventor of the “Oyster Reef Dome,” the patented concrete dome, used for creating an artificial oyster reef, as more fully described in Appendix A.

WHEREAS, Robert Ballard is, and was at the time of invention of the Oyster Reef Dome, an employee of TCC.

WHEREAS, per his employment agreement with TCC, Robert Ballard transferred his rights of the Oyster Reef Dome patent to TCC via transfer agreement, dated March 21, 2019.

WHEREAS, TCC has given Restord Tech, LLC an exclusive license to manufacture, deploy, and sell the Oyster Reef Dome.

WHEREAS, TCC has given Restord Tech, LLC an exclusive license to manufacture, deploy, and sell the Oyster Reef Dome and the sole right to sublicense or transfer the license with prior written approval by Licensor, which approval shall not be unreasonably withheld, conditioned, or delayed.

WHEREAS, the Parties desire to enter into an agreement whereby Restord Tech will pay to TCC 10 percent of the net profits of the Oyster Reef Dome, after costs of production, installation, taxes, insurance, and legal costs (“Net Profits”) due to the efforts of Restord Tech, LLC according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made to the parties hereto, TCC and Restord Tech, LLC covenant and agree as follows:

SECTION 1: REVENUE SHARE

1.1 Restord Tech LLC shall pay TCC 100 percent of Net Profits until such time as TCC has fully recouped all direct and indirect costs incurred by TCC in the development of the Patent Rights.

1.2 Restord Tech LLC shall pay 10 percent of its net profits to TCC annually on March 1 for the preceding calendar year. The percentage shall be split, 30 percent to TCC, 30 percent to the Wakulla Environmental Institute (“WEI”), the TCC aquaculture program, and 40 percent to Robert Ballard.

1.3 All payments shall be in the form of certified check.

SECTION 2: TCC'S REPRESENTATIONS AND WARRANTIES

2.1 TCC represents and warrants to Restord Tech, LLC, with the intent and understanding which Restord Tech, LLC will rely thereon in entering into this Agreement:

(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Application are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against, TCC in accordance with its terms;

(d) the undersigned representative of TCC is duly authorized to enter into this Agreement by TCC's Board of Directors;

(e) it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 3: RESTORD TECH, LLC'S REPRESENTATIONS AND WARRANTIES

3.1 Restord Tech, LLC represents and warrants to TCC with the intent and understanding which Restord Tech, LLC will rely thereon in entering into this Agreement:

(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Application are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against, Restord Tech, LLC in accordance with its terms;

(d) the undersigned representative of Restord Tech, LLC is duly authorized to enter into this Agreement;

(e) it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 4: INDEPENDENT CONTRACTOR

4.1 The Parties shall be considered independent contractors and not agents or employees of the other Party. A Party shall not have authority to make any statements, representations, or commitments of any kind, and shall not take any action which shall be binding on the other Party, except as expressly provided for herein or authorized by the Parties in writing.

SECTION 5: INDEMNITY

5.1 Restord Tech, LLC will indemnify and save harmless TCC, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses which TCC may sustain, incur, suffer or be put to by reason of any act or omission of Restord Tech, LLC or by any servant, employee, affiliate, or agent of Restord Tech, LLC in relation to the performance or non-performance of Restord Tech's obligations under this Agreement or breaches of the Warranties and Representations of Restord Tech under Section 2.

SECTION 6: APPROPRIATION

6.1 Appropriation of net profits of Restord Tech will be allocated on an annual basis on March 1 for the preceding calendar year unless otherwise agreed upon in writing by the parties.

SECTION 7: DISPUTE RESOLUTION

7.1 If a dispute arises between TCC and Restord Tech, LLC regarding any aspect of this Agreement, the individuals identified under section 10.2 will meet as soon as is practicable to resolve the dispute.

SECTION 8: CONFIDENTIALITY

8.1 Restord Tech, LLC shall not, in any fashion, form, or manner, either directly or indirectly:

(a) Disclose or communicate to any party information relating to TCC's business (the "Confidential Information");

(b) Duplicate any Confidential Information;

(c) Use any Confidential Information other than solely for the benefit of TCC;

(d) Assist a third party in using any Confidential Information in any manner not solely for the benefit of TCC;

(e) If Restord Tech, LLC has questions regarding the application of Chapter 119, Florida Statutes, related to the duty to provide public records relating to this Agreement, TCC's Custodian of Public Records should be contacted at Tallahassee Community College, 444 Appleyard Drive, Tallahassee, Florida 32304 or publicrecords@tcc.fl.edu;

(f) Restord Tech, LLC acknowledges TCC cannot and will not provide legal advice or business advice to Restord Tech, LLC with respect to its obligations pursuant to this section related

to public records. Restord Tech, LLC further acknowledges it will not rely on TCC or its counsel to provide such business or legal advice, and Restord Tech, LLC has been advised to seek professional advice with regard to public records matters addressed by this Agreement. Restord Tech, LLC acknowledges its failure to comply with Florida Law and this Agreement with respect to public records shall constitute a material breach of this Agreement and grounds for termination.

(g) In the event Restord Tech, LLC is exposed to any TCC or student non-public personal information (“NPPI”) while performing services hereunder, Restord Tech, LLC agrees to maintain the confidentiality of and protect such NPPI in accordance with the Fair Credit Reporting Act, the Health Insurance Portability and Accountability Act (“HIPPA”), FERPA, Florida Public Records Act, Chapter 119, Florida Statutes, and any other provision of Florida law which requires the protection and non-disclosure of NPPI, and all other regulations applicable to the services being performed hereunder. Restord Tech, LLC shall maintain information security policies for NPPI, consistent with prevailing United States Industry standards.

(h) Unless otherwise required by this Agreement, TCC will use its best effort to prevent Restord Tech, LLC from receiving student data or NPPI which Restord Tech, LLC does not need in order to satisfy the duties of the Parties under this Agreement.

SECTION 9: GENERAL PROVISIONS

9.1 This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida, and venue for all claims or other causes of action arising out of this Agreement is Leon County, Florida.

9.2 This Agreement and any amendments to it, made in accordance with Section 13.1, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, unless otherwise agreed in writing by the Parties.

9.3 There will be no presumption any ambiguity in any of the terms of this Agreement should be interpreted in favor of either TCC or Restord Tech, LLC.

9.4 If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

9.5 All funds are in US dollars.

9.6 This Agreement may be entered into by TCC and Restord Tech, LLC signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other TCC and Restord Tech, LLC by facsimile or digital transmission.

9.7 This Agreement will not limit the positions TCC and/or Restord Tech, LLC may take in future negotiations or court actions.

SECTION 10: NOTICE

10.1 Any notice or other communication which is required to be given or TCC wishes to give to Restord Tech, LLC or which is required to be given or Restord Tech, LLC wishes to give to TCC with respect to this Agreement will be in writing.

10.2 A notice or communication must be delivered, mailed or sent by facsimile to the intended recipient at the address below:

**The District Board of Trustees of
Tallahassee Community College
Attn. Vice President of Administrative Services**
444 Appleyard Drive
Tallahassee, Florida 32304
Telephone: _____
Facsimile: _____

**Restord Tech, LLC
Robert Ballard**
3189 Mulberry Park Blvd.
Tallahassee, Florida 32311
Telephone: _____
Facsimile: _____

SECTION 11: TERM AND TERMINATION

11.1 This Agreement takes effect on execution.

11.2. This Agreement shall terminate upon termination of the Exclusive License Agreement Between TCC and Restored Tech, LLC.

SECTION 12: AMENDMENT

12.1 Any amendments to this Agreement must be in writing and executed by the Parties.

Section 13: Entire Agreement

13.1 This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

IN WITNESS WHEREOF, each of the Parties has executed this Revenue Sharing Agreement, each Party by its duly authorized officer, as of the day and year set forth below.

Restord Tech LLC

The District Board of Trustees of
Tallahassee Community College

/s/

By: /s/

Date:

Date:



March 21, 2022

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

Item Description

This item requests Board approval of Policy Manual changes in chapters 3.0 – General Administration, 5.0 – Instructional Personnel, 8.0 – Curriculum and Instruction, 9.0 – Business Services, 10.0 – Students and 11.0 – Facilities.

Overview and Background

The College brings forth a request to modify the College's Policy Manual: revisions of policies within chapters 3.0 – General Administration, 5.0 – Instructional Personnel, 8.0 – Curriculum and Instruction, 9.0 – Business Services, 10.0 – Students and 11.0 – Facilities.

These changes are outlined in the link provided below.

<https://www.tcc.fl.edu/about/college/district-board-of-trustees/college-policies/policy-revisions-pt-3/>

Funding/ Financial Implications

N/A

Past Actions by the Board

As explained at the District Board of Trustees' workshop on November 15, 2021, all College policies will be revised and presented for Board action in three sections beginning at the Board meeting in January 2022 and concluding at the Board meeting in March 2022.

Recommended Action

Approve revision of College policies as presented.