

CHANGE ORDER SUMMARY

PROJECT NAME:

Booker High School Visual Performing Arts (VPA) Renovation Phase 1

CONTRACT NO. 22201677

CHANGE ORDER NO. #07

BOARD DATE: April 5, 2022

ITEM 1) Description: Deduct the cost of the **Air Handler units** supplied by **Trane**. This material will be direct purchased by the Sarasota County Schools.

Reason for Change: This change order deletes the value of materials to be purchased directly by the Sarasota County Schools from the construction contract. This allows the Sarasota County Schools to realize a savings on these materials. A purchase order will be written directly to the material supplier which will total the same amount as the change order less the sales tax. A sales tax savings of **\$15,890.00** will be realized.

Cost of Change: DEDUCT/ADD: (\$279,890.00)

SUMMARY: ITEM 1) DEDUCT/ADD: (\$279,890.00)

TOTAL COST: DEDUCT/ADD: (\$279,890.00)

Total Direct Material Purchase amount to date and as a % of original contract:	\$629,857.66	0.00%
--	--------------	-------

Total Tax Savings to date as a result of Direct Material Purchases:	\$38,091.46
---	-------------

Change Orders to date and as a % of original contract:	\$17,847,193.85	555.917%
--	-----------------	----------

SUBMITTED BY:


Ernest F. DuBose II, Project Manager
Construction Services Department



8027 Cooper Creek Blvd,
Suite 110
University Park, FL 34201
Ph: 941-343-4300

CHANGE ORDER REQUEST #7 OWNER DIRECT PURCHASE ORDER REQUEST

CONTRACT: 21-01-012 SBSC - Booker High School VPA
Theatre Renovation

CHANGE ORDER DATE: 03/07/2022

OWNER: Sarasota County Schools
1960 Landings Boulevard
Sarasota, FL 34231

CHANGE ORDER INFORMATION

Please Review the following change request(s) to this Contract:

HVAC ODP Request
Subcontractor: B & I Contractors
2701 Prince Street
Fort Myers, FL 33916

Vendor: TRANE
800 E Beaty Street
Davidson, NC 28036

Material Cost: \$264,000.00
Tax Savings: \$15,890.00
Total (including tax): \$279,890.00

This is an estimated amount. Any unused funds will be returned to the contractor.

ITEM #	DESCRIPTION	CONTRACT CHANGE
100006	B & I - Trane	(\$279,890.00)
Total:		(\$279,890.00)

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$3,210,407.00
The net change by previously authorized Change Orders was	\$17,459,134.73
The Contract Sum prior to this Change Order Request was.....	\$20,669,541.73
The Contract Sum will be decreased by this Change Order Request.....	(\$279,890.00)
The new Contract Sum will be	\$20,389,651.73
The Contract Time will be decreased by 0 days	
New Completion Date: 02/20/2023	

AUTHORIZED BY OWNER

Sarasota County Schools
1960 Landings Boulevard
Sarasota, FL 34231

By: Jane Dreger
Digitally signed
by Jane Dreger
Date: 2022.03.11
10:52:59 -05'00'

ACCEPTED BY CONTRACTOR

CORE Construction Services of Florida, LLC
8027 Cooper Creek Blvd, Suite 110
University Park, FL 34201

By: [Signature]
Date: 3/8/2022

ARCHITECT/ENGINEER

SCHENKELSHULTZ
2801 FRUITVILLE ROAD, SUITE 200
SARASOTA, FL 34237

By: [Signature]
Date: 03/10/2022 3:03:05 PM

PURCHASE ORDER REQUEST FORM

SUPPLIER NAME & ADDRESS: Trane 800 E Beaty Street Davidson, NC 28036						DATE: 1/19/2022					
						PROJECT NAME & NUMBER:					
						SCS Project ID: #3087					
						Booker High School- Visual Performing Arts (VPA) Renovation Phase 1					
PLEASE SHIP THE FOLLOWING TO:						JOB SITE MAILING ADDRESS:					
2101012 Booker High School Visual Performing Arts (VPA) Renovation Phase 1 3201 North Orange Avenue Sarasota, FL 34234						Booker High School Visual Performing Arts (VPA) Renovation Phase 1 3201 North Orange Avenue Sarasota, FL 34234					
Vendor Contact Info						Subcontractor Information					
Craig Carey cacarey@trane.com 239-284-2347						Drenda Theriault 2701 Prince Street Fort Myers, FL 33916 DTheriault@bandiflorida.com 239-332-4646					
ITEM NO.	QUANTIT Y	DESCRIPTION	UNIT PRICE	AMOUNT							
1	3 3 2 2 10 3 3	Air Handler Units Blower Coils Air Conditioning Units Ductless Splits VAVs Variable Frequency Drives Duct Heaters VENDOR QUOTE/PROPOSAL ATTACHED		\$264,000.00							
				Sales Tax	N/A						
				Subtotal	\$264,000.00						
				Non Taxable Amount	\$0.00						
				PURCHASE ORDER TOTAL	\$264,000.00						
SALES TAX SAVINGS CALCULATION											
\$5000.00 or less is a flat 7% on the total amount											
\$5000.01 and above is 6%											
Discretionary Tax- \$50											
Sales Tax Savings for this Purchase Order:				\$15,890.00							
PURCHASE ORDER TOTAL PLUS TAX (Change Order)				\$279,890.00							
APPROVED BY: _____											
Construction Manager/Contractor Signature											

**TRANE**

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2021 Trane Technologies All rights reserved

Prepared For:
 B&I Contractors

Date: August 16, 2021 **REVISED**

Proposal Number: H5-207424-4

Job Name:
 SCSB - Booker HS VPA Theater Renovation

Delivery Terms:
 Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
 Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Performance Climate Changer (CSAA) (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-5	1	Performance Climate Changer (CSAA)	CSAA014
A2	AHU-6	1	Performance Climate Changer (CSAA)	CSAA004
A3	AHU-7	1	Performance Climate Changer (CSAA)	CSAA017

Qty: 1 Tag(s): AHU-5

Indoor dual path air handling unit
 2" Double wall no-through-metal construction
 R13 Foam insulation
 6in. integral base frame
 1-Year Parts Warranty

Outdoor Air Path

Flat Filter section

Access Door
 2in./4in. combo w/ space for dual sensor
 2" Pleated filters MERV 8 (3 Sets)
 4" Cartridge filters MERV 13 (3 Sets)

Chilled Water Coil section

Aluminum fins with copper tubes
 Galvanized steel coil casing
 Stainless steel drain pan

Access/Turning section

Access Door
 Bottom opening to RA Path

Return Air Path

Flat Filter section

Access Door
 2in./4in. combo w/ space for dual sensor
 2" Pleated filters MERV 8 (3 Sets)
 4" Cartridge filters MERV 13 (3 Sets)

Chilled Water Coil section

Aluminum fins with copper tubes
 Galvanized steel coil casing
 Stainless steel drain pan

Access/Mixing section

Access Door
Top opening from OA Path
Stainless steel drain pan

Supply Fan section

Access Door
15 HP Direct drive plenum fan
NEMA premium compliant ODP
Voltage 460/3/60
Inverter balance with shaft grounding ring
Top rectangular discharge

Qty: 2 Tag(s): AHU-6, 7

Indoor dual path air handling unit
2" Double wall no-through-metal construction
R13 Foam insulation
6in. integral base frame
1-Year Parts Warranty

Outdoor Air Path**Air mixing section**

Access Door
Top parallel blade damper
2in./4in. combo w/ space for dual sensor
2" Pleated filters MERV 8 (3 Sets)
4" Cartridge filters MERV 13 (3 Sets)

Chilled Water Coil section

Aluminum fins with copper tubes
Galvanized steel coil casing
Stainless steel drain pan

Access/Turning section

Access Door
Bottom opening to RA Path

Return Air Path**Air mixing section**

Access Door
Back parallel blade damper
2in./4in. combo w/ space for dual sensor
2" Pleated filters MERV 8 (3 Sets)
4" Cartridge filters MERV 13 (3 Sets)

Chilled Water Coil section

Aluminum fins with copper tubes
Galvanized steel coil casing
Stainless steel drain pan

Access/Mixing section

Access Door
Top opening from OA Path
Stainless steel drain pan

Supply Fan section

Access Door
AHU-6: 5 HP Direct drive plenum fan
AHU-7: 15 HP Direct drive plenum fan
NEMA premium compliant ODP
Voltage 460/3/60
Inverter balance with shaft grounding ring
Top rectangular discharge

Not Included: Corrosion Protection Coatings, Hydronic Piping Specialties, External Vibration Isolators, Auxiliary Drain Pans, Float Switches, Start-Up, or Labor Warranty.

Tag Data - BCXD Blower Coil - Direct Drive (Qty: 3)

Tag(s)	Qty	Description	Model Number
FCU-1	1	BCXD Blower Coil - Direct Drive	BCHD036
FCU-2	1	BCXD Blower Coil - Direct Drive	BCHD018
FCU-3	1	BCXD Blower Coil - Direct Drive	BCHD024

Qty: 3 Tag(s): FCU-1, 2, 3

Horizontal Configuration
 1" Foil Faced Insulation
 208/1/60
 6 Row High Capacity Chilled Water Coil
 Polymer IAQ Drain pan
 2" Pleated MERV 8 Throwaway Filter (3 Sets)
 Direct drive ECM fan motor
 UC400 BACnet controller
 Discharge Air Sensor
 Wall mounted digital display temperature sensor (SP, OALMH) (Fld)
 1-Year Parts Warranty

Not Included: Corrosion Protection Coatings, Piping Packages, Vibration Isolators, Hanger Rods, Auxiliary Drain Pans, Float Switches, Start-Up, or Labor Warranty.

Tag Data - Split System Air Conditioning Units (Small) (Qty: 2)

Tag(s)	Qty	Description	Model Number
AH-1/CU-1	1	3 Ton Split System	4TTR4036L1--GAM5B0B36M31E
AH-2/CU-2	1	1.5 Ton Split System	4TTR4018L1--GAM5B0A18M11E

Qty: 2 Tag(s): AH-1/CU-1, 2

Split System Cooling Outdoor Unit
 200-230/1/60
Dip coated condenser coil coating & spray coating on CU cabinet
Multi-poise 4-way Air Handler
 Multi-speed ECM fan motor
 208-230/1/60
 7-Day Touchscreen Programmable thermostat (Fld)
 Evaporator defrost control (Fld)
 Head pressure control (Fld)
 Crankcase heater kit (Fld)
1-Year Parts & Labor Warranty on AH & CU
5-Year Compressor Warranty (Parts Only Years 2-5)

Not Included: Disconnects, Vibration Isolators, Hanger Rods, Auxiliary Drain Pans, Float Switches, Filters, Condensing Unit Roof Stands, Hurricane Tie-Downs, Start-Up, or Labor Warranty.

Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 2)

Tag(s)	Qty	Description	Model Number
AC-1-1/CU-1-1	1	12,000 Btuh Trane - Mitsubishi Ductless Split	TPKA0A0121HA70A--TRUYA0121KA70NA
AC-1-2/CU-1-2	1	24,000 Btuh Trane - Mitsubishi Ductless Split	TPKA0A0241KA70A--TRUYA0241HA70NA

Qty: 2 Tag(s): AC-1-1/CU-1-1, 1-2

Cooling only outdoor unit
 Wall Mounted indoor unit
 208-230/1/60
Dip coated condenser coil coating & spray coating on CU cabinet
 TAR-40MAAU Wall mounted wired programmable thermostat (Fld)
 Low ambient wind baffle (Fld)
1-Year Labor Warranty on AC & CU
5-Year Parts Warranty & 7-Year Compressor Warranty (Parts Only Years 2-7)

Not Included: Disconnects, Tie-In or Interface to BMS, Refrigerant Line Sets, Condensate Pumps, Vibration Isolators, Condensing Unit Roof Stands, Hurricane Tie-Downs, Start-Up, or Labor Warranty.

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 10)

Tag(s)	Qty	Description	Model Number
VAV-6-1, 6-3, 6-4	3	Variable Air Volume Single Duct Terminal	VCEF
VAV-6-2	1	Variable Air Volume Single Duct Terminal	VCCF
VAV-7-1 thru 7-6	6	Variable Air Volume Single Duct Terminal	VCEF

All Units

1" Foil faced insulation
 UC210 BACnet controller
 Standard actuator
 Standard Air Leakage
 Disconnect switch
 Power Fuse
 Digital display zone temperature sensor (Fld)
 1-Year Parts Warranty

Qty: 4 Tag(s): VAV-7-3 thru 7-6

Hushcore Premium Noise Reduction System by BRD Noise & Vibration Control
 Model PWR-350
 Acoustical Soft Enclosure System
 Velcro Removable Composite Acoustical Panels

Qty: 9 Tag(s): VAV-6-1, 6-3, 6-4, 7-1 thru 7-6

Single duct with electric heat as scheduled
 Duct temperature sensor -factory mounted
 277/24 volt transformer
 277/1/60
 Heating Stage - 1
 SCR Electric Heat Control

Qty: 1 Tag(s): VAV-6-2

Single duct cooling only terminal

Not Included: 24 Volt Transformer for VAV-6-2, Vibration Isolators, Hanger Rods, Start-Up, or Labor Warranty.

Tag Data – Trane TR200 Variable Frequency Drives (Qty: 3)

Tag(s)	Qty	Description	Model Number
AHU-5, 7	2	15 HP Variable Frequency Drive	TR200
AHU-6	1	5 HP Variable Frequency Drive	TR200

Qty: 2 Tag(s): AH-1/CU-1, 2

460/3/60
 NEMA 1 enclosure
 3-Contactor with electromechanical bypass
 15 HP provided main circuit breaker
 5 HP provided with main disconnect switch (circuit breaker not available)
 100kA SCCR on drive & bypass
 RFI filter
 Dual 5% DC link reactor
 BACnet interface
Start-Up by Factory Authorized Service Technician
3-Year Parts & Labor Warranty

Tag Data - Warren Electric Duct Heaters (Qty: 3)

Tag(s)	Qty	Description	Model Number
EDH-5-1	1	23 KW Warren Electric Duct Heater -	CBK
EDH-6-1	1	10 KW Warren Electric Duct Heater	CBK
EDH-7-1	1	18 KW Warren Electric Duct Heater	CBK

Qty: 1 Tag(s): EDH-5-1 44" x 20" vertical duct

Qty: 1 Tag(s): EDH-6-1 26" x 46" horizontal duct

Qty: 1 Tag(s): EDH-7-1 52" x 32" vertical duct

480/3/60

SCR controls with 0-10V interface

Disconnecting contactors

Air pressure switch

Manual reset high limit

Pilot lights (Control Circuit On, Power On)

Door-interlock disconnect switch (fused)

Insulated control panel, hinged lid

Not Included: Vibration Isolators, Hanger Rods, Start-Up, or Labor Warranty.

Trane Controls

SCOPE OF WORK

This scope includes the expansion of the existing Trane Tracer Ensemble building management system (BMS). A new Tracer SC+ will support three (3) dual path chilled water air handling units (AHUs), two (2) DX splits system AHUs, three (3) chilled water fan coil units (FCUs) and ten (10) variable air volume boxes (VAVs). Controllers shall be connected via a wired BACnet communication link.

This scope is based on plans by Engineering Matrix, Inc. dated 7-8-21 and includes sheets M000, MS011, MD101, MD102, MD103, M101A, M101B, M102A, M102B, M103A, M103B, M201A, M201B, M301, M302, M401, M402, M501, M502, M503, M601 and M602. Specifications were included with the plans. A site visit was not performed.

TRANE TRACER SC+

Trane's Tracer SC+ is powerful, flexible, scalable and intuitive. It has web software embedded that will permit the user access to the building automation system from any computer running a standard internet browser or secure VPN. A free application is also available that will allow a user to access the site using a smart phone or tablet. Through this web-based connection, the SC controller will provide the operator's graphical interface to allow occupancy scheduling, set point adjustments and system monitoring.

BUILDING AUTOMATION

Central Control and Engineering

- Furnish and install a Trane Tracer SC central building automation system (BAS) for control and monitoring of the scope of work below. Tracer SC is a web-based system allowing the customer to access the system from any PC, tablet or smart phone with web access.
- Expand the existing Tracer Ensemble central building management system (BMS) for control and monitoring of the scope of work below.
- Engineered control drawings including submittal information and point-by-point as-built documentation.
- Site specific user interface graphics to include floorplans, AHUs, FCUs and VAVs
- On-site owner training up to forty (40) hours; additional training is available at our Tampa training center
- One-year labor and materials warranty.
- Control wiring installation, supervision, labor and material (i.e. conduit, wire, cable, etc.) as required to install new controllers, sensors, communication cabling, etc.
- All exposed wiring or wiring in walls shall be in EMT conduit. Conduits exposed to weather shall be rigid galvanized pipe. Plenum rated wire shall be used in concealed accessible locations neatly tied off.
- Project will be progress billed each month based on the percent complete through that month.
- All work to be performed during normal business hours.

Three (3) CHW AHUs

- Factory provided and installed
 - Supply fan variable frequency drive (VFD) with BACnet communication interface
 - Return/outside air CHW cooling coil
 - Electric duct heater
- Field furnished and installed
 - BACnet UC series controller
 - XM expansion modules as needed
 - VFD start/stop, status, speed and feedback
 - Ebtron air flow monitoring station
 - RA/OA CHW 2-way CCV ball valve with modulating Belimo actuator
 - RA/OA air damper with modulating Belimo actuator
 - Unit temperature sensor (qty: 3)
 - Return air carbon dioxide sensor
 - Differential pressure transmitter
 - High static pressure switch
 - Space humidity sensor

Two (2) DX AHUs

- Factory provided and installed
 - Supply fan variable frequency drive (VFD) with BACnet communication interface
 - DX cooling coil
 - Electric duct heater
- Field furnished and installed
 - BACnet UC series controller
 - XM expansion modules as needed
 - VFD start/stop, status, speed and feedback
 - Ebtron air flow monitoring station
 - RA/OA air damper with modulating Belimo actuator
 - Unit temperature sensor (qty: 3)
 - Return air carbon dioxide sensor
 - High static pressure switch
 - Space temperature and humidity sensor

Three (3) CHW FCUs

- Factory provided and installed
 - BACnet UC series controller
 - Motor starter
 - CHW cooling coil
 - Space temperature sensor (field installed)
- Field furnished and installed
 - CHW valve with modulating actuator
 - Damper with modulating actuator
 - Unit temperature sensor (qty: 2)
 - Low limit thermostat
 - Space temperature sensor (factory provided)

Ten (10) VAVs w/ Electric Heat

- Factory provided and installed
 - BACnet UC series controller
 - Damper with modulating actuator
 - Discharge air temperature sensor
 - Controls transformer and associated heater wiring
 - Space temperature sensor (field installed)
- Field furnished and installed
 - Space temperature sensor (factory provided)

Miscellaneous Points, Systems, Interfaces and Interlocks

- Outdoor air temperature and humidity sensor
- Start/stop and status for ten (10) exhaust fans
- Line voltage thermostat for one (1) exhaust fan
- Ebtron airflow monitoring station for two (2) existing AHUs
- Provide one (1) water differential pressure transmitter
- BACnet interface to one (1) DLM indoor lighting controller. Controller provided by electrical contractor. Lighting circuits wired by electrical contractor
- Monitor one (1) binary input from the fire alarm system
- Two (2) space temperature sensors for monitoring of minisplit rooms. Minisplits will be controlled by standalone thermostats
- Relocate one (1) existing space temperature sensor

EXCLUSIONS:

- Excludes new controllers or end devices for existing units AHU-1,2,3,4. Units and controls will remain as existing
- Excludes power wiring to Trane controllers or 120-volt devices.
- Excludes LAN wiring, LAN hardware (computers, servers, routers etc.), internet service/access or the static IP address required by the Tracer BAS for web access
- Excludes repairs or replacement of any end devices not specifically mentioned above. Items found to be requiring physical repair or replacement will be recorded and presently separately to the owner.
- Excludes tie in to any equipment not mentioned in scope of work.
- Excludes interface with non-Trane BMS
- Excludes core drilling, fire stopping, patching and painting
- Excludes installation of duct or piping specialty devices
- Excludes providing, installing, or interlocking to VFDs, hurricane, smoke or fire-smoke dampers.
- Excludes overtime/weekend/night work not specifically included
- Excludes pressure independent control valves
- Pressure sensor taps, damper or valve installation
- Excludes any and all work with smoke exhaust system and fire alarm system
- Excludes lockable covers for space sensor.
- Excludes test and balance, commissioning or accompanying 3rd party test and balance contractor.

Total Equipment Net Price (Excluding Sales Tax).....\$119,000.

Total Controls Price\$145,000.

Total Net Price ADD for coated OA AHU coils (Excluding Sales Tax)\$3,802.

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Craig Carey
_____	Cell:
Printed Name	Office: (813) 877-8251
_____	_____
Title	Authorized Representative
Purchase Order _____	_____
	Title
Acceptance Date _____	_____
	Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
4. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
6. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
7. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
8. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
9. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
10. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
11. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
12. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
13. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
14. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)

Supersedes 1-26.251-10(0620)

CHANGE ORDER SUMMARY

PROJECT NAME:

Booker High School Visual Performing Arts (VPA) Renovation Phase 1

CONTRACT NO. 22201677

CHANGE ORDER NO. #08

BOARD DATE: April 5, 2022

ITEM 1) Description: Deduct the cost of the **Reinforcing steel materials** supplied by **Quality Metal Fabricators, Inc.** This material will be direct purchased by the Sarasota County

Reason for Change: This change order deletes the value of materials to be purchased directly by the Sarasota County Schools from the construction contract. This allows the Sarasota County Schools to realize a savings on these materials. A purchase order will be written directly to the material supplier which will total the same amount as the change order less the sales tax. A sales tax savings of **\$5,299.88** will be realized.

Cost of Change: DEDUCT/ADD: (\$92,797.88)

SUMMARY: ITEM 1) DEDUCT/ADD: (\$92,797.88)

TOTAL COST: DEDUCT/ADD: (\$92,797.88)

Total Direct Material Purchase amount to date and as a % of original contract:	\$717,355.66	0.00%
--	--------------	-------

Total Tax Savings to date as a result of Direct Material Purchases:	\$43,391.34
---	-------------

Change Orders to date and as a % of original contract:	\$17,847,193.85	555.917%
--	-----------------	----------

SUBMITTED BY:


Ernest F. DuBose II, Project Manager
Construction Services Department



8027 Cooper Creek Blvd,
Suite 110
University Park, FL 34201
Ph: 941-343-4300

CHANGE ORDER REQUEST #8

OWNER DIRECT PURCHASE ORDER REQUEST

CONTRACT: 21-01-012 SBSC - Booker High School VPA
Theatre Renovation

CHANGE ORDER DATE: 03/08/2022

OWNER: Sarasota County Schools
1960 Landings Boulevard
Sarasota, FL 34231

CHANGE ORDER INFORMATION

Please Review the following change request(s) to this Contract:

Concrete / Masonry ODP Request
Subcontractor: PAR Development Partners, Inc.
3840 N 50th St., Ste. 1050
Tampa, FL 33619

Vendor: Quality Metal Fabricators, Inc.
2610 E 5th Avenue
Tampa, FL 33605

Material Cost: \$87,498.00
Tax Savings: \$5,299.98
Total (including tax): \$92,797.88

This is an estimated amount. Any unused funds will be returned to the contractor.

ITEM #	DESCRIPTION	CONTRACT CHANGE
100007	PAR Development - Quality Metal	(\$92,797.88)
Total:		(\$92,797.88)

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$3,210,407.00
The net change by previously authorized Change Orders was	\$17,179,244.73
The Contract Sum prior to this Change Order Request was	\$20,389,651.73
The Contract Sum will be decreased by this Change Order Request.....	(\$92,797.88)
The new Contract Sum will be	\$20,296,853.85
The Contract Time will be decreased by 0 days	
New Completion Date: 02/20/2023	

AUTHORIZED BY OWNER

Sarasota County Schools
1960 Landings Boulevard
Sarasota, FL 34231

By: Jane Dreger Digitally signed
by Jane Dreger
Date: 2022.03.11
10:53:38 -05'00'

ACCEPTED BY CONTRACTOR

CORE Construction Services of Florida, LLC
8027 Cooper Creek Blvd, Suite 110
University Park, FL 34201

By: [Signature]
Date: 3/8/2022

ARCHITECT/ENGINEER

SCHENKELSHULTZ
2801 FRUITVILLE ROAD, SUITE 200
SARASOTA, FL 34237

By: [Signature]
Date: 03/10/2022 3:04:27 PM

**SARASOTA COUNTY SCHOOL DISTRICT
OWNER DIRECT PURCHASE (ODP) PROGRAM**

PURCHASE ORDER REQUEST FORM

SUPPLIER NAME & ADDRESS:		DATE:		
Quality Metal Fabricators Inc. 2610 E 5th Ave Tampa, FL 33605		2/28/2022		
		PROJECT NAME & NUMBER:		
		SCS Project ID: #3087 Booker High School- Visual Performing Arts (VPA) Renovation Phase 1		
PLEASE SHIP THE FOLLOWING TO:		JOB SITE MAILING ADDRESS:		
2101012 Booker High School Visual Performing Arts (VPA) Renovation Phase 1 3201 North Orange Avenue Sarasota, FL 34234		Booker High School Visual Performing Arts (VPA) Renovation Phase 1 3201 North Orange Avenue Sarasota, FL 34234		
Vendor Contact Info		Subcontractor Information		
Pete Coopride- GM pcoopride@qmfgroup.com 813-484-5006 Brianna Morris- Accounting bmorris@qmfgroup.com		Par Development Partners Inc. 3840 N 50th Street; Suite 1050; Tampa, FL 33619 Yancy Wilson yancy@pardevelop.com 813-374-2856		

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Reinforcing Steel	\$ 87,498.00	\$87,498.00
				\$0.00
				\$0.00
				\$0.00
		VENDOR QUOTE/PROPOSAL ATTACHED		\$0.00
				\$0.00
Sales Tax				N/A
Subtotal				\$87,498.00
Non Taxable Amount				\$0.00
PURCHASE ORDER TOTAL				\$87,498.00

SALES TAX SAVINGS CALCULATION	
\$5000.00 or less is a flat 7% on the total amount	
\$5000.01 and above is 6%	
Discretionary Tax- \$50	\$50.00
Sales Tax Savings for this Purchase Order:	\$5,299.88
PURCHASE ORDER TOTAL PLUS TAX (Change Order)	\$92,797.88

APPROVED BY: _____

Construction Manager/Contractor Signature



QUALITY METAL FABRICATORS, INC

2610 EAST 5TH AVENUE TAMPA, FL 33605

Ph: (813) 831-7320 Fx: (813) 831-3436

REINFORCING STEEL SUPPLIER QUOTATION

To: **PAR DEVELOPMENT PARTNERS. INC**
YANCY WILSON 3840 - N 50th St, Suite 1050
(813) 374-2856 Tampa, FL 33619
yancy@pardevelop.com

Project **BOOKER HS VPA THEATER RENOVATIONS**
3201 NORTH ORANGE AVENUE
SARASOTA, FL USA

Architect / Engineer:

SCHENKEL SHLTZ ARCH / HEES & ASSOC

Drawings & Addenda:

PLANS PER G001 DATED 7/8/21

Proposal Number: 166-21-b

Date: February 21, 2022

Valid Through: March 8, 2022

(Excludes All Mill Increases)

Specifications: NOT INCLUDED

Material Origin: DOMESTIC ONLY

APPROX 59.12 TONS FOR THE LUMP SUM OF \$ 87,498.00
(PROPOSAL EXCLUDES ALL SALES OR USE TAXES. SEE PAGE (2) FOR TERMS AND CONDITIONS)

PROJECT CLARIFICATIONS AND QUALIFICATIONS

- 1) PROPOSAL IS FOR REINFORCING STEEL, CUT, BENT, BUNDLED AND TAGGED WITH PLACING DRAWINGS & CUT LISTS.
- 2) HORZ MATERIAL IN MASONRY WILL BE SUPPLIED IN STOCK 20-00 LENGTHS AND CORNER BARS ONLY.
- 3) VERT MATERIAL IN MASONRY WILL BE SUPPLIED IN 4'-00" LIFTS, PLUS A LAP OR HOOK WHERE REQUIRED.
- 4) PROPOSAL UNIT PRICE INCLUDES A TOTAL ALLOWANCE OF \$750.00 FOR BAR SUPPORTS FOR MATERIAL SUPPLIED BY QMF IN THE ELEVATED DECKS ONLY. (BAR CHAIRS @ PANELS & DECKS. SLAB BOLSTER @ BEAMS & STAIRS)

PROPOSAL INCLUDES UP TO (6) DELIVERIES. QMF INC RESERVES THE RIGHT TO BILL FOR ADDITIONAL DELIVERIES DUE TO SMALL LOAD REQUESTS OR RESTRICTIVE JOBSITE CONDITIONS. ALL ADDITIONAL DELIVERIES WILL BE BILLED AT THE RATE OF \$410.00 PER TRIP.

DUE TO INSURANCE RESTRICTIONS, QMF INC PERSONNEL ARE STRICTLY PROHIBITED FROM ANY UNLOADING OF MATERIAL

PLEASE SIGN AND RETURN PAGE (1) AS A "LETTER OF INTENT"

Accepted By: _____

Date: _____

QUALITY METAL FABRICATORS, INC

PETE COOPRIDER

GENERAL MANAGER

CELL: (813) 484-5006

pcoopridr@qmfgroup.com

**QUALITY METAL FABRICATORS, INC**

2610 EAST 5TH AVENUE TAMPA, FL 33605

Ph: (813) 831-7320 Fx: (813) 831-3436

REINFORCING STEEL SUPPLIER QUOTATION

IN	EX	PROPOSAL INCLUSIONS & EXCLUSIONS
X		PLACING DRAWINGS AND BAR LISTS FOR REINFORCING STEEL
X		ACCESSORIES IN FORMED ELEVATED SLABS, BEAMS AND/OR TILT-UP PANELS
	X	FABRICATED REBAR WALL SPREADERS AND/OR MANUFACTURED WALL SPACERS
	X	ALL WELDING OF REINFORCING
	X	EPOXY COATED REINFORCING
	X	GALVANIZED REINFORCING
	X	A706 WELDABLE REINFORCING
	X	GRADE 75 REINFORCING
	X	MMFX (GRADE 100) REINFORCING
	X	STAINLESS STEEL REINFORCING
	X	MECHANICAL COUPLERS, THREADING OR END PREP OF BARS
	X	REINFORCEMENT FOR PRECAST AND/OR PRESTRESSED ITEMS
	X	MASONRY REINFORCING
	X	SMOOTH DOWELS (ROUND OR PLATE) AND/OR WIRE MESH (WWF)
	X	SUPPORTS FOR SMOOTH DOWELS AND/OR WIRE MESH (WWF)
	X	SUPPORTS FOR REINFORCEMENT ON EARTH OR GRADE
	X	SUPPORTS FOR REINFORCEMENT IN VERTICAL PLANES
X		STANDEES TO SUPPORT THE TOP LAYER ONLY OF REINFORCEMENT IN MATS FROM 12" UP TO 48" THICK
	X	ALL SITE WALLS, SIGNS, PADS, SLABS, PAVING OR OTHER SITE STRUCTURE NOT LISTED ON THIS PROPOSAL
	X	ALL SITE WORK, CURBS, DRAINAGE STRUCTURES AND SIDEWALKS
	X	ENGINEER'S SEAL ON PLACING PLANS
	X	PLACING AND/OR INSTALLATION OF REINFORCING
	X	REINFORCING FOR PANEL PICK UP POINTS AND/OR FOOTING PINS
	X	ADDED REINFORCING FOR OPENINGS NOT SHOWN ON THE DRAWINGS REFERENCED ON THIS PROPOSAL
	X	ADDED REINFORCING FOR CONTROL/CONSTRUCTION JOINTS NOT SHOWN ON THESE PLANS
	X	ELECTRICAL ITEMS (LIGHT POLES, DUCT BANKS, ETC.)
	X	RETAINAGE, WARRANTIES AND/OR PERFORMANCE BONDS
	X	POST TENSIONING BACK-UP BARS, SUPPORT BARS AND ACCESSORIES
	X	REINFORCING SHOWN ON DRAWINGS THAT ARE NOT REFERENCED ON THIS PROPOSAL

TERMS AND CONDITIONS

- 1) PROPOSAL IS TO FURNISH ONLY, IN ACCORDANCE WITH THE CODE OF STANDARD PRACTICE OF THE CONCRETE REINFORCING STEEL INSTITUTE, AND TERMS AND CONDITIONS HEREIN SPECIFIED ON PAGES (1) THRU (2)
- 2) ACCEPTANCE OF THIS PROPOSAL IS SUBJECT TO CREDIT APPROVAL. PAYMENT TERMS ARE NET (30) DAYS UNLESS STATED OTHERWISE IN THIS PROPOSAL. SELLER RESERVES THE RIGHT TO DECLINE ALL "PAY WHEN PAID" PROJECTS
- 3) SELLER RESERVES THE RIGHT TO SUSPEND ALL SHIPMENTS OF MATERIAL TO ANY PROJECT WHERE THE LAST PAYMENT HAS BEEN (60) DAYS OR MORE
- 4) PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS, INCLUDING REASONABLE ATTORNEY'S FEES, AND WAIVES THE RIGHT OF EXEMPTION AS TO THE PROPERTY LAWS OF THE STATE OF
- 5) PROPOSAL INCLUDES SHOP DRAWINGS FOR APPROVAL AND FILE AND/OR FIELD TO BE SENT WITH DELIVERIES TO THE SITE
- 6) ALL TERMS, PRICING AND DELIVERIES AGREED TO IN THIS PROPOSAL ARE SUBJECT TO THE AVAILABILITY OF MATERIALS
- 7) ALL PROPOSALS THAT INCLUDE DELIVERY INCLUDE (2) HOURS UNLOADING TIME ONLY AT NO CHARGE. SELLER RESERVES THE RIGHT TO BILL ANY ADDITIONAL UNLOADING TIME TO THE PURCHASER AT THE RATE OF \$100.00 PER HOUR
- 8) PRICING IS FOB THE JOBSITE, NEAREST SAFE AND ACCESSIBLE ROAD AS DETERMINED BY SELLER'S PERSONNEL ONLY
- 9) SELLER RESERVES THE RIGHT TO INCLUDE ADDITIONAL ENGINEERING, SHOP LABOR AND FREIGHT CHARGES IN ALL CHANGE ORDER PRICING. ALL STIRRUPS AND TIES WILL BE PRICED APPROPRIATELY FOR LABOR INTENSIVE ITEMS
- 10) SELLER RESERVES TO THE RIGHT TO INVOICE FOR ALL MATERIAL RELEASED FOR FABRICATION WHERE DELIVERY HAS BEEN DELAYED (14) DAYS OR MORE

MILL PRICING & ESCALATION

- 1) ALL MILL INCREASES ANNOUNCED AFTER THE DATE OF THIS PROPOSAL WILL BE ADDED AT THE TIME OF SALE
- 2) PRICING IS PROTECTED AGAINST MARKET ESCALATION THROUGH 8/31/2022. ON 9/1/2022 PRICING SHALL ESCALATE \$30.00 PER TON, THEN AN ADDITIONAL \$30.00 PER TON CUMULATIVELY EVERY (3) MONTH(S) THEREAFTER UNTIL THE PROJECT IS COMPLETED. MILL INCREASES ARE NOT PROTECTED AND WILL BE APPLIED IMMEDIATELY AT THE DISCRETION OF QMF INC

CHANGE ORDER SUMMARY

PROJECT NAME: Suncoast Polytechnical HS Portables

CONTRACT / PO #21903007

CHANGE ORDER NO. (2)

BOARD DATE: 4/5/22

ITEM 1) Description: Closeout old PO and return unspent funds for the portable relocations at Suncoast Polytechnical High School

Reason for Change: Closeout old PO and return unspent funds

Cost of Change: DEDUCT/ADD: (\$33,376.40)

SUMMARY: ITEM 1) DEDUCT/ADD: (\$33,376.40)

TOTAL COST: DEDUCT/ADD: (\$33,376.40)

Total Direct Material Purchase amount to date and as a % of original contract: \$0.00 0.00%

Total Tax Savings to date as a result of Direct Material Purchases: \$0.00

Change Orders to date and as a % of original contract: \$37,756.60 26.790%

SUBMITTED BY:

Jane Dreger, Director

Jane Dreger

Digitally signed by Jane
Dreger
Date: 2022.02.25 09:34:10
-05'00'

Willis A Smith Construction

5001 Lakewood Ranch Blvd.
Sarasota, FL 34240
Ph: (941) 366-3116

Change Order

Project:
Suncoast Polytechnical High
Portables

Change Order: 2-FINAL

Date: 4/5/2022

Architect's Project:

Contractor:
Willis A Smith Construction
5001 Lakewood Ranch Blvd
Sarasota, FL 34240

The Contract is changed as follows:

Final contract based on completion of project in 2019 and return unspent funds

\$(33,376.40)

The original Contract Amount was	\$140,934.00
Net change by previously authorized Change Orders	\$71,133.33
The Contract Amount prior to this Change Order was	\$212,067.00
The Contract will be decreased by this Change Order in the amount of	(33,376.40)
The new Contract Amount including this Change Order will be	\$178,690.60

The Contract Time will be unchanged.

The date of Substantial Completion as of the date of this Change Order therefore is 01/28/2019.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	Willis A Smith Construction	School Board of Sarasota Cnty
	CONTRACTOR	OWNER
N/A	5001 Lakewood Ranch Blvd. N., Suite 200 Sarasota, FL 34240	1900 Landings Boulevard Sarasota, FL 34231
	Nathan Carr <small>Digitally signed by Nathan Carr DN: C=US, E=ncarr@willissmith.com, O=Willis A. Smith Construction, Inc., CN=Nathan Carr Date: 2022.03.02 08:28:44-05'00'</small>	Jane Dreger <small>Digitally signed by Jane Dreger Date: 2022.02.25 09:34:34 -05'00'</small>
(Signature)	(Signature)	(Signature)
	Nathan Carr	Jane Dreger, Director
By	By	By
Date	Date	Date



SARASOTA
County Schools

Construction Services Department
Permitting & Inspections
7895 Fruitville Rd., Sarasota, FL 34240
Phone: 941-361-6680


Certificate of Occupancy

This Certificate issued pursuant to the requirements of the Florida Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Permit Number: 18-092-0002

Facility: SPHS-092

Project Title: Polytech Portable Addition

Description : Set 2 portables to the west side of Building 9. Connect power. 

Code In Effect: FBC-2017, FFPC-5th Edition

Construction Type: Addition

Occupancy Type: Educational

Buildings: 99-725, 99-726 **Rooms:**

Sprinkler System Installed: No

Sprinkler System Required: No

The described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

Building Official:
Michael Foley, BU1255

Blanton Marilyn

From: Carr Mary
Sent: Monday, March 7, 2022 12:01 PM
To: Blanton Marilyn
Subject: Fw: Closeout

the email for contract 21903007. Please put on the 4/5/22 Board. Use this email and use the AIA doc of the change order#2 too, as backup.

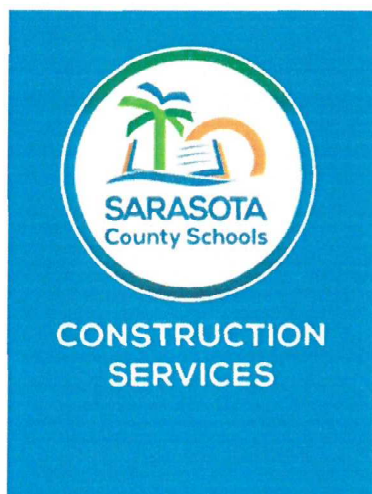
From: Carr Mary <Mary.Carr@sarasotacountyschools.net>
Sent: Monday, March 7, 2022 11:38 AM
To: Carr Mary <Mary.Carr@sarasotacountyschools.net>
Subject: Fw: Closeout

From: Dreger Jane <Jane.Dreger@sarasotacountyschools.net>
Sent: Thursday, February 24, 2022 7:36 AM
To: Carr Mary <Mary.Carr@sarasotacountyschools.net>; Blanton Marilyn <Marilyn.Blanton@sarasotacountyschools.net>
Cc: Starr Wayne <Wayne.Starr@sarasotacountyschools.net>
Subject: RE: Closeout

The Landings and Suncoast Poly Portable projects can be closed out. We hope the other three can be closed out in a week or two.

If you have any questions, or require additional information, please feel free to contact me.

Thank you and have a great day,



Jane Dreger
Director,
Construction Services
Sarasota County Schools

Office: 941-927-9000 ext. 69024

Cell: 941-915-7388

Email: Jane.Dreger@sarasotacountyschools.net

Web: <https://www.sarasotacountyschools.net/>



Rediscover Silence: "Quiet your voice, quiet your mind, a sense of peace you will find!"
#BecauseItMatters

From: Carr Mary <Mary.Carr@sarasotacountyschools.net>
Sent: Wednesday, February 23, 2022 9:13 AM
To: Dreger Jane <Jane.Dreger@sarasotacountyschools.net>; Blanton Marilyn
<Marilyn.Blanton@sarasotacountyschools.net>
Subject: Fw: Closeout

just a reminder on this flash drive for these old design contracts for the security projects.

From: Dreger Jane <Jane.Dreger@sarasotacountyschools.net>
Sent: Wednesday, January 26, 2022 7:28 AM
To: Starr Wayne <Wayne.Starr@sarasotacountyschools.net>; Blanton Marilyn
<Marilyn.Blanton@sarasotacountyschools.net>
Cc: Carr Mary <Mary.Carr@sarasotacountyschools.net>
Subject: FW: Closeout

Team,

I received a flash drive from Willis Smith with all of these closeout documents, which I will give to Wayne to verify. They thought these had already been submitted and that the final payments had already been made. They are happy to complete any missing final Change Orders if we need them.

They said the Landings was a study project that was cancelled mid-way through when all of the security projects started.

If you have any questions, or require additional information, please feel free to contact me.

Thank you and have a great day,



Jane Dreger
Director,
Construction Services
Sarasota County Schools

Office: 941-927-9000 ext. 69024
Cell: 941-915-7388
Email: Jane.Dreger@sarasotacountyschools.net
Web: <https://www.sarasotacountyschools.net/>



From: Dreger Jane
Sent: Friday, January 21, 2022 12:58 PM
To: Nathan Carr (ncarr@willissmith.com) <ncarr@willissmith.com>

Cc: Blanton Marilyn <Marilyn.Blanton@sarasotacountyschools.net>

Subject: Closeout

Nate,

I finally had time to circle back on the closeouts we need from WAS.

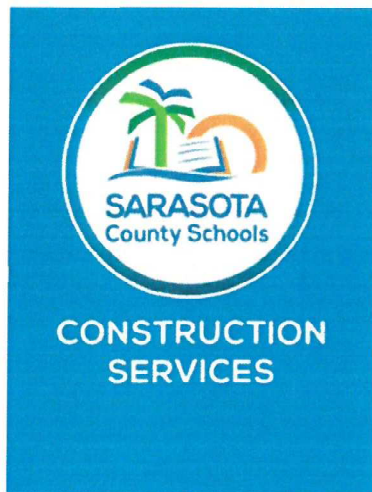
Here is a list:

PO NO	# of pay apps	PO DATE	DESCRIPTION	VENDOR NAME
U - 21800641	2	7/25/2017	LANDINGS-REORG.REMODELING&RENOV.DB CONTRACT-DESIGN	7165 - WILLIS A SMITH CONST INC
U - 21804947	2	5/23/2018	BROOKSIDE SECURITY & FENCING DESIGN DB CONTRACT	7165 - WILLIS A SMITH CONST INC
U - 21804948	2	5/23/2018	SPHS-SECURITY IMPROVEMENTS & FENCING DB CONTRACT	7165 - WILLIS A SMITH CONST INC
U - 21804950	2	5/23/2018	STCN-SECURITY AND SITE FENCING DESIGN DB CONTRACT	7165 - WILLIS A SMITH CONST INC
U - 21903007	3	12/6/2018	SPHS-PORTABLES RELOCATION & FENCING DB CONTRACT	7165 - WILLIS A SMITH CONST INC

Can you let me know the status of these?

If you have any questions, or require additional information, please feel free to contact me.

Thank you and have a great weekend,



Jane Dreger
Director,
Construction Services
Sarasota County Schools

Office: 941-927-9000 ext. 69024

Cell: 941-915-7388

Email: Jane.Dreger@sarasotacountyschools.net

Web: <https://www.sarasotacountyschools.net/>



Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

CHANGE ORDER SUMMARY

**PROJECT NAME: VHS-Building 31 Pool Equipment-Restrooms
Contract # 22200996**

Change Order Number 7

BOARD DATE: April 5, 2022

ITEM 1) Description: Deduct the cost of the lighting fixtures from Graybar. The material will be direct purchased by Sarasota County Schools.

Reason for Change: This change order deletes the value of materials to be purchased directly by Sarasota County Schools from the construction contract. This allows Sarasota County Schools to realize a savings on these materials. A purchase order will be written directly to the material supplier which will total the same amount as the change order total less the sales tax. Sarasota County Schools will receive a sales tax savings of: \$786.31.

Cost of Change: DEDUCT: (\$13,058.16)

SUMMARY: ITEM 1) DEDUCT: (\$13,058.16)

TOTAL COST: DEDUCT: (\$13,058.16)

Total Direct Material Purchase amount to date and as a % of original contract:	<div>\$-129,372.31</div>	<div>-7.64%</div>
--	--------------------------	-------------------

Total Tax Savings to date as a result of Direct Material Purchases:	<div>\$7,605.98</div>
---	-----------------------

Change Orders to date and % of original contract:	<div>\$245,775.01</div>	<div>14.50%</div>
---	-------------------------	-------------------

SUBMITTED BY:	Kevin Snyder,	<div>Digitally signed by Kevin Snyder, Project Manager Date: 2022.03.11 13:16:48 -05'00'</div>
	<u>Project Manager</u>	
	<u>Kevin Snyder</u> , Project Manager	



5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240
Ph: (941) 954-1599
Fax: (941) 954-5511

Change Order

Project:

21-020 VHS Bldg. 31 Pool Equip & RRs
1 Indian Avenue
Venice, FL 34285

Change Order: 7

Date: 2/25/2022

Architect's Project:**Contractor:**

P.J. Hayes, Inc d/b/a Tandem Construction
5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240

The Contract is changed as follows:

GMP - Bright Futures - Graybar - Fixtures

7 DMP - Bright Future - Graybar

\$(13,058.16)

The original Contract Amount was	\$1,694,450.68
Net change by previously authorized Change Orders	258,833.17
The Contract Amount prior to this Change Order was	1,953,283.85
The Contract will be decreased by this Change Order in the amount of	(13,058.16)
The new Contract Amount including this Change Order will be	\$1,940,225.69
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is 09/21/2022.	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Sweet Sparkman Architects Inc
ARCHITECT
2166 Main Street
Sarasota, FL 34237

P.J. Hayes, Inc d/b/a Tandem Construction
CONTRACTOR
5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240

School Board of Sarasota Cnty
OWNER
1900 Landings Boulevard
Sarasota, FL 34231

Todd M.
Sweet
(Signature)

Digitally signed by Todd M. Sweet
DN: cn=Todd M. Sweet,
email=tmsweet@sweetsparkman.com, c=US
Date: 2022.03.11 13:40:53 +05'00'

Matthew Sims
(Signature)

Jane Dreger
(Signature)

Digitally signed by Jane
Dreger
Date: 2022.03.11 13:40:53
+05'00'

Todd Sweet
By
March 1, 2022
Date

Matthew Sims
By 2/28/22
Date

Jane Dreger
By 03/11/2022
Date

KS



5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240
Ph: (941) 954-1599
Fax: (941) 954-5511

Change Request

To: Kevin Snyder
School Board of Sarasota Cnty
1900 Landings Boulevard
Sarasota, FL 34231
Ph: (941)361-6680 Fax: (941)361-6684

Number: 7
Date: 2/25/2022
Job: 21-020 VHS Bldg. 31 Pool Equip & RRs

Description: DMP - Bright Future - Graybar

We are pleased to offer the following specifications and pricing to make the following changes:
Credit for Owner's Direct Purchase of Lot Fixtures per the attached Graybar quote dated 02-23-22.

The total direct cost to perform this work is	\$(13,058.16)
(Please refer to attached sheet for details.)	
	Total: \$(13,058.16)

If you have any questions, please contact me at (941)954-1599.

Submitted by: Matthew Sims
Tandem Construction

Approved by: _____
Date: _____



5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240
Ph: (941) 954-1599
Fax: (941) 954-5511

Change Request 7 Price Breakdown
Continuation Sheet

Description: DMP - Bright Future - Graybar

Description	Cost Code	Price
DMP - Fixtures - Material	26-0010	\$(12,271.85)
DMP - Tax Savings	26-0010	\$(786.31)

Subtotal: \$(13,058.16)

DIRECT PURCHASE ORDER REQUEST FORM

School Board of Sarasota County

Date: 2/21/2022

Project Name: Venice High School - Pool Building #31

VENDOR:	Graybar
	4507 Oak Fair Blvd
	Tampa, FL 33610
Attention #1:	Walter Dickson
Email:	Walter.Dickson@graybar.com
Attention #2:	Jake Peter
Email:	Jake.Peter@Graybar.com
Telephone:	813-259-4100
Fax:	813-259-4370

SHIP TO:	Venice High School - Pool Building #31
	1 Indian Avenue
	Venice, FL 34285
	Attn: Bright Future Electric

Construction Manager's Contact List Matthew Sims - Matthew.sims@Tandemconstruction.com Renee Galto - Renee.Galto@Tandemconstruction.com Jennifer Smart - Jennifer.smart@Tandemconstruction.com
--

Date	Delivery Date	Ship via	F.O.B.	Terms	Purchase Order No.
		Your Truck	Job Site	Net 30	
SPECIAL INSTRUCTIONS: All responsibility & contact relative to the P.O. shall be with Bright Future Electric , as to delivery, quality, and quantity. Original invoice shall be sent to the above named subcontractor and approved by them, then forwarded to the Construction Manager, who will forward to School Board of Sarasota County.					
Item #	Item Description	Quantity	Unit	Unit Price	Extended Amount
	Lot Fixture PO per attached quote #ELS22-144279-4 <u>All invoices as follows:</u> School Board of Sarasota County C/O - Bright Future Electric 7011 15th Street East Sarasota FL 34212 941-752-0939 JeanneT@brifutelectric.com	1			\$12,271.85
				TOTAL	\$12,271.85

Tax Savings \$786.31

TERMS & CONDITIONS: ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAMED SUBCONTRACTOR. THE ONLY EXCEPTION IS PAYMENT FROM SBSC UPON APPROVED INVOICE FROM THE ABOVE NAMED SUBCONTRACTOR.
--

NOTE: Provide Product Data & Shop Drawings for Approval Prior to final order or fabrication. Field measure prior to fabrication
--



2475 17TH ST
SARASOTA FL 34234-1904
Phone: 941-955-0905
Fax: 941-365-5047

To: BRIGHT FUTURE ELECTRIC LLC
7011 15TH ST E STE A
SARASOTA FL 34243-6205
Attn: Jeanne Tsang
Phone: 941-752-0939
Fax: 941-752-0959
Email:

Date: 02/23/2022
Proj Name: VENICE HS POOL BLDG
GB Quote #: 0240049533
Release Nbr:
Purchase Order Nbr: VENICE HS POOL BLDG
Additional Ref#
Valid From: 02/23/2022
Valid To: 03/25/2022
Contact: WALTER DICKSON
Email: walter.dickson@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: ALTERNATE SUBJECT TO APPROVAL.

NO SPARES OR ATTIC STOCK INCLUDED.

PROJECT QUOTE IS BASED ON A COMPLETE SINGLE RELEASE.

PARTIAL RELEASES MAY BE SUBJECT TO PRICE INCREASES AND ADDITIONAL FREIGHT.

CONTROLS QUOTE BASED ON CONTRACTOR COUNTS. ANY

DEVIATION FROM THE QUOTE PROVIDED WILL REQUIRE A REVISION.

STANDARD TOGGLE SWITCHES NOT INCLUDED.

FREIGHT ESTIMATE INCLUDED.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA ENVISION LIGHTING SY	LOT		ELS22-144279-4		\$12,138.50	1	\$12,138.50
Item Note:								
	10 D8 LITH EVO4 40/07 AR LD MD 120 GZ1 SF TRW							
	1 D8S LITH EVO4SH 40/07 DFR SMO 120 EZ1 SF							
	32 D12 LITH EVO4 40/10 AR LD MD 120 GZ1 SF TRW							
	4 D12S LITH EVO4SH 40/10 DFR SMO 120 EZ1 SF							
	9 EL ISOL RL2LED-2-WH-MBC							
	16 G LITH CLX L48 4000LM SEF RDL MVOLT GZ10 40K 80CRI WH							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BRIGHT FUTURE ELECTRIC LLC
7011 15TH ST E STE A
SARASOTA FL 34243-6205
Attn: Jeanne Tsang

Date: 02/23/2022
Proj Name: VENICE HS POOL BLDG
GB Quote #: 0240049533

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1 GX LITH FEM L48 4000LM LPPFL MD MVOLT GZ10 40K 80CRI
1 X ISOL PH-R-1/2-BA-XX
1 \$OS LITH WSXA PDT XX
15 OS LITH CMR PDT 10

200	1 EA	INBOUND FREIGHT FOR TYPES EL AND X	\$133.35 1	\$133.35
-----	------	--	------------	----------

Total in USD (Tax not included): \$12,271.85

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BRIGHT FUTURE ELECTRIC LLC
7011 15TH ST E STE A
SARASOTA FL 34243-6205
Attn: Jeanne Tsang

Date: 02/23/2022
Proj Name: VENICE HS POOL BLDG
GB Quote #: 0240049533

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill as a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.