

# PALM BEACH STATE COLLEGE

#### DISTRICT BOARD OF TRUSTEES

#### AMENDED AGENDA • NOVEMBER 21, 2023

### **Regular Meeting**

#### **Palm Beach Gardens Campus**

4:00 PM

#### BioScience Building, Room SC-127, 3160 PGA Boulevard, Palm Beach Gardens, FL 33410

Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform student's lives.

#### I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

#### II. COMMENTS AND RECOGNITIONS

#### A. Faculty Comment

Presenter: Mr. Alex Bruno, Associate Professor, Palm Beach Gardens Campus

#### **B.** Campus and New Faculty Update

Presenters: Dr. Stephen Joyner, Provost and Dean, Palm Beach Gardens Campus

Dr. Jyrece McClendon, Dean, Academic Affairs

#### **III. AGENDA ADDITIONS/DELETIONS**

#### **IV. APPROVAL OF BOARD MINUTES**

A. Approve Minutes of October 17, 2023

#### V. APPROVAL OF BOARD AGENDA

#### A. Abstentions by Board Members

**B. Public Comments** 

Β.

Motion to Approve the Agenda

#### VI. APPROVAL OF CONSENT AGENDA

#### A. Academic Affairs / Academic Innovation and Strategy / Student Services

1. Approve 1800-Hour Transportation Program Deletions-Fall 2023
OnBoard Transmittal - Program Deletion Transportation 6.A.1.docx
DBOT Consent Agenda Template Rev 061119 Program Termination - Diesel
Service Technology.pdf7
DBOT Consent Agenda Template Rev 061119 Program Termination
-Automotive SvcTech(5458A).pdf
DBOT Consent Agenda Template Rev9-28-2023 Program Termination - Heavy
Equipment Technician.pdf
Finance and Administration
<b>1. Approve 2023/2024 Unexpended Plant Fund 7 Adjusting Amendment 13</b> Staff Contact: Mr. James E. Duffie, Vice President, Finance & Administration
6.B.1-MT 5871.docx
2023-2024 Unexpended Plant Fund 7 Adjusting Amendment.pdf

#### VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA

#### VIII. TRUSTEES' COMMITTEE REPORTS

#### IX. PRESIDENT'S REPORT

#### X. INFORMATIONAL ITEMS

A. Academic Affairs / Academic Innovation and Strategy / Student Services	
B. Finance and Administration	
1. First Reading - Amendment to Board Policy 6Hx-18-4.46 Responsibilities of	of
Property Custodian Staff Contact: Mr. James E. Duffie, Vice President, Finance and Administration	18
10.B.1. docx	18
REDLINED-First	
Reading-6Hx-18-4.46_Responsiblities_of_Property_Custodians.pdf	19
2. First Reading - REPEAL Amendment to Board Policy 6Hx-18-4.47 Lost or	
Stolen Property Staff Contact: Mr. James E. Duffie, Vice President, Finance and Administration	21
10.B.2. docx	21
REDLINED-REPEAL-First Reading-6Hx-18-4.47_Lost-or-Stolen-Property.pdf	22
3. First Quarter FY 2023-2024 Procurement Report July 1, 2023 through	
September 30, 2023 Staff Contact: Ms. Jennifer Alvarez, Director, Procurement	23
10.B.3 transmittal.pdf	23
First Quarter FY 2223 PO Report.pdf	25
First Quarter FY 2223 Supplier Contract Report.pdf	26
<b>4. Financial Review and AnalysisStaff Contact:</b> Mr. James Duffie, Vice President, Finance and Administration	27
10.B.4-MT 5716.docx	27
Budget.Analysis.October.31.2023.pdf	28
5. Planning and Construction Projects Status Report Dated November 1, 2023	20
<b>Staff Contact:</b> Mr. Kirk Stetson, Manager, Facilities, Planning and Construction	23
10.B.5-MT 5774.docx	29
Planning and Construction Projects Schedule dated November 1, 2023.pdf	
C. Information Services	
D. Human Resources	
1. Quarterly Human Resources Executive Summary from July 1, 2023 to	
September 30, 2023	33

Staff Contact: Mr. Michael Pustizzi, Chief Human Resources Officer

EXEC SUM 11.2023.pdf	33
Transmittal 10.D.1.pdf	35
E. Legal	
1. Quarterly Litigation Report Staff Contact: Mr. Kevin Fernander, General Counsel	37
Quarterly Litigation Report Transmittal .docx	37
Litigation Report 08/01/23 –11/03/23.pdf	38
(I. ACTION ITEMS	
A. Academic Affairs / Academic Innovation and Strategy / Student Services	
<ol> <li>Approved New Program: Cyber Security and Applied Artificial Intelligence</li> <li>Presenter: Mr. John Hadley, Interim Associate Dean of Academic Affairs DBOT OnBoard Transmittal - New Programs_Cybersecurity and Applied Artif</li> <li>Intelligence AS CCC 11-21-2023 11.A.1.docx</li> </ol>	ficial
DBOT Consent Agenda - New Program- Artificial Intelligence 11-21-23.docx	45
DBOT Consent Agenda Template- New Program- Cybersecurity 11.21.23.docx	48
DBOT PPT New Programs 11.21.23.pptx	51
B. Finance and Administration	
1. Approve Contract with Advanced Roofing, Inc. Using the Pinellas Count	у
Government Contract No. 190-0336-BAR for Roofing Services & Supplies,	
Waterproofing & Related Products and Services in the Amount of \$675,000	)
through November 2025 Staff Contact: Ms. Joan Rumsey, Assistant Director, Facilities	54
OnBoard Transmittal 11.B.1.doc	54
advancedRoofing Piggyback_Authorization_Letter_Pinellas (1).pdf	56
PBSC - Lake Worth Campus Proposal REV_11-13-2023.pdf	57
2. Approve Contract Award to Lego Construction Co. for Construction	
Management Services - Lake Worth Medical Simulation Laboratory Remod	el in
the Amount of \$2,800,000 through Project Completion Staff Contacts: Ms. Jennifer Alvarez, Director, Procurement and Mr. Edgar Cint Director, Facilities 11.B.2 transmittal.pdf	tron,
CM Services Sim Lab Tabulation.pdf	
Notice to Cure letter 8.28.23 (002).pdf	90
FinalTerminationLetter-GerritsConstruction09-08-2023.pdf	
3. Approve Contract Award Recommendation for Continuing Contracts for	
Architectural Services	
<b>Staff Contacts:</b> Ms. Jennifer Alvarez, Director, Procurement and Ms. Joan Rumsey, Assistant Director, Facilities Approve Contracts for Architectural Servic with Song + Associates, Gurri Matute PA, HKS Architects, Zyscovich Architects, Spiezle Architectural Group, KVH Architects, PGAL, and the Tamara Peacock Company Architects for Projects Not Exceeding \$4,000,000 Over a Term of 3 Years, with the Option to Renew for an Additional Two Years	ces

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#### **XII. OTHER BUSINESS**

Board Policy 6Hx-18-1.02 authorizes the President to approve routine business items and administrative appointments that would have appeared on the December Board Meeting Agenda. These items will be submitted for confirmation at the January 16, 2024, Board Meeting.

#### XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

#### A. Thanksgiving Closure

The College will be closed for the Thanksgiving Holiday November 23-24, 2023. No classes are scheduled to begin at 5:00 p.m. or later the Wednesday prior to Thanksgiving Day. However, any class already in progress at 5:00 p.m. on that Wednesday should be completed. There are no classes scheduled for the Saturday and Sunday immediately following the Thanksgiving break.

#### **B.** Commencement

Commencement will be held at the Ball Park of the Palm Beaches on Tuesday, December 19, 2022, at 6:00 PM

#### C. Winter Break Closure

The College is closed for Winter Break from December 20, 2023, through January 1, 2024. The College will reopen on January 2, 2023. To accommodate student registration during the Winter Break, the Student Services Offices on the Lake Worth Campus will be open December 21-23, from 9:00 am - 6:00 pm to assist students with Spring 2023 registration.

#### **D. January District Board of Trustees Meeting**

The next regular District Board of Trustees meeting will be held on Tuesday, January 16, 2024, on the Lake Worth Campus.

#### **XIV. ADJOURNMENT**

\*Palm Beach State College District Board of Trustees welcomes public comments during its regular monthly meetings. Any person or group wishing to make public comments must complete a "Public Comment Card". Procedures for making public comments are as follows:

1. Complete comment card including your name, address, telephone number and agenda item number (if appropriate).

2. Submit the completed card to the executive administrative assistant to the board (seated on the right side of the dais). Anyone wishing to speak must submit a completed card prior to the start of the meeting. Comment cards will not be accepted at any other time of the meeting.

3. When your name is called, approach the podium with the microphone, and state your name and address for the record.

4. Comments are limited to three (3) minutes. This is the opportunity for persons wishing to make public comments regarding an agenda item to speak. Any person(s) not adhering to the Board's guidelines or who make comments which could be perceived as slanderous or disruptive may be barred from making future comments before the Board.

Date: November 21, 2023

To: Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject:Deletion of 3 Career Certificate Transporation Programs: Automotive<br/>Service Technology (5458A), Heavy Equipment Service Technician<br/>(5456) and Diesel Service Technology (5457A).Effective Fall 2023 Presenter: Kimberly Lea, Ed.S, Dean of Workforce<br/>Education & Development

# Summary:

**Background/Pertinent Facts:** The decision to close the Automotive Service Technology (5458A), Heavy Equipment Service Technician (5456) and Diesel Service Technology (5457A) Career Certificate Program (CCP) programs is due to industry partner needs and declining student demand for these programs. Each program is 1800-hours, taking students 2 years to complete (5 semesters). The transportation education content and skills training will continue to be offered through the College's 1050-clock hour and 600-clock hour CCP options. This program structure was recommended by the business partnership council to provide more flexible and rapid credentialing options that meet both student and industry needs.

# Financial Impact: None

**Strategic Goal(s) Addressed:** Completion and Collaboration. The deletion of these 1800-hour program options from the College's inventory will increase completion rates for the transportation discipline and serve our community's economic growth by increasing the number of credentialed graduates for the workforce.

# Duration of Contract: Not applicable

# **RECOMMEND:** Approval

**Attachments:** Consent Agenda Item - Curriculum Program Terminations: Automotive Service Technology (5458A), Heavy Equipment Service Technician (5456) and Diesel Service Technology (5457A).

**Approval:** Ava L. Parker, J.D., President *This item has been approved electronically by the appropriate executive and/or supervisor.* 

# District Board of Trustees



#### Consent Agenda Items – Curriculum Program Termination

Date of Submission: Date

Date of DBOT Decision: Date

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. Academic and Career Community: Industry, Manufacturing, Construction
- b. Program Name: Diesel Service Technology (5457A)
- c. Individual(s) Responsible for Termination of Program: Kimberly Lea, PhD, Academic Dean
- d. Effective Term/Year for program closure (no new enrollment): 052023
- e. Type of Curriculum Action: Termination
- f. Campus(es) Offered: 🛛 Lake Worth 🗆 Boca Raton 🗆 Palm Beach Gardens 🗆 Belle Glade 🗆 Loxahatchee
- g. This program has a specialized accreditation (in addition to SACSCOC) that need to be notified: Yes\*
- h. This program has articulation agreements with other institutions: No \* \*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

### a. Justification (and alignment with College Mission and Goals)

The decision to close the Diesel Service Technology (5457A) program is due to industry partner needs and declining demand for the long 1800-hour program. The business partners requested more flexible and rapid credentialing options so students could achieve basic knowledge for earlier completion and career entry. This 1800-hour program has experienced a decrease in enrollment over the past five years and does not meet the community's needs due to not being able to produce the number of technicians needed in a timely matter. PBSC offers two shorter Diesel Service training programs, Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452), which lead to more rapid and flexible credentialing options and better meet business partner and community needs.

### b. Past performance of program

Only 32 students graduated in the past five years (from 2018 – 2022) due to the length of the program and being limited to only starting a new cohort every 19 months.

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

a. Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:

There are no students currently enrolled in the program due to low demand for the 1800-hour program, therefore no students will be affected by the program closure. All students in the last cohort completed the program at the end of Spring 2022. The program closure will be communicated via a statement in the College catalog and on the program webpage.

#### b. Indicate plans for personnel affected, including number of FT and PT faculty and staff:

There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's Diesel programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

# c. Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:

There is minimal impact to facilities, equipment, LLRC and budgets. The 1800-hour Diesel Service Technology (5457A) program has not had robust enrollment for the last 4 years. The budget and all existing facilities, equipment, and LLRC will continue supporting the College's remaining Diesel programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

d. Describe the effect this termination will have on existing programs: (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is minimal impact on existing programs. While the 1800-hour Diesel Service Technology (5457A) program has seen declining enrollment due to low demand for the last four years, the existing programs are not negatively impacted. The shorter program options are realizing higher demand and completion rates and anticipate graduating 18 students in 2023. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining Diesel programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

# District Board of Trustees



#### Consent Agenda Items – Curriculum Program Termination

Date of Submission: Date

Date of DBOT Decision: Date

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. Academic and Career Community: Industry, Manufacturing, Construction
- b. Program Name: Automotive Service Technology (5458A)
- c. Individual(s) Responsible for Termination of Program: Kimberly Lea, PhD, Academic Dean
- d. Effective Term/Year for program closure (no new enrollment): 052023
- e. Type of Curriculum Action: Termination
- f. Campus(es) Offered: 🛛 Lake Worth 🗆 Boca Raton 🗆 Palm Beach Gardens 🗆 Belle Glade 🗆 Loxahatchee
- g. This program has a specialized accreditation (in addition to SACSCOC) that need to be notified: Yes\*
- h. **This program has articulation agreements with other institutions:** No \* \*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

#### a. Justification (and alignment with College Mission and Goals)

The decision to close the Automotive Service Technology (5458A) program is due to declining demand. This 1800-hour program has experienced a decrease in enrollment over the past 5 years and does not meet the needs of the community. PBSC offers two shorter Automotive Service training programs, Automotive Service Technician CCP 1050 Hours (5463) & Automotive Repair Technician CCP 600 Hours (5451), which lead to more rapid and flexible credentialing options and earlier career entry for students, while meeting our business partner and community needs.

#### b. Past performance of program

This 1,800 hours program graduated 129 students out of 132 enrolled in the past five years (February 2018 -I February 2023).

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

a. Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:

There are no students currently enrolled in the program due to low demand for the 1800-hour program. The last cohort completed in February 2023, therefore no students will be affected by the program closure. All students in the last cohort completed the final three courses of the program (AER0299, AER0399 and AER0499) by the beginning of Spring 2023. The program closure will be communicated via a statement in the College catalog and on the program webpage.

- b. Indicate plans for personnel affected, including number of FT and PT faculty and staff: There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's Automotive programs: Automotive Service Technician CCP 1050 Hours (5463) & Automotive Repair Technician CCP 600 Hours (5451).
- c. Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:

There is no impact to facilities, equipment, LLRC and budgets. All existing facilities, equipment, LLRC and budget will continue to be used to support the College's remaining Automotive programs: Automotive Service Technician CCP 1050 Hours (5463) & Automotive Repair Technician CCP 600 Hours (5451).

d. Describe the effect this termination will have on existing programs: (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is no impact to existing programs. The closure of the 1800-hour program will not affect the remaining Automotive programs, which are seeing increased demand. All existing facilities, equipment, faculty and staff will continue supporting the College's remaining Automotive programs: Automotive Service Technician CCP 1050 Hours (5463) & Automotive Repair Technician CCP 600 Hours (5451).

# District Board of Trustees



#### Consent Agenda Items – Curriculum Program Termination

Date of Submission: Date

Date of DBOT Decision: Date

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. Academic and Career Community: Industry, Manufacturing, Construction
- b. Program Name: Heavy Equipment Service Technician (5456)
- c. Individual(s) Responsible for Termination of Program: Kimberly Lea, PhD, Academic Dean
- d. Effective Term/Year for program closure (no new enrollment): 052023
- e. Type of Curriculum Action: Termination
- f. Campus(es) Offered: 🗆 Lake Worth 🗆 Boca Raton 🗆 Palm Beach Gardens 🛛 Belle Glade 🗆 Loxahatchee
- g. This program has a specialized accreditation (in addition to SACSCOC) that need to be notified: Yes\*
- h. **This program has articulation agreements with other institutions:** No \* \*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

#### a. Justification (and alignment with College Mission and Goals)

The decision to close the Heavy Equipment Technician (5456) program is due to declining demand. This 1800-hour program has experienced a decrease in enrollment over the past 5 years and does not meet the needs of the community. Closure of this 1800-hour program will not impact student or industry needs since the College offers Automotive and Diesel Service programs of varying program lengths and technical specializations that provide greater flexibility for students to earn a credential while also meeting our business partner and community needs.

#### b. Past performance of program

From 2018 – 2022 there have been only 18 graduates. This program has not had enrollment since it was interrupted by COVID.

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

a. Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:

There are no students currently enrolled in the program due to low demand for the 1800-hour program, therefore no students will be affected by the program closure. All students in the last cohort completed the program in 2021. The program closure will be communicated via a statement in the College catalog and on the program webpage.

#### b. Indicate plans for personnel affected, including number of FT and PT faculty and staff:

There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's remaining transportation programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

# c. Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:

There is minimal impact to facilities, equipment, LLRC and budgets. The 1800-hour Heavy Equipment Service Technician (5456) program has seen declining enrollment due to low demand and has not had enrollment since 2022. The budget and all existing facilities, equipment, LLRC will continue to be used to support the College's remaining transportation programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

d. Describe the effect this termination will have on existing programs: (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is minimal impact on existing programs. The 1800-hour Diesel Service Technology (5457A) program has seen declining enrollment due to low demand. The remaining transportation programs are not impacted by the removal of this longer 1800-hour program option, and they are seeing increased demand. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining programs: Diesel System Technician I CCP 1050 Hours (5468) & Diesel Technician CCP 600 Hours (5452).

Date: November 21, 2023

**To:** Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject:Approve 2023/2024 Unexpended Plant Fund 7 Adjusting Amendment Staff<br/>Contact: Mr. James E. Duffie, Vice President, Finance & Administration

# Summary:

**Background/Pertinent Facts:** The timing requirements of budget preparation necessitates an annual adjusting amendment to Fund 7 budget to include the following information that is not available at the time of budget preparation:

- Encumbrance carry forward of budget associated with open purchase orders as of June 30, 2023
- Adjustment of the estimated project balances to include actual activity from the time of budget prep to fiscal year end
- Budget expenditures for actual revenue received through June 30, 2023
- Adjust beginning fund balance to reflect the actual fund balance at fiscal year end of June 30, 2023
- Adjust ending fund balance to reflect all the above information now added

# Financial Impact: N/A

**Strategic Goal(s) Addressed:** We will create a learning environment committed to the success of every student and employee.

Duration of Contract: N/A

**RECOMMEND:** Approval

**RECOMMEND:** Approval

# Attachments:

2023-2024 Unexpended Plant Fund 7 Adjusting Amendment

# Approval: Ava L. Parker, J.D., President

Palm Beach State College	
Budget Summary	
Fiscal Year: 2023-2024	

		Unexpended Plant Fund 7	
Funds Balance, July 1		\$	96,562,975.73
Add:	2023/2024 Estimated Revenues		8,700,000.00
	Total Available		105,262,975.73
Deduct:	Budgeted Expenditures		99,821,270.53
Estimated Fund Balance	e, June 30, 2024	\$	5,441,705.20

Palm Beach State College	
Budget Summary	
Fiscal Year: 2023-2024	

	Ur	nexpended Plant Fund 7
Fund Balance, July 1	\$	96,562,975.73
Add: 2023/24 Estimated Revenues Local Funds (Estimate) Fees and Interest License Tag Fees (Estimate) Public Education Capital Outlay (Deferred Maintenance)		5,250,000.00 450,000.00 <u>3,000,000.00</u> 8,700,000.00
Total Available		105,262,975.73
Deduct: Budgeted Expenditures Unallocated Balance Anticipated as of June 30, 2024	Ś	<u>99,821,270.53</u> 5,441,705.20
		, ,

# Fund 7 Budget Summary Detail For Fiscal Year 2023-2024

#### **Funds Available** From Prior Year Local Funds 23,755,270.91 Student Capital Improvement Fees 23,164,243.77 License Tag Fees 3,551,540.35 Public Education Capital Outlay 46,091,920.70 96,562,975.73 2023-24 Funding Local Funds (Estimate) Fees and Interest 5,250,000.00 Capital Outlay & Debit Service (Estimated License Tag Fees) 450,000.00 Public Education Capital Outlay (Emergency Response Training Center) 3,000,000.00 8,700,000.00 **Total Available Funding** 105,262,975.73 **Projects** Student Capital Bond Principal/Interest 23-24 1,234,495.50 **Technology Refresh** 2,283,729.74 Security Initiatives 757,769.18 Deferred Maintenance 25,932,472.69 Remodeling and Renovation 14,698,330.46 255,070.59 Master Planning New Dental Health 54,659,402.37 **Total Anticipated Allocations** 99,821,270.53

#### Unallocated Balance Anticipated as of June 30, 2024

5,441,705.20

#### PALM BEACH STATE COLLEGE ANALYSIS OF PLANT FUND EXPENDITURES FOR THE 2023/2024 FISCAL YEAR

#### RECAPITULATION BY SOURCE

PECO FUNDS	CAPITAL BONDS	STUDENT CAPITAL FEES BOND	LICENSE TAG FEES	OTHER	TOTAL FUNDS
46,091,920.70	0.00	0.00	3,551,540.35	46,919,514.68	96,562,975.73
	0.00	0.00			0.00
3,000,000.00			450,000.00	5,250,000.00	8,700,000.00
					0.00 0.00
(49,091,920.70		0.00	(3,551,540.35)	(47,177,809.48)	(99,821,270.53)
0.00	0.00	0.00	450,000.00	4,991,705.20	5,441,705.20

#### EXPENDITURES BY PROJECT AND SOURCE

TOTAL FUNDS	OTHER	LICENSE TAG FEES	STUDENT CAPITAL FEES BOND	CAPITAL BONDS	PECO FUNDS
3,019,128.13	3,019,128.13				
19,000,000.00	19,000,000.00				
1,928,896.25	1,928,896.25				
-	-				
223,142.92	223,142.92				
10,247,768.65	10,247,768.65				
354,833.49	354,833.49				
1,234,495.50	1,234,495.50				
4,383,235.38	4,383,235.38				
6,720,767.83	6,720,767.83				
2,760,452.74	., .,				2,760,452.7
25,000,000.00					25,000,000.0
18,329,777.00					18,329,777.0
3,000,000.00					3,000,000.0
1,690.96					1,690.9
3,515,714.25		3,515,714.25			.,
35,826.10		35,826.10			
21,172.67	21,172.67				
44,368.66	44.368.66				
99,821,270.53	47,177,809.48	3,551,540.35	0.00	0.00	49,091,920.7

#### **BEGINNING BALANCE 7/01/23**

BOND PROCEEDS/RESERVE

ADD: REVENUE

TRANSFER IN TRANSFER OUT

DED: EXPENDITURES

#### ENDING BALANCE 6/30/24

#02 - LOCAL FUNDS - Master Planning, Deferred Maint, Security Initiatives #02 - LOCAL FUNDS - Loxahatchee Medical Dental Building

- #02 LOCAL FUNDS Technology Refresh #47 STUDENT CAPITAL IMPROVEMENT FEES New Student Services Bldg
- #47 STUDENT CAPITAL IMPROVEMENT FEES Master Planning #47 STUDENT CAPITAL IMPROVEMENT FEES Renovation/Remodel
- #47 STUDENT CAPITAL IMPROVEMENT FEES Technology Refresh
- #47 STUDENT CAPITAL IMPROVEMENT FEES 2022/2023 Bond Payment
- #47 STUDENT CAPITAL IMPROVEMENT FEES DENTAL at Loxahatchee
- #47 STUDENT CAPITAL IMPROVEMENT FEES Deferred Maintenance
- #17 Public Education Capital Outlay FY18 DENTAL HEALTH Loxahatchee
- #17 Public Education Capital Outlay FY23 DENTAL HEALTH Loxahatchee #17 Public Education Capital Outlay FY23 Deferred Maintenance

#17 - Public Education Capital Outlay - Emergency Response Training Center

Kashi and Eukardian equation and a margeney response running Central #63 - GENREN/REN/M&R/STET [MP (SUM OP DIGITS) Capital Outlay & Debit Service (License Tag Fees) - Loxahatchee Capital Outlay & Debit Service (License Tag Fees) - Remodeling & Renovation

L-731 - EQUIPMENT ALL DEPARTMENTS

L-90x - Parking Decal TOTAL

Date:November 21, 2023To:Members of the District Board of TrusteesFrom:Ava L. Parker, J.D., PresidentSubject:First Reading - Amendment to Board Policy 6Hx-18-4.46 Responsibilities<br/>of Property Custodian Staff Contact: Mr. James E. Duffie, Vice President,<br/>Finance and Administration

Category: Policy

# Summary:

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-4.46 Responsibilities of Property Custodians is being recommended for revision to give authority to the President or designee and to simplify at the procedural level. Also refer to policy 6Hx-18-4.47 Lost or Stolen Property which is recommended for repeal.

# Financial Impact: N/A

**Strategic Goal(s) Addressed:** Collaboration: We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth. Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

# Duration of Contract: N/A

**RECOMMEND:** For Information Only

Attachments:

REDLINED-First Reading-6Hx-18-4.46\_Responsiblities\_of\_Property\_Custodians

Approval: Ava L. Parker, J.D., President

# Palm Beach State College

# **Board Policy**

TITLE	Responsibilities of Property- CustodiansProperty Control	<b>NUMBER</b> 6Hx-18-4.46
LEGAL AUTHORITY	1001.61 FS, 1001.64 FS <u>, 274.02 FS</u>	<b>PAGE</b> 1 of 1
DATE ADOPTED/AMENDED	Readopted 2/27/1975; Amended 7/26/1979. 9/15/1985, 12/14/1994, 6/19/2001	

# **Policy:**

Palm Beach State College has a significant investment in property assets, including personal property, real property, and significant software assets, to support its mission.

The President or designee shall track inventory and maintain records of certain property in accordance with Florida Statute 274.02. The disposition action of property will be provided to the District Board of Trustees at least on an annual basis.

The President or designee shall establish and implement procedures to appropriately acquire, track, retain, transfer, trade-in, return, dispose and otherwise manage control of the College's property according to accounting standards, Florida Statutes, and Board Policies.

- 1. <u>Designation</u>: Only the President or designee acting for the District Board of Trustees shall have the authority to designate new property custodians or to relieve a designated property custodian of property control responsibilities.
- 2. <u>Area of Delegation</u>: A property custodian shall be the budget manager and shall be accountable for all property in assigned areas of responsibility at the College.
- 3. <u>Responsibility</u>: A property custodian shall be required to maintain a continuous set of inventory records in the file. These records shall verify the accountability of all equipment under jurisdiction at any particular time. Instructions for the maintenance of inventory records will be issued from the Office of the Vice-President of Administration and Business Services.
- 4. <u>Assistance</u>: A property custodian shall not be permitted to transfer property control responsibility to subordinates. The property custodian may assign personnel to assist but shall be accountable for all property charged to the property custodian.
- 5. <u>Change of Property Custodian</u>: When there is a pending change of a property custodian, the existing property custodian shall be held accountable for all property within the assigned area until there has been a complete inventory and any discrepancies have been traced and reconciled.
- 6. <u>Inventory for Change in Property Custodian</u>: Inventory shall be taken by the property custodian, in conjunction with an additional staff member, using the annual inventory procedure

Date:November 21, 2023To:Members of the District Board of TrusteesFrom:Ava L. Parker, J.D., PresidentSubject:First Reading - REPEAL Amendment to Board Policy 6Hx-18-4.47 Lost or<br/>Stolen Property Staff Contact: Mr. James E. Duffie, Vice President,<br/>Finance and Administration

Category: Policy

#### Summary:

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-4.47 Lost or Stolen Property is being recommended for REPEAL. Associated Board Policy 6Hx-18-4.46 Responsibilities of Property Custodians revision is recommending authority to the President or designee and to simplify at the procedural level.

# Financial Impact: N/A

**Strategic Goal(s) Addressed:** Collaboration: We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth. Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

# Duration of Contract: N/A

**RECOMMEND:** For Information Only

Attachments:

REDLINED-REPEAL-First Reading-6Hx-18-4.47\_Lost-or-Stolen-Property

# Approval: Ava L. Parker, J.D., President

Palm Beach State Colle	ege	<b>Board Policy</b>
TITLE	Lost or Stolen Property	<b>NUMBER</b> 6Hx-18-4.47
LEGAL AUTHORITY	F.S. 1001.64	<b>PAGE</b> 1 of 1
DATE ADOPTED/AMENDED	Readopted 2/27/1975; Amended 6/19/2001, 4/09/2013, 10/14/2014	

#### **Policy:**

#### Recommend REPEAL of this policy

1. Lost or stolen property items shall be accountable through procedures directed by the President.

- If the property is not recovered within one month, a written recommendation as to the final disposition of said property shall be presented to the District Board of Trustees for action. Incidents of negligence on the part of the property custodian may result in personal liability in the manner preseribed by law.
- 3.1.Action taken by the District Board of Trustees shall be recorded in the official minutes and a copy of the minutes shall be addressed to the Procurement Director (6Hx-18-4.46) for the inactivation of specified property records or for other action as may be prescribed by the District Board of Trustees.

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**Date:** November 21, 2023

**To:** Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject: Accept Report: First Quarter FY 2023-2024 Procurement Report July 1, 2023 through September 30, 2023 Staff Contact: Ms. Jennifer Alvarez, Procurement Director

### Summary:

**Background/Pertinent Facts:** DBOT Policy **6Hx-18-1.31(7b)**, Contracting Authority, specifies the President's authority to sign or otherwise execute contracts for commodities and services the total value of which is under \$325,000 (the threshold amount noted in Florida Statue 287.017 Category Five). Pursuant to the same Policy **6Hx-18-1.31(8)**, administration will provide quarterly reports of procurement activities to the Board.

The attached quarterly reports represent all purchase orders and supplier contracts for the quarter ending September 30, 2023 for commodities and services based on the results of various competitive processes:

- Purchase Order Report by Supplier Lists all Suppliers issued Purchase Orders for the quarter, the total amount of those orders for each Supplier, and the number of orders for each Supplier.
- Supplier Contract Report Lists all Suppliers with Contracts for the quarter and is sorted by amount.

An annual 'quarter to quarter' comparison of purchase orders and supplier contracts is provided below. For the quarter, the top fifty suppliers account for about 78% of the total college purchase orders. An annual 'quarter to quarter' comparison of purchase orders and supplier contracts is provided below:

1ST QUARTER (QTR) PURCHASE ORDER COMPARISON										
DATE	TOTAL TRANSACTIONS	TOTAL								
FY23	967	\$10,712,996								
(07/01/2022-09/30/2022)										
FY24 (07/01/2023 – 09/30/2023)	1321	\$21,090,919								

1ST QUARTER (QTR) SUPPLIER CONTRACT COMPARISON										
DATE	NUMBER OF CONTRACTS	TOTAL								
FY23 (07/01/2022 – 09/30/2022)	208	\$8,402,979								
FY24 (07/01/2023 – 09/30/2023)	24	\$7,981,514								

**Financial Impact:** All Purchase Orders and Supplier Contracts included in the quarterly reports were approved in the FY2024 Budget appropriations and approved through District Board of Trustees action.

**Strategic Goal(s) Addressed:** Expand. Ensure growth by attracting and retaining students through effective alignment of programs, services, and resources for a changing marketplace.

Duration of Contract: Not Applicable.

**RECOMMEND:** Approval

#### Attachments:

- Q1 Purchase Order Report July 1 2023 Sept 30 2023
- Q1 Supplier Contract Report July 1 2023 to Sept 30 2023

Approval: Ava L. Parker, J.D., President

#### Purchase Order Report 1st Quarter FY2024

		Count of	Sum of	Percent
ltem	Suppliers	Purchase	Purchase	of Total
		Orders	Orders	Spend
1	ABM Industries, Inc	2	\$2,246,735.36	10.65%
2	City Of Lake Worth	1	\$1,932,700.00	9.16%
3	Florida Power & Light	6	\$1,374,400.00	6.52%
4	K & M Electric Supply Inc.	2	\$1,149,161.26	5.45%
5	Workday Inc	4	\$738,521.00	3.50%
6	Cemex Inc. D/B/A	2	\$731,960.27	3.47%
7	World Electric Supply	1	\$655,387.73	3.11%
8	Shi International Corp	15	\$642,498.35	3.05%
9	School Board Of Palm Beach County, Florida	3	\$513,762.81	2.44%
10	All-Site Construction, Inc.	1	\$422,852.30	2.00%
11	PILOT STEEL, INC.	1	\$416,000.00	1.97%
12	Compass Group Usa Inc	22	\$412,982.71	1.96%
13	Ferguson Enterprises LLC dba Ferguson Waterworks	2	\$382,852.97	1.82%
14	Dell Computer Corporation	5	\$362,441.92	1.72%
15	Precision Air Systems, Inc.	2	\$296,147.97	1.40%
16	Florida Atlantic University	3	\$252,944.00	1.20%
17	Enterprise FM Trust	1	\$243,862.52	1.16%
18	Kaplan Companies Inc.	1	\$218,375.00	1.04%
19	Compuquip Technologies LLC	2	\$213,575.99	1.01%
20	Lehman Pipe and Plumbing Supply, Inc.	1	\$212,486.16	1.01%
21	Cyberbit, Inc.	1	\$195,000.00	0.92%
22	Cae Healthcare	2	\$184,927.28	0.88%
23	Teamdynamix Solutions LLC	1	\$166,191.52	0.79%
24	Board Of County Commissioners Of Pb Cty	3	\$160,000.00	0.76%
25	Paychex Investment Partnership Lp	2	\$151,659.00	0.72%
26	Tgi Office Automation LLC	3	\$141,700.00	0.67%
27	EdCERT, LLC dba ACUE	1	\$138,000.00	0.65%
28	Lake Welding Supplies Inc	4	\$117,266.32	0.56%
29	Cdw Computer Systems, Inc.	14	\$109,720.21	0.52%
30	U.S. Concrete Products, Corp.	1	\$109,351.00	0.52%
31	Kaltura Incorporated	1	\$108,626.51	0.52%
	Innovate Audio Visual, Inc.	3	\$101,050.00	0.48%
	T-Mobile USA, Inc	4	\$97,750.92	0.46%
	General Insulation Co. Inc.	1	\$93,657.00	0.44%
	Modo Labs, Inc.	1	\$92,924.00	0.44%
36	TK Elevator	1	\$92,731.88	0.44%
37	Straight Forward Systems Inc	1	\$91,200.00	0.43%
38	Commonwealth Ammunition	1	\$85,000.00	0.40%
39	Palmdale Oil Company, Inc.	1	\$79,000.00	0.37%
40	Follett Higher Education Group, LLC	3	\$77,330.00	0.37%
41	Anthology fka Campus Labs Inc	1	\$76,187.00	0.36%
42	WorkED Consulting LLC	4	\$74,250.00	0.35%
43	Ivy.ai, Inc.	1	\$74,099.00	0.35%
44	Info-Tech Research Group Inc	2	\$73,607.05	0.35%
45	Transact Campus Inc.	1	\$71,540.95	0.34%
46	CollegeNET, Inc.	1	\$70,850.86	0.34%
47	Farmer & Irwin Corp	2	\$70,485.00	0.33%
48	Turnitin, LLC	1	\$69,728.50	0.33%
49	Waste Management Of Martin County	3	\$68,575.00	0.33%
50	Amazon.com Services, Inc.	201	\$64,348.94	0.31%
	Subtotal Top 50 Suppliers	343	\$16,526,406.26	78.36%
	Other Suppliers			
	••	978	\$4,564,513.05	21.64%
	Total 1st Quarter FY2024 Purchase Orders	1321	\$21,090,919.31	100.00%

ltem	Supplier	Total Amount of Supplier Contracts	Total Number of Supplier Contracts
1	ABM Industries, Inc	\$4,801,956.06	1
2	Airgas Inc	\$400.00	1
3	Alertus Technologies, LLC	\$110,929.63	1
4	Carter-Pritchett Advertising	\$14,400.00	1
5	Class Technologies, Inc.	\$87,000.00	1
6	Collaborative Solutions LLC	\$180,800.00	1
7	Commonwealth Ammunition	\$85,000.00	1
8	Companion Data Services, LLC	\$163,822.40	1
9	Concept3D	\$87,936.00	1
10	Dell Computer Corporation	\$1,134,906.31	1
11	FI Air Conditioning Apprentiship Assoc.	\$325,000.00	1
12	Geotab USA, Inc.	\$23,415.00	1
13	Gold Coast Physical Therapy Assoc Inc	\$22,500.00	1
14	Independent Electrical Contractors, Inc F.E.C.C.	\$255,000.00	1
15	JuCoby Todd dba JuCoby Cares Corporation Inc.	\$27,000.00	1
16	Landauer Inc.	\$4,300.00	1
17	LEGO Construction Co.	\$18,650.00	1
18	Nexair LLC	\$3,000.00	1
19	Patti Bartels	\$50,000.00	1
20	Proeducation Solutions, LLC	\$275,000.00	1
21	Straight Forward Systems Inc	\$91,200.00	1
22	Workday Inc	\$169,299.00	1
23	WorkED Consulting LLC	\$50,000.00	1
	Total of Supplier Contracts 1st Quarter FY2024	\$7,981,514.40	23

Date:November 21, 2023To:Members of the District Board of TrusteesFrom:Ava L. Parker, J.D., PresidentSubject:Financial Review and Analysis Staff Contact: Mr. James Duffie, Vice<br/>President, Finance and AdministrationCategory:Report

Summary:

**Background/Pertinent Facts:** This agenda item provides a snapshot of the month-end budget and actual revenues and expenses as of 10/31/2023.

The College continues to closely monitor revenues and expenses, paying close attention to enrollment data as it relates to revenue.

The Preliminary and Tentative Audit Findings will also be discussed at the Board's request.

# Financial Impact: N/A

**Strategic Goal(s) Addressed:** Collaboration - We will cultivate dynamic collaborations that leverage our students' impact on our community's economic and social growth.

Duration of Contract: N/A-Monthly Report

**RECOMMEND:** For Information Only

Attachments:

Budget.Analysis.October.31.2023

Approval: Ava L. Parker, J.D., President

# Palm Beach State College For the Four Months Ending October 31, 2023

	2023/24 Proposed <u>Budget</u>	Year to Date <u>10/31/2023</u>	% Current to Original <u>Budget</u>
Revenues:			
Student Tuition & Fees	\$ 71,979,043	\$ 34,704,802	48%
Less: Legislative Fee Waivers	(17,062,040)	(8,856,711)	52%
Net Student Tuition & Fees	\$ 54,917,003	\$ 25,848,091	47%
Dual Enrollment Fees	\$ 2,000,000	\$ 18,226	1%
State Government:			
FL College System Program Fund	\$ 65,047,135	\$ 21,682,378	33%
Lottery	13,961,552	4,653,851	33%
Performance Funding	1,524,062	508,021	33%
Other	2,396,533	632,227	26%
Total State Government	\$ 82,929,282	\$ 27,476,477	33%
Federal Government	551,500	394,285	71%
Private Grants/Contracts	200,000	273,094	137%
Sales and Services	1,200,000	440,893	37%
Interest and Dividends & Gain/Loss on Investments	200,000	579,291	290%
Other Revenues	390,000	39,824	10%
Non-Revenue Receipts	1,139,500	-	0%
Total Revenue	\$ 143,527,285	\$ 55,070,181	38%
Expenditures:			
Compensation by Employment Category			
Instruction	\$ 26,644,732	\$ 7,105,181	27%
Instructional - Overload	3,700,000	1,717,603	46%
Adjunct Instructional	12,129,000	3,780,421	31%
Instructional Management	2,459,000	845,250	34%
Institutional Management	1,505,000	419,067	28%
Executive Management Other Professional	2,277,000	904,748 7,063,673	40% 37%
Staff Part Time	19,040,000 2,700,000	705,641	26%
Technical, Clerical Trade and Service	14,839,000	4,469,336	30%
Student Assistants	300,000	81,627	27%
Contingency - Budget Only	500,000	-	0%
Total Compensation by Categories	\$ 86,093,732	\$ 27,092,547	31%
Benefits	23,478,627	8,200,896	35%
Total Compensation and Benefits	\$ 109,572,359	\$ 35,293,443	32%
Current Expenses			
Professional Development, Travel, & Mileage	\$ 734,787	\$ 209,757	29%
Freight and Postage	80,706	32,214	40%
Telecommunications	207,289	100,644	49%
Printing	137,576	20,998	15%
Repairs and Maintenance	2,091,088	577,636	28%
Rentals	309,372	17,988 2,196,383	6% 77%
Insurance Utilities	2,869,270 3,891,998	1,340,269	34%
Other Services	6,745,205	1,585,530	24%
Professional Fees	1,612,502	740,796	46%
Materials and Supplies	4,199,352	567,963	14%
Data Software - Non Capitalized	3,952,660	3,904,897	99%
Maintenance and Construction Materials	292,926	91,413	31%
Other Materials and Supplies	853,814	338,330	40%
Library Resources	663,082	216,169	33%
Scholarships and Waivers Other Expenses	2,562,081 1,001,218	1,001,040 (20,707)	39% -2%
Contingency	500,000	(20,707)	-2%
Total Current Expenses	\$ 32,704,926	\$ 12,921,320	40%
Total Equipment	1,250,000	197,280	16%
Total Expenditures	\$ 143,527,285	\$ 48,412,043	34%
Net Revenue (Expense)	\$	\$ 6,658,138	

Date: November 21, 2023

To: Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

- **Subject:** Planning and Construction Projects Status Report Dated November 1, 2023 Staff Contact: Mr. Kirk Stetson, Manager, Facilities, Planning and Construction
- Category: Report

# Summary:

**Background/Pertinent Facts:** This report provides a monthly overview of all Facilities District Planning and Construction projects collegewide. Project categories include Study Phase, Design Phase and Construction Phase. The following Report Summary highlights the projects that are in the Active Construction Phase. The attached Active Planning & Construction Projects – Status Report provides more detail on each project.

# November 1, 2023 – Report Summary

# DISTRICT

- 7 projects
- 3 projects active construction
  - Classroom Tech Phase 3 (all campuses)
  - Active Learning Studios Phase 1 (all campuses)
  - Cash Drop Boxes (all campuses)

# LAKE WORTH CAMPUS

- 17 projects
- 5 projects active construction
  - Bldg ETA 128 SIM Lab Remodel
  - Bldg PSD 540 EMT Lab Remodel
  - Bldg CM 124 HVAC Chiller #1 Replacement
  - Bldg CM 124 HVAC Fan Coil Temp Control
  - SITE 6<sup>th</sup> Avenue Phase 1B QUAD

# PALM BEACH GARDENS CAMPUS

- 12 projects
- 2 projects active construction
  - Bldg TGL 300 TMRW Sports
  - Bldg AD 101 Stormwater Drainage

# BELLE GLADE CAMPUS

- 2 projects
- no projects active construction
- BOCA RATON CAMPUS
  - 7 projects
  - 2 projects active construction
    - Bldg CB 100 HVAC Upgrades/IAQ
    - Bldg BT 104 Massage Therapy Lab Electric

# LOX GROVES CAMPUS

- 1 project
- 1 project active construction
  - Bldg 102 NEW Dental & Medical Tech building

# 46 Total projects tracking 13 Projects in construction All contract construction projects "<u>on Schedule</u>" and "<u>on Budget</u>"

**Financial Impact:** Not Applicable to this report. Impact to construction and maintenance funding is significant and estimated for each project reported.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Not Applicable to this report, which is updated weekly for submission and review by Finance and Administration.

**RECOMMEND:** For Information Only

Attachments:

Planning and Construction Projects Schedule dated November 1, 2023

Approval: Ava L. Parker, J.D., President

# Active Planning & Construction Projects - STATUS REPORT 1 Lake Worth Campus

	DISTRICT												
No.	Project	Building	Туре	Status	Design Services	Des	ign Cost	Design Schedule	Construction Services	Est 0	Const Cost	Const Schedule	Funding
1	Clsrm TECH Phase 3	Multiple	ELEC	EQPT	OCI	\$	39,275	COMPLETE	Black DIAMOND	\$	273,658	PENDING IT/AV	CARES
2	Clsrm TECH Phase 4	Multiple	ELEC	PEND	OCI		TBD		GC Pool BID	TBD	1	PENDING	CARES
3	Active Lrn'g Studios PH1	Multiple	REM		Synalovski	\$		COMPLETE	PROCTOR Construction	\$		PENDING IT/AV	CARES/FIPSE/F7
4	Active Lrn'g Studios PH2	Multiple	REM		Synalovski	Ş		COMPLETE	GC Pool BID	TBD		TBD	CARES/FIPSE/F7
	DIST-WaterCoolerReplacmnt PH2	Multiple	PLMB		InHouse		N/A		Sub BIDS	TBD		TBD	CARES
6	Cash Drop Boxes	Multiple	REM		InHouse			COMPLETE	Vendor/InHouse	\$	75,000	9/2023-11/2023	DefMain
7	ERTC	BG/LG	STDY	STDY	Song & Associates	\$	26,350	8/2023-10/2023	TBD	\$	12,000,000	TBD	PECO
	Lake Worth Camp												
1	Bldg ETA 128 - SIM Lab	ETA 128	REM		Harvard Jolly	Ş		COMPLETE	LEGO-PENDING	Ş	2,800,000	GMP-11/30	PECO/Donor
2	Bldg LL 113 - Remodeling	LL 113	REM/ADD	PEND	TBD - RFQ Architect		HOLD		HOLD	HO		HOLD	CIF/PECO
3	Bldg CF105-Re-Roofing	CF 105	ROOF	BID	Harvard Jolly	\$		COMPLETE	TBD	\$	350,000	HOLD - RE-BID	DefMain
4	Bidg PSD 540- EMT Lab	PSD 540	REM	CONST	Synalovski	\$	44,000	COMPLETE	InHouse/Sub BIDS	\$	385,000	COMPLETE	CIF/PECO
5	Bldg CM124-Chiller #1Replacemnt	CM 124	HVAC	CONST	CAPE	\$	34,187	COMPLETE	Precision Air	\$	795,798	8/2022-10/2023	CO&DS
6	Bidg ITB118-AHU Replacement	ITB 118	HVAC	BID	JLRD	\$	41,743	COMPLETE	MECH Pool BID	\$	297,443	TBD	Millage+DefMn
7	Bldg CM124-FanCoil Temp Cntrl	CM 124	HVAC	CONST	CAPE	\$	26,206	COMPLETE	Precision Air		incl ABOVE	PENDING	DefMain
8	Bidg FN110-AHU Replacement	FN 110	HVAC	BID	CAPE	\$	19,536	COMPLETE	MECH Pool BID	\$	120,000	TBD	DefMain
9	SITE-6th Avenue Phase 1A -QUAD	SITE	SITE	CLOSE	WannemacherJensen	\$	78,000	Phase 1A-DEMO	ALL-SITE Construction	\$	450,870	COMPLETE	CIF/PECO
9.1	SITE-6th Avenue Phase 1B -QUAD	SITE	SITE	CONST	WannemacherJensen	\$	238,231	Phase 1B-QUAD	ALL-SITE Construction	\$	2,300,000	11/2023-3/2023	CIF/PECO
10	SITE-6th Avenue Phase 2 -ENTRY	SITE	SITE	DESIGN	WannemacherJensen		TBD	Phase 2-ENTRY	ALL-SITE Construction	\$	2,600,000	TBD	CIF/PECO
11	Bidg HI 100 - HISTORIC REM	HI 100	REN	DESIGN	Song & Associates	\$	74,500	11/2023-1/2024	GC Pool BID		TBD	TBD	DefMain
12	SITE-26KVA Electrical Extension	SITE	ELEC	DESIGN	OCI	\$	12,570	COMPLETE	TBD		TBD	TBD	DefMain
13	Bldg ETA128-Cosmetology ELEC	ETA 128	ELEC	DESIGN	Levinson PE			COMPLETE	TBD	TBD	)	TBD	DefMain
14	Sports Master Plan	SITE	STUDY	PLAN	HKS	\$	54,000	7/2023-9/2023	N/A	N/A	L	N/A	Foundation
15	LOWES-Trades Innovation CNTR	ETA 128	STUDY	PLAN	HKS	\$	25,000	COMPLETE	RFQ for CM	TBD	)	TBD	Donation
16	SITE-Baseball Stormwater Drnge	SITE	STUDY	DESIGN	KEITH	\$	39,750	HOLD	HOLD		HOLD	HOLD	DefMain
17	E-Sports Remodel	CRA 210	REM	DESIGN	InHouse		N/A	11/2023-12/2023	InHouse/Sub BIDS		TBD	TBD	CIF/PECO
	LEGEND: NEW = New Construction;	REM = Rem	odeling; REN	= Renovatio	n; HVAC = Air Condition	ing I	Projects; Sl	TE = Site related Work;	RED = Changes since last r	eport			•
	Italicized Costs represent "Estimate	es" <i>\$10,000</i>											

11/1/2023

A	<i>ctive</i> Planning & Construction Projects - STATUS REPORT 11/1/2023												
4	Palm Beach Gardens Campus												
No.	Project	Building	Туре	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding		
L1	Bldg TGL 300 - TMRW Sports	TGL 300	NEW	CONST	O-SPORTS	N/A	COMPLETE	RR Simmons	\$ 11,000,000	5/2023-12/2023	N/A		
1	Bldg AD 101 - Stormwater Drainage	AD 101	SITE	CONST	KEITH	\$ 19,500	COMPLETE	BIDDING	\$ 367,000	TBD	DefMain		
2	Bldg AD 101 - Structural STUDY	AD 101	STDY	STDY	CAPE	\$ 12,331	COMPLETE	TBD	TBD	TBD	DefMain		
3	Bldg AU 108 - Structural STUDY	AU 108	STDY	STDY	CAPE	\$ 6,497	COMPLETE	TBD	TBD	TBD	DefMain		
4	Bldg AA 102 - CHW Piping	AA 102	HVAC	DESIGN	CAPE	\$ 6,824	COMPLETE	TBD	TBD	TBD	DefMain		
5	Bldg CM 118 - Cooling Tower REN	CM 118	REN	PEND	N/A	N/A	N/A	TBD	TBD	TBD	DefMain		
6	Bldg LC 107 - Respiratory Care	LC 107	REM	DESIGN	BEA Architects		2/2023-10/2023	GC Pool BID	TBD	TBD	TBD		
7	Bldg CM 103-Generator Replace	CM103	EQPT	DESIGN	SGM	\$ 10,400	4/2023-10/2023	TBD	TBD	TBD	DefMain		
8	Bldg AD 101 - Structural STUDY	AD 101	STDY	STDY	CAPE	\$ 12,331	COMPLETE	TBD	TBD	TBD	DefMain		
9	Bldg AD 101 - Design STUDY	AD 101	STDY	STDY	Song & Associates	\$ 10,250	PENDING	TBD	TBD	TBD	TBD		
		AU 108	STDY	-	CAPE		COMPLETE	TBD	TBD	TBD	DefMain		
11	Bldg AU 108 - Re-Roof (Upper)	AU 108	ROOF	PEND	TBD	TBD	TBD	TBD	TBD	TBD	DefMain		

6	Belle	Glade	Center
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No.	Project	Building	Туре	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	Bldg AU 103-HVAC Upgrade	AU 103	HVAC	PEND	SGM	\$ 9,640	TBD	MechPool BID	TBD	PENDING BIDS	CO&DS
2	FL Broadband Community Project	CRA 100	STDY	GRANT	InHouse	N/A	4/2023-10/2023	TBD	TBD	TBD	GRANT

9	Boca Raton Campus												
No.	Project	Building	Туре	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding		
1	Bldg BT104-HVAC Upgrade	BT 104	HVAC	BID	SGM	\$ 9,640	COMPLETE	TBD	\$ 65,000	TBD	Millage		
2	Bldg AD 102-Offices	AD 102	REM	PEND	InHouse	N/#	TBD	TBD	TBD	TBD	TBD		
3	Bldg AD 102Rms AD 106/107 REM	AD 102	REM	PEND	InHouse	N/#	TBD	TBD	TBD	TBD	TBD		
4	Bldg AD 102-Panthers Closet/Pntry	AD 102	REM	CLOSE out	Gurri Matute	\$ 14,765	COMPLETE	InHouse/Subs	TBD	COMPLETE	Donor		
5	Bldg CB 100-HVAC Upgrades/IAQ	CB 100	HVAC	CONST	SGM	\$ 13,325	COMPLETE	FASTRACK MCI	\$ 863,737	12/2023-3/2024	CARES		
6	Bldg BT 104-Engineering TECH	BT 104	REM	DESIGN	Gurri Matute	\$ 18,900	COMPLETE	TBD	TBD	TBD	CIF/PECO		
7	Bldg BT 104-Massage ELEC	BT 104	ELEC	CONST	OCI	\$ 3,835	COMPLETE	Jack's Electric	\$ 47,500	7/2023-11/2023	CIF/PECO		

10	Loxahatchee Groves Campus										
No.	Project	Building	Туре	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	NEW-Dental & Medical Tech Bldg	102	NEW	CONST	Zyscovich	\$ 2,517,490	COMPLETE	Kaufman Lynn	\$ 54,450,000	6/2023-1/2025	PECO-Fund 7

Date:	November 21, 2023
То:	Members of the District Board of Trustees
From:	Ava L. Parker, J.D., President
Subject:	Quarterly Human Resources Executive Summary from July 1, 2023 to
	September 30, 2023.
	Staff Contact: Mr. Michael Pustizzi, Chief Human Resources Officer

# Summary:

**Background/Pertinent Facts:** The Human Resources Quarterly Report provides a summary of appointments, transfers, promotions, demotions, retirements, departures, and temporary assignments from July 1, 2023, to September 30, 2023, for the District Board of Trustees review.

**Financial Impact:** The report contains replacement positions, which have been approved during the budget process.

**Strategic Goal(s) Addressed:** The College will advance a constant commitment to excellence in teaching and learning.

Duration of Contract: N/A

**RECOMMEND:** Approval

Attachments: Exec Summary 11.2023

Approval: Ava L. Parker, J.D., President

# Executive Summary

# Human Resource Actions | Board Agenda

# November 21, 2023

# Review for the District Board of Trustees of Palm Beach State College for July 01, 2023 – September 30, 2023

The Human Resource Actions provides information on all appointments, transfers, promotions, retirements, and departures for Board approval.

#### New Employees of The College

The following is a total of regular new employees. Below is the breakdown by position category.

Category	# of Employees
Administrator	5
Faculty	16
Staff	36
Total	57

#### Current Employees of The College

The following is a total of employees who were either promoted, transferred or demoted. Below is the breakdown by position category.

Category	# of Employees
Administrator	3
Faculty	2
Staff	21
Total	26

The employment status change breakdown is below:

Category	# of Employees
Promotion	11
Lateral transfer	15
Demotion	0
Total	26

#### Employee Departures

Below is the total of employees who departed from the College. The reason for separation of employment

is listed below.

Category	# of Employees
Retirement	7
Resignation	21
Dismissed or resignation in lieu of termination,	5
Reduction in force	5
Deceased	0
Total	33

# Supplemental Temporary Assignments

The following is a total of employees who have a supplemental assignment as shown below.

Category	# of Employees		
Department Chair	86		
Overload	234		
Student Club/Organization Advisor	6		
Total	326		

# **Temporary Assignments**

The following is a total of temporary employees who have assignments as shown below.

Category	# of Employees
Adjunct Instructor	1308
Athletic Coach	1
Total	1309

Date:	November 21, 2023
То:	Members of the District Board of Trustees
From:	Ava L. Parker, J.D., President
Subject:	Quarterly Litigation Report Staff Contact: Mr. Kevin Fernander, General Counsel

# Summary:

**Background/Pertinent Facts:** This Quarterly Litigation Update reports the College's pending liability claims as of September 31, 2023.

The College is defending two lawsuits and an Equal Employment Opportunity Commission investigation.

**Financial Impact:** This report contains the legal fees incurred in defense of the College. These funds were allocated during the annual budget process.

Strategic Goal(s) Addressed: N/A

**Duration of Contract: N/A** 

**RECOMMEND:** Approval

Attachments: Litigation Report 08/01/23 –11/03/23

Approval: Ava L. Parker, J.D., President

# Palm Beach State College District Board of Trustees Workshop



# Quarterly Litigation Update

Kevin Fernander Office of the General Counsel November 21, 2023

REPORTING PERIOD 08/01/2023 - 11/03/2023









# Claims Per Fiscal Year Professional and General Liability

Fiscal Year	Admin Claims (OCR/EEOC/FCHR)	Letter of Representation	Notice of Intent	Summons & Complaints	Total Opened	Total Closed
2021 - 2022	3	1	2	2	8	4
2022 - 2023	2	0	0	2	4	3
2023 - 2024	0	0	0	2	2	2





# **Litigation Summary**

<u>Claudia Mileydi Gomez Sanchez and Francisca Sanchez (Invitees)</u> – On June 24, 2021, Claimants served via Certified Mail a 768.28 Claim for damages upon the PBSC DBOT for an incident that took place at the Palm Tran Bus Stop located on Campus on May 5, 2021, wherein a student was identified as the potential attacker. The claimant's counsel provided the prerequisite notice pursuant to 768.28, F.S., and demand for insurance information, which was provided by Johns Eastern. No further action to date by the Claimants. Pursuant to F.S. 95.11(3)(a) the claimants have 4 years from the date of the loss to file a suit.

<u>Paul Seal v. PBSC (Visitor)</u> – On March 21, 2023, Plaintiff served the PBSC DBOT a summons and complaint alleging injuries sustained as a result of a trip and fall on February 16, 2022, at the Eissey Campus Theater while attending a concert. The initial 768.28 Claim for damages was initially served on February 24, 2022, and denied by our third-party administrator. The complaint was submitted to the consortium, and defense counsel was assigned on April 28, 2023. The plaintiff served the college with a Request to Produce Discovery, Request for Admission, and Interrogatories on May 30, 2023. The College responded to the discovery requests on July 28, 2023. *The plaintiff's counsel conducted a site inspection on September 13, 2023. On November 1, 2023, the College served its Interrogatories and its request for the production of records to Plaintiff to be answered under oath within thirty (30) days from the date of service.* 

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<u>Keyona Miller v. PBSC (Student)</u> – On June 30, 2023, the pro se Plaintiff filed a lawsuit against Palm Beach State College, alleging her dismissal from the nursing program violated the procedures outlined by the program's Professional Conduct Committee Manual. The complaint was submitted to the consortium, and defense counsel was assigned. *The College filed a Motion to Dismiss Plaintiff's* Complaint with Prejudice on August 9, 2023. The Plaintiff served the College with an amended complaint on September 5, 2023. This amendment was improper as the Plaintiff did not move the Court for leave or request the College for a stipulation, which the Florida Civil Rules of Procedure require. The College filed a Motion to Dismiss the Amended Complaint in its entirety with prejudice on September 15, 2023. On October 31, 2023, the Court issued an Order dismissing the case with prejudice. Plaintiff has 30 days to appeal the Order.





<u>Faziltun Zilani v. PBSC (Employee</u>)- On March 15, 2023, a complaint of employee employment discrimination was filed with Palm Beach County Office of Equal Opportunity (OEO), alleging violation of Title VII of the Civil Rights Act. Based on the information provided by the complainant, the complaint was referred for investigation and further processing by the EEOC. The EEOC may take up to 10 months to investigate the claim. No action is required from the college at this time.





# Total Incurred 20-21, 21-22, 22-23 & 23-24



#### Palm Beach State College District Board of Trustees Agenda Transmittal Sheet

Date: November 21, 2023

To: Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

**Subject:** New Program Proposals: Cyber Security Associate of Science (AS); Cyber Security Analyst College Credit Certificate (CCC); Applied Artificial Intelligence Associate of Science (AS) Degree; Artificial Intelligence Practitioner College Credit Certificate (CCC); Internet of Things Applications College Credit Certificate (CCC); Artificial Intelligence Awareness College Credit Certificate (CCC) Effective Fall 2024 Presenter: John Hadley, Associate Dean, Computer Science

#### Summary:

**Background/Pertinent Facts:** These Cyber Security and Applied Artificial Intelligence programs are tailored to address the growing need for professionals in the field of Cybesecurity and Artificial Intelligence (AI) and aims to foster innovation at PBSC and the success and expansion of businesses in Florida.

**Financial Impact:** 1.9 million (total 6.5 million with anticipated grant and donor contributions totalling 4.6 million)

**Strategic Goal(s) Addressed:** Completion and Collaboration. The addition of the Cybersecurity and Applied Artificial Intelligence programs will increase completion rates for the STEM discipline, keep PBSC up to date with technology trends and innovations, meet the emerging needs of our industry partners and serve our community's economic growth by increasing the number of credentialed graduates for the workforce.

#### Duration of Contract: Not applicable

#### **RECOMMEND:** Approval

**Attachments:** Consent Agenda Item - Curriculum New Program Proposal: Applied Artificial Intelligence.

#### Approval: Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor* 



#### District Board of Trustees

Consent Agenda Items – Curriculum New Program or Significant Revision Date of Submission: Date

Date of DBOT Decision: Date

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. Academic and Career Community: Science, Technology, Engineering, Math (STEM)
- b. Program Name: Applied Artificial Intelligence
- c. Individual(s) Responsible for Success of Program: John Hadley, Interim Associate Dean, Academic Dean
- d. Effective Start Date: 8/26/2024
- $e. \ \, \mbox{Type of Curriculum Action: New} \\$
- f. Campus(es) Offered: 🛛 Lake Worth 🖾 Boca Raton 🖾 Palm Beach Gardens 🖾 Belle Glade 🖾 Loxahatchee
- *g.* Delivery Methods and Instructional Technology: (check all that apply) □ Classroom only □ Fully Online □ Off-site ⊠ Classroom (including hybrid)

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

#### a. Program Description

The *Applied Artificial Intelligence* Program consists of the 60 credit hour Associate of Science (AS) Degree and the 18 credit hour College Credit Certificate (CCC), *Applied Intelligence Practitioner*.

With a thorough curriculum, participants in this program will gain the expertise and proficiency required for applying AI in real-world scenarios. This encompasses understanding ethical guidelines and conscientious practices in deploying AI systems and making data-driven decisions. The coursework encompasses a range of subjects including Computer Vision, Natural Language Processing, Machine Learning. The content includes but is not limited to comprehensive technical knowledge of artificial intelligence (AI) tools and their real-world applications, as well as understanding the importance of managing the lifecycle of an AI project. Additional content includes ethics as relevant to the design and implementation of artificial intelligence.

Two additional two College Credit Certificates (CCC) are also proposed for the College's existing *Computer Programming and Analysis* AS degree program: the 24 credit hour *Internet of Things Applications* CCC and the 9 credit *Artificial Intelligence Awareness* CCC. These credentials provide exposure to foundational information for PBSC computer science program students regardless of concentration to ensure they are equipped with the necessary basics upon graduation.

#### b. Justification (and alignment with College Mission and Goals)

The Applied Artificial Intelligence programs are tailored to address the growing need for professionals in the field of Artificial Intelligence (AI) and aims to foster innovation at PBSC and the success and expansion of businesses in Florida. The addition of the Applied Artificial Intelligence programs and the corresponding College Credit Certificates will increase completion rates for the STEM discipline, keep PBSC up to date with technology trends and innovations, meet the emerging needs of our industry partners and serve our community's economic growth by increasing the number of credentialed graduates for the workforce.

#### c. Program Outcome Statements

#### Students will learn...

PLO 1: Explain attributes of the field of AI including: A) The AI Project lifecycle, B) ethical and legal considerations in ai, C) career opportunities in the field of AI and recognize the value of emotional intelligence, effective communication, and the ability to embrace change in the field of AI

PLO 2: Demonstrate fundamental knowledge of programming language(s) for the development of AI solutions

PLO 3: Student will recognize the different tools associated with Artificial intelligence and A) Apply the appropriate tools for data acquisition, preprocessing, and transformation for AI models B)Apply fundamental mathematical concepts and topics relevant to AI

PLO 4: Describe the application of basic techniques in computer vision for image classification and object detection.

PLO 5: Describe the application of basic techniques in natural language processing.

PLO 6: Describe foundational machine learning concepts.

PLO 7: Create and maintain a database.

#### III. WORKFORCE NEED AND STUDENT DEMAND FOR THE PROGRAM (limited to 100 words)

#### $\label{eq:alpha} \textbf{a}. \quad \text{Evidence of workforce need and demand}$

Summarize workforce need and demand for this program **Current Job Count (2023):** Palm Beach County has 9,006 jobs in this occupation or sector as of 2023. **Comparison with National Average:** These jobs are **35%** below the national average for this occupation or sector. This indicates a lower availability of positions in Palm Beach County than the national landscape. **Projected Percentage Change (2023-2028):** An **11.4%** increase in jobs is expected over the next five years in Palm Beach County for this sector. This growth rate is slightly below the national average increase of **12.3%**. This data suggests that while the sector is growing in Palm Beach County, it is below the national trend. **Median Earnings:** The median earnings in this sector are **\$53.04** per hour or **\$110.3K** per year in Palm Beach County. This is lower than the national median earnings for the same occupation or sector, **\$59.71** per hour or **\$124.2K** annually. The difference in earnings could be influenced by factors such as geographical location, demand for the occupation, or the required level of education. **Annual Openings:** There are approximately **856** annual openings in this sector in Palm Beach County. These openings can be attributed to either the growth of the sector (creation of new jobs) or turnover (existing positions becoming vacant).

#### b. What is our competition for this program?

Florida Atlantic University offers a certificate in AI and a minor in AI in their Computer Science Bachelor of Science program. Keiser University offers the Bachelor of Science in AI at their Pembroke Pines campus.

#### IV. ENROLLMENT PROJECTIONS AND BUDGETARY NEEDS

#### a. Number of students expected to be served in this program

Student Headcount	20	40	40	
FTE	Year 1	Year 2	Year 3	

- a. **Total budget requirements Expenditures**: Estimated 1.9 million for software, hardware and computing lab renovations across all 5 campuses (6.5 million total cost with 4.6 million anticipated through grants and donor funding).
- b. Total budget requirements Revenue: Cost per credit hour based on 2022/2023 academic year for in state students is 101.00\* and for out of state students is \$ 363.00\*. The program is 60 hours long with a projected revenue for the year being \$6,060 for each in state student. For any students out of state tuition would be \$21,780. For Y1 the expected revenue for 20 students enrolling in 15 credits per semester (30 per year): \$60,600 /year from tuition.
- b. There are enough qualified faculty and staff members to support this program: No If No, list the number of new faculty and/or staff members needed to support the program:
   1 Full Time Faculty Members 1 Adjunct Faculty Members 0 Staff Members

c. **Describe implications of this program on existing programs** (operational cost: facilities, equipment, etc.) The Artificial Intelligence program complements the College's existing *Computer Science* AS and *Information Technology* Bachelor of Science programs by providing career ladder and articulation options for both SDPBC high school students into PBSC and our AS graduates to PBSC's Bachelor of Science program. The addition of Artificial Intelligence ensures PBSC's ability to respond to rapidly emerging technologies and prepare our graduates for entry into the workforce. This addition would also maximize college resources and enhance PBSC's visibility on the national level as a center of Cybersecurity excellence by providing collaborative opportunities.



#### District Board of Trustees

#### Consent Agenda Items – Curriculum New Program or Significant Revision

Date of Submission: Date

Date of DBOT Decision: Date

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. Academic and Career Community: Science, Technology, Engineering, Math (STEM)
- b. Program Name: Cybersecurity
- c. Individual(s) Responsible for Success of Program: John Hadley, Interim Associate Dean, Academic Dean
- d. Effective Start Date: 8/26/2024
- e. Type of Curriculum Action:  $\ensuremath{\mathsf{New}}$
- f. Campus(es) Offered: 🛛 Lake Worth 🖾 Boca Raton 🖾 Palm Beach Gardens 🖾 Belle Glade 🖾 Loxahatchee
- *g.* Delivery Methods and Instructional Technology: (check all that apply) □ Classroom only □ Fully Online □ Off-site ⊠ Classroom (including hybrid)

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

#### a. Program Description

The Cybersecurity Program consists of the 60-credit hour *Cybersecurity* Associate of Science (AS) Degree and the *Cybersecurity* Analyst 18-credit hour College Credit Certificate (CCC).

With a thorough curriculum, participants in this program will gain the expertise and proficiency required for applying Cybersecurity in real-world scenarios. This encompasses understanding ethical guidelines and conscientious practices in deploying Cybersecurity systems and making datadriven decisions. The coursework encompasses a range of subjects including Implementing and Administering Network Security, security Essentials, Digital Forensics, Ethics in Cybersecurity, Introduction to Secure Scripting, and a comprehensive project in the final semester.

#### b. Justification (and alignment with College Mission and Goals)

The Cybersecurity program is tailored to address the growing need for professionals in the field of computing and network security and aims to foster innovation at PBSC and the success and expansion of businesses in Florida. The addition of the *Cybersecurity* AS program and the corresponding *Cybersecurity Analyst* Certificate will increase completion rates for the STEM discipline, keep PBSC up to date with technology trends and innovations, meet the emerging needs of our industry partners and serve our community's economic growth by increasing the number of credentialed graduates for the workforce.

#### c. Program Outcome Statements

#### Students will learn...

PLO 1. Demonstrate a fundamental understanding of computer networking, networked environments, hardware, and software.

- PLO 2. Demonstrate fundamental proficiency in network security essentials.
- PLO 3. Perform secure web design/development, programming, and scripting activities.
- PLO 4. Demonstrate an understanding of access control systems and methodology.
- PLO 5. Describe legal and ethical issues related to cybersecurity.
- PLO 6. Explain secure database concepts.

PLO 7. Demonstrate an understanding of Cybersecurity Foundations and Principles and describe cryptographic concepts.

#### III. WORKFORCE NEED AND STUDENT DEMAND FOR THE PROGRAM (limited to 100 words)

#### a. Evidence of workforce need and demand

#### 1. Current Job Count (2023):

• There are **12,443** jobs in these target occupations in Palm Beach County for 2023.

#### 2. Comparison with National Average:

• The job count is **20%** below the national average, which suggests that Palm Beach County has fewer jobs in these target occupations compared to the overall U.S. figures.

#### 3. Projected Percentage Change (2023-2028):

- There is an anticipated growth of **6.1%** in these occupations over the next five years in Palm Beach County.
- This is in contrast to a projected national growth rate of **8.6%**.
- The data indicates that the target occupations in Palm Beach County are expected to grow but at a rate that lags the national average.

#### 4. Median Earnings:

- The median earnings for these occupations in Palm Beach County are \$45.45 per hour or \$94.5K per year.
- This is less than the national median earnings of **\$50.49** per hour or **\$105.0K** per year.
- The lower median earnings in Palm Beach County could be attributed to local economic conditions, the cost of living, or the industrial composition of the region.

#### 5. Annual Openings:

- The annual openings for these target occupations in Palm Beach County are 1,103.
- This number reflects the job openings due to both sector growth and turnover.

#### b. What is our competition for this program? Florida Atlantic University and Keiser University offer a Bachelor of Science in Cybersecurity.

#### IV. ENROLLMENT PROJECTIONS AND BUDGETARY NEEDS

a. Number of students expected to be served in this program

Student Headcount	20	40	40
FTE	Year 1	Year 2	Year 3

b. **Total budget requirements – Expenditures**: Estimated 1 million for computing lab renovations across all 5 campuses (anticipated 1.1 million grant award to cover cost of implementation). Three-year contract for Cyberbit software approved by DBOT at 10/24/2023 meeting; no additional start-up costs anticipated.

c. **Total budget requirements – Revenue**: Cost per credit hour based on 2022/2023 academic year for in state students is 101.00\* and for out of state students is \$ 363.00\*. The program is 60 hours long with a projected revenue for the year being \$6,060 for each in state student. For any students out of state tuition would be \$21,780. For Y1 the expected revenue for 20 students enrolling in 15 credits per semester (30 per year): \$60,600 /year from tuition.

- d. There are enough qualified faculty and staff members to support this program: No If No, list the number of new faculty and/or staff members needed to support the program: 1 Full-Time Faculty Members 2 Adjunct Faculty Members 0 Staff Members
- e. **Describe implications of this program on existing programs** (operational cost: facilities, equipment, etc.) This Cybersecurity program complements the College's existing *Computer Science* AS and *Network Security and Network Assurance* Bachelor of Science programs by providing career ladder and articulation options for both SDPBC high school students into PBSC and our AS graduates to PBSC's Bachelor of Science program. This addition maximizes college

resources by expanding the current audience for the Cybersecurity information and expertise at the College and enhances PBSC's visibility on the national level as a center of Cybersecurity excellence.

# Palm Beach State College District Board of Trustees Meeting



# New Academic Programs

# John Hadley

Interim Associate Dean

INFORMATION MANAGEMENT & COMPUTER SCIENCE

November 21, 2023









# **New Academic Programs: Artificial Intelligence**

Applied Artificial Intelligence (AS) (60 credits) Artificial Intelligence Practitioner (CCC) (18 Credits)

Computer Programming and Analysis (AS) (60 credits) Artificial Intelligence Awareness (CCC) (9 credits) Internet of Things Applications (CCC)

Program Impact			
Enrollment Labs	Campus	Hardware/Software	
Yr 1 (20)	5	PBA (1), LW (2), Boca (1), BG (1)	Hardware, Software furniture, AV

Estimated Cost: 5.25 million



Jobs (2023) 35% below National Average

+11.4%

% Change (2023-2028)

Nation: +12.3%

\$53.04/hr \$110.3K/yr Median Earnings Nation: \$59.71/hr; \$124.2K/yr 856 Annual Openings

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# New Academic Programs: Cybersecurity AS & CCC

Applied Cybersecurity (AS) (60 credits) Cybersecurity Analyst (CCC) (24 Credits) Florida Department of Education Curriculum Frameworks

#### **Strengths & Activities**

- National Center of Excellence (CAE) Designation
- National Cyber League: Coaches and members
- Cyberbit Software: Cyber Range, Cyberbit Instructors, Industry Software
- Placed 2<sup>nd</sup> in the First Annual FCS Cyber Challenge 2023 (Ethical Hacker Club)

Program Impact				
Enrollment	Labs	Campus	Hardware/Software	
Yr 1 (20)	5	PBA, LW, Boca, LOX, BG	Hardware, furniture, AV	

Estimated Cost: 1.25 million

Target Occupations

**12,443** Jobs (2023)

20% below National Average

+6.1% % Change (2023-2028) Nation: +8.6 % \$45.45/hr

\$94.5/yr

Median Earnings Nation: \$50.49/hr; \$105.0K/yr

# 1,103

Annual Openings



1933-2023 KNOWLEDGE IS

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#### Palm Beach State College District Board of Trustees Agenda Transmittal Sheet

Date: November 21, 2023

**To:** Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject: Approve Contract with Advanced Roofing, Inc. Using the Pinellas County Government Contract No. 190-0336-BAR for Roofing Services & Supplies, Waterproofing & Related Products and Services in the Amount of \$675,000 through November 2025

Staff Contact: Ms. Joan Rumsey, Assistant Director of Facilities

#### Summary:

**Background/Pertinent Facts:** The college is seeking District Board of Trustee (Board) contract approval with Advanced Roofing in the amount of \$675,000 via the Pinellas County Government Contract #190-0336-BAR for Roofing Services & Supplies, Waterproofing & Related Products and Services.

The project for this request is the Lake Worth Cafeteria Roofing Replacement project. Harvard Jolly Architects completed the Construction Bid Documents, and the scope was reviewed with Advanced Roofing for their proposal.

The use of this contract complies with 6A-14.0734(2)(c) Florida Administrative Code, purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law of buying cooperatives.

Financial Impact: \$675,000 funded by local funds/Capital Improvement fees

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

Duration of Contract: The contract is effective through November 17, 2025

**RECOMMEND:** Approval is subject to final legal review and approval.

#### Attachments:

PBSC - Lake Worth Campus Proposal

COI\_Advanced Roofing (exp 1-1-24)\_10-23-23

advancedRoofing Piggyback\_Authorization\_Letter\_Pinellas Solicitation\_for\_Bid\_190-0336-BAR Bid190-0336-B(AR) Executed Agreement\_190-0336-CP

Approval: Ava L. Parker, J.D., President

This item has been approved electronically by the appropriate executive and/or supervisor.





PALM BEACH STATE COLLEGE

PROCUREMENT DEPARTMENT 4200 Congress Avenue Lake Worth, FL 33461 561.868-3459 Office 561-868-3460 Fax

September 5, 2023

Steve Schoen, Director of Government Services Advanced Roofing 1950 NW 22<sup>nd</sup> St Ft Lauderdale, FL 33311 Telephone: 954-522-6868 x1117 Email: steves@advancedroofing.com

Subject: Pinellas County Government Contract No. 190-0336-BAR / Roofing Services & Supplies, Waterproofing & Related Products and Services

Dear Mr. Schoen,

The rules and regulations of Palm Beach State College (hereinafter referred to as the "College"} allow for the purchase of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies or cooperatives. The College would like to utilize contract No. 190-0336-BAR / Roofing Services & Supplies, Waterproofing & Related Products and Services awarded by Pinellas County Government (hereinafter referred to as "the Contract"}, effective through November 17, 2025, to acquire these items and related services for the college campuses.

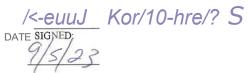
By signing below, Advanced Roofing agrees that it will extend to the College the same pricing for all items or services awarded pursuant to the Contract, and further agrees that all transactions relating to the College's acquisition of said items or services shall be governed by the terms and conditions of the Contract and the College's Purchase Order. Additionally, Advanced Roofing agrees to accept Purchase Orders issued by the college to authorize work under this Contract.

If you have any questions, please contact me at 561-868-4221 or alvarezj@palmbeachstate.edu.

Sincerely, Jennifer Alvarez, M.P.A., CPPO Procurement Director

COMPANY NAME: Advanced Roofin STGNATURE:

AUTHORIZED REPRESENTATIVE:



#### 20200925PiggybackLetterKAFApproved

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Robert P. Kornahrens Founder &CEO

Thank you for investing your time learning how Advanced Roofing Inc. can provide you safety and security through our re-roofing, repairs, and preventive maintenance services.

I started Advanced Roofing nearly 40 years ago. Over that time, we have developed a strong reputation through our commitment to every client, providing high-quality roofing installations that are completed on time and on budget.

At Advanced Roofing, you will receive personalized and professional services tailored to satisfy your needs. From the start of the job to project completion, and through our preventative maintenance program, we are with you every step of the way. By choosing Advanced Roofing, you are selecting an innovator in roofing technology, methodology, and training. Our team and installations have been battle-tested since 1983, positioning us as the largest re-roofing company in Florida and rated within the Top 20 roofing contractors in the United States.

The following proposal will provide you with everything you need to know about our company and details regarding our approach to your current roofing project. If there is anything that we can do now or in the future to ensure that we exceed your expectations, please do not hesitate to contact me directly.

Again, thank you for your time, and we look forward to becoming part of your team soon.

Sincerely,

14/6

Robert Kornahrens Founder & CEO

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### I-800-638-6869

www.AdvancedRoofing<sup>57</sup>

# Why Choose Advanced Roofing?



Your investment in your roof now is your safety and savings 20 years from now. When making a decision on the security of your business, employees, and family, you want a solution that you can count on, that's where Advanced Roofing comes in.

ADVANCED Roofing<u>ë</u>

**Safety:**This is the most important value in our business and is our first priority.We have a full-time safety team in place to ensure every project is completed with the highest safety standards and without injuries.

**Community:** Through our passion and commitment to the communities in which we work, we strive to have a positive impact in those communities, making them better and safer places to live and work.

**Sustainability:** We have a long-standing commitment to sustainability through our solar division, Advanced GreenTechnologies, and have been recognized by Solar Power World as a top solar contractor in North America with more than 450 megawatts installed since 2012.

**Quality:** Our commitment to quality ensures you the best customer experience possible by providing precise and custom solutions for your building, as well as award-winning craftsmanship and premium roofing materials.

#### AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando

### **ACHIEVEMENTS IN 2022**

- u **#** Commercial Roofing Contractor in FL (#12 in the Nation) - Roofing Contractor Magazine
- u **#** Commercial Solar EPC in FL (153/500 in the Nation)- Solar PowerWorld Magazine
- u 2nd Place FRSA Star Awards
- u **TOP I 00(#46) PrivateBusinesses** - South Florida BusinessJournal
- u 9/10CustomerSatisfactionRating
- u 4.5/5 Google Satisfaction Rating
- u 0.58Safety EMR
- u **139**Re-RoofingProjects
- u 14.6MW SolarInstallations



### I-800-638-6869

LIC #CCC024413

Commited below is a list of imDortant Criteria forany business owner, Property Manager, or COnsultant to COnsider when selecting the right Contractor for roofing projects. AdvanCed Roofng has a dOCumented history of meeting and exCeeding expectations in eaCh Category. Before selecting any roofng professional, researCh whether the prospective Company satisfes these they areas of ConCern, or as we litre to say, "Dare to Compare."

# We Dare You tic Compare!

	ADVANCED ROOFING	Contractor B	Contractor C
Family Owned and Operated Since 1983 with No Bankruptcies inthe Company's History	V		
\$12 Million in General Liability Insurance			
\$150 million Aggregate Bonding Capabilities			
Over 75 Service Vehicles Onthe Road in Florida			
Management Team with At Least 100Years of Combined Roofing, HVAC,and Solar Ene Experience	V		
Available Statewide in Florida: Seven Branches and 575 Employees			
Full-Time Safer Division with a Low Experience Modifier.API's EMR is 0.58, 42% More Safe than Other Tier-I Roofing Contractors.	~		
Ranks as the Largest Commercial Roofing and Solar Energy Contractors in Florida bythe National Roofing ContractorAssociation and Solar Power World Magazine.			
Award-Winning Commercial Roofingand Solar Energy Contractors: NRCA, FRSA, CASF, Manufacturers, and Associations	~		
Emergency Roof Repair Division Available 24/7			
Preventative Maintenance Programs with theAbility to Maintain and Extend Manufacturer'sWarran	~		
Successfully Completes Over 14,000 Leak Repairs and 250 Commercial Re-Roofing Projects Annually			
Hurricane-Disaster Planning: Partnership with RoofConnect, a national network oftop-tier roofing contractors from around the U.S.A.to help with emergent repairs following a major hurricane.	~		
Provide Manufacturer's Labor and Material Warranty (20Year No Dollar Limit NDL),and ExtendedWarranties.			

### Call Today I-800 -638 -6869

Tel 954-522-6868 Fax 954-566-2967





983 Founded byRob Kornahrens

# History Timeline 1983-2023

983 Started with one truck & \$15,000 loan in

in Ft.Lauderdale.FL garage of home in Pompano Beach, FL • 1986 Sq. Ft. Re-roofed: 2,702,700 **1989** Sheet Metal Division Opens 992 Hurricane Andrew strikes South Florida 1992 HVAC & Crane Divisions Open • 1994 Sq. Ft. Re-roofed: 14,864,861 1996 Advanced Roofing joins Fort Lauderdale 2000 Professional Roofing Magazine **Executive Association** recognizes Advanced Roofing as 2003 Advanced Roofing Co-FoundsRoof Connect one of the of the 50 most intriguing roofing contractors in the U.S. 2004 Kevin and Michael Kornahrens join the companyfull-time 2005 Roofing Contractors Association Rank 2005 Central Florida Branch Opens Advanced Roofing 5th in the Nation 007 AdvancedGreenTechnologies 2007 Sq. Ft. Re-roofed: 32,432,424 - Solar Division Established 20129 Million sq.ft. of Rooftops under 20 3 Jupiter Service Branch Opens Preventive Maintenance Program 015 Miami ServiceBranches Open • • 20 5 ABCI Roofing Apprenticeship Program Established • 2015 Acquisition of Roth Bros. of Roofing Company in Tampa 2016 Acquisition of Roof System Services of Pompano Beach, FL • 2016 Sq. Ft. Re-roofed: 44,594,583 2018 35th Year Anniversary Celebration • 2018 Jupiter Office and Warehouse Purchase 2019 500-Employee Milestone • • 2019 Acquisition of MSC Electric 2019 Tampa Office and Warehouse Purchase 2019 Jacksonville Office and Warehouse Purchase 2021 Miami Office and Warehouse Purchase 2020 Roofing Contractor Magazine Ranks Advanced Roofing 12th in the Nation 2023 40 Years in Business

#### SOME CLIENT WORDS ABOUT ADVANCED ROOFING See more reviews at <u>www.advancedroofing.com/customer-testimonials</u>

#### **COMMERCIAL RE-ROOFING**

"Advanced Roofing re-roofed an occupied supermarket in our shopping center. Not only was everyone I dealt with professional and courteous, they also got the job done without any complaints from the tenant. I can highly recommend them."

- F. Weisener; Searstown LTD

#### **AIR CONDITIONING**

"We have successfully completed another installation project with AAS. They werea joy to work with and kept us up to date at all times regarding project progress. The project was completed on time and on budget."

- L. Hill; Royal Mgmt. Services

### AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando

-800-638-6869

- H. Taylor; Kaufman Lynn

**SOLAR ENERGY** 



ESTABLISHED 1983

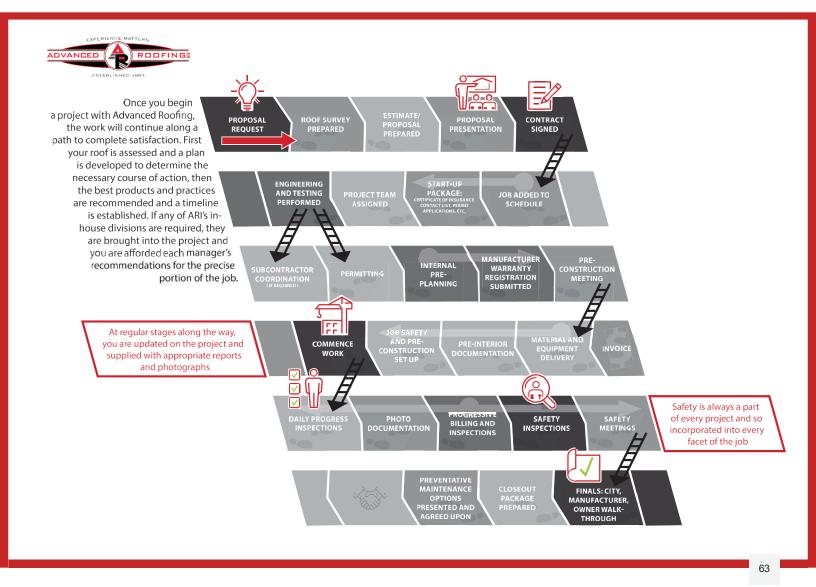
#### AD VANCEDROOFING.C OM

"AGT is a top of the line Solar Contractor.

They truly have the best knowledge in the

business and their finished product is proof

of that. I highly recommend this team and look forward to working with them again."





Reroofing your building can put significant strain on, or even exceed, your HOA reserves. Financing arranged through Advanced Roofing is a smart alternative, letting youspread the cost over a few years and between your residents.

#### u Keep your reserve fund intact

Avoid emptying your reserve account, so you still have the cash you need for emergencies

#### u Avoid a special assessment

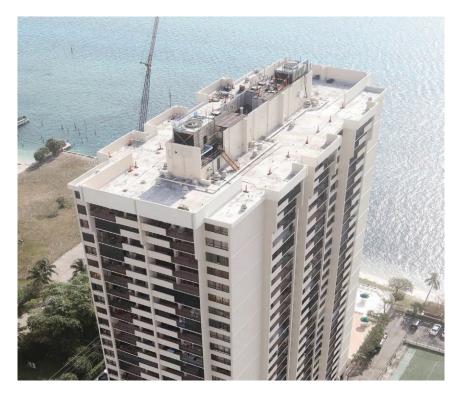
Many of your residents simply won't be able to meet the costs required by a special assessment.

#### u Don't delay reroofing

Reroof your building now rather than delaying the work, which can lead to further damage.

#### u Make no repayments until after completion

Repayments don't start until the project is complete, giving your residents even more time to adjust their budgets and prepare for the increase.

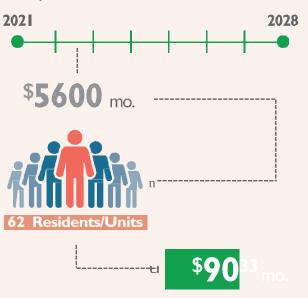


#### **GET IN TOUCH TODAY**

to discuss how we can help you secure finance for your reroofing project.

# **REROOFING** ABetter Financing Option

#### \$400k Loan Over 7 Years



\*Price illustration (indicativeonly)

# Do You Qualify?

To qualify for financing, you must:

#### Have an executed contract

Advanced can accept a contract contingent on your HOA securing financing.

#### Be in good financial health

Your HOA must be cash-flow positive, with less than 10% in arrears on dues.

#### Supply requireddocuments

You'll need to supply a current balance sheet, income statement and the most current aging report, along with the number of units including rentals.

#### Have no liens filed on thepremises

Personal guarantees won't be accepted as an alternative.



LIC #CCC024413

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#### **I-800-638-6869**

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EXPERIENCE MATTERS.



#### ESTABLISHED 1983

#### Florida's Premiere Commercial Roofing Contractor

Committed to Quality

То:	Job Name:
Joan Rumsey	PBSC - LAKE WORTH CAMPUS - CAFETERIA BLDG/CF 105
Palm Beach StateCollege	
4200 Congress Ave Lake Worth, FL33461	Address:
561-868-3480	4200 Congress Ave Lake Worth, Florida 33461
Date:	Reference:
October 24, 2023	Fibertite - PVC KEEReroof

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

#### PERMITTING ANDTESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

- 1. Engineered signed and sealed design wind pressure calculation.
- 2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
- 3. Existing Lightweight Concrete Areas Only: Perform moisture scan in accordance with Florida Building Code 2020 7th Edition Testing Application Standard TAS 126-95.1.
- 4. Existing Metal Decks and Lightweight Concrete Decks Only: Perform fastener test procedure for field withdrawal resistance in accordance with Florida Building Code 2020 Testing Application Standard TAS 105-95.1.
- Roofs 4 & 6 Only: Perform drainage survey to verify capacity of existing primary and overflow drains/scuppers in accordance with Florida Building Code 2020 7th Edition Section 1503, 1511.6, 1604.62, Plumbing section 1105, 1106, 1107, ASCE 7-16, Section 8.0 and HVAC Section 1514.4 and 1616.
- 6. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.

#### PREPARATORYWORK

- 1. Roofs 1-5 Only: Cut and remove all existing roofing down to the lightweight concrete deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
- 2. Roof 6 Only: Cut and remove all existing roofing down to the concrete, or smooth workable surface, deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
- 3. Power vacuum or power broom all loose gravel, dirt, and debris.
- 4. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
- 5. Remove roofing debris and cart away to the local dump site or landfill.
- 6. Roof 6 Only: Entire deck to receive one (1) coat of asphalt base primer.

#### MODIFIED BITUMEN VAPOR BARRIER (ROOF 6 ONLY)

1. Furnish and install a one ply vapor barrier consisting of a smooth modified bitumen interply sheet torch applied to concrete deck per manufacturer's specifications. All penetrations to be sealed with mastic membrane.

#### TAPERED ROOF INSULATION (ROOF 6 ONLY)

1. Furnish and install 1/8 inch per foot slope Poly-Iso tapered roof insulation system. New insulation system to be sloped to drain. Insulation to be adhered with polyurethane foam adhesive per manufacturer's recommendations per manufacturer's recommendation.

#### TAPERED CRICKETS AND SADDLES (ROOF 6 ONLY)

1. Furnish and install tapered Poly-Iso insulation where required for proper drainage with a 1/4 inch per foot slope.

#### OVERLAY HARD BOARD INSULATION

- 1. Roofs 1 & 4 Only: Furnish and install 0.5 inch Securock, or equal, roof deck insulation to entire deck. All boards to be adhered with polyurethane foam adhesive per manufacturer's recommendations.
- 2. Roofs 2, 3 & 5 Only: Furnish and install 0.5 inch Securock, or equal, roof deck insulation to entire deck. All boards to be preliminarily attached through the existing lightweight concrete and into the existing metal deck.

#### HIGH PERFORMANCE SINGLE PLY KEE-PVC ROOFING SYSTEM

- 1. Roofs 1 & 4 Only: Furnish and install new 60 Mil XT Fibertite Fleeceback Kee-PVC high performance roofing system. Membrane to be adhered to insulation utilizing local code and manufacturer approved 2-part polyurethane foam lowrise adhesive applied per engineered specifications..
- 2. Roofs 2, 3 & 5 Only: Furnish and install new 60 MIL XT Fibertite Kee-PVC high performance roofing system. Membrane to be mechanically attached utilizing barbed membrane plates and approved fasteners spaced per engineering thru membrane laps per local code and manufacturersapprovals.
- Roof 6 Only: Furnish and install new 60 Mil XT Fibertite Kee-PVC high performance roofing system. Membrane to be adhered in manufacturer's approved bonding adhesive.
- 4. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Fibertite.

#### VERTICAL FLASHING SEPARATOR BOARD

1. Furnish and install new 1/4" DensDeck Prime, or equal, mechanically attached to existing vertical surfaces to avoid asphalt contamination of new single ply membrane wall flashing.

#### KEE-PVC WALL/CURB FLASHINGS

1. Furnish and install new fully adhered 60 MIL XT Fibertite KEE-PVC membrane applied to prepared vertical surfaces utilizing solvent based bonding adhesive per manufacturer approved details.

#### MISCELLANEOUS INSTALLATIONS

- 1. Remove existing curbs to be deleted and plate over the opening with 18 gauge galvanized plate. Polyiso insulation infill to be installed to match adjacent areas of existing lightweight concrete.
- 2. Top of all base flashing to be secured with a 1/8" thick aluminum termination bar at all base wall flashing locations. Same to be sealed with a caulk bead of sealant.
- 3. Shop fabricate and install .040 kynar aluminum surfacing mounted counter flashing at all base wall flashing locations. All metal to be nailed off for proper securement and sealed with a caulk bead of sealant.
- 4. Furnish and install new 1/2" plywood nailer on roof perimeter edges to match thickness of the new 1/2" coverboard, mechanically attached to the substrate.
- 5. Roof 6 Only: Furnish and install new 2" x 8" pressure treated wood nailers at top of parapet walls, mechanically attached to the substrate, as none currently exists.
- 6. Shop fabricate and install new PVC Aluminum Clad metal drip edge at roof perimeter edges to replace the existing. Set same in sealant and flash per manufacturer's recommendations.
- 7. Shop fabricate and install new .040 gauge aluminum kynar coping cap metal at the top of the parapet walls. Exterior face to be hemmed and cleated with a continuous clip. Interior face to be mechanically fastened and sealed with rubber grommets or sealant.
- 8. Shop fabricate and install new .040 aluminum kynar expansion joint covers at existing expansion joint locations.
- 9. Shop fabricate and install new PVC Aluminum Clad overflow or flow-thru parapet wall scupper drains at existing scuppers.
- 10. Cut-in five (5) new overflow scuppers at Roof 4 to match the quantity of existing primary scuppers as there is currently not any existing overflow drainage at this roof.
- 11. Shop fabricate and install new .040 kynar aluminum metal collector leader heads to replace the existing only.
- 12. Shop fabricate and install new 6 inch aluminum kynar finish .040 box gutter to replace the existing. Reinforcing straps to be pre-installed at 3' oc.
- Shop fabricate and install new 4 inch x 5 inch aluminum kynar finish .040 box downspouts to replace the existing. All braces to be mechanically fastened with Zamac nails.
- 14. Furnish and install concrete splash blocks below each new downspout.
- 15. Furnish and install appropriately sized retro-fit drain assembly into existing drain assembly. Flash new roof system into retro-fit drain assembly.
- 16. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
- 17. Furnish and install new Fibertite polyester reinforced resin flashing system at penetrations as required. Penetrations to be prepared, primed, and flashed per manufacturers recommendations.
- 18. Shop fabricate and install new .040 aluminum all-purpose vents where existing are removed. Set same in sealant and flash per manufacturer's recommendations.
- 19. Shop fabricate and install new .040 aluminum line jack goose necks to house refrigerant and gas lines for a/c units.
- 20. Shop fabricate and install .040 kynar aluminum slip counterflashing for the following: package a/c units on existing curbs
- 21. Furnish and install PVC Walkway Pads per the walkway pad layout indicated on the previously provided drawings. Walkway pad layout from the previously provided drawings is the only thing that applies to this proposal from those previously provided drawings.
- 22. Remove the existing conduit on the roof to help facilitate the re-roofing process and reinstall existing conduit lines on new code approved supports as required. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed electrical division.
- 23. Perform CCR on the one (1) condenser unit, one (1) intake fan and two (2) exhaust fans before construction is started. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 24. Replace one (1) existing low condenser unit stand with a new code approved stand at code approved height above the finished roof system. Vibration isolation pads are included. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 25. Furnish and install new insulated line set per piece of equipment with new filter driers from existing units to line jack for the one (1) condenser unit. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 26. Remove the existing two (2) exhaust fans, one (1) intake fan and six (6) goosenecks, two (2) pipe penetration curbs and two (2) flue penetration curbs. Furnish and install new curb extensions to these existing curbs in order to maintain a minimum 8" flashing height above the finished roof system. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 27. Furnish and install new electrical disconnects if needed for the one (1) condenser unit, one (1) intake fan and two (2) exhaust fans and extend whip from the new location of the HVAC equipment to the existing stub up. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 28. Perform system start up on HVAC equipment affected by the above scope of work and calibrate for peak performance. This work will be performed by Advanced Roofing, Inc.'s "in-house" state licensed mechanical division.
- 29. Proposal includes an allowance for replacement of existing damaged or deteriorated lightweight concrete up to 4,000 SF.
- 30. Proposal includes an allowance of \$20,000.00 for any other unforeseen conditions.
- 31. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

#### **CLARIFICATION & EXCLUSIONS**

- 1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owners responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
- 2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
- Possible minor debris can enter the building from the roofing process. Advanced Roofing recommends the owner relocate inventoried items or protect them utilizing 6 mil polyethylene or equal. Cost for this work is not included in this proposal.
- 4. Proposal does not include any prevailing wages, certified payroll or Davis Bacon Determination Wage Rates. If any are required, additional costs will apply.
- 5. Proposal is based upon normal working day hours. If after-hours or weekend work is required, additional costs will apply.
- 6. Proposal does not include any stainless-steel metals. All new fabricated and installed metals are to be aluminum as indicated above in the base bid scope of work.
- 7. Proposal does not include installation of new overflow drains and associated piping at Roof #4. Proposal includes installation of new overflow scuppers through the perimeter parapet wall only as indicated above in the base bid scope of work.
- 8. Proposal does not include any replacement of existing curbs. Proposal includes installation of curb extensions to the existing curbs only where required to achieve a minimum 8" flashing height above the finished roof.
- 9. Proposal does not include any metal overflow boxes below the downspouts. Proposal includes installation of concrete splash blocks at the base of the downspouts only.
- 10. Aluminum Kynar Metals are based upon the manufacturer's standard color range.
- 11. Any mechanical units that are deemed failed will need to be replaced and be charged at a cost-plus basis. Advanced Roofing, Inc. is not responsible for any malfunctions if denied purchase of new units.
- Proposal does not include any structural work below the new condenser unit stand or existing curbs where curb extensions are being installed, including but not limited to deck reinforcement.
- 13. Existing refrigerant line set twelve (12) inches above the roof flashing and penetrating the roof deck is to remain.
- 14. Existing refrigerant is to be reused. Any additional refrigerant will be charged at a cost-plus basis.
- 15. Proposal does not include anything other than what is stated above in the base bid scope of work.
- 16. Existing electrical wiring and conduit twelve (12) inches above the roof flashing and penetrating the deck are to remain.
- 17. All equipment that was condemned on pre-construction CCR will not be started up unless issues found have been remediated.
- 18. Proposal does not include any permitting fees.
- 19. Proposal is contingent upon the owner providing sufficient space next to the building for staging of equipment, dumpster and material handling for the duration of the roofing project.

#### GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Fibertite.

#### CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

#### QUOTATION

FOR THE SUM OF SIX HUNDRED THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS AND 84/100

#### ALTERNATE ADD #1 - LIGHTNING PROTECTION SYSTEM

Furnish and install a new lightning protection system on the roof. (720 lineal feet)
Furnish adn install new lightning protection system on the parapet walls. (830 lineal feet)
Furnish and install new brackets, clips and lightning rods with new adhesive.
Furnish and install twelve (12) ground rods. Grounding loop is not included.
Upon completion of the project, a lightning protection scope letter will be provided.
This system will meet current UL96A, LPI 175 & NFPA 780 lightning protection standards.
This system will be installed by Advnaced Roofing, Inc.'s "in-house" state licensed lightning protection division.

#### QUOTATION

FOR THE SUM OF SIXTY-SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS

#### UNIT PRICES

Replace Damaged or Deteriorated Lightweight Concrete	\$15.00 per SF
Replace Damaged or Deteriorated Metal Decking	\$15.00 per SF
Paint Rust Inhibitor	\$3.00 per SF
Replace Deteriorated or Missing 2x6 PT Nailer	\$4.00 per LF
Install Additional Walkway Pads at Owner's Desired Locations	\$32.00 per LF

\$600,423.24

\$67,290.00

#### SINGLE PLY ROOF SYSTEM - PREVENTIVE / PROACTIVE MAINTENANCE PROGRAM

The following Preventive Maintenance Program/Contract will meet the guidelines of your **Manufacturers requirements** and procedures. The following roofs named on this contract will have these maintenance items maintained once (annually) in a twelve (12) month period:

- 1. Fill and crown all penetration pockets with a pourable sealer.
- 2. Apply a one (1) part urethane sealant to all compression clamps located at vent stacks and field fabricated pipe flashings.
- 3. Inspect the perimeter parapet wall and curb base flashings for any possible voids which may occur due to structural movement of walls and roof edges. Repair any such voids which may exist with compatible single ply material.
- 4. Remove all debris from the surface of the roof system and drainage areas and dispose of properly. Check the clamping ring in the drain bowl assembly for proper compression and tighten drain bolts as necessary. Note: Removal of abandoned equipment, property or materials or other unusual objects is the Building Owner's responsibility.
- 5. Apply a polyurethane sealant to the following sheet metal items as necessary: coping cap metal, surface mounted counterflashing, termination bars, gutter joints, exterior scupper cover plates and conductor heads if accessibility permits such an application.
- 6. Visually inspect the coping cap metal and counterflashings for any loose or missing fasteners. If any fasteners are loose, they will be tightened or replaced as necessary. Additional fasteners will be added where missing fasteners are located.
- 7. Provide owner with written inspection report and digital photos of deficiencies. If we find conditions that need repair beyond the scope of preventative maintenance set forth in this agreement, we may provide recommendations and proposals for your consideration.
- 8. Proper maintenance of the roof will help extend its service life and prevent leaks. However, this maintenance contract is not a contract of insurance or guarantee against leaks or other roofing issues and unless separately agreed to in writing between the parties, is limited to the scope of services described above. This preventative maintenance agreement does not cover maintenance or repairs to any portion of the building other than the roofing system installed by ARI and, without limitation, specifically excludes maintenance or repairs to masonry components and/or their cladding, windows, structural cracks, and physical damage by others. Repair of leaks or damage to the roofing system caused in whole or in part by Owner's failure to maintain other components of the building are not covered under this agreement.
- 9. The term of this contract is three (3) years (hereinafter "Contract Term"). The Contract Term shall automatically renew unless cancelled by ARI or Customer in writing within ninety (90) days of the expiration of this contract. The Cost per year for any new Contract Term may be increased by not more than the greater of 5% or the average CPI for the most recent calendar year.
- 10. Cost per year: \$1,200.00 (One Thousand Two Hundred Dollars)
- 11. Total cost for three (3) year contract: \$3,600.00 (Three Thousand Six Hundred Dollars)

PM Agreement first year inspection will occur on or about the one (1) year anniversary date following project completion and issuance of manufacturer's warranty. First year (and subsequent years) inspection and report will be submitted to property manager. Invoice for one (1) year only will be submitted on or about the same date of inspection report. Payment is due within 30 days from receipt. Note: Upon acceptance of this proposal, no payment is required. A separate invoice will follow upon completion of the first service. **\*\*The date contract is signed will serve as the first (1st) day of agreement between Advanced Roofing. Inc. and customer.\*\*** IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

#### TERMS OF PAYMENT

- A. 25% deposit due within ten (10) days of execution of contract.
- B. Monthly progress payments per AIA 702 and 703 Schedule of Value, due NET 30 days from the date of the invoice.
- C. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.
  - Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

#### ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature:

Printed Name: Steve Schoen

NOTE: This proposal may be withdrawn by us if not accepted within 7\_days. Owner is responsible for asbestos testing and related cost to remove.

#### Acceptance of Proposal

By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) Owner Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted:

Signature:

Date:

\*Terms & Conditions on last page(s) apply.

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Steve Schoen at (954) 405-7573 or via email at steves@advancedroofing.com.

State License: CCC 024413

# **Contract Terms & Conditions**

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

**GUARANTEE:** Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed against leaks for a period of two (2) years from Advanced's completion of its work. The guarantee covers any defect in workmanship or in materials supplied by Advanced which causes a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Advanced is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

**PERMITS:** Unless otherwise expressly stated in the body of this contract, Owner acknowledges and agrees that this proposal is based on the assumption that the work stated herein is exempt from permit requirements and, as such, permit costs are excluded from this proposal. In the event a permit is required or becomes necessary, Owner agrees to reimburse Advanced for the actual cost of the permit, plus any incidental fees including but not limited to the recording of a notice of commencement and re-inspection fees. Owner shall cooperate with Advanced in the execution of any documentation required for the issuance of a permit. Owner hereby waives and releases Advanced from and against all claims arising from or relating to the failure to obtain a permit for the work covered by this Agreement.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

**PAYMENT:** Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Unless otherwise provided in the body of this contract, all payments are due NET 30 days from the date of the invoice. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

**UNFORESEEN CONDITIONS:** This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

**OWNER RESPONSIBILITIES:** Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. Advanced will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree Advanced shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

**EXISTING PROPERTY OR EQUIPMENT:** Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: Owner's acknowledges the work may cause vibration and/or deflections in slabs or walls which could cause damage to the building or its contents, including, but not limited to, stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks, or damage to soffits. Additionally, Owner acknowledges the work may cause the emission of odors, gases, or fumes, and Advanced shall not be responsible for damage or injury for respiratory problems which may result from the work. Owner shall advise its tenants, unit owners, agents and employees of the risks described in this paragraph prior to commencement of the work. Similarly, prior to commencement of the work, Owner is responsible for securing any of its property that may be affected by the work and, in situations where third parties occupy interior units, Owner shall advise those third parties of their need to do so as well. Advanced shall not be responsible for damage to parked vehicles or property located in or about the staging area assigned for its use. **ADVANCED EXPRESSLY DISCLAIMS AND EXCLUDES ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE EVENTS DESCRIBED IN THIS PARAGRAPH (hereinafter "Disclaimed Damages")**, unless caused by the intentional acts or gross negligence of Advanced. Owner shall defend, indemnify, and hold harmless Advanced from and against any and all claims, demands, or actions arising from or relating to: (i) Owner's failure to fulfill its responsibilities under this paragraph; or (ii) any Disclaimed Damages, except those caused by the gross negligence, or the willful, wanton, or intentional misconduct of Advanced. The monetary limit of Owner's idemnification obligation under this paragraph shall be equal to the total price of this contract, which Owner agrees bears a reasonable commercial relationship to the contract.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must demobilize and/or remobilize as a result of any action for which the Owner is responsible, due to weather, or due to any other events for which Advanced is not responsible, Owner shall pay Advanced \$5,000 or Advanced's actual cost, whichever is greater, for each demobilization and remobilization, in addition to any associated costs, including the cost of crane tear down and setup. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

**MATERIAL PRICE CHANGES:** Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

**BREACH:** In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice. THE PARTIES TO THIS CONTRACT EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN AND FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS CONTRACT.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced.

#### TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced's exclusive responsibility and liability under this contract and warranty is, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced. Owner acknowledges that leaks may come from more than one possible source and that Advanced does not guarantee that its repair will stop leaks not associated with the area repaired by it. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Owner expressly waives all claims for consequential damages, including without limitation, loss of use, lost profits, lost rents, or any other inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

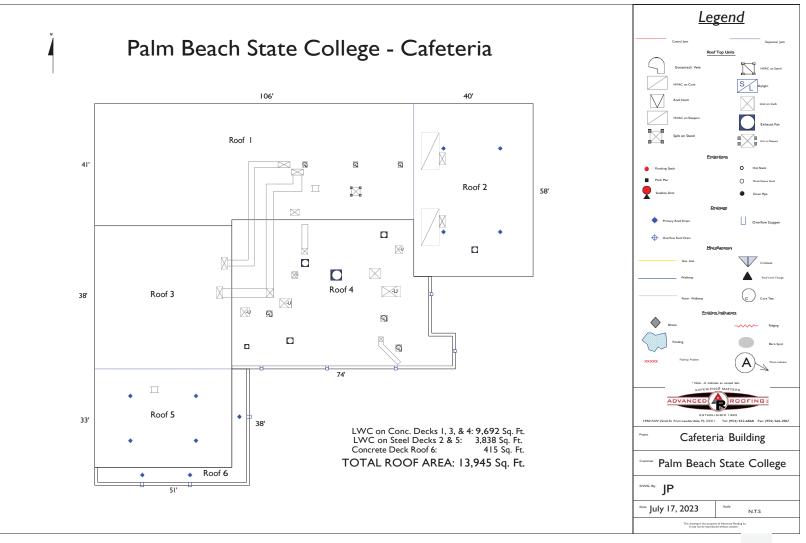
ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

#### PBSC - Lake Worth Campus - Cafeteria Bldg/CF105 60 MIL PVC KEE Single Ply- Reroof

#### 11/13/2023

Pinellas County Term Contract

Crew size 8 Labor total	Hours 3413	<b>Rate</b> \$55.00			Labor total \$187,715.0
Materials breakdown					
Description	Order Qty	Order Unit	Unit Price	+ Markup	Net Co
1/2" Securock 4x4	87.00	SQ	\$92.00	12%	\$8,964.4
1/2" Securock 4x8	68.00		\$91.00	12%	\$6,930.5
1/4" Dens Deck Prime 4x8					
	20.00		\$87.00	12%	\$1,948.8
1/8" per foot Tapered Insulation	5.00	SQ	\$289.77	12%	\$1,622.7
Fibertite 60 Mil XT Fleeceback	19.00	Roll	\$1,056.00	12%	\$22,471.6
Fibertite 60 Mil XT Bareback	25.00	Roll	\$971.25	12%	\$27,195.0
FTR CR-20 Adhesive	7.00	Set	\$1,299.00	12%	\$10,184.1
Fasteneres and plates	1.00	EA	\$10,937.86	12%	\$12,250.4
Flashings/Misc Material	1.00	EA	\$51,805.61	12%	\$58,022.2
Sheet Metal	1.00		\$22,355.25	12%	\$25,037.8
Material Total	1.00		<i>¥22,333.23</i>	1270	\$174,627.9
Tax 7%					\$10,757.08
Total Material with Tax					\$185,385.0
OTHER COSTS	Quantity	Unit	Unit Price	+ Markup	Tot
Electrical	1	EA	\$ 3,250.00	12%	\$3,640.0
Mechanical	1	EA	\$ 64,095.00	12%	\$71,786.4
Roof Vac Loose Gravel	1		\$ 3,500.00	12%	\$3,920.0
New Overflow Scupper Openings	5		\$ 450.00	12%	\$2,520.0
Existing Drainage Height Adjustments	1	273	\$ 7,050.00	12%	\$7,896.0
VTR Extensions as needed		EA	\$ 357.14	12%	\$4,400.0
Crane Charge per Day		Day	\$ 800.00	12%	\$1,792.0
Tellehandler Lull	-	Month	\$ 3,300.00	12%	\$11,088.0
26' Scissor Lift	1	Month	\$ 550.00	12%	\$616.0
	0	N A + I-	\$ 150.00	12%	\$504.0
Portable Toilet	3		¢ 000.00	1 20/	¢E 276 (
Portable Toilet Dumpster Charge per unit	6	EA	\$ 800.00	12%	
Portable Toilet Dumpster Charge per unit Temp Fence	6	EA EA	\$ 500.00	12%	\$560.0
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge	6 1 1	EA EA EA	\$ 500.00 \$ 1,820.00	12% 12%	\$560.0 \$2,038.4
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges	6 1 1 3	EA EA EA	\$ 500.00 \$ 1,820.00 \$ 800.00	12% 12% 12%	\$560.0 \$2,038.4 \$2,688.0
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering	6 1 1 3 1	EA EA EA EA EA	<ul> <li>\$ 500.00</li> <li>\$ 1,820.00</li> <li>\$ 800.00</li> <li>\$ 9,125.00</li> </ul>	12% 12%	\$5,376.0 \$560.0 \$2,038.4 \$2,688.0 \$10,220.0 \$18,278.4
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering Supervision	6 1 1 3 1	EA EA EA	<ul> <li>\$ 500.00</li> <li>\$ 1,820.00</li> <li>\$ 800.00</li> <li>\$ 9,125.00</li> </ul>	12% 12% 12% 12%	\$560.0 \$2,038.4 \$2,688.0 \$10,220.0 \$18,278.4
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering Supervision	6 1 1 3 1	EA EA EA EA EA	<ul> <li>\$ 500.00</li> <li>\$ 1,820.00</li> <li>\$ 800.00</li> <li>\$ 9,125.00</li> </ul>	12% 12% 12% 12%	\$560.( \$2,038.4 \$2,688.0 \$10,220.0 \$18,278.4
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering	6 1 1 3 1	EA EA EA EA EA	<ul> <li>\$ 500.00</li> <li>\$ 1,820.00</li> <li>\$ 800.00</li> <li>\$ 9,125.00</li> </ul>	12% 12% 12% 12%	\$560.0 \$2,038.4 \$2,688.0
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering Supervision <b>Subtotal</b>	6 1 1 3 1	EA EA EA EA EA	<ul> <li>\$ 500.00</li> <li>\$ 1,820.00</li> <li>\$ 800.00</li> <li>\$ 9,125.00</li> </ul>	12% 12% 12% 12%	\$560. \$2,038. \$2,688. \$10,220. \$18,278. <b>\$147,323.2</b>
Portable Toilet Dumpster Charge per unit Temp Fence 20-Year Manufacturer Warranty Charge Freight Charges Testing & Engineering Supervision Subtotal Allowances	6 1 1 3 1 1 1	EA EA EA EA EA	\$ 500.00 \$ 1,820.00 \$ 800.00 \$ 9,125.00 \$ 16,320.00	12% 12% 12% 12%	\$560.0 \$2,038.4 \$2,688.0 \$10,220.0 \$18,278.4







Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com 1950 NW  $22^{\rm nd}$  St. Fort Lauderdale, FL 33311

# Project: Palm Beach State College - Cafeteria Building



Cafeteria Building



Parapet with Coping



Base Flashing under Roof 1 Gutter and Drip Edge



Roof 4 Overview



Expansion Joint at Walls to Roofs 2 & 3



Primary Scupper

### 

ESTABLISHED 1983



Leaderhead and Downspout



Exhaust Fan on Low Curb



Duct on Stands



Exhaust Fan



Air Intake on Low Curb



Duct Curb

### 

ESTABLISHED 1983



Gooseneck on Curb



AP Vent



Conduit and Panel Stands in Pitch Pans



Hot Stacks on Curb



Conduit on Roof



Abandoned Curb





Roof 4 Core Cut to LWC



Roof 1 Overview



Drip Edge and Gutter



Tectum under Structural Concrete Deck



Expansion Joint between Roofs 1 and 2  $\,$ 



Downspout

### 

ESTABLISHED 1983



Split AC Unit on Stand



Abandoned Stand



Roof 2 Overview



Line Jack



Roof 1 Core Depth at High Point (8" Total)



Gravel Stop

#### A=D=""Vo"!"IA!!!!IN!!!!!C!!!!!!!E!!ID!!!!! !!!!!IJ!RII

ESTABLISHED 1983



Roof Drain



Pipe and Conduit Penetrations on Curb



Core Depth at High Point (8 <sup>1</sup>/<sub>2</sub>" Total)



Air Handler on Curb



Roof 2 Core Cut



Underside of Roof 2 Deck

### 

ESTABLISHED 1983



Roof 3 Overview



Roof 5 Overview



Retrofit Drain



Roof 6 Overview



Abandoned Line Jack



Parapet

### <u>A=D=""Vo"!"IA!!!!IN!!!!!C!!!!!!!!E!!D!!!!!</u> !!!!!J!R!!□⊡\_\_F\_I ""=N=G=.

ESTABLISHED 1983

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Low Base Flashing on Parapet



Overflow Scupper



Roof 6 Core Cut



Base Flashing and Stucco Stop on High Wall



Overflow Exit



Core Depth

# Palm Beach State College District Board of Trustees Agenda Transmittal Sheet

**Date:** November 21, 2023

**To:** Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject: Approve Contract Award to Lego Construction Co. for Construction Management Services - Lake Worth Medical Simulation Laboratory Remodel in the Amount of \$2,800,000 through Project Completion Staff Contacts: Ms. Jennifer Alvarez, Procurement Director and Mr. Edgar Cintron, Facilities Director

# Summary:

**Background/Pertinent Facts:** On April 8, 2022, the Procurement Department issued RFQu2022-17DC for the provision of Construction Management Services to transform the second floor of the ETA Building at the Lake Worth Campus into a student educational laboratory, specifically tailored for the new Medical Simulation program. The solicitation sought to identify construction management companies with expertise in constructing educational laboratory spaces, particularly in the domain of medical simulation. The College received a total of eight proposals.

On August 9, 2022, the District Board of Trustees approved the contract award to Gerrits Construction, Inc. (Gerrits) to handle the construction management services for the second-floor renovation of the ETA Building at the Lake Worth Campus, converting it into a Medical Simulation Laboratory (MT#4933).

However, during the process of negotiating the Guaranteed Maximum Price (GMP) amendment with Gerrits, on August 22, 2023, the College received a communication from the firm, indicating their inability to provide the necessary bonds as required by Florida statutes.

In accordance with the terms outlined in the contract, a notice of termination for default was issued to Gerrits Construction, Inc. on August 28, 2023. This action was taken due to their failure to furnish the 100% Performance Bond and 100% Labor and Material Payment Bond, as stipulated in Article 2, Section 2.4(5) of the referenced agreement. The notice provided an opportunity to the firm to cure the deficiency.

On September 11, 2023, a final termination notice was issued to Gerrits Construction, as the deficiency was not cured and the bonds were never furnished.

Pursuant to Florida Statute 287.055(5)(b), if the agency is unable to successfully

negotiate a contract with the most qualified firm at a price deemed fair, competitive, and reasonable, the agency must officially terminate negotiations with that firm. Subsequently, negotiations must commence with the second most qualified firm. If an agreement is not reached with the second most qualified firm, negotiations must be terminated, and negotiations with the third most qualified firm shall be initiated.

Due to Gerrits Construction, Inc.'s inability to successfully negotiate and finalize a GMP for the College, the College is now requesting approval to award the contract second-ranked firm, LEGO Construction Co., for construction management services. This award is intended for the remodeling of the second floor of the ETA Building at the Lake Worth Campus into a Medical Simulation Laboratory.

# Financial Impact: \$2,800,000

**Strategic Goal(s) Addressed:** Culture: We will create a learning environment committed to the success of every student and employee.

Duration of Contract: Through project completion.

**RECOMMEND:** Approval - Subject to final legal review and approval

# Attachments:

CM Services Sim Lab Tabulation

Notice to Cure letter 8.28.23 (002)

FinalTerminationLetter-GerritsConstruction09-08-2023

Approval: Ava L. Parker, J.D., President

This item has been approved electronically by the appropriate executive and/or supervisor.



#### PROCUREMENT DEPARTMENT

### CONSOLIDATED SCORE SHEET

### 2022-17-DC-RFQu Const Mgmt Serv - Med Sim Lab L W Campus

			Randolph Construction Group	LEGO Construction Co	Lebolo Construction Management Inc	T&G Constructors	Black Diamond General Contracting	Di Pompeo Construction Corporation	Gerrits Construction Inc	Fastrack MCI
	Scoring Criteria	Max.								
		Points								
Α	Ability of the Firm's Professional Personnel	30								
	Evaluator #1-		20	30	25	25	20	15	30	25
	Evaluator #2-		18	23	24	23	28	25	29	26
	Evaluator #3-		16	25	28	30	29	25	30	28
	Evaluator #4-		20	25	25	25	25	20	28	25
	Evaluator #5-		20	27	20	21	26	21	30	25
			18.8	26.0	24.4	24.8	25.6	21.2	29.4	25.8
в	Past Performance of the Firm	30								
	Evaluator #1-		15	30	20	20	15	15	30	30
	Evaluator #2-		18	23	20	20	28	23	28	28
	Evaluator #3-		16	20	30	30	30	26	30	28
	Evaluator #4-		15	25	20	25	25	20	30	20
	Evaluator #5-		25	25	20	19	26	22	28	28
			17.8	24.6	22.0	22.8	24.8	21.2	29.2	26.8

			Randolph Construction Group	LEGO Construction Co	Lebolo Construction Management Inc	T&G Constructors	Black Diamond General Contracting	Di Pompeo Construction Corporation	Gerrits Construction Inc	Fastrack MCI
	Scoring Criteria	Max.								
		Points								
С	Diversity	15								
	Evaluator #1-		15	15	15	15	7	12	15	15
	Evaluator #2-		15	15	13	15	13	10	10	13
	Evaluator #3-		15	14	12	15	10	9	9	10
	Evaluator #4-		15	13	13	15	5	5	13	10
	Evaluator #5-		14	15	10	14	9	10	15	15
			14.8	14.4	12.6	14.8	8.8	9.2	12.4	12.6
D	Project Workload Narrative	10								
	Evaluator #1-		8	10	5	5	2	5	8	2
	Evaluator #2-		7	5	6	7	8	7	7	7
	Evaluator #3-		10	8	10	10	8	7	7	8
	Evaluator #4-		10	10	10	10	10	10	10	10
	Evaluator #5-		8	3	4	6	7	6	8	7
			8.6	7.2	7.0	7.6	7.0	7.0	8.0	6.8
Е	References	5								
	Evaluator #1-		5	5	3	3	2	5	5	5
	Evaluator #2-		5	5	5	5	5	4	5	4
	Evaluator #3-		5	5	5	5	5	5	5	5
	Evaluator #4-		5	5	5	5	5	5	5	5
	Evaluator #5-		5	4	5	5	5	5	5	5
			5.0	4.8	4.6	4.6	4.4	4.8	5.0	4.8

			Randolph Construction Group	LEGO Construction Co	Lebolo Construction Management Inc	T&G Constructors	Black Diamond General Contracting	Di Pompeo Construction Corporation	Gerrits Construction Inc	Fastrack MCI
	Scoring Criteria	Max.								
		Points								
F	Contract Work w/College	5								
	Scored by Procurement		5	5	4	5	4	5	5	2
			5	5	4	5	4	5	5	Z
G	Disclosure of Disputes, Litigation, Defaults	5								
	Evaluator #1-		4	5	3	0	5	0	5	5
	Evaluator #2-		5	5	3	3	5	3	5	5
	Evaluator #3-		5	5	5	3	5	4	5	5
	Evaluator #4-		5	5	3	1	5	1	5	5
	Evaluator #5-		5	5	3	2	5	2	5	5
			4.8	5.0	3.4	1.8	5.0	2.0	5.0	5.0
	IUTAL POINTS	100	/4.ŏ	٥ <i>١</i> .υ	/ð.U	81.4	/9.6	/0.4	94.0	83.8
	Ranking		7	2	6	4	5	8	1	3



Office of the Vice President of Finance and Administration

4200 S. Congress Avenue Mail Station # 24 Lake Worth, FL 33461 561.868-3455 Office 561.868.3585 Fax

August 28, 2023

Gerrits Construction, Inc. 8177 Glades Road #206 Boca Raton, FL 33434 Attn: David Gerrits

Via Certified Mail and electronic mail to: david@gciconstructs.com

Re: Contract for Construction Management Services for Medical Simulation Lab Remodeling, RFQu #2022-17DC

Dear Mr. Gerrits,

The College is in receipt of your correspondence dated August 22, 2023 (enclosed) notifying the College that your firm is unable to provide the required bonds for the referenced project.

This letter serves as official notice of termination for default to Gerrits Construction, Inc. in accordance with the provisions of referenced contract. Pursuant to Article 14, Termination, Section 14.2(1), Palm Beach State College (College) is providing this notice of termination for failure to provide the 100% Performance Bond and 100% Labor and Material Payment Bond as required by Article 2, Section 2.4(5) of the referenced agreement.

Pursuant to the agreement, Gerrits Construction may provide an appropriate remedy within seven (7) days of receipt of this letter to the College.

Sincerely,

James Duffie, CPA Vice President of Finance and Administration

enclosure



# Alvarez, Jennifer

From:	Stetson, Kirk
Sent:	Wednesday, August 23, 2023 3:45 PM
То:	Alvarez, Jennifer; Duffie, James E; Fernander, Kevin A
Cc:	Stetson, Kirk; Rumsey, Joan; Chojnacki, David
Subject:	FW: PBSC Simulator Project

I received this e-mail from David Gerrits on Tuesday. I asked him to "formalize" it in a letter addressed to me.

### F Kirk Stetson Architect

Manager of Facilities Planning & Construction Palm Beach State College 4200 Congress Avenue Lake Worth, FL 33461

From: David Gerrits <david@gciconstructs.com> Sent: Tuesday, August 22, 2023 6:41 AM To: Stetson, Kirk <stetsonk@palmbeachstate.edu> Subject: PBSC Simulator Project

\*\*\* This email originated from outside the Palm Beach State College email system. \*\*\* Please exercise additional caution when clicking links or attachments within this email or responding to requests for personal data.

Mr. Stetson, Please accept this letter as Gerrits request to be removed from the project based on the proposed current projected start date. Gerrits was advised of the awarded the project nearly a year ago but never received a PO to proceed and there for had to continue looking for and being awarded work. Do to awards of other contracts Gerrits has exceed its bonding capacity at this time and cannot obtain a bond.

Gerrits had looked forward to starting this project for nearly a year but do to unforeseen delays out of Gerrits control we are unable to proceed with obtaining a bond currently. If this project is again delayed for several months Gerrits would request to be given the opportunity to proceed with the project

Again Gerrits is very disappointed we are unable to proceed with this project at this time

David P Gerrits President PO Box 810813 Boca Raton, Fl 33481-0813 561-477-3553

Please note: Due to Florida's broad open records law, most written communication to or from College employees is public record, available to the public and the media upon request. Therefore, this e-mail communication may be subject to public disclosure.



Office of the Vice President of Finance and Administration

4200 S. Congress Avenue Mail Station # 24 Lake Worth, FL 33461 561.868-3455 Office 561.868.3585 Fax

September 11, 2023

Gerrits Construction, Inc. 8177 Glades Road #206 Boca Raton, FL 33434 Attn: David Gerrits

Via Certified Mail and electronic mail to: david@gciconstructs.com

Re: Contract for Construction Management Services for Medical Simulation Lab Remodeling, RFQu #2022-17DC

Dear Mr. Gerrits,

This letter serves as official notice of termination for default to Gerrits Construction, Inc. in accordance with the provisions of referenced agreement.

The effective date of the termination is September 11, 2023. Upon receipt of this notice, Gerrits Construction, Inc. shall not perform any work nor incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Gerrits Construction, Inc. prior to September 11, 2023.

Sincerely,

James Duffie, CPA Vice President of Finance and Administration



# Palm Beach State College District Board of Trustees Agenda Transmittal Sheet

Date: November 21, 2023

**To:** Members of the District Board of Trustees

From: Ava L. Parker, J.D., President

Subject: Approve Contracts for Architectural Services with Song + Associates, Gurri Matute PA, HKS Architects, Zyscovich Architects, Spiezle Architectural Group, KVH Architects, PGAL, and the Tamara Peacock Company Architects for Projects Not Exceeding \$4,000,000 Over a Term of 3 Years, with the Option to Renew for an Additional Two Years Staff Contacts: Ms. Jennifer Alvarez, Procurement Director and Ms. Joan Rumsey, Assistant Director of Facilities

# Summary:

**Background/Pertinent Facts:** The Facilities Department of Palm Beach State College District maintains an ongoing list of construction and deferred maintenance projects that require professional architectural design services for project specification and bidding purposes. Efficient project management necessitates the College to retain architectural services from a prequalified pool of architectural firms.

On March 24, 2023, the Procurement Department issued Solicitation No. 2023-12LC -Architectural Services Under a Continuing Contract. The purpose of this Request for Qualifications (Solicitation) was to evaluate responses from architects and architectural firms to select one or more firms for Architectural Services through a Continuing Contract, in accordance with Florida Statute 287.055, for various construction, remodeling, and renovation projects at Palm Beach State College facilities. The College received a total of twenty-one (21) proposals.

The College Evaluation Committee for this solicitation was composed of the following members:

Edward Wiley, Dean, Health Sciences Joan Rumsey, Assistant Director, Facilities Joshua Kaines, Director, Teaching and Learning Wanda Vazquez, Project Manager, Information Technology Trustee Carolyn Williams

On October 25, 2023, the Committee conducted a comprehensive evaluation and unanimously agreed to recommend the top 8 firms for approval by the Board. The attached document provides the final scoresheet.

The Evaluation Committee's recommendation for a continuing contract applicable to projects not exceeding \$4,000,000 for Architectural Services is as follows:

Song + Associates Gurri Matute PA HKS Architects Zyscovich Architects Spiezle Architectural Group KVH Architects PGAL The Tamara Peacock Company Architects

**Financial Impact:** The Facilities Department will use approved budgeted funding for professional architectural services as needed.

**Strategic Goal(s) Addressed:** The College aims to promote and practice operational efficiencies in all areas.

**Duration of Contract:** Contracts will have an initial term of three (3) years after the Agreement's execution. The agreements may be renewed for up to two (2) additional years.

# **RECOMMENDATION FOR APPROVAL:**

The Palm Beach State College District Board of Trustees is requested to approve continuing contracts for Architectural Services with Song + Associates, Gurri Matute PA, HKS Architects, Zyscovich Architects, Spiezle Architectural Group, KVH Architects, PGAL, and The Tamara Peacock Company Architects for projects not exceeding a total cost of \$4,000,000.

# **RECOMMEND:** Approval

# Attachments:

Consolidated Scoresheet RFQu 2023-12LC

Approval: Ava L. Parker, J.D., President

This item has been approved electronically by the appropriate executive and/or supervisor.

F	Request for Proposal		Weight	Total Weighted	Total Weigh																			
	RFQu 2023-12LC		-	Proposer #1	Proposer #2	Proposer #3	Proposer #4	Proposer #5	Proposer #6	Proposer #7	Proposer #8	Proposer #9	Proposer #10	Proposer #11	Proposer #12	Proposer #13	Proposer #14	Proposer #15	Proposer #16	Proposer #17	Proposer #18	Proposer #19	Proposer #20	Proposer #
Architectura	al Services-Continuing Con	ntract		BEA Architects	Design2Form	Gurri Matute	HKS Architects	HLW	Justin	KVH Architects	Nyarko	PGAL	R.E. Chisholm	REG	Rodriguez	Saltz	Song +	Spiezle	Synalovski	The Tamara	Wannemacher	West	Williamson	Zyscovic
Section	Scoring Criteria	0-5																						
000001	Sconing criteria	0-5																						
1	Firm Background and Experience	0-5																						
	Evaluator 1		35	140	105			105	105		140	140		105	140	105	140	140	105	140	140	105	<ul> <li>140</li> </ul>	
	Evaluator 2		35	140	140	175		140	140	140	140	175		140	175	140	175	175	175	140	175	140	140	
	Evaluator 3		35	140	175	175	5 175	175	140	175	140	175		140	175	140	175	175	140	175	175	140	175	
	Evaluator 4		35	140	140	140		105	105	140	105	105		140	105	140			105	140	105	105	105	
	Evaluator 5		35	157.5	175			175	175	175		175		105	105	175			87.5	175	105	70	70	
		Points		717.5	735	787.5	805	700	665	735	630	770	682.5	630	700	700	805	770	612.5	770	700	560	630	1
		Rank (A)		10	7	3	1	11	16	7	17	4	15	11	11	1 11	1	4	20	4	11	21	11	
н	Resumes of Key Personnel and Example Projects with Key Personnel	0-5																						
	Evaluator 1		50	150	100			150				200		150										
	Evaluator 2		50	250	250			200				250		250	200	200	250	250	250	250	250		200	
	Evaluator 3		50	150	200			200				200		200	200	200	250	250	200	150	250			
	Evaluator 4		50	200	200			150				150		200					150		200			
	Evaluator 5		50	250	225			250	250			225	125	175	200	250	250	150	150	250	200	100	100	
		Points		1000	975	1175	1100	950	1050	1050	750	1025	975	975	950	1000	1200	1050	900	1000	1100	700	800	1
		Rank (B)		10	13	2	3	16	6	6	20	9	13	13	16	10	1	6	18	10		21	19	
	Additional Information	0-5		-				-			-								-					
	Evaluator 1		15	30	75	60	45	45	45	75	75	60	60	75	60	60	60	45	45	75	45	30	30	
	Evaluator 2		15	60	60	60	60	45	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	
	Evaluator 3		15	45	60	45	5 30	45	45	60	30	60	60	45	45	45	60	45	30	30	30	45	45	
	Evaluator 4		15	60	45	60	60	45	45	45	45	45	45	60	45	45	60	45	45	45	45	30	45	
	Evaluator 5		15	37.5	75	60	30	30	45	30	60	30	45	75	75	75	75	45	37.5	60	45	22.5	30	
		Points	_	232.5	315	285	225	210	240	270	270	255	270	315	285	285	315	240	217.5	270	225	187.5	210	
		Rank (C)		15	1	4	16	19	12	7	7	11	7	1	4	4	1	12	18	7	16	21	19	
				-				-			-								-					
				1950	2025	2247.5	2130	1860	1955	2055	1650	2050	1927.5	1920	1935	1985	2320	2060	1730	2040	2025	1447.5	1640	2

Rank	Proposer Name	Total Weighted Score
1	Song + Associates	2320.00
2	Gurri Matute PA	2247.50
3	HKS Architects	2130.00
4	Zyscovich Architects	2075.00
5	Spiezle Architectural Group	2060.00
6	KVH Architects	2055.00
7	PGAL	2050.00
8	The Tamara Peacock Company Architects	2040.00
9	Design2Form	2025.00
10	Wannemacher Jensen Architects	2025.00
11	Saltz Michelson Architects	1985.00
12	Justin Architects PA (PKA Cartaya & Associates)	1955.00
13	BEA Architects	1950.00
14	Rodriguez Architects	1935.00
15	R.E. Chisholm Architects	1927.50
16	REG Architects	1920.00
17	HLW International LLP	1860.00
18	Synalovski Romantik Saye, LLC	1730.00
19	Nyarko Architectural Group	1650.00
20	Williamson Dacar Associates	1640.00
21	West Construction and West Architecture + Desgn, LLC	1447.50