



March 18, 2024

Memorandum from President Murdaugh

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

The following meeting Agenda and items requiring approval by the District Board of Trustees are provided for your use at the Monday, March 18, 2024 Board Meeting.

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

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Murdaugh'.

Jim Murdaugh, Ph.D.
President

Agenda
District Board of Trustees
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32308
Monday, March 18, 2024
Business Meeting & Workshop – 2:30 PM

CALL TO ORDER

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

COMMENTS

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

APPROVAL OF MINUTES

- 1. February 2024 Minutes
Approve minutes as presented.

INFORMATION AND NEWS ITEMS

UNFINISHED BUSINESS

PRESENTATIONS

NEW BUSINESS

Approval of Consent Agenda

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

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

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

2. Attorney Invoice – Bryant Miller Olive (January 2024)
Authorize payment of invoices as presented.
3. Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.
4. Sponsored Programs – Fiscal Agent
Authorize funding for the awards and contracts as presented.
5. Human Resource Report
Approve the report as presented.

TCC Foundation

6. TCC Foundation – Gift Acceptance
Accept gift as presented.

Academic Affairs

7. Laboratory/Course and Distance Learning Fees for 2024-2025
Approve the laboratory/course and distance learning fees for 2024-2025.

Administrative Services

8. Policy Manual Changes
Approve revision of College policies as presented.
9. Fund Analysis - February
Presented as an information item only.
10. Disposition of Surplus Property Assets
Authorize the College to dispose of the items designated as surplus.
11. Architect Invoices
Authorize payment of architectural invoices as presented.
12. Construction Status Report
Presented as an information item only.
13. TCC Science and Math Building AHU-1, 2, 3 and 4 Replacements Project
Approve the attached proposal no. 8670882 from SIEMENS as presented.
14. Design Build Guaranteed Maximum Price – TCC Main Campus Solar Powered Covered Walkways Project
Approve the attached Design Build Contract and Guaranteed Maximum Price in the amount of \$1,587,254.19 to Fitzgerald Collaborative Group, LLC, for the TCC Main Campus Solar Powered Covered Walkways Project.

BOARD OF TRUSTEES

PUBLIC COMMENT

WORKSHOP

PRESIDENT'S REPORT

NEXT MEETING DATE

April 15, 2024

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

ADJOURNMENT

**Minutes
District Board of Trustees
Tallahassee Community College
Ghazvini Center for Healthcare Education
1528 Surgeons Drive
Tallahassee, FL 32308
Monday, February 19, 2024
Business Meeting – Workshop 2:30 PM**

On February 19, 2024, the Tallahassee Community College District Board of Trustees meeting was called to order by Chair Jonathan Kilpatrick at 2:30 p.m.

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

Absent:

Others Present: President Jim Murdaugh, Candice Grause, Bobby Jones, Rob Hall, Trevoris McDaniel, Craig Knox, Bertie Culbreath, Christen Givens, Janet Hartman, Kilisha Fain, Brandie DelRossi, Shelly L. Bell, Heather Mitchell, Margaret Bowman, Stephanie Solomon, Calvin Cheung, Donmetrie Clark, Moseline Augustin, Brannon Snead, Sila Lott, Suzi Baugh, Riley Landry, Nyla Davis, Calandra Stringer, Barbara Wills, Brendie Hawkins, Lei Wang, and Leah Haas.

CALL TO ORDER

Chair Kilpatrick asked everyone to stand for a moment of silence and the Pledge of Allegiance.

COMMENTS

- i. Board Chair Kilpatrick shared a conversation he had with a student that TCC was the student's first choice for college.
- ii. Board Members – Trustee Messersmith attended the African American Calendar Luncheon and Heros in Public Safety Committee Luncheon. Trustee Lamb attended the African American Calendar Luncheon. Vice Chair Moore attended the President's Circle and the Florida College System Trustee Commission meeting. Trustee Ward mentioned the Collective Bargaining Agreement. Trustee Stevens mentioned the Cleaver and Cork event coming up.

COMMENTS

- i. President Murdaugh provided the following comments:
 - Congratulations to Trustee Messersmith who is now the President Elect, Wakulla County Chamber of Commerce.
 - Thank you to the Trustees for attending the Trustee Commission Update and Legislative Reception on January 22.
 - African American History Calendar luncheon and calendars were given to Trustees. Thank you Trustees Lamb and Messersmith for attending.
 - Commissioner's Summit: Ignite Innovation in Teacher Preparation took place on January 30, here on campus.
 - The graduation ceremony at the Transportation and Logistics Center for Florida Department of Corrections students was held on February 2. The Governor's Chief of Staff attended.
 - Congratulations to TCC's Brain Bowl team which won second place in the Regional Competition at the Florida Gateway College, seven colleges competed.

APPROVAL OF MINUTES

1. January 2024 Minutes

Approve minutes as presented.

MOTION: Trustee Lamb
Motion passed unanimously.

SECOND: Vice Chair Moore

INFORMATION AND NEWS ITEMS

VP Grause provided the following information and news items:

- First - denials from the Florida State University admissions office and for a push of the Aspire program. We pitched local media to highlight the benefits of attending TCC before transferring to FSU. We've seen a two hundred and twenty percent increase in page views on the Aspire landing page. Aspire Day will take place at TCC on April 19, at 2:00 p.m.
- Other news items included a highlight for Trustee Eugene Lamb being inducted into the Dillard University Athletic Hall of Fame.
- Tallahassee Collegiate Academy application opening.
- VP Mitchell will be on the Greg Tish Show, discussing the Cleaver and Cork event. Chef Andrew Zimmerman will call in while she is on the air.
- VP Wang shared with us that we have achieved as a college a historic three-year graduation rate, it's never been higher than this past cohort.
- Trustee Lamb is a finalist for the American Association of Community Colleges Trustee of the Year Award. President Murdaugh is also on the list for a finalist for the CEO of the Year Award.
- Coming up this week our team is traveling to the DREAM conference, where Achieving the Dream is recognizing the college with their twentieth anniversary Leah Mayer Austin Alumni Award. It's the highest distinction that ATD awards.

UNFINISHED BUSINESS

PRESENTATIONS

Dr. Murdaugh – congratulated Director Margaret Bowman for the wonderful and proud work she is doing in Transfer Services.

VP Heather Mitchell shared eight presentations.

Amazon

Attending: Cristal Cole
Amount of Donation: \$25,000
Use: Cleaver and Cork
Donor Intent: support student scholarships

Peter Boulware Toyota

Attending: Brannon Snead
Amount of Donation: \$15,000
Use: Cleaver and Cork: Food & Wine Festival
Donor Intent: support student scholarships

Florida Restaurant and Lodging Association

Attending: Carol Dover
Amount of Donation: \$10,000
Use: Cleaver and Cork: Restaurant Week
Donor Intent: support student scholarships

HCA Florida Capital Hospital

Attending: Chris Mosely
Amount of Donation: \$10,000
Use: Cleaver and Cork
Donor Intent: support student scholarships

Tallahassee Memorial HealthCare

Attending: Stephanie Derzypolski
Amount of Donation: \$10,000
Use: Cleaver and Cork
Donor Intent: support student scholarships

Dr. Larry Kubiak

Attending: Dr. Larry Kubiak
Amount of Donation: \$10,000
Use: Scholarships
Donor Intent: support student scholarships

The Moore Agency

Attending: Terrie Ard & Karen Moore
Amount of Donation: \$10,000
Use: Cleaver and Cork
Donor Intent: support student scholarships

Southern Standard Construction

Attending: Vanessa Anderson
Amount of Donation: \$10,000
Use: Cleaver and Cork
Donor Intent: support student scholarships

NEW BUSINESS

Approval of Consent Agenda

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2. Attorney Invoice – Bryant Miller Olive (December 2023)
Authorize payment of invoices as presented.
3. Human Resource Report
Approve the report as presented.
4. Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.
5. Collective Bargaining Agreement
Approve and ratify the CBA between UFF and TCC for current fiscal year 2023-2024.

Motion to Approve Consent Agenda.
MOTION: Vice Chair Moore **SECOND:** Trustee Lamb
Motion passed unanimously.

TCC Foundation

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

Academic Affairs

7. 2024-2025 Early College Program Agreements
Approve the Early College Program agreements.
MOTION: Trustee Messersmith **SECOND:** Vice Chair Moore
Motion passed unanimously.

Administrative Services

8. Policy Manual Changes
Approve revision of College policies as presented.
MOTION: Trustee Lamb **SECOND:** Trustee Ward
Motion passed unanimously.
9. Fund Analysis - January
Presented as an information item only.
10. Annual SREF Fire, Sanitation and Casualty Inspection
Approve the annual SREF Fire, Sanitation and Casualty Inspection reports
in accordance with Florida Statutes.
MOTION: Trustee Lamb **SECOND:** Trustee Stevens
Motion passed unanimously.
11. Architect Invoices
Authorize payment of architectural invoices as presented.
MOTION: Vice Chair Moore **SECOND:** Trustee Stevens
Motion passed unanimously.
12. TCC Public Housing Building No. 15 - 100% OAU
Approve the attached proposal no. 7413162 from TRANE as presented.
MOTION: Trustee Messersmith **SECOND:** Trustee Stevens
Motion passed unanimously.
13. Construction Status Report
Presented as an information item only.

PUBLIC COMMENT

None

PRESIDENT'S REPORT

- March 6, Women's History Month Reception, Theme: Women Building Community, reception 5:30 p.m. program begins at 6:00 p.m. SU Ballroom
- March 11, Spring Break
- March 23, Saturday, History Festival, Kleman Plaza, 10 a.m. to 2:00 p.m.
- March, the Model UN will attend the National Conference in New York
- April 1, Phi Rho Pi National Forensic Organization will be held in Reno, Nevada.
- All upcoming events will be emailed to the Trustees.

WORKSHOP

VP Calandra Stringer presented the Healthcare Programs Update.
PowerPoint shown.

NEXT MEETING DATE

March 18, 2024

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

ADJOURNMENT

Jonathan Kilpatrick
Chair

Jim Murdaugh, Ph.D.
President



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

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

Item Description

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

Overview and Background

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

Past Actions by the Board

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

Funding/ Financial Implications

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$2,850.00 for January 2024.

Recommended Action

Authorize payment of invoices as presented.



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

Invoice Date: February 8, 2024
Invoice No. 82710
Client No. 25480.006

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

Purchase Order No. PO-018021

Statement of Legal Services

	Hours
01/02/2024 DMH Review emails from client	0.10
01/05/2024 DMH Review email from Union	0.10
01/05/2024 DMH Review and reply to email from client	0.10
01/05/2024 DMH Attend zoom call with client	0.10
01/10/2024 DMH Review and reply to email	0.10
01/10/2024 DMH Prepare for and attend bargaining	2.10
01/10/2024 DMH Prepare proposal for bargaining	0.50
01/12/2024 DMH Review and reply to email	0.10
01/12/2024 DMH Review grievance	0.10
01/13/2024 DMH Telephone conference with client (C. Grause)	0.20
01/15/2024 DMH Draft email to client	0.10
01/15/2024 DMH Telephone conference with client (J. Murdaugh)	0.30
01/18/2024 DMH Prepare for and attend meeting with client / grievance	0.80
01/18/2024 DMH Draft email to client	0.10
01/18/2024 DMH Review grievance / Baglione	0.30
01/19/2024 DMH Review and reply to emails from client	0.10
01/22/2024 DMH Telephone conference with client (C. Grause, C. Stringer, B. Wills, N. Davis)	0.30
01/22/2024 DMH Review and reply to email from UFF	0.10

Tallahassee Community College

Invoice Date: February 08, 2024
Invoice No. 82710
Client No. 25480.006

01/22/2024 DMH	Draft email to client and review reply	0.10	
01/23/2024 DMH	Draft emails to client and review reply	0.10	
01/23/2024 DMH	Review email from Union	0.10	
01/23/2024 DMH	Analyze issue of dual grievances	0.50	
01/24/2024 DMH	Review email from client	0.10	
01/26/2024 DMH	Prepare for and attend zoom call	0.50	
01/29/2024 DMH	Draft settlement of grievance and email to client	0.60	
01/29/2024 DMH	Prepare for and attend bargaining	2.20	
01/30/2024 DMH	Legal research regarding obligation to provide supporting information for grievance	1.30	
01/31/2024 DMH	Draft email to client	0.10	
01/31/2024 DMH	Review email from client with attachment and reply	0.20	
Current Services		11.40	\$2,850.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	11.40	\$250.00	\$2,850.00

Payments

01/23/2024	Payment	ACH rec'd 1/23/24 Invoice 82294	1,317.50
			<u>1,317.50</u>

Total Current Work	<u>\$2,850.00</u>
Previous Balance Due	\$875.00
Balance Due	<u>\$3,725.00</u>

Please Reference Client Number On Checks And Wire Transfers

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

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



March 18, 2024

MEMORANDUM

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

Leon County - City of Tallahassee Blueprint Intergovernmental Agency - Amendment 1

This amendment updated Exhibit B ("Schedule and Timeline") of the Memorandum of Understanding (MOU). The award amount remains the same.

Florida Department of Education – Support for Military Veterans – Transition to Teacher Project – Amendment 1.

This amendment reallocated funds primarily from Travel and Postage to Registration fees and Office supplies. The award amount remains the same.

Florida Department of Education - Best Practices of Implementing Mathematics Standards - Amendment 2 & 3

This amendment reallocated funds from Travel to Stipends, Printing, and Materials & Supplies. The award amount remains the same.

Florida Department of Education - State Standards for Computer Science- Amendment 2

This amendment reallocated funds from Travel, Printing, Stipends and Facilities to Materials and Supplies. The Project Performance Accountability Form (PPAF) was updated to reflect the change in the timeline of the project. The award amount remains the same.

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

This amendment added additional funding for a Program Specialist and Printing. New award amount is \$1,240,200 with an indirect cost rate of 8%.

II. Commitments, Expenditures, Contracts for Service

None at this time.

Past Actions by the Board

Leon County - City of Tallahassee Blueprint Intergovernmental Agency

Initial award was approved at the January 2022 Board of Trustees meeting.

Florida Department of Education – Support for Military Veterans – Transition to Teacher Project.

Initial award was approved at the November 2023 Board of Trustees meeting.

Florida Department of Education - Best Practices of Implementing Mathematics Standards

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

Florida Department of Education - State Standards for Computer Science

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

Florida Department of Transportation – Florida Teen Traffic Safety Program 23/24

Initial award was approved at the November 2023 Board of Trustees meeting.

Funding/ Financial Implications

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the increased awards is \$5,200.

Recommended Action

Authorize funding for the awards and contracts as presented.



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Sponsored Programs – Fiscal Agent

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- Holocaust Education Task Force FY23/24- Amendment 1

This amendment extends the award date to 7/31/24. The award amount remains the same.

II. Commitments, Expenditures, Contracts for Service

None at this time

Past Actions by the Board

Florida Department of Education - Holocaust Education Task Force FY 23/24

Initial award was approved at the January 2024 Board of Trustees meeting.

Funding/ Financial Implications

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

Recommended Action

Authorize funding for the awards and contracts as presented.



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Human Resource Report

Item Description

This item requests Board approval for personnel actions.

Overview and Background

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

Past Actions by the Board

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

Funding/ Financial Implications

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

Recommended Action

Approve the report as presented.

Original Appointments - Executive, Administrative, Managerial & Professional

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

Original Appointments - Classified Staff

Name	Position	Department	Effective Date
John Palmer	Student Success Specialist	FPSI Certificate Programs	February 12, 2024
Monica Steen	Staff Assistant	Facilities	February 12, 2024
Chloe Schwipper	Strategic Communications Specialist	Communications and Marketing	February 19, 2024
Tyhesia Rawls	Student Support Specialist	Admission and Records	March 1, 2024
Kaylie Babowal	Staff Assistant	Student Affairs - Transfer Services	March 1, 2024
Michael Bryant	Environmental Service Technician	Facilities	March 1, 2024
Jovan Mickens	College Admissions Recruiter	Admission and Records	March 1, 2024

Original Appointments - Faculty

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

Original Appointments - Contracts & Grants

Name	Position	Department	Effective Date
Joseph Vazquez	Regional Coordinator	DJJ - Delinquency Prevention	February 5, 2024
Beth Fera	Senior Business Intelligence Analyst	DJJ - Contracted Research	February 5, 2024
Lauren Crane	CLSD Grants Manager	Comprehensive Literacy State Development (CLSD)	February 5, 2024
Carlametress Harrell	Regional Workforce Education Coordinator	DJJ - Project Anchor	February 12, 2024
Idelfonso Leal	Information Technology Specialist	DJJ - Project Anchor	February 12, 2024
Elizabeth (Anne) Everly	Apprenticeship and Training Representative	Workforce Development	March 1, 2024
Kodi Murphy	Career Development Specialist	DOC 100 Hour - Santa Rosa	March 1, 2024

Seeking to Hold Political Office Requests (All Employees)

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

Drop Retiree Participants (All Employees)

Name	Position	Department	Enrollment Date	End Period
Stephen Powers	Political Science Faculty	Political Science	February 1, 2024	January 31, 2032

Separations (All Employees)

Name	Position	Department	Effective Date	Separation Type
Teron Speer	Assessment Coordinator	DOE - Postsecondary Assessment	February 2, 2024	Resigned
Cernal E Hudson	Maintenance Technician II	FPSI Facilities	February 5, 2024	Resigned
Brianne Rucker	College Admissions Recruiter	Admission and Records	February 7, 2024	Resigned
Catherine Huntress	Assistant Financial Aid Director	Financial Aid	February 9, 2024	Retired
Brian Marquez	Donor Stewardship Officer	TCC Foundation	February 21, 2024	Resigned
Tim Girard	Social Studies Content Specialist	DOE - Test Development Center	February 23, 2024	Resigned
Annie Williams	Food Service Assistant	Law Enforcement Academy-Cafeteria	February 29, 2024	Retired

Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Brenda Reid	Professor	English	Uber	Driver

Seeking to Hold Political Office Requests (All Employees)

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

Personnel Changes (Promotions, Demotions - All Employees)

Name	Position	Department	Effective Date	Prior Position
Anessa Candate	Program Manager, Rebuild Florida	WD Special Projects	February 8, 2024	Program Specialist Rebuild Florida
Kyra Lee	Transfer Specialist	Transfer Services	February 12, 2024	OPS
Jeffrey Thornton	Developer	Application Development	March 1, 2024	Research and Business Analyst
Angela Chavers	Environmental Services Technician	FPSI Environmental Services	March 1, 2024	OPS



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: TCC Foundation – Gift Acceptance

Item Description

The following is a request for the TCC District Board of Trustees to consider accepting items donated to TCC Foundation for use by the College.

Overview and Background

Per TCC Policy 03-12, gifts of real property or equipment intended for use by the College or Foundation must be approved by the President prior to acceptance.

Funding/ Financial Implications

Gifts must be presented to the TCC District Board of Trustees for a vote of acceptance by the College.

Past Actions by the Board

There are no Funding/Financial implications arising from this gift.

Recommended Action

Accept gift as presented.



MEMORANDUM

TO: Dr. Jim Murdaugh, President, Tallahassee Community College

FROM: Heather Mitchell, Vice President for Institutional Advancement
Executive Director, TCC Foundation

RE: Donation of a Medical Equipment for Ghazvini

DATE: March 18, 2024

The TCC Foundation was gifted the following equipment.

1. TMH would like to donate Vapotherm Equipment to our Health Care Programs. The value of this item is \$292.
2. Draeger, Inc. would like to donate One used Babylog Vn500 ventilator. The value of this item is \$350.

Staff has conferred with Dr. Solomon and she has agreed that they would like to accept this item.

As such, the Foundation would like to transfer this equipment to the College.



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Laboratory/Course and Distance Learning Fees for 2024-2025

Item Description

This item references the proposed laboratory/course and distance learning fees for 2024-2025.

Overview and Background

Florida Statutes 1009.22(9) and 1009.23(12) state that each *Florida College System institution's board of trustees is authorized to establish user fees such as laboratory fees, duplicating/photocopying fees, testing fees, etc.* State Board Rule 6A-14.054 also states that each board of trustees may establish user fees in addition to tuition fees for services and incur costs. Such user fees shall not exceed the cost of the goods or services provided and shall only be charged to students receiving those goods or services. User fees differ from state-authorized fees charged per student per credit hour, such as a financial aid fee, capital improvement fee, student activity fee, and technology fee.

At TCC, laboratory/course fees are assessed to students enrolled in classes that, because of their nature, require special funding not provided by regular tuition. Examples of those items include but are not limited to the following: specialized instructional software and equipment, instructional videos, industry certification exams, and liability insurance.

TCC has 173 laboratory/course fees, of which 18% have decreased, 65% have been unchanged, and 16% have increased.

The auditor general's office audits the collection and expenditure of fees regularly. Additionally, TCC annually reviews all fees to ensure that the cost does not exceed the amount necessary to offset the cost of the items consumed during the student's instructional activities.

Funding/ Financial Implications

The fees to be charged are visible to students in the course schedule. The College's budget for the 2024-2025 year will incorporate the collection of fees approved by the Board.

Past Actions by the Board

The Board approves these fees annually.

Recommended Action

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

Laboratory Fees Decreased or Removed

Division	Course ID	Course Name	23-24 Amount	Requested Amount for 24-25	Comments
AST	CGS 1060	Computer and Internet Literacy	\$25.00	\$19.00	
AST	COP 2840	Internet Programming	\$35.00	\$0.00	
HCP	DEH 1802L	Dental Hygiene II Clinic	\$63.11	\$56.00	
HCP	DES 2100L	Dental Materials Lab	\$183.43	\$151.00	
HCP	EMS 1119L	Emergency Medical Technician Lab	\$8.68	\$6.00	
HCP	EMS 2603L	Paramedic 1 Lab	\$102.33	\$83.00	
HCP	EMS 2604L	Paramedic 2 Lab	\$98.51	\$80.00	
HCP	EMS 2605L	Paramedic 3 Lab	\$98.51	\$80.00	
HCP	HSC 1000L	Orientation to Perioperative Services lab	\$82.00	\$67.00	
HCP	NUR 1021C	Nursing Process 1	\$320.00	\$160.00	
HCP	NUR 1241C	Nursing Process 2	\$209.00	\$160.00	
HCP	NUR 1421C	Reproductive Health	\$158.00	\$69.00	
HCP	NUR 2243C	Nursing Process 3	\$220.00	\$149.00	
HCP	NUR 2350C	Pediatric Health	\$182.00	\$29.00	
HCP	NUR 2818C	Nursing Process 4	\$205.00	\$162.00	
HCP	RET 2264L	Advanced Procedures I Lab	\$44.00	\$24.00	
HCP	STS 1302L	Introduction to Surgical Technology Lab and Clinical	\$82.00	\$67.00	
HCP	STS 1310L	Surgical Techniques and Procedures Lab and Clinica	\$82.00	\$67.00	
HCP	STS 2324L	Surgical Procedures II Simulation Lab	\$65.00	\$49.00	
SM	BSC 2011L	Biology for Science Majors	\$31.00	\$21.00	
SM	CHM 2211L	Organic Chemistry II Laboratory	\$115.00	\$112.00	
WD	ACR 0000	Introduction to HVAC/R	\$324.00	\$145.00	
WD	ACR 0001	HVAC/R Fundamentals	\$140.00	\$128.00	
WD	ACR 0012	HVAC/R Service Practices	\$140.00	\$95.00	
WD	ACR 0013	HVAC/R Intermediate Service Practices	\$164.00	\$100.00	
WD	OTA 0040	Information Technology Assistant	\$380.00	\$20.00	
WD	OTA 0651	Medical Administrative Specialist	\$223.00	\$155.00	
WD	PMT 0070	Welder, Assistant I	\$995.34	\$668.00	
WD	PMT 0071	Welder, Assistant 2	\$1,013.00	\$225.00	
WD	PMT 0072	Welder, SMAW 1	\$583.00	\$225.00	
WD	PMT 0073	Welder, SMAW 2	\$786.90	\$675.00	
WD	PMT 0074	Welder	\$1,974.90	\$975.00	

Laboratory Fees Maintained

Division	Course ID	Course Name	23-24 Amount	Requested Amount for 24-25	Comments
		Distance Learning Fee	\$10.00	\$10.00	Fee per credit hour
AST	ACG 2450	Computer Accounting	\$20.00	\$20.00	
AST	CET 1600	Introduction to Networks	\$10.00	\$10.00	
AST	CET 1610	Switching, Routing, and Wireless Essentials	\$10.00	\$10.00	
AST	CET 2615	Enterprise Networking, Security and Automation	\$10.00	\$10.00	
AST	CET 2620	The Internet of Things	\$10.00	\$10.00	
AST	CGS 2517	Spreadsheets for Business	\$25.00	\$25.00	
AST	CIS 2352	Ethical Hacking	\$54.00	\$54.00	
AST	COP 1000	Programming Concepts	\$25.00	\$25.00	
AST	CTS 1220C	Microsoft Specialist: Word	\$25.00	\$25.00	
AST	CTS 1230C	Microsoft Specialist: Powerpoint	\$25.00	\$25.00	
AST	CTS 1760C	Microsoft Specialist: Outlook	\$25.00	\$25.00	
AST	CTS 2123	Network Defense and Counter Measures	\$54.00	\$54.00	
AST	CTS 2225C	Microsoft Specialist: Excel	\$25.00	\$25.00	
AST	CTS 2381	Computer Hacker Forensic Investigator	\$54.00	\$54.00	
AST	CTS 2401C	Microsoft Specialist: Access	\$25.00	\$25.00	
AST	DIG 2396	Motion Capture	\$50.00	\$50.00	
AST	EGN 1111C	Introduction to Engineering Graphics	\$40.00	\$40.00	
AST	ETD 1320	Introduction to AutoCAD	\$40.00	\$40.00	
AST	ETD 2340	Advanced AutoCAD	\$40.00	\$40.00	
AST	ETD 2390	3D AutoCAD/REVIT	\$40.00	\$40.00	
AST	ETM 2315C	Hydraulics and Pneumatics	\$15.00	\$15.00	
AST	ETS 1511C	Motors and Controls	\$15.00	\$15.00	
AST	SUR 2390	GIS Application	\$24.00	\$24.00	
FPSI	CJK 0031	First Aid for Criminal Justice Officers	\$5.00	\$5.00	
FPSI	CJK 0031	First Aid for Criminal Justice Officers	\$85.00	\$85.00	
FPSI	CJK 0096	Criminal Justice Officer Physical Fitness Training	\$223.00	\$223.00	
FPSI	CJK 0260	Introduction to Correctional Probation	\$11.00	\$11.00	
FPSI	CJK 0267	Caseload Management for Correctional Probation	\$11.00	\$11.00	
FPSI	CJK 0268	Supervision of Offenders	\$11.00	\$11.00	
FPSI	CJK 0269	Field Supervision	\$11.00	\$11.00	
FPSI	CJK 0281	Criminal Justice Officer Physical Fitness Training - Correctional	\$127.00	\$127.00	
FPSI	CJK 0300	Introduction to Corrections	\$9.00	\$9.00	
FPSI	CJK 0305	Communications	\$9.00	\$9.00	

FPSI	CJK 0310	Officer Safety	\$9.00	\$9.00	
FPSI	CJK 0315	Facilities & Equipment	\$9.00	\$9.00	
FPSI	CJK 0320	Intake & Release	\$9.00	\$9.00	
FPSI	CJK 0325	Supervising in a Correctional Facility	\$9.00	\$9.00	
FPSI	CJK 0330	Supervising Special Populations	\$9.00	\$9.00	
FPSI	CJK 0335	Responding to Incidents & Emergencies	\$9.00	\$9.00	
FPSI	CJK 0340	Officer Wellness & Physical Abilities	\$112.00	\$112.00	

Division	Course ID	Course Name	23-24 Amount	Requested Amount for 24-25	Comments
FPSI	CJK 0400	Traffic Incidents	\$5.00	\$5.00	
FPSI	CJK 0401	Traffic Stops	\$5.00	\$5.00	
FPSI	CJK 0402	Traffic Crash Investigations	\$5.00	\$5.00	
FPSI	CJK 0403	DUI Traffic Stops	\$5.00	\$5.00	
FPSI	CJK 0421	Conducted Electrical Weapon/Dart-Firing Stun Gun	\$66.00	\$66.00	
FPSI	CJK 0002	Introduction to Law Enforcement	\$5.00	\$5.00	
FPSI	CJK 0016	Communication	\$5.00	\$5.00	
FPSI	CJK 0018	Legal	\$5.00	\$5.00	
FPSI	CJK 0019	Interviewing and Report Writing	\$5.00	\$5.00	
FPSI	CJK 0021	Serving Your Community	\$5.00	\$5.00	
FPSI	CJK 0063	Fundamentals of Patrol	\$5.00	\$5.00	
FPSI	CJK 0072	Crimes Against Persons	\$5.00	\$5.00	
FPSI	CJK 0073	Crimes Involving Property and Society	\$5.00	\$5.00	
FPSI	CJK 0079	Crime Scene Follow-up Investigations	\$5.00	\$5.00	
FPSI	CJK 0093	Critical Incidents	\$5.00	\$5.00	
FPSI	CJK 0264	Legal Foundations for Correctional Probation Officers	\$11.00	\$11.00	
FPSI	CJK 0265	Communications	\$11.00	\$11.00	
FPSI	CJK 0266	Intake and Orientation	\$11.00	\$11.00	
FPSI	CWE 0003	FPSI State Exam Review (NO WEB ASSIST)	\$50.00	\$50.00	
FPSI	FFP 0031	Firefighter II	\$430.00	\$430.00	
HCP	DEA 1030	Dental Assisting Preclinic	\$96.00	\$96.00	
HCP	EMS 1059C	First Responder	\$68.00	\$68.00	
HCP	EMS 1119	Emergency Medical Technician Lecture	\$33.00	\$33.00	
HCP	EMS 1431L	Emergency Medical Technician Clinical	\$17.00	\$17.00	
HCP	EMS 2603	Paramedic 1 Lecture	\$90.00	\$90.00	
HCP	EMS 2605	Paramedic 3 Lecture	\$193.00	\$193.00	
HCP	EMS 2666L	Paramedic 1 Clinical	\$17.00	\$17.00	
HCP	RET 1026L	Fundamentals of Respiratory Care Lab	\$53.00	\$53.00	
HCP	RET 1874L	Clinical Practice I	\$22.00	\$22.00	
HCP	RET 1875L	Clinical Practice II	\$5.00	\$5.00	
HCP	RET 2714L	Pediatrics and Neonatology Lab	\$18.00	\$18.00	
HCP	RET 2877L	Clinical Practice IV	\$17.00	\$17.00	
HCP	RET 2936	Topics in Respiratory Care	\$50.00	\$50.00	
HCP	RET 2876	Clinical Practice III	\$5.00	\$5.00	
HCP	RTE 1804	Clinical Education I	\$17.00	\$17.00	
HCP	RTE 1814	Clinical Education II	\$17.00	\$17.00	
HCP	RTE 1824	Clinical Education III	\$17.00	\$17.00	
HCP	RTE 2834	Clinical Education IV	\$17.00	\$17.00	
HCP	RTE 2844	Clinical Education V	\$17.00	\$17.00	

HCP	RTE 2854	Clinical Education VI	\$17.00	\$17.00	
HCP	STS 2323L	Surgical Procedures I Simulation Lab	\$336.00	\$336.00	
HCP	STS 2944	Surgical Technologist Clinical I	\$18.00	\$18.00	
Division	Course ID	Course Name	23-24 Amount	Requested Amount for 24-25	Comments
HCP	STS 2954	Surgical Technologist Clinical II	\$18.00	\$18.00	
SM	BSC 1005L	Introduction to Biological Sciences Laboratory	\$28.00	\$28.00	
SM	BSC 1084C	Human Biology: Essentials of Anatomy and Physiolog	\$5.00	\$5.00	
SM	CHM 1045	General Chemistry I	\$35.00	\$35.00	
SM	CHM 1045L	General Chemistry Laboratory I	\$61.00	\$61.00	
SM	CHM 1046	General Chemistry II	\$35.00	\$35.00	
SM	CHM 1046L	General Chemistry Laboratory II	\$92.00	\$92.00	
SM	CHM 2210L	Organic Chemistry I Laboratory	\$110.00	\$110.00	
SM	MAC 1105	College Algebra	\$35.00	\$35.00	
SM	MAC 1105C	College Algebra with Corequisites	\$35.00	\$35.00	
SM	MAC 1114	Precalculus Trigonometry	\$35.00	\$35.00	
SM	MAC 1140	Precalculus Algebra	\$35.00	\$35.00	
SM	MAC 2311	Calculus I	\$35.00	\$35.00	
SM	MAC 2312	Calculus II	\$35.00	\$35.00	
SM	MAT 0018	Foundations of Mathematicsd I	\$35.00	\$35.00	
SM	MAT 0028	Foundations of Mathematics II	\$35.00	\$35.00	
SM	MAT 1033	Intermediate Algebra	\$35.00	\$35.00	
SM	MGF1106	Liberal Arts Mathematics I	\$35.00	\$35.00	
SM	STA 2122	Introduction to Applied Statistics	\$25.00	\$25.00	
SM	PHY 1054	Elementary College Physics II	\$35.00	\$35.00	
SM	PHY 1053	Elementary College Physics I	\$35.00	\$35.00	
WD	ETI 0450	Industrial Machinery Maintenance Assistant	\$842.00	\$842.00	
WD	ETI 0456	Machinery Maintenance Mechanic	\$226.00	\$226.00	
WD	PMT 0020	Machinist Helper	\$286.00	\$286.00	
WD	PMT 0022	Machinist Operator	\$245.00	\$245.00	
WD	PMT 0024	Machinist Setup Operator	\$366.00	\$366.00	
WD	PMT 0025	Machinist	\$336.00	\$336.00	
WD	PMT 0026	CNC Production Technician I	\$346.00	\$346.00	
WD	PMT 0027	CNC Production Technician 2	\$245.00	\$245.00	
WD	TRA 0080	Tractor Trailer Truck Driver	\$2,045.00	\$2,045.00	

Laboratory Fees Increased

Division	Course ID	Course Name	23-24 Amount	Requested Amount for 24-25	Comments
		HESI (A2) Testing Fee	\$47.00	\$50.00	Increase in cost of exam
AST	CIS 2384	Mobile Forensics	\$0.00	\$100.00	New course; subscription to instructional materials
FPSI	CJD 0448	First Responder	\$85.00	\$90.00	Increase in instructional materials
FPSI	CJK 0051	Criminal Justice Defensive Tactics	\$119.00	\$125.00	Increase in instructional materials
HCP	DEA 2832C	Expanded Functions I	\$33.00	\$35.00	Increase in lab supplies
HCP	DEA 2833C	Expanded Functions II	\$167.00	\$219.00	Increase in lab supplies
HCP	DEH 1002L	Dental Hygiene Preclinic	\$60.50	\$75.00	Increase in lab supplies
HCP	DES 2100L	Dental Materials Lab	\$183.00	\$193.00	Increase in lab supplies
HCP	RET 2265L	Advanced Procedures Lab II	\$24.00	\$45.00	Increase in lab supplies
HCP	RET 2878L	Clinical Practice V	\$168.00	\$236.00	Increase in lab supplies
SM	BSC 2010L	Biology for Science Majors Laboratory I	\$23.00	\$26.00	Increase in lab supplies
SM	BSC 2085L	Anatomy and Physiology Laboratory I	\$14.00	\$16.00	Increase in lab supplies
SM	BSC 2086L	Anatomy and Physiology Laboratory II	\$18.00	\$23.00	Increase in lab supplies
SM	ESC 1000L	Earth and its Environment Lab	\$14.00	\$16.00	Increase in lab supplies
SM	MAC 2313	Calculus III	\$0.00	\$35.00	Subscription Lumen Learning Instructional Materials (OER)
SM	MCB 2004L	Microbiology Laboratory	\$51.00	\$60.00	Increase in lab supplies
SM	PHY 1053L	Elementary College Physics Laboratory	\$32.00	\$35.00	Increase in lab supplies
SM	PHY 1054L	Elementary College Physics Laboratory II	\$32.00	\$35.00	Increase in lab supplies
SM	PHY 2048L	General Physics Laboratory I	\$28.00	\$31.00	Increase in lab supplies
SM	PHY 2049L	General Physics Laboratory II	\$31.00	\$37.00	Increase in lab supplies
WD	ACR 0044	A/C, Refrigeration and Heating Technician	\$90.00	\$100.00	Increase in lab supplies
WD	ATE 0006	Veterinary Assistants and Laboratory Animal Caretakers I	\$0.00	\$100.00	New course; lab supplies
WD	ATE 0070	Veterinary Assistants and Laboratory Animal Caretakers II	\$0.00	\$100.00	New course; lab supplies
WD	ATE 0072	Veterinary Assistant	\$0.00	\$410.00	New course; lab supplies
WD	CTS 0018	Cybersecurity Associate	\$385.00	\$469.00	Increase in supplies and Certification Exam
WD	CTS 0019	Information Security Manager	\$252.00	\$254.00	Increase in instructional materials
WD	OTA 0041	Front Desk Specialist	\$20.00	\$145.00	Increase in lab supplies
WD	OTA 0631	Medical Office Technologist	\$137.00	\$252.00	Increase in Certification Exam



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Policy Manual Changes

Item Description

This item requests Board approval of Policy Manual changes in chapters 4000 – Program, 6000 – Finances, and 8000 – Operations.

Overview and Background

The College brings forth a request to modify the College’s Policy Manual: revisions of policies within chapters 4000 – Program, 6000 – Finances, and 8000 – Operations.

Highlights of these changes include:

4130 - Admission Policy - Policy revised to include compliance requirements with Florida Statute.
6110 - Sponsored Programs - Policy revised to include prohibited agreements and partnerships with foreign countries and principals of concern.
6320 - Purchasing and Contracting for Commodities and Contractual Services - Policy revised to include prohibited expenditures, abortion services and background screening requirements.
8123 - Volunteers - Policy revised to include the postemployment volunteer program.
8150 - Trespass - Policy developed to outline trespass orders.
8820 - Information Technology - Policy revised to outline conduct expectations and prohibited actions.

The policies may be reviewed at:

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

Funding/ Financial Implications

N/A

Past Actions by the Board

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

Recommended Action

Approve revision of College policies as presented.



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Fund Analysis - February

Item Description

This item is to provide the Board a summary of the College's operating revenues and expenses as of 2/29/2024.

Overview and Background

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

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

Additionally, the Board has requested a report of all purchases over \$100,000, but less than \$325,000. There were no purchases to report for the month of February.

Past Actions by the Board

N/A.

Funding/ Financial Implications

The College continues to be in sound financial condition.

Recommended Action

Presented as an information item only.

Tallahassee Community College Fund Analysis
Unrestricted Current Fund
As of February 29, 2024

REVENUE	February Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Budget
Student Fees	\$294,512	\$2,411,094	\$25,587,020	\$19,288,749	\$28,933,124	88%
State Support	2,873,130	3,642,644	23,820,526	29,141,149	43,711,723	54%
Other Revenue	301,927	-	1,699,880	-	-	N/A
TOTAL REVENUE	3,469,569	6,053,737	51,107,426	48,429,898	72,644,847	70%
EXPENSES	February Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Expenses
<u>PERSONNEL COSTS</u>						
Administrative	276,178	363,735	2,627,487	2,909,880	4,364,820	60%
Instructional	1,066,937	1,279,552	8,860,930	10,236,413	15,354,620	58%
Non-Instructional	1,390,178	1,450,527	11,217,037	11,604,219	17,406,328	64%
OPS	600,695	551,162	4,477,857	4,409,299	6,613,948	68%
Personnel Benefits	1,044,893	1,069,178	8,370,743	8,553,421	12,830,131	65%
TOTAL PERSONNEL COSTS	4,378,880	4,714,154	35,554,054	37,713,231	56,569,847	63%
<u>CURRENT EXPENSES</u>						
Services	446,532	376,888	2,869,536	3,015,101	4,522,651	63%
Material & Supplies	94,236	284,989	2,088,338	2,279,911	3,419,866	61%
Other Current Charges	284,119	636,040	5,307,681	5,088,322	7,632,483	70%
TOTAL CURRENT EXPENSES	824,887	1,297,917	10,265,555	10,383,333	15,575,000	66%
CAPITAL OUTLAY	-	41,667	9,774	333,333	500,000	2%
TOTAL EXPENSES	\$5,203,767	\$6,053,737	\$45,829,383	\$48,429,898	\$72,644,847	63%



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Disposition of Surplus Property Assets

Item Description

This item requests Board approval to dispose of property assets designated as surplus.

Overview and Background

The College has the responsibility to record the College's property assets and conduct an annual inventory for the designated items and to periodically dispose of accumulated surplus property, assets which are obsolete and serve no useful function or their continued use is not economically feasible. These assets may include IT equipment, furniture and vehicles, but not facilities or land.

Florida Statutes (section 274.05) allows a government unit discretion to classify as surplus any of the property assets that meet the description listed above. The College has deemed the items on the following list as surplus in accordance with this statute.

Florida Statutes (section 274.06) allows property assets to be disposed of in the most efficient and cost-effective manner as determined by the government unit. The College may offer these items for sale according to the provisions of the statute, or the items may be donated or destroyed if they are without value.

Funding/ Financial Implications

There are no funding or financial implications.

Past Actions by the Board

During previous years, the Board has authorized the College to dispose of surplus property items in accordance with the procedures defined in Florida statutes.

Recommended Action

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

Assets for Surplus / Disposal

Asset #	Description	Date Acquired	Purchase Amount	Depreciated Value	Code
BA-000017219	WORKSTATION	7/1/1998	5,766.62	0.00	1
BA-000017220	MODULATOR FRAME AV CONTROL	7/1/1998	5,663.00	0.00	1
BA-000017221	SONY EDITING RECORDER	7/1/1998	8,309.00	0.00	1
BA-000017242	WORKHORSE ELECTRIC CART W/ACC.	6/1/2001	6,489.50	0.00	1
BA-000017251	SHARP LCD PROJECTOR	6/1/2002	10,135.00	0.00	1
BA-000017252	SHARP LCD PROJECTOR	6/1/2002	5,689.00	0.00	1
BA-000017253	SHARP LCD PROJECTOR	6/1/2002	5,789.00	0.00	1
BA-000017254	SONY EDIT/RECORDER	6/1/2002	6,032.56	0.00	1
BA-000017256	WIRELESS INTERCOM BASE STATION	7/1/2002	8,916.82	0.00	1
BA-000017260	VIDEO STREAMING EQUIPMENT	10/1/2002	10,075.00	0.00	1
BA-000017261	RACKMOUNT ARRAY	10/1/2002	10,069.00	0.00	1
BA-000017262	RACKMOUNT VALUE PRO VMP STUDIO	10/1/2002	16,689.13	0.00	1
BA-000017273	PRODUCTION RACK	3/1/2003	5,453.29	0.00	1
BA-000017280	40" LCD PANEL	7/1/2003	5,350.00	0.00	1
BA-000017281	DENTAL LAB EQUIPMENT	9/1/2003	9,203.12	0.00	2
BA-000017282	DENTAL LAB EQUIPMENT	9/1/2003	9,203.12	0.00	2
BA-000017290	FIBER OPTIC CAMERA BASE STATION	3/1/2004	11,694.16	0.00	2
BA-000017291	GVG MULTI CH VIDEO DISK RECORD	3/1/2004	40,038.97	0.00	1
BA-000017292	TIGHTROPE MS PLAYBACK CONTROL	3/1/2004	5,395.00	0.00	2
BA-000017305	JD TRAIL GATOR 4X4 UTILITY VEH	7/1/2004	7,900.00	0.00	2
BA-000017314	60" PLASMA TV	9/1/2005	8,129.55	0.00	1
BA-000017315	POLYCOM VIEWSTATION	9/1/2005	14,412.00	0.00	1
BA-000017316	DELL SERVER	10/1/2005	6,074.08	0.00	1
BA-000017317	DELL SERVER	10/1/2005	7,378.54	0.00	1
BA-000017319	72 DECK ZERO TURN MOWER 27HP	9/1/2005	8,300.00	0.00	2
BA-000017321	PLASMA LCD MONITOR	9/1/2005	5,176.65	0.00	1
BA-000017325	JOHN DEERE TRAILGATOR ALLTERRA	10/1/2005	7,900.00	0.00	2
BA-000017363	GATOR UTILITY VEHICLE	10/1/2006	5,079.36	0.00	1
BA-000017367	SERVER	3/1/2007	9,953.64	0.00	1
BA-000017368	SERVER	3/1/2007	9,953.64	0.00	1
BA-000017371	DELL POWEREDGE SERVER	4/1/2007	7,794.20	0.00	1

Asset #	Description	Date Acquired	Purchase Amount	Depreciated Value	Code
BA-000017381	SERVER	7/1/2007	10,860.75	0.00	1
BA-000017383	SERVER	7/1/2007	5,580.20	0.00	1
BA-000017386	POLICE USE SEQWAY	10/1/2007	5,535.00	0.00	1
BA-000017416	DELL e5420 PROCESSOR	1/20/2009	8,386.80	0.00	1
BA-000017426	DELL SERVER 2950	6/8/2009	6,145.88	0.00	1
BA-000017434	DELL POWEREDGE R710 SERVER	1/19/2010	5,469.66	0.00	1
BA-000017444	DELL R710 SERVER W/CHASSIS	8/18/2010	6,596.10	0.00	1
BA-000017457	HP PROCURVE SWITCH 5412Z1-96G	10/8/2010	23,319.72	0.00	1
BA-000017459	EXTRON 12x8 Tp MATRIX	10/8/2010	5,052.94	0.00	1
BA-000017466	CISCO NETWORK SWITCH 4503-E	11/9/2010	6,270.00	0.00	1
BA-000017467	CISCO NETWORK SWITCH 4503-E	11/9/2010	27,360.00	0.00	1
BA-000017468	CISCO NETWORK SWITCH 4506-E	11/9/2010	10,260.00	0.00	1
BA-000017469	CISCO NETWORK SWITCH 4506-E	11/9/2010	10,260.00	0.00	1
BA-000017470	CISCO NETWORK SWITCH 4506-E	11/9/2010	6,270.00	0.00	1
BA-000017471	CISCO WIRELESS CONTROLLER	11/9/2010	37,697.10	0.00	1
BA-000017502	DELL POWEREDGE M100E BLADE SERVER	4/11/2011	49,015.25	0.00	1
BA-000017505	NETWORK MANAGED VIDEO SERVER	5/31/2011	8,654.81	0.00	1
BA-000017512	DISK SHELF 24X1	4/25/2011	46,673.82	0.00	1
BA-000017513	DISK SHELF 12X2	4/25/2011	32,789.53	0.00	1
BA-000017514	RXV FREEDOM 2+2 GOLF CART	4/25/2011	7,995.00	0.00	1
BA-000017536	DELL POWEREDGE R710 SERVER	10/1/2011	7,497.70	0.00	1
BA-000017541	DELL POWEREDGE R610 CHASSIS	3/29/2012	6,027.70	0.00	1
BA-000017542	DELL POWEREDGE R610 CHASSIS	5/17/2012	6,970.60	0.00	1
BA-000017543	DELL POWEREDGE R610 CHASSIS	5/17/2012	6,970.60	0.00	1
BA-000017547	DELL POWEREDGE R720 SERVER	12/9/2012	13,792.37	0.00	1
BA-000017548	DELL POWEREDGE R720 SERVER	12/9/2012	13,792.37	0.00	1
BA-000017553	HP E5412 CHASSIS SWITCH	5/17/2013	9,705.70	0.00	1
BA-000017556	DELL POWEREDGE 4322DS SWITCH	5/17/2013	5,065.86	0.00	1
BA-000017557	DELL POWEREDGE SWITCH 8132F	5/17/2013	7,382.50	0.00	1
BA-000017558	DELL POWEREDGE SWITCH 8132F	5/31/2013	7,382.50	0.00	1
BA-000017559	CISCO S550 SERIES WIRELESS CONTROLLER	5/31/2013	8,478.26	0.00	1
BA-000017560	DELL POWEREDGE R720 SERVER	5/31/2013	5,350.21	0.00	1
BA-000017561	DELL POWEREDGE R720 SERVER	5/31/2013	5,350.21	0.00	1

Asset #	Description	Date Acquired	Purchase Amount	Depreciated Value	Code
BA-000017562	DELL POWEREDGE R720 SERVER	5/31/2013	10,408.61	0.00	1
BA-000017563	DELL POWEREDGE BLADE ENCLOSURE	5/31/2013	89,874.16	0.00	1
BA-000017568	DELL POWEREDGE M620 BLADE SERVER	3/17/2014	5,073.66	0.00	1
BA-000017569	DELL POWEREDGE R720 SERVER	6/2/2014	7,510.76	0.00	1
BA-000017570	DELL POWEREDGE R720 SERVER	6/2/2014	7,510.76	0.00	1
BA-000017571	DELL POWEREDGE M620 BLADE SERVER	6/2/2014	5,073.66	0.00	1
BA-000017576	DELL POWEREDGE R720 SERVER	6/9/2014	7,510.76	0.00	1
BA-000017577	DELL POWEREDGE R720 SERVER	6/9/2014	7,510.76	0.00	1
BA-000017610	UTILITY DISK SHELF 24x2	8/20/2014	29,852.16	0.00	1
BA-000017611	CISCO SMARTNET 8x5xnbdc SERVER	8/20/2014	12,565.60	0.00	1
BA-000017612	CISCO SMARTNET 8x5xnbdc SERVER	8/20/2014	12,565.60	0.00	1
BA-000017618	DELL POWER EDGE R630 SERVER	9/14/2015	7,495.61	0.00	1

Asset Codes:

- 1 Obsolete - To Be Disposed
- 2 Salvaged – To be Used for Parts
- 3 Surplus - To Be Sold or Donated
- 4 Trade - Asset To Be Used for Trade-In Value
- 5 Lost/Stolen (Police report filed)



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Architect Invoices

Item Description

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

Overview and Background

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

Architects | Lewis + Whitlock, PA - \$0.00
BKJ, Inc. Architecture - \$5,500.00
Clemons, Rutherford & Associates, Inc. - \$0.00
DAG Architects, Inc. - \$5,549.15
EMI Architects - \$0.00
Fitzgerald Collaborative Group, LLC - \$593.98

Past Actions by the Board

The Board last authorized architect invoices at the February 19, 2024 meeting.

Funding/ Financial Implications

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

Recommended Action

Authorize payment of architectural invoices as presented.

INVOICE NO. 1



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

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-019609

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

Project Name:
Library Improvements - Conceptual Schematic
Design
Date: 2/26/2024

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
ADDITIONAL SERVICES					
Existing Conditions	\$1,850.00	100%	\$1,850.00	\$0.00	\$1,850.00
BASIC SERVICES					
Conceptual Schematic Design	\$3,650.00	100%	\$3,650.00	\$0.00	\$3,650.00
GRAND TOTALS	\$5,500.00		\$5,500.00	\$0.00	\$5,500.00
Total due Architect/Engineer					\$5,500.00

Please remit payment to the following address:

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

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

CERTIFIED TRUE AND CORRECT BY:

Bonnie Davenport
(Signature of Principal)

Bonnie Davenport AIA, President
(Typed Name and Title)

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



Purchase Order

Purchase Order Number	PO-019609
Purchase Order Date	02/12/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

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

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

Comments:
PJ-0496 Library Improvements - Maker Space (CapGrant) Architectural Conceptual Schematic Design Contact: Trey.Kimbrel@tcc.fl.edu Invoice: Jenny.Shuler@tcc.fl.edu **REF: TCC RFQ 2022-11 ; Approved at the January 17, 2023 BOT Meeting**

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

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	5,500.00	0.00	5,500.00

Director of Procurement and Auxiliary Services
 Dustin Frost

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

Purchase Order

Purchase Order Number	PO-019609
Purchase Order Date	02/12/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		<p>Proposal for the preparation of the conceptual schematic design drawings of the proposed improvements to the Library Building#30 at the TCC Site 1 Main Campus, located at 444 Appleyard Drive in Tallahassee, FL.</p> <p>PROJECT DATA AND SCOPE OF SERVICES: The scope of work for the subject project includes the preparation of the existing conditions floor plan and conceptual schematic design floor plan for the proposed improvements. BKJ will prepare up to 3 concepts of the proposed improvements. The general scope of the architectural improvements is as follows: Scope of Work for Library Improvements:</p> <ol style="list-style-type: none"> 1. Prepare a conceptual schematic floor plan for grant submittal by 3/1. 2. Estimated construction cost is \$2,400,000. 3. Remove bookstacks on 1st floor and add 6 Maker Space lab rooms. 4. Provide storefront at the perimeter of the labs to allow views into the rooms. 5. The equipment list for the Maker Spaces is currently being developed. And will not be included in these initial plans. 6. Existing conditions will be 2D and based on PDF and DWG files provided to BKJ by TCC. 7. No field measurements included at this time. 8. No code review included at this time. 9. TCC will prepare the construction estimate. BKJ will review the construction estimate. <p>The scope of the conceptual schematic design will consist of architectural services only. After the completion of this phase BKJ, Inc. will engage H2 for mechanical, plumbing, fire protection, and electrical engineering services. These services will be included in the next</p>				5,500.00

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

Purchase Order

Purchase Order Number	PO-019609
Purchase Order Date	02/12/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
		proposal for full A/E Professional Services. Specifics per attached proposal dated February 8, 2024.				

Messages

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

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

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

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



Destin
 Atlanta
 Pensacola
 Melbourne
 Tallahassee
 Panama City

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

Invoice number 23007_0124
 Date 01/31/2024

Project 23007 TCC MAIN CAMPUS AP BLDG
 DENTAL LAB

Professional Architectural Services

PO-017136

Description	Contract Amount	Prior Billed	Percent Complete	Remaining	Current Billed
Schematic Design	10,487.25	10,487.25	100.00	0.00	0.00
Design Development	13,983.00	13,983.00	100.00	0.00	0.00
Construction Documents	24,470.25	24,470.25	100.00	0.00	0.00
Bidding & Negotiations	3,495.75	3,495.75	100.00	0.00	0.00
Construction Administration	17,478.75	5,244.04	60.00	6,991.08	5,243.63
Total	69,915.00	57,680.29	90.00	6,991.08	5,243.63

Reimbursables

Construction Administration

	Units	Rate	Billed Amount
Miles	456.00	0.67	305.52

Invoice total 5,549.15

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23007_1223	12/31/2023	4,164.04		4,164.04			
23007_0124	01/31/2024	5,549.15	5,549.15				
	Total	9,713.19	5,549.15	4,164.04	0.00	0.00	0.00

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



TALLAHASSEE • ATLANTA

Fitzgerald Collaborative Group, LLC

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

Invoice number 230202_0124
Date 01/31/2024

Project 230202 TCC - SOLAR PANEL CANOPIES
FOR MAIN CAMPUS

Purchase Order # PO-017463

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Schematic Design	12,200.00	100.00	12,200.00	12,200.00	0.00
Design Development	9,630.00	100.00	9,630.00	9,630.00	0.00
Design Development - Kever	2,000.00	100.00	2,000.00	2,000.00	0.00
Permit Documents	6,025.00	100.00	5,723.75	6,025.00	301.25
Permit Documents - Kever	4,500.00	100.00	4,275.00	4,500.00	225.00
Bidding and Negotiation/GMP Coordination	6,650.00	0.00	0.00	0.00	0.00
Construction Administration	12,900.00	0.00	0.00	0.00	0.00
Construction Administration - Kever	1,500.00	0.00	0.00	0.00	0.00
Subtotal	55,405.00	62.01	33,828.75	34,355.00	526.25
Additional Required Services					
Schematic Designn -Independent Green Technologies	7,802.00	100.00	7,802.00	7,802.00	0.00
Design Docuemnts - Independent Green Technologies	7,802.00	100.00	7,802.00	7,802.00	0.00
Permit Documtns - Independent Green Technologies	7,802.00	100.00	7,802.00	7,802.00	0.00
Programming Confirmation	7,500.00	100.00	7,500.00	7,500.00	0.00
Measured Drawings	4,500.00	100.00	4,500.00	4,500.00	0.00
Subtotal	35,406.00	100.00	35,406.00	35,406.00	0.00
Total	90,811.00	76.82	69,234.75	69,761.00	526.25

Basic Services

Permit Documents

Reimbursables

	Units	Rate	Billed Amount
Reproduction			67.73
Basic Services subtotal			67.73

Invoice total 593.98



TALLAHASSEE • ATLANTA

Tallahassee Community College

Project 230202 TCC - SOLAR PANEL CANOPIES FOR MAIN CAMPUS

Invoice number 230202_0124

Date 01/31/2024

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
230202_0124	01/31/2024	593.98	593.98				
	Total	593.98	593.98	0.00	0.00	0.00	0.00

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

East Store Invoice

Bill To

Fitzgerald Collaborative Group. LLC
850 South Gadsden Street
Suite 140
Tallahassee, FL 32301

T.C.C. Solar - Main Campus

Date 1/25/2024

Invoice # 114888

Ordered By Shanna Miller

Terms Net 30

Invoiced By JKN

Account # D004

Total \$67.73

SIGN HERE:

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



East Store
850-671-2714
eaststore@semblueinc.com
2915-1 East Park Ave.
Tallahassee, FL 32301
www.semblueinc.com

Date 1/25/2024

Invoice # 114888

Ordered By: Shanna Miller

Terms Net 30

Bill To

Fitzgerald Collaborative Group. LLC
850 South Gadsden Street
Suite 140
Tallahassee, FL 32301

Account # D004

Customer Billing Information:

T.C.C. Solar - Main Campus

Thank you for your business.

Invoice

Description	Qty	Rate	Amount
30 x 42 B&W Copy	18	3.50	63.00T

Please Remit Payment To:

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

Tax ID# 20-8045535

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

Subtotal	\$63.00
Sales Tax (7.5%)	\$4.73
Total	\$67.73



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Construction Status Report

Item Description

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

Overview and Background

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

Past Actions by the Board

None.

Funding/ Financial Implications

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

Recommended Action

Presented as an information item only.

CONSTRUCTION STATUS REPORT – MARCH 2024

MAIN CAMPUS (SITE 1)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	5 Year Educational Plant Survey	75%	June 2024	New Survey 3.1 Underway
N/A	Master Plan – Main Campus	95%	June 2024	Underway – DAG Architects
PJ-0426	DH Sim Lab Remodel - AP 160 Classroom	40%	April 2024	Project commenced 12/14/2023
N/A	AP 2 nd Floor Renovation	100%	February 2024	Complete
PJ-0493	DH Room 138 Remodel	5%	March 2024	Room Remodel scheduled for Spring Break
PJ-0417 PJ-0430 PJ-0429	CH 141,144,145 Foreign Language Labs Conversion to New Classroom	80%	March 2024	Construction in progress AV install in progress
PJ-0357	SM 114 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0165	SM 118 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0260	SM 129 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0360	SM 211 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0355	CH 233 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0356	CH 234 - Classroom Renovations	15%	TBD	Waiting on AV
PJ-0449	Administration Bldg#27 Lobby	95%	March 2024	Construction in progress
N/A	Administration Bldg 2 ND Floor Women's Restroom	5%	April 2024	Survey in progress
PJ-0379	Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,645 Trip Hazards Replaced 62 sections of Sidewalk Repaired 156' of new curb
PJ-0337 PJ-0422	State DM - Elevator Door Lock Monitoring Systems Bldg#1,2,5,6,8,9,11N,11S,12,18,27,30,35,39,41	90%	March 2024	All complete except for Bldg. 11 TPP South
N/A	Athletics – Sand Pro Equipment	10%	March 2024	Obtaining quotes
PJ-0342	Athletics – LS Interior Renovation	65%	April 2024	Construction underway
PJ-0447	LSC – Metal Coping/Roofing	75%	March 2024	Construction underway
PJ-0341	Athletics –Softball / Baseball Complex Improvements	10%	TBD	CM Awarded to Southern Standard Construction GMP Pending; March Bid

N/A	Netting Baseball Field	100%	February 2024	Complete
N/A	Netting Softball Field	100%	February 2024	Complete
N/A	New HVAC Baseball Fieldhouse	90%	March 2024	Installation in progress
PJ-0428	CUP Renovation and Infrastructure	55%	June 2024	Materials ordered
PJ-0428	CUP Roof	10%	June 2024	Materials ordered
PJ-0467	Lightning Protection - CUP	5%	TBD	Awaiting roof repairs
PJ-0471	APB Bldg#53 Roof	10%	June 2024	Materials ordered
PJ-0471	Southern Pipe Bldg#46 Roof	10%	June 2024	Materials received
PJ-0365	CUP Control Room and ADA Restrooms	20%	August 2024	GMP approved Mobilization in progress
PJ-0374	State DM - 15KV Electrical Underground Infrastructure	15%	March 2025	PO Issued, Submittal Review in Progress – Equipment ordered and expected by Fall 2024
N/A	Truck Driving Testing Course Striping	10%	April 2024	Course to be installed at the TT Bldg#31
N/A	Transfer of Electrical Bldg#16 to Leon County School Board	45%	TBD	Pending LCS and TCC BOT approval
PJ-0414	Parking Garage Bldg#37 Inspection (100%) / Survey / Repairs	20%	March 2024	Elevation Survey Completed Awaiting final structural report
N/A	Dale Mabry Museum	15%	TBD	Survey completed, MOU to be developed
PJ-0434	Truck Driving Program Expansion/Grant	5%	TBD	Environmental exemption submitted and pending approval
PJ-0384	AC Bldg#08 Fire Alarm Upgrades	10%	March 2024	Updating, Scheduled during Summer Break
PJ-0440	AC Bldg#08 Voice Evacuation System	10%	March 2024	On order, Scheduled during Summer Break
PJ-0485	AC Bldg#08 Third Floor Renovations/Upgrades	10%	Fall 2024	Design underway by BKJ, Scheduled during Summer Break
PJ-0436	Solar Powered Covered Walkways	15%	August 2024	Design Build Contract Pending March BOT for approval
PJ-0390	Solar Light Pole	50%	March 2024	Material on order
PJ-0445	English Bldg#01 IAQ, Moisture Control & Sealing of Exterior Walls – EN 120	15%	TBD	Seal exterior walls
PJ-0445	English Bldg#01 Restrooms Renovation	10%	TBD	CM Awarded to Southern Standard Construction GMP to August BOT for approval

PJ-0378	C-Cure Locks / NIST 800-171	15%	December 2024	Parts for 8 locations on order Total 28 to be accomplished 8 In progress 5 completed
N/A	Main UPS Replacement	15%	May 2024	Memorial Day Weekend shut down
TCC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 638,508 Plastic Bottles from going to landfills
N/A	Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 3,168,000 Plastic Bags from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 31,925 lbs. of CO2 from being released into the atmosphere

GADSDEN SERVICE CENTER (SITE 2)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0491	Vacate Kent Street	5%	TBD	Underway – PO to DAG Architects
PJ-0458	EFIS	100%	March 2024	Complete

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Master Plan	95%	June 2024	Underway – DAG Architects
N/A	Install C-Cure Sliding Glass Door Administration Building	90%	March 2024	In progress
PJ-0405	State DM - Replace Chillers, Pumps and Install VFD's Bldg#4	75%	March 2024	2 of 3 Chillers and Pumps received and installed Remaining chiller and controls to be completed in February
PJ-0405	CUP Controls for Replaced Chillers, Pumps and VFD's	25%	April 2024	Parts on order
N/A	Install Water Treatment/Filters for Chilled Water/Hot Water	25%	April 2024	Design in progress
PJ-0413	Range Building Erosion Control	100%	February 2024	Complete
PJ-0448	Housing HVAC Renovations	80%	November 2024	Outside Air Units – Repairs in Progress

N/A	Housing/Dorm Modernization	5%	November 2024	Replacement of lights, toilets, beds, etc.
PJ-0448	Dining Facility Renovations	20%	TBD	Roof Access, Awaiting Fabrication
PJ-0478	Defensive Tactics HVAC Renovations	75%	March 2024	HVAC/Infrastructure Upgrades Parts on order
N/A	Defensive Tactics Mezzanine Access	10%	TBD	New ladder installation
PJ-0480	FPSI Housing Elevator Modernization	5%	April 2024	PO Issued, Materials on order
PJ-0483	FPSI Dorm Annex Windows	5%	TBD	Obtaining multiple quotes
PJ-0489	FPSI Dorm Wing South Bldg#10	5%	TBD	Obtaining multiple quotes
PJ-0482	FPSI Dorm Wing North Bldg#11	5%	TBD	Obtaining multiple quotes
PJ-0484	FPSI Bridge and Sidewalks	15%	March 2024	Repairs in progress
PJ-0486	FPSI Stormwater Drainage	40%	April 2024	Repairs in progress
PJ-0487	FPSI Firing Range Improvements	25%	June 2024	Commenced repairs
PJ-0492	FPSI Roof at Dorm Wings South and North	15%	TBD	Materials on order
N/A	East Exterior Classroom Bldg. Entrances Awnings	20%	March 2024	Materials on order
N/A	West Exterior Classroom Bldg. Entrances Awnings	100%	February 2024	Complete
PJ-0428	Lift Stations	15%	April 2024	Contractor awaiting materials
PJ-0428	Water pressure Regulating Valves	25%	TBD	Installing valves at Dining Hall, Defensive Tactics, Dorm Bldg, Conference Center & Housing Bldg. Complete - Administration Bldg, Classroom Bldg
PJ-0494	Classroom Building Restroom Upgrades and ADA Compliance	5%	TBD	Awaiting Architect Design

CENTER FOR INNOVATION (SITE 4)

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

PJ-0431	CFI Smoke Exhaust Removal	10%	TBD	Pending staircase completion
N/A	CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles
N/A	CFI – 3 rd Floor Renovation	5%	TBD	Awaiting Design
PJ-0488	CFI Roof	5%	TBD	Awaiting bids

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

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

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TCC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	WEI Master Plan	95%	June 2024	Underway – DAG Architects
PJ-0340	Infrastructure	10%	TBD	In progress
PJ-0353	Irrigation Well	10%	TBD	In progress
PJ-0470	Refinish Exterior Breezeway	100%	March 2024	Complete
N/A	Solar Panel Framework Restoration	5%	July 2024	Obtaining quotes

FOUNDATION CLASSROOM RENOVATION SUMMARY

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



March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: TCC Science and Math Building AHU-1, 2, 3 and 4 Replacements Project

Item Description

This item requests approval of the attached Turn Key solution for the replacement of Air Handler Units (AHUs) 1, 2, 3 and 4 at the Science and Math (SM) Building No. 18, located on TCC's Main Campus – Site 1, 444 Appleyard Dr.

Overview and Background

As part of the Main Campus/CUP Infrastructure Upgrades, it was identified that the AHUs-1, 2, 3 and 4 at the Science and Math Building No. 18 have been operating with poor HVAC performance, air quality issues, and are extremely energy inefficient. During evaluation, it has been determined that due to the age of the AHU's, they have clogged coils and unrepairable damage making them obsolete in design and no longer supporting our indoor air quality program. The units require upgrades to support the modern guideline requirements and are recommended for replacement. The attached Proposal no. 8670882 in the amount of \$1,350,000.00 was received from SIEMENS and is recommended for all labor and materials for the Turn Key solution for the replacement of AHUs-1, 2, 3 and 4 at Science and Math Building No. 18 on TCC's Site 1, Main Campus.

The attached budget/estimate is being provided according to the pricing established under the DMS Florida State Term Contract; DMS-14-15-003 FACS SA and T_M CONTRACTS.

Funding/ Financial Implications

This project will be funded from Federal funds.

Past Actions by the Board

None

Recommended Action

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

PROPOSAL

TCC - AHU Replacement Project Budget Information

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

TALLAHASSEE COMMUNITY COLLEGE

DELIVERED ON

March 04, 2024

SMART BUILDINGS

Transforming the Everyday



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 - Signature Page 16

Contact Information

Proposal #:	8670882
Date:	March 04, 2024

Sales Executive:	Jason M Taylor
Branch Address:	113 Progress Drive Tallahassee, FL 32304
Telephone:	513-368-9073
Email Address:	jason.taylor@siemens.com

Customer Contact:	Don Herr
Customer:	TALLAHASSEE COMMUNITY COLLEGE
Address:	444 APLEYARD DR TALLAHASSEE FL 32304-2815
Services shall be provided at:	TALLAHASSEE COMMUNITY COLLEGE 444 APLEYARD DR TALLAHASSEE FL 32304-2815

Executive Summary

Siemens Industry, Inc. is proud to present our Turn Key solution for 4 AHU's. We are uniquely qualified, and offer the best reliable solution, as well as, long term site support. Our Tallahassee Team is prepared to fully commit the required resources to meet all project objectives. The below proposed solutions is in response to site investigations at the request of Tallahassee Community College. During multiple site visits to evaluate issues at the main campus associated with poor HVAC performance and air quality issues it has been determined that due to the age of AHU-1, 2, 3, 4 have clogged coils and unrepairable damage that now requires replacement. Siemens will be utilizing the DMS Florida State Term Contract as the vehicle to provide this solution.

Contracting Vehicle

To: Purchasing

This document is for reference related to Purchases of Siemens products and services for equipment manufactured and installed by Siemens Industry, Inc. installed in facilities referenced above.

Services provided by Siemens include one or multiple of the following:

- Support for Siemens Building Automation, Siemens Fire Alarm, Siemens Security, Siemens CCTV, Siemens Electrical Metering Systems, Siemens Energy Services, Measurement and Verification, Siemens Mechanical Services and General and Mechanical contracting.

Siemens Industry, Inc. is the manufacturer, installer and servicer of Siemens building systems, including building temperature control, laboratory control, lighting control, fire, security, mechanical and energy management systems supporting various Florida public sector entities as defined in F.S. including the Florida Department of Management Services (DMS) since 1993.

As the manufacturer Siemens Industry, Inc. authorizes systems hardware, software and installed systems purchases, updates, expansions and/or support to be provided exclusively by Siemens Industry, Inc. factory direct branches or by specified value added partners for specific market segments.

Siemens value added partners are not authorized to provide support for **Department of Management Services** as well as other specific Florida public sector entities. Additionally non-Siemens vendor/contractors/suppliers may not offer any Siemens systems hardware and services and/or imply in any form that they are "Siemens Authorized" and do not have authorized channel access to systems hardware/software or updates thereof. Limited component parts only (valves, actuators, etc.) may be available via supply chain vendors such as "Grainger" however, systems hardware, software and installed systems or service are not authorized to be sold through supply chain.

Siemens Industry, Inc. is a "statewide" vendor as listed in MyFlorida MarketPlace under "Siemens Industry, Inc. BT Div, FEID F132762488".

Siemens Industry, Inc. supports the Florida public sector market through Factory Direct Branch Offices in (10) Florida cities.

Pricing transparency as required by F.S. for single source purchases is available and may be defined in the associated agreement request for single source or as below.

Option 1

State of Florida Dept. of Management Services
DMS-14-15-003 FACS SA and T_M CONTRACTS

Option 2

National Joint Powers Alliance. www.njpacoop.org
Siemens: Contract 03157SIE Technology
Siemens: Contract 030817SIE HVAC Services

Option 3

Many other government procurement vehicles are available for consideration such as GSA upon request and applicability.

Inclusions

Siemens will provide and Install the following:

4 AHU's to include the following equipment type:

- Air Handling Units (REPLACEMENTS for AHU 1)
Temtrol Air Handling Unit with the following options:
Thermal break double wall construction.
2" thick, 3lb density fiberglass insulation.
Intergrated Frame for upper cabinet
Unit base is 5 in Steel tube
Aluminum 0.125 tread plate floor
Access door
One set of 30% class II OA pre filters with filter gauge and holding frame.
- Outdoor air cooling coil with stainless steel drain pan.
Main cooling coil with stainless steep drain pan.
One set of 30% 2" class pre filters and one set of 21" 90-95% class I final filter.
Supply fan with ODP premium efficiency motor, inertia isolation base and monorail system.



picture is for reference only and is not the actual air handler being provided.

AHU Equipment Installation:

- Demolish and dispose of existing AHU's
- Ductwork
- Install Hydronic Control Valves and Piping for chilled water and hot water systems
- pipe fittings to connect existing heating & chilled water services to new AHU's
- Insulation
- Disposables, power tools and hand tools
- Hangers and supports necessary for installation
- Tie-ins to existing lines as required
- Demolish and dispose of existing AHU's
- New Ductwork for AHU's in the mechanical room for proper routing and connections to the building HVAC
- Freight, delivery and handling
- Crane and hoisting
- Rental equipment
- Warranty to be one (1) year from the earlier of the date of substantial completion or the first beneficial operation or use by contractor or owner
- Pipe and fittings to connect existing heating hot water and chilled water services to new AHU's
Install hydronic control valves for chilled and heating hot water feeds.

Air Handling Unit Controls Refresh:

- Siemens has included the following points:
 - (1) Supply Air Temperature
 - (1) Supply Air Humidity
 - (1) Supply Air 2/3 Static Pressure
 - (1) Supply Air High Static Cutout
 - (1) Supply Air Low Static Cutout
 - (1) Return Air Temperature
 - (1) Return Air Humidity
 - (1) Return Air High Static Cutout
 - (1) Return Air Static Pressure
 - (1) Return Air Low Static Cutout
 - (1) Mixed Air Temperature
 - (2) LTDE Sensor
 - (1) Supply Air Fan Airflow – Transducer
 - (1) Outside Air – Airflow (Ebtron Gold)
 - (1) Supply Fan VFD – BACnet + Hardwired - Start/Stop, Speed, Speed Feedback, Alarm, Status-VFD-Bypass
 - (1) CHW Valve and Actuator
 - (1) Final Filter Static Switch

- (1) Min Outside Air Damper Actuator w/ End Switch
 - (1) Return Air Damper Actuator
 - (1) Return Air CO2 Sensor
-
- Air Handling Units (REPLACEMENTS for AHU 2)
Temtrol Air Handling Unit with the following options:
Thermal break double wall construction.
2" thick, 3lb density fiberglass insulation.
Integrated Frame for upper cabinet
Unit base is 5 in Steel tube
Aluminum 0.125 tread plate floor
Access door
One set of 30% class II OA pre filters with filter gauge and holding frame.
 - Outdoor air cooling coil with stainless steel drain pan.
Main cooling coil with stainless steel drain pan.
One set of 30% 2" class pre filters and one set of 21" 90-95% class I final filter.
Supply fan with ODP premium efficiency motor, inertia isolation base and monorail system.



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Temtrol Air Handling Unit with the following options:
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Aluminum 0.125 tread plate floor

Access door

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 - (1) Final Filter Static Switch
 - (1) Min Outside Air Damper Actuator w/ End Switch
 - (1) Return Air Damper Actuator
 - (1) Return Air CO2 Sensor
1. The project cost includes the tie in of the associated BMS system to the existing Siemens BMS front end workstation
 2. Control wiring shall be run in conduit where exposed. Control wiring shall be run using plenum rated cable without conduit in concealed accessible locations and above lift-out ceiling

Sell Price

Project Budget Amount	\$1,350,000.00
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Recommended Contingency	\$135,000.00
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March 18, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Design Build Guaranteed Maximum Price – TCC Main Campus Solar Powered Covered Walkways Project

Item Description

This item requests approval of the Design Build Guaranteed Maximum Price (GMP) for the TCC Main Campus Solar Powered Covered Walkways Project.

Overview and Background

The College intends to install Solar Powered Covered Walkways throughout the Campus. This will increase sustainability and promote green initiatives while providing protection to the students from the outdoor elements as they travel between classes. This project is located on TCC's Main Campus - Site 1, at 444 Appleyard Drive in Tallahassee, Florida.

The requirements for the Design Build GMP solicitation process were reviewed and completed by Fitzgerald Collaborative Group, LLC, CSI Contracting and Tallahassee Community College. The bid specifications were approved by TCC, CSI and Fitzgerald Collaborative Group, LLC and released to the public on January 20, 2024. Proposals were opened on February 29, 2024 and evaluated accordingly.

As a result of the solicitation process, the Guaranteed Maximum Price (GMP) for the construction of the TCC Main Campus Solar Powered Covered Walkways Project is attached.

Funding/ Financial Implications

This construction contract will be funded by local College funds.

Past Actions by the Board

None

Recommended Action

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

AIA Document A141' - 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tallahassee Community College
444 Appleyard Drive, Tallahassee, FL 32304
850.201.6200

and the Design-Builder:
(Name, legal status, address and other information)

Fitzgerald Collaborative Group, LLC
850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
850.350.3500
+
CSI Contracting, Inc.
1131 Dade Street, Quincy, FL 32351
850.875.1471

for the following Project:
(Name, location and detailed description)

Main Campus Solar Panel Canopies
Tallahassee Community College,
444 Appleyard Drive, Tallahassee, FL 32304

The proposed project is a new solar panel system and canopy structure including drainage design that is located at the TCC main campus. The project scope contains walkway canopies connecting the north entrance of Building 01 (English) to the west entrance of Building 08 (Academic Computing Center) and covers wrapping the south side of the building to the drop-off area. The solar panel system and canopy will provide shade and weather protection along the pathways, create covered places for students to gather and supply supplemental power to the facility.

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1817463896)

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- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

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- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

| Not Applicable

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

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U H r Notes:

(1817463896)

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Not Applicable

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Not Applicable

§ 1.1.A The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A14JTM-20J4, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

Not Applicable

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

Not Applicable

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

See Exhibit A

§ 1.1.7 The Owner's design and construction milestone dates:

1 Design phase milestone dates:

August 21, 2023

2 Submission of Design-Builder Proposal:

TBD

3 Phased completion dates:

Not Applicable

4 Substantial Completion date:

TBD

5 Other milestone dates:

TBD

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

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User Notes:

(list name, legal status, address and other information.)

.1 Architect

Fitzgerald Collaborative Group, LLC
850 S. Gadsden Street, Suite 140, Tallahassee, FL 32301
850.350.3500

.2 Consultants

Kever McKee Engineering
1624 Metropolitan Boulevard, Suite a, Tallahassee, FL 32308
850.727.5367

IGT Solar
3954 West Pensacola Street, Tallahassee, FL 32304
850.576.7657

.3 Contractors

CSI Contracting, Inc.
1131 Dade Street, Quincy, FL 32351
850.875.1471

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Not applicable

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM_2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 11 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Don Herr, Facilities Director, Tallahassee Community College, Don.Herr@tcc.fl.edu
Trey Kimbrel, Building Code Administrator, Tallahassee Community College, Trey.Kimbrel@tcc.fl.edu
Jenny Shuler, Facilities Administrator, Tallahassee Community College, Jenny.Shuler@tcc.fl.edu

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

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User Noted:

(1817463896)

(List name, address and other information.)

Not Applicable

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

Not Applicable

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information)

Donald Gray, Jr., AJA, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
Erika J. Hagan, AIA, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
Min Jung Kim, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
W. Norman McMillan III, CSI Contracting, Inc., 1131 Dade Street, Quincy, FL 32351

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

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§ 1.4.4 The Project The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1A.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1A.9 Consultant A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1A.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1A.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A. I of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for all Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

See Exhibit B

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C and Exhibit D

Individual or Position	Rate
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(Paragraphs deleted)

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders

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of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1A The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- 1 Work completed for the period;
- 2 Project schedule status;
- 3 Submittal schedule and status report, including a summary of outstanding Submittals;
- 4 Responses to requests for information to be provided by the Owner;
- 5 Approved Change Orders and Change Directives;
- 6 Pending Change Order and Change Directive status reports;
- 7 Tests and inspection reports;
- 8 Status report of Work rejected by the Owner;
- 9 Status of Claims previously submitted in accordance with Article 14;
- 10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- 11 Current Project cash-flow and forecast reports; and
- 12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- 1 Design-Builder's work force report;
- 2 Equipment utilization report; and
- 3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

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§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria.

However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

(Paragraphs deleted)

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

(Paragraphs deleted)

§ 5.2 Construction

§ 5.2.1 Commencement Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- 1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- 3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- 1 Additional costs of professional services;
- 2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- A Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- 5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's

lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be

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conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each

Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If

such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable,

and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of

this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

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- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder

- .6 Other:

- Exhibit A – Opinion of Probable Construction Cost (to be replaced by GMP with future addendum/amendment)
- Exhibit B – Architectural Purchase Order
- Exhibit C – Architectural Hourly Rates

Init.

Exhibit D – CSI Proposal
Exhibit E – Fitzgerald Collaborative Group, LLC Proposal for Design Build Services

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Barbara K. Wills, BP Admin. & CBO
(Printed name and title)


DESIGN-BUILDER (Signature)

Donald Gray, Jr. AIA, Principal
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:50:13 ET on 11/06/2023.

PAGE 1

Tallahassee Community College
444 Appleyard Drive, Tallahassee, FL 32304
850.201.6200

...

Fitzgerald Collaborative Group, LLC
850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
850.350.3500
±
CSI Contracting, Inc.
1131 Dade Street, Quincy, FL 32351
850.875.1471

...

Main Campus Solar Panel Canopies
Tallahassee Community College,
444 Appleyard Drive, Tallahassee, FL 32304
The proposed project is a new solar panel system and canopy structure including drainage design that is located at the FCC main campus. The project scope contains walkway canopies connecting the north entrance of Building 01 (English) to the west entrance of Building 08 (Academic Computing Center) and covers wrapping the south side of the building to the drop-off area. The solar panel system and canopy will provide shade and weather protection along the pathways, create covered places for students to gather and supply supplemental power to the facility.

PAGE 2

Not Applicable

PAGE 3

Not Applicable

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

See Exhibit A

...

August 21, 2023

...

TBD

...

Not Applicable

...

TBD

...

TBD

PAGE 4

Fitzgerald Collaborative Group, LLC
850 S. Gadsden Street, Suite 140, Tallahassee, FL 32301
850.350.3500

.2 Consultants

Kever McKee Engineering
1624 Metropolitan Boulevard Suite a, Tallahassee, FL 32308
850.727.5367

IGT Solar
3954 West Pensacola Street, Tallahassee, FL 32304
850.576.7657

.3 Contractors

CSI Contracting, Inc.
1131 Dade Street, Quincy, FL 32351
850.875.1471

...

Not applicable

...

Don Herr, Facilities Director Tallahassee Community College, Don.Herr@tcc.fl.edu
Trey Kimbrel, Building Code Administrator, Tallahassee Community College, Trey.Kimbrel@tcc.fl.edu
Jenny Shuler, Facilities Administrator, Tallahassee Community College, Jenny.Shuler@tcc.fl.edu

PAGE 5

Not Applicable

...

Not Applicable

...

Donald Gray, Jr., AIA, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
Erika J. Hagan, AIA, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
Min Jung Kim, Fitzgerald Collaborative Group, 850 S Gadsden Street, Suite 140, Tallahassee, FL 32301
W. Norman McMillan III, CSI Contracting, Inc., 1131 Dade Street, Quincy, FL 32351

...

Litigation in a court of competent jurisdiction

PAGE 7

See Exhibit B

...

See Exhibit C and Exhibit D

...

~~§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment~~

~~§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:~~

- ~~1. Transportation and authorized out-of-town travel and subsistence;~~
- ~~2. Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~3. Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~4. Printing, reproductions, plots, standard form documents;~~
- ~~5. Postage, handling and delivery;~~
- ~~6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~8. All taxes levied on professional services and on reimbursable expenses; and~~
- ~~9. Other Project related expenditures, if authorized in advance by the Owner.~~

~~§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (____%) of the expenses incurred.~~

~~§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment~~

~~§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid (____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~____%~~

~~§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.~~

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

~~§ 4.1 General~~

~~§ 4.1.1 Any information submitted by the Design Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.~~

~~§ 4.1.2 The Design Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life cycle data, and possible cost reductions.~~

~~§ 4.2 Evaluation of the Owner's Criteria~~

~~§ 4.2.1 The Design Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design Builder's recommendations, if any, with regard to accelerated or fast track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.~~

~~§ 4.2.2 After the Design Builder meets with the Owner and presents the preliminary evaluation, the Design Builder shall provide a written report to the Owner, summarizing the Design Builder's evaluation of the Owner's Criteria. The report shall also include~~

- ~~1 allocations of program functions, detailing each function and their square foot areas;~~
- ~~2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;~~
- ~~3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design Builder's Proposal; and dates of periodic design review sessions with the Owner; and~~
- ~~4 the following:
(List additional information, if any, to be included in the Design Builder's written report.)~~

~~§ 4.2.3 The Owner shall review the Design Builder's written report and, if acceptable, provide the Design Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.~~

~~§ 4.3 Preliminary Design~~

~~§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:~~

- ~~1 Confirmation of the allocations of program functions;~~
- ~~2 Site plan;~~
- ~~3 Building plans, sections and elevations;~~
- ~~4 Structural system;~~
- ~~5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and~~
- ~~6 Outline specifications or sufficient drawing notes describing construction materials.~~

~~The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.~~

~~§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design Builder with written consent to proceed to development of the Design Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.~~

~~§ 4.4 Design Builder's Proposal~~

~~§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design Builder shall prepare and submit the Design Builder's Proposal to the Owner. The Design Builder's Proposal shall include the following:~~

- ~~1 A list of the Preliminary Design documents and other information, including the Design Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design Builder's Proposal is based;~~
- ~~2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design Builder's Fee, and other items that comprise the Contract Sum;~~
- ~~3 The proposed date the Design Builder shall achieve Substantial Completion;~~
- ~~4 An enumeration of any qualifications and exclusions, if applicable;~~
- ~~5 A list of the Design Builder's key personnel, Contractors and suppliers; and~~
- ~~6 The date on which the Design Builder's Proposal expires.~~

~~§ 4.4.2 Submission of the Design Builder's Proposal shall constitute a representation by the Design Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.~~

~~§ 4.4.3 If the Owner and Design Builder agree on a proposal, the Owner and Design Builder shall execute the Design Build Amendment setting forth the terms of their agreement.~~

~~§ 5.1 Construction Documents~~

~~§ 5.1.1 Upon the execution of the Design Build Amendment, the Design Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design Build Documents.~~

~~§ 5.1.2 The Design Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design Build Documents, the Owner shall promptly notify the Design Builder of such deviations in writing. The Construction Documents shall not modify the Design Build Documents unless the Owner and Design Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design Builder of the obligation to perform the Work in accordance with the Design Build Documents.~~

PAGE 33

- ~~2 AIA Document A141™ 2014, Exhibit A, Design-Build Amendment, if executed~~
 - ~~3 AIA Document A141™ 2014, Exhibit B, Insurance and Bonds~~
 - ~~4 AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed~~
 - ~~5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed;~~
- ~~or the following:~~

...

- ~~6 Other:~~

~~Exhibit A – Opinion of Probable Construction Cost (to be replaced by GMP with future addendum/amendment)~~

~~Exhibit B – Architectural Purchase Order~~

~~Exhibit C – Architectural Hourly Rates~~

Exhibit D – CSI Proposal
Exhibit E – Fitzgerald Collaborative Group, LLC Proposal for Design Build Services

PAGE 34

Barbara K. Wills, BP Admin. & CBO

Donald Gray, Jr. AIA, Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:50:13 ET on 11/06/2023 under Order No. 2114393436 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VP Admin & CBD

(Title)

11.08.2023

(Dated)

Opinion of Probable Project Cost - Permit Documents

August 16, 2023

Reference: TCC Solar Main Campus

FGC Project # 230202

Division	Type of Space	Quantity	Unit	Estimated Cost	Total Estimated Cost
General Conditions		7800	sf	\$1.33	\$10,374
Existing Conditions					
Substructure					
	Concrete	10	cy	\$120.00	\$1,200
Structure	Canopies	7800	sf	\$90.00	\$702,000
	Gutters / Downspouts	282	lf	\$10.00	\$2,820
Electrical					
	Lighting, materials, circuit controller	1	al	\$126,861.43	\$126,861
	Materials: Inverters, AC wire, DC wire connectors, gutters, racking attachments, accessory materials	1	al	\$249,496.00	\$249,496
Specialties					
	Solar Panels	315	ea	\$272.51	\$85,841
	Electrical Services			\$0.00	\$0
Civil					
	Sod	4000		\$10.00	\$40,000
	4" Concrete Sidewalk	250	sf	\$100.00	\$25,000
Total				\$376,961.27	\$1,243,592.08

Escalation @ \$37,307.76

Contingency @ \$124,359.21

\$538,628.24

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



Exhibit B Purchase Order

Purchase Order Number	PO-017463
Purchase Order Date	04/17/2023
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Supplier:
Fitzgerald Collaborative Group, LLC 850 S. Gadsden Street Suite 140 Tallahassee, FL 32301 United States of America

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

Comments:
PJ-0436 Main Campus Solar Panel Canopies - A/E Fees Contact: Don.Herr@tcc.fl.edu Invoice: Jenny.Shuler@tcc.fl.edu **REF: TCC RFQ 2022-11 ; Approved at the January 17, 2023 BOT Meeting**

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

Currency	Total Line Amount	Total Tax Amount	Total PO Amount
USD	90,811.00	0.00	90,811.00

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Fee for basic Architectural, Consulting and Engineering Design services for Solar Canopies at TCC Main Campus Site 1. Specifics per attached Proposal dated April 7, 2023.				55,405.00
2		Additional services for measured drawings and IGT Solar Consultant				35,406.00

Messages
Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities.
Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.
Please send all Invoices to Accounts Payable - "AccPay@tcc.fl.edu" To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.
Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8585.

Director of Procurement and Auxiliary Services
 Dustin Frost

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

Purchase Order

Purchase Order Number	PO-017463
Purchase Order Date	04/17/2023
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

April 7, 2023

Mr. Don Herr, Project Manager
Director of Facilities
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895

Via email: herrd@tcc.fl.edu

RE: TCC – Solar Panel Canopies for Main Campus

Dear Mr. Herr:

We enjoyed meeting on site with you and Dr. Lonnie Draper to review the details for the new solar panel project at the main Tallahassee Community College campus. Following our meeting and discussions, the Fitzgerald Collaborative Group, LLC (FC) is honored to present our scope of work, fee proposal, projected completion dates, and the desired payment schedule for professional architectural & engineering services.

The Fitzgerald Collaborative, along with our engineers, hereinafter referred to as 'Design Team,' will provide the Basic Services for the project as outlined in our Professional Qualifications Statement.

Owner's Scope of Work

Our understanding of the project is as follows:

- Provide new solar panels (90" x 40", typ.), aluminum canopy structure, and drainage design at the TCC main campus.
- Connecting the AC Building 8 (Academic Computing Center) to the EN Building 1 (English Building), wrap the south side of the AC Building 8 with panels and extend panels into the drop off area for approximately 7,600 SF.
- Provide new concrete paved walkways under proposed solar panel canopies where walkways do not exist. Existing asphalt walkway ss 7'-6" wide.
- Design new 1 x 8 LED lighting to underside of canopy structure.
- Maintain a bearing point for the solar panels to keep the panels at a height that is under the wind level and tilt to the south with a flat profile for optimum solar gain.
- Tie into existing buildings columns / structure as minimally as possible and overlap solar panels with existing roof soffits to create an impervious, covered walkway.
- The solar panels are glass on glass with various color options. Light penetrations through the panels are possible and can be selected from 0% - 40%.
- The electrical supply created from the new panels will be distributed equally into AC Buildings 8 and EN Building 1
- Gutters will need to be designed to carry all run-off into the existing storm system.

April 7, 2023
TCC – Solar Panel Canopies for Main Campus
Attn: Mr. Don Herr
Director of Facilities

Scope of Professional Services

We propose dividing the project as follows to properly execute the scope of work required by the project. The standard DMS Basic Services consists of:

- Measured Drawings/Programming
- Schematic Design
- Design Development
- Construction/Permit Documentation
- Bidding & Negotiating, and
- Construction Administration

Measured Drawings

The first category includes services designated as Additional services by the DMS Fee Curve. These essential Additional Services will include measured drawings. Currently, we understand that CAD files are not available. The Design Team will undertake the development of measured drawings as an additional service.

Schematic Design Phase Services

Design Team shall review the program and other information provided, and will review laws, codes, and regulations applicable to the Architect's services. Design Team will prepare a preliminary evaluation of the schedule, budget for the Cost of Work, the proposed procurement and delivery method and other initial information required for the project.

Design Team shall present its preliminary evaluation to discuss alternative approaches to design and construction of the project. The Schematic Design Documents shall consist of drawings and other documents such as the following:

- One preliminary scope meeting to refine specific project scope.
- The delineation of a conceptual floor plan for the scope of work area.
- One final schematic design meeting to present the proposed design solution, and to solicit feedback and comments from the Owner's team.
- Following the final schematic design, a schematic design submittal will be delivered to the Owner for review and comment.

Design Team shall submit the Schematic Design Documents to the Owner and request the Owner's approval prior to proceeding to the next phase.

Design Development Phase Services

Upon the Owner's written approval of the Schematic Design Documents, Design Team shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of the following:

- Plans
- Sections
- Elevations
- Typical construction details
- Diagrammatic layouts of building systems to fix and describe the size and character of the project as it relates to architectural, structural and MEP elements

- Outline specifications

Construction/Permit Documentation

Upon the Owner's written approval of the Design Development Documents, Design Team shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work that include but are not limited to the following:

- Cover Sheet, Legends, and Index of Drawings
- Building Code Analysis
- Architectural Life Safety / Location Plan
- Demolition Plan
- Architectural Floor Plan(s)
- Reflected Ceiling Plan(s)
- Building Sections
- Construction & Misc. Details
- Material, Color Selections
- Mechanical/ Electrical/ Storm

Bidding & Negotiating (or GMP Phase Support)

The Project Manager, following the Owner's written approval of the Construction Documents and of the Construction Cost Projection, shall assist the Owner in obtaining competitive bids, host the pre-bid meeting, and attend the bid opening.

Alternately, the Project Manager will work with the Owner's pre-selected Construction Manager as required.

The Project Manager will provide a recommendation to award a contract, if bid, or to recommend acceptance of the Construction Manager's Guaranteed Maximum Price (GMP), to the Owner.

Construction Administration

The Design Team shall provide administration of the Contract for Construction as set forth in the standard AIA contract agreement.

Estimated Project Schedule

The following timelines are for estimating purposes pending dates for notice to proceed, Owner meetings, and Owner review periods:

Measured Drawings	1 week following Notice to Proceed
Schematic Design Phase Services	2 weeks following Owner kick-off
Owner Review/ Approval	3 days
Design Development Phase Services	2 weeks following Owner Approval
Owner Review/ Approval	3 days
Permit Documentation	2 weeks following Owner Approval
Owner Review/ Approval	3 days
Bidding and Negotiation/GMP Phase Support	3 weeks following Permit
Construction Administration Phase Services	7 weeks following Owner Approval

April 7, 2023
 TCC – Solar Panel Canopies for Main Campus
 Attn: Mr. Don Herr
 Director of Facilities

Preliminary Construction Cost Opinion

Owner has set the project budget at \$500,000.00 for the construction cost of the project.

Fee Proposal & Fee Schedule

Our fee for basic services (to include architectural, consulting and engineering design services) will be \$ 55,405.00 and structured as a lump sum. Additional services for measured drawings and IGT Solar Consultant will be \$35,406.00 also structured as a lump sum for a total services fee of \$90,811.00 The basis of compensation is as follows:

Basic Design Services ^{a, b}	
Architecture (<i>Fitzgerald Collaborative Group</i>)	\$ 47,405.00
Structural Engineering (<i>Keever McKege Engineering</i>)	<u>\$ 8,000.00</u>
	\$ 55,405.00 ^b
Additional Required Services ^a	
Independent Green Technologies (<i>IGT Solar</i>)	\$ 23,406.00
Programming Confirmation (<i>Fitzgerald Collaborative Group</i>)	\$ 7,500.00
Measured Drawings (<i>Fitzgerald Collaborative Group</i>)	<u>\$ 4,500.00</u>
	\$ 35,406.00
TOTAL SERVICES FEE	\$ 90,811.00

- a. The services herein defined as 'Basic Design Services' and 'Additional Services' apply the definition employed by the Florida Department of Management Services (DMS): 'basic' architectural and standard engineering services including full service phases for design, bidding and construction; 'additional services' may include any special consultants required by the project and are typically those furnished beyond what is shown in the Form of Agreement Between Owner and Architect-Engineer used by the Division of Real Estate Development and Management.
- b. DMS fee curve calculation for basic design services on this project scope is 'Group G: Building Engineering Services' (11.08% for \$500,000.00 budget estimate; refer to 'Preliminary Construction Cost Opinion' above).

Payments for professional services documented above shall be made monthly and shall be in proportion to services performed within each task. We propose the following payment schedule for Basic and Additional Services through Project Completion:

Independent Green Technologies (<i>IGT Solar</i>)	\$ 23,406.00
Programming Confirmation (<i>Fitzgerald Collaborative Group</i>)	\$ 7,500.00
Measured Drawings	\$ 4,500.00
Schematic Design Phase Services	\$ 12,200.00
Design Development Phase Services	\$ 11,630.00
Permit Documents	\$ 10,525.00
Bidding and Negotiation/GMP Coordination	\$ 6,650.00
Construction Phase Services	\$ 14,400.00

April 7, 2023
TCC – Solar Panel Canopies for Main Campus
Attn: Mr. Don Herr
Director of Facilities

Owner's Responsibilities

The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria, including site information.

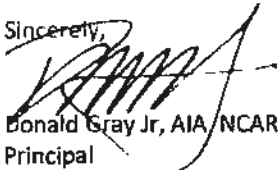
General Exclusions

Services not included in this proposal, but that may be provided by others, are as follows:

- Site Plan Permit documents
- Environmental Permit documents
- Full Civil Engineering services
- Geotechnical Engineering
- Hazardous Materials, Asbestos, Lead, and/or Mold abatement
- Design Services outside of the designated scope of work
- Permit Fees & State Fire Marshal Fees
- Site and Building Tests beyond those specified herein
- Hidden Conditions - Any conditions concealed by existing construction, not capable of detection by reasonable visual observation (if architect and/or engineer believe that such conditions exist, your organization shall be responsible for acquiring authorizations and payment for all costs associated with investigation, and if necessary, all costs required to correct such conditions. If your organization chooses not to authorize such investigation and/or correction after due notification, the Architect and/or Engineer shall not be held responsible for the existing condition nor any resulting damages to persons or property)
- Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive value engineering items
- Distribution of Bid Documents & Preparation of multiple bid packages
- Incorporation of Contractor's annotations of actual field installed conditions into as-built or record drawings
- Building sign and graphics system design
- Architectural Graphics and Models beyond those described above under additional services
- Furniture/Equipment Selection
- Detailed Cost Estimates
- Reproduction costs beyond those described in this proposal
- Advertisement for bids

We appreciate being considered for this project, and we would be happy to begin work immediately upon receiving your approval purchase order. Please feel free to give me a call at if you have any questions or would like to discuss any of the information I have included here.

Sincerely,



Donald Gray Jr, AIA, NCARB
Principal

Attachments: Consultant Proposals – Independent Green Technologies (IGT Solar), Keever McKee Engineering (Structural Engineer)



KEVER | MCKEE ENGINEERING

April 6, 2023

Erika Hagan, AIA
Fitzgerald Collaborative Group, LLC

Reference: **TCC Sidewalk Canopy**
Tallahassee, Florida

Subject: **Proposal for Structural Engineering Services**

Ms. Hagan:

We appreciate the opportunity to provide this proposal for Structural Engineering Services for this project. This proposal will present our understanding of the project conditions, scope-of-work, and our proposed professional fees based on the project description and assumptions presented herein.

A. Project Description

1. The project consists of a canopy to cover existing sidewalks totaling approximately 600 feet long with widths ranging from 7 feet to 21 feet.
2. The canopy structure will consist of an extruded aluminum frame with a solar panel roof.
3. The foundations will be concrete footings with embedded aluminum posts.

B. Structural Engineering – Technical Scope of Work

1. Design Phase Services:
 - a. Analyze and design the structure for code required loads including dead, live, and wind.
 - b. Develop construction details specific to the system being used.
 - c. Provide structural plans including the foundation, roof framing plans, and structural details.
 - d. Respond to comments from the permitting agencies and modification of the plans as required.
 - e. Coordinate plans with architectural and other disciplines.

C. Proposal Assumptions and Exclusions

1. Structural calculations will be prepared and kept in KME files for future reference but will not be submitted for review.
2. Submission to permitting agency will be made electronically with all permit submissions and fees by others.
3. Reproduction of bid documents and construction sets is not included and will be billed as reimbursable expenses.
4. If problem soils are discovered at the project site, special foundation design may be provided at an additional fee.
5. Architectural details including life safety, waterproofing, and finishes shall be by others and are not included in this scope of services.
6. Cost Estimates are not included in this scope of services.

D. Proposed Fee for Engineering Services

1. Proposed compensation for the Structural Engineering Services outlined herein will be based on a LUMP SUM FBE broken down as follows:

Development of Standard Details	\$ 2,000.00
Structural Design of Canopy	\$ 4,500.00
Construction Administration	<u>\$ 1,500.00</u>
Total	<u>\$ 8,000.00</u>

TCC Sidewalk Canopy
Tallahassee, Florida

Page 1 of 2

2. Hourly Rates for Additional Services

Principle Engineer	\$ 175.00 / hour
Senior Engineer	\$ 150.00 / hour
Graduate Engineer	\$ 125.00 / hour
Draftsman/CADD Operator	\$ 85.00 / hour
Clerical/Secretary	\$ 50.00 / hour

3. Fees will be billed and payable based on the percentage of completion of the work.

We hope this proposal meets with your approval. We appreciate this opportunity and look forward to a successful project. If you have any questions or wish to discuss this proposal, please do not hesitate to call.

AGREEMENT AND NOTICE TO PROCEED

By authorized signature below, both parties signify their agreement with the above contractual terms.



Barry Pujol
Kever McKee Engineering

April 6, 2023

Date

Erika Hagan, AIA

Date



April 3, 2023

Erika J. Hagan AIA, NCARB
Principal, Fitzgerald Collaborative
850 S. Gadsden Street, Suite 140
Tallahassee, FL 32301
p: 850.350.3500 ext. 139 | c: 850.251.2262
www.fitzgeraldcollaborative.com

RE: TCC – Solar Panel Canopies for Main Campus Sidewalks

Dear Mrs. Hagan:

We enjoyed meeting on site with you, the Fitzgerald Collaborative Group, LLC (FC) and Kever McKee Engineering to review the details for the new solar panel project at the main Tallahassee Community College campus. Following our meeting and discussions, IGT Solar is honored to present our scope of work, fee proposal, projected completion dates, and the desired payment schedule for professional solar design services.

IGT Solar proposes dividing the project as follows to properly execute the scope of work required by the project. The standard consists of:

- Schematic Design
- Construction/Permit Documentation

IGT Solar fee for services (to include electrical engineering, electrical design option, solar mechanical engineering, lighting load and landing, racking design review, rubber sealant design services) will be \$ 23,406 and structured as a lump sum.

Independent Green Technologies (IGT Solar) Solar Design	\$ 18,906
Electrical Engineering for Electrical landing options	\$ 1,700
Lighting Electrical design based on lumen requirements	\$ 700
<u>Collaboration with Architects and Engineers</u>	<u>\$ 2,100</u>
TOTAL SERVICES FEE	\$ 23,406

Payments for professional services documented above shall be made monthly and shall be in proportion to services performed within each task.

Sincerely,

Lonnie Draper, M.D.
MM, IGT Solar

The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

PERSONNEL/CATEGORY	HOURLY RATES
Principal	\$250/hour
Sr. Project Manager	\$200/hour
Sr. Project Architect	\$175/hour
Project Architect	\$150/hour
Construction Administration	\$150/hour
Sr. Architectural Staff	\$125/hour
Intern	\$100/hour
Project Administration	\$100/hour
Administration	\$95/hour



Preconstruction Proposal
 Job: TCC Solar Canopy Project
 Location: Tallahassee, FL (TCC Main Campus)

Activity Description	Principal	Estimator	Project Manager	Project Engineer	On-Site Supervisor	Total
Site Investigation	4.00	0.00	4.00	0.00	0.00	
Job Planning / Site Review Meetings	2.00	0.00	4.00	0.00	0.00	
Subcontractor / Vendor Market Analysis	0.00	4.00	8.00	0.00	0.00	
Preliminary Budget Estimate	0.00	0.00	0.00	0.00	0.00	
AE & Owner Document Review & Meetings	2.00	0.00	2.00	0.00	0.00	
Bld Schedule Creation	0.00	2.00	2.00	0.00	0.00	
Bid Package Creation	0.00	2.00	2.00	16.00	0.00	
Bid Advertisement	0.00	0.00	3.00	0.00	0.00	
Pre-Bid Meeting	0.00	0.00	4.00	2.00	0.00	
Subcontractor Solicitation	0.00	8.00	8.00	0.00	0.00	
Subcontractor Pre-Qualification	0.00	0.00	1.00	2.00	0.00	
GMP Assembly	0.00	0.00	5.00	2.00	0.00	
Review GMP with Owner & Architect	2.00	0.00	2.00	0.00	0.00	
Total Hours	10.00	16.00	45.00	22.00	0.00	93.00
Rate	\$45.00	\$35.00	\$37.50	\$25.00	\$30.00	
Subtotal	\$450.00	\$560.00	\$1,687.50	\$550.00	\$0.00	
Multiplier	1.5956	1.5956	1.5956	1.5956	1.5956	
Total Design Phase Fee	\$718.02	\$893.54	\$2,692.58	\$877.58	\$0.00	\$5,181.71

Hourly Rates:

- Principal - \$75.00 /hr
- Estimator - \$56.00 /hr
- Project Manager - \$60.00 /hr
- Project Engineer - \$40.00 /hr
- Project Superintendent - \$48.00 /hr

October 18, 2023

Mr. Don Herr, Project Manager
Director of Facilities
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895

Via email: herrd@tcc.fl.edu

RE: TCC – Solar Panel Canopies for Main Campus

Dear Mr. Herr:

We enjoyed meeting with you and the Design Build team for the new solar panel project at the main Tallahassee Community College campus. Following our meeting and discussions, the Fitzgerald Collaborative Group, LLC (FC) is honored to present our scope of work, fee proposal, projected completion dates, and the desired payment schedule for professional architectural & engineering services as an exhibit to the Design-Build Documents

Owner's Scope of Work

The Design-Build Team has issued Permit Documents for the following scope:

- Provide new solar panels (90" x 40", typ.), aluminum canopy structure, and drainage design at the TCC main campus.
- Connecting the AC Building 8 (Academic Computing Center) to the EN Building 1 (English Building), wrap the south side of the AC Building 8 with panels and extend panels into the drop off area for approximately 7,600 SF.
- Provide new concrete paved walkways under proposed solar panel canopies where walkways do not exist. Existing asphalt walkway ss 7'-6" wide.
- Design new 1 x 8 LED lighting to underside of canopy structure.
- Maintain a bearing point for the solar panels to keep the panels at a height that is under the wind level and tilt to the south with a flat profile for optimum solar gain.
- Tie into existing buildings columns / structure as minimally as possible and overlap solar panels with existing roof soffits to create an impervious, covered walkway.
- The solar panels are glass on glass with various color options. Light penetrations through the panels are possible and can be selected from 0% - 40%.
- The electrical supply created from the new panels will be distributed equally into AC Buildings 8 and EN Building 1
- Gutters will need to be designed to carry all run-off into the existing storm system.

Scope of Professional Services

We propose dividing the project as follows to properly execute the scope of work required by the project. The standard DMS Basic Services consists of:

- Bidding & Negotiating
- Construction Administration

October 18, 2023
TCC – Solar Panel Canopies for Main Campus
Attn: Mr. Don Herr
Director of Facilities

Bidding & Negotiating (or GMP Phase Support)

Upon approval of the Design-Build Documents, the Design-Build team (FC and CSI) will provide the Construction Manager's Guaranteed Maximum Price (GMP), to the Owner, to be presented to the TCC Board for approval.

Construction Administration

The Design Team shall provide administration of the Contract for Construction as set forth in the standard AIA contract agreement.

Estimated Project Schedule

The following timelines are for estimating purposes pending dates for notice to proceed, Owner meetings, TCC Board Meetings and Owner review periods:

Bidding and Negotiation/GMP Phase Support	7 weeks following Permit
Construction Administration Phase Services	Provided with GMP

Opinion of Probable Project Cost

Upon completion of Permit Documents for this project, FC has estimated an opinion of probable project cost of \$1,243,592.08 for the construction cost of the project.

Fee Proposal & Fee Schedule

Our total fee for basic services (to include bidding and negotiation/GMP coordination and construction phase services) was based on the DMS fee calculator of \$ 118,176.00. Bidding and negotiation/GMP coordination will be 5% of the total fee and structured as a lump sum and Construction phase services will be 20% of the total fee and structured as a lump sum for a total services fee of \$29,544.00 The basis of compensation is as follows:

Basic Design Services ^{a, b}	
Bidding and Negotiation/GMP Coordination (Fitzgerald Collaborative Group)	\$ 5,908.80
Construction Phase Services (Fitzgerald Collaborative Group)	\$ 23,635.20
TOTAL SERVICES FEE	\$ 29,544.00

- a. The services herein defined as 'Basic Design Services' and 'Additional Services' apply the definition employed by the Florida Department of Management Services (DMS): 'basic' architectural and standard engineering services including full service phases for design, bidding and construction; 'additional services' may include any special consultants required by the project and are typically those furnished beyond what is shown in the Form of Agreement Between Owner and Architect-Engineer used by the Division of Real Estate Development and Management.
- b. DMS fee curve calculation for basic design services on this project scope is 'Group G: Building Engineering Services' (9.50% for \$1,243,592.08 budget estimate; refer to 'Opinion of Probable Project Cost' above).

Payments for professional services documented above shall be made monthly and shall be in proportion to services performed within each task.

October 18, 2023
TCC – Solar Panel Canopies for Main Campus
Attn: Mr. Don Herr
Director of Facilities

Owner's Responsibilities

The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria, including site information.

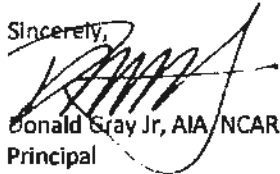
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Sincerely,



Donald Gray Jr, AIA/NCARB
Principal

March 4, 2024

Mr. Trey Kimbrel
Tallahassee Community College
Facilities, Planning and Construction
444 Appleyard Drive
Tallahassee, Florida 32304

RE: TCC Solar Main Campus
Project No. : 230202

Mr. Kimbrel,

We have prepared a Guaranteed Maximum Price (G.M.P.) Proposal for the referenced project in the amount of \$1,587,254.19 and further described in the attached breakdown continuation sheet. This proposal is based upon the following scope of work:

- This proposal is based on drawings by Fitzgerald Collaborative Group, LLC and is further defined in “Contract Documents” provided herein.
- Project Contingency is included in the amount of \$128,230.20.
- One Alternative Price is included. Alternate No. 1 for \$37,492.00 includes removing the existing asphalt sidewalk between Building 1 and Building 8, minor grading, and construction of a new 6’ wide x 4” thick concrete sidewalk.
- Proposal “Clarifications and Assumptions” as provided herein.

Thank you for this opportunity, and I look forward to hearing from you concerning the future of the project. I am available at your convenience to answer any questions you may have about this proposal.

Sincerely,

Norman McMillan
President