



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
Landings Administrative Complex
1980 Landings Blvd.
3:00 PM

March 19, 2024 Board Meeting Minutes

Call to Order

The Chair convened the March 19, 2024 Board Meeting at 3:00 p.m.

Present:

- Karen Rose, Chair
- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler

Flag Salute

1. FLAG SALUTE

Description

North Port High School JROTC and Student Representative

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Flag Salute: North Port High School

Cadets:

- Austin Nottingham
- John Miller
- Jedidiah Gooch
- Dejanae Foulkes
- Cy Keosaian

Student Representative: Emilee McKelvy, North Port High School

Special Presentations/Moments of Pride

2. SPECIAL PRESENTATIONS/MOMENTS OF PRIDE

Description

Recognize CTE Students of the Year

School Spotlight - Gulf Gate Elementary School

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

SPECIAL PRESENTATIONS

CTE Students of the Year Awards for Middle and High School Students

- Y'Xavyiah Edwards, Booker High School - MM & Engineering
- Bastian Pina, Booker Middle School - Coding
- Molly Coccozza, Brookside Middle School - Engineering
- Lucas Mattos, Laurel Nokomis Middle School - Engineering
- Adonis Sorensen, McIntosh Middle School - Agriscience
- Zoie Bieniek, North Port High School - MM & CS
- Sanjana Prakash, Pine View High School - Engineering
- Ethan O'Donnell, Pine View Middle School - Info Tech
- Kaden Sahadath, Riverview High School - Engineering

- Devlin Gibson, Sarasota High School - Engineering
- Ava Valabek, Sarasota Middle School - Engineering
- Sophia Woodbury, Suncoast Polytechnical High School - Engineering
- Kaylee Adkins, STC-Main - Cosmetology
- Jake Hook-Verrette, STC-North Port - Electrical
- Duncan Rohl, Venice High School - MM
- Volodymyr Faryna, Venice Middle School - CS
- Charles Dunphy, Woodland Middle School - Info Tech

School Spotlight: Gulf Gate Elementary School - Michelle Miller, Principal

Superintendents Report

3. SUPERINTENDENT'S REPORT

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Topics:

- Consent Agenda Items # 13 and 15
- Teacher Advisory Committee Application
- SCS Job Fair - 4/23/24
- ESE Parent Informational Session - 3/27/24
- Serve Our Community Week Fundraiser
- Thank you to Grace Community Church for generous donation

Hearing of Citizens - Agenda

4. HEARING OF CITIZENS

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Speakers:

- Dorian Summerlin
- Nicholas Machuca
- Jules Rayne
- Wendy Rosen
- Marie Keeney
- Shawn Bartelt
- Richard Cannarelli
- Julie London
- Serena Cannarelli
- Geert Martens
- Ray Murray
- Hans Schmeits
- Richard Stammer
- Kim Schmeits
- Alex Lieberman
- Carolyn Johnson
- Lisa Schurr
- Rabbi Edgar Weinsberg
- Collis Laton
- Rhana Bazzini
- Sandi Armstrong
- J.T. Prior
- Anya Dennison
- Shannon Clement
- Paulina Testerman
- Louise Machinist
- Julie Forestier
- Patrick Eaton

- August Rey
- India Miller
- Elizabeth Bornstein
- Carol Lerner
- Robin Williams
- Sally Sells

Approval of Consent Agenda

5. APPROVAL OF CONSENT AGENDA

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Consent Agenda be approved as presented.

Contact:

Financial Impact:

Revisions to the agenda after publication:

- An addendum was added to Item # 7 - The *Instructional/Classified Personnel Report*
- Item #16—*Finance Advisory Committee*—has been moved to New Business
- Item #17 - *Audit Selection Committee*—will be on a future agenda

Motion: (Roll Call Vote)

That the amended Consent Agenda be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

Consent Agenda

Approval of Minutes

6. APPROVAL OF MINUTES

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the minutes be approved as presented.

Contact:

Financial Impact:

Approval of Instructional/Classified Personnel Report

7. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

Description

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

Contact:

AL HARAYDA al.harayda@sarasotacountyschools.net

ALLISON FOSTER allison.foster@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Agreement/Contracts

8. APPROVAL OF AFFILIATION AGREEMENT BETWEEN CREEKSIDE HEALTH REHABILITATION CENTER AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

Creekside Health Rehabilitation Center has agreed to STC Health Science Program to make its facility available to School Board students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility.

Gap Analysis:

STC medical programs require clinical experiences at medical facilities to provide work-based learning experiences for its students which is required to program requirements.

Previous Outcomes:

N/A

Expected Outcomes:

Student success in the Nursing Assistant, Practical Nursing, Surgical Technology, Emergency Medical Technician, and Paramedic programs. Maintain highest level of quality patient care as experienced through hands-on clinical rotations.

Strategic Plan Goal:

Recommendation:

That the Affiliation Agreement between Creekside Health Rehabilitation Center and the School Board of Sarasota County, FL be approved as presented.

Contact:

RON DIPILLO ron.dipillo@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

Materials Management

9. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING WITH A LEAD

AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR PETROLEUM PRODUCTS STORAGE TANKS

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

The District is required to provide inspection and repair services for our fueling systems district wide. This is a State Mandate that requires inspections and immediate attention to all failed inspections.

Previous Outcomes:

The fuel stations/systems in the District typically have needed regular inspections and repairs. However, up to this point all repairs have been minor in nature.

Expected Outcomes:

At this time, we are working with aging fuel systems at 3 of our 4 fueling locations. Approval of this T & C will allow for the now needed major repairs within the District as well as the State mandated inspections.

Strategic Plan Goal:

Recommendation:

That the piggyback contracts were awarded to Windemuller Technical Services, Inc., for the ratifications and the anticipated purchase of testing, repair, and maintenance services for petroleum products storage tanks, be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed \$500,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

10. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR POUR IN RUBBER & ARTIFICIAL TURF PLAYGROUND SURFACES

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Facilities is in need of a vendor that supplies artificial turf for both playgrounds and play areas.

Previous Outcomes:

In the past, Facilities utilized mulch and Poured in Place (PIP) surfacing for playgrounds. Mulch is a constant maintenance need and requires daily labor. PIP is expensive to install as well as maintain.

Expected Outcomes:

To utilize the approved vendor on playgrounds in lieu of mulch or PIP which will offer superior comfort to our students and supply them with the proper fall cushioning ratios for protection.

Strategic Plan Goal:

Recommendation:

That the piggyback contracts awarded to ForeverLawn of Tampa Bay, for the anticipated purchase of pour in rubber & artificial turf for playground surfaces, be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net
JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed \$500,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

Facilities

11. APPROVAL OF THE DELETION OF THE STORAGE SHED #96-220
LOCATED AT LAUREL NOKOMIS SCHOOL

Description

The specified shed has been inspected by the Facilities Services and Construction Services staff and is deemed beyond economical to maintain or renovate and is more cost effective to be replaced with a new shed. Therefore, it is requested the shed be deleted and demolished.

Gap Analysis:

This Board action item provides documentation and description of district-owned property that is recommended for demolition and deletion from Florida Inventory of School Houses (FISH) records. It also identifies any items that require replacement.

Previous Outcomes:

Approvals to delete district-owned property can be necessitated by damage from storms such as hurricanes or high wind events; however, most commonly they are presented due to the item outliving its useful life and being more costly to repair and/or bring up to current code.

Expected Outcomes:

Upon approval by the Board, staff will work to have the item removed and if required, replaced accordingly, which will provide for safer and more secure facilities.

Strategic Plan Goal:

Recommendation:

That the deletion of the storage shed 96-220 located at Laurel Nokomis School from F.I.S.H inventory be approved as presented.

Contact:

DON HAMTION don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

\$3,100.00

12. ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE PINE VIEW SCHOOL BUILDINGS 4, 9, & 10 INTERIOR ALTERATIONS 2023 DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22303568 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$76,284.82)

13. APPROVAL AND/OR RATIFICATION OF FACILITIES SERVICES' CHANGE ORDER

Description

The Facilities Services' change order is summarized on the enclosure for ease of review. This change order reflects a decrease of (\$76,284.82) in gross contract dollars.

Gap Analysis:

Change orders are utilized on facilities' contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached document details the associated change order for this item.

Previous Outcomes:

Change orders reflect facilities' project progress and occur normally as a result of conditions on the facilities' project and district staff managing the costs associated with each project.

Expected Outcomes:

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal:

Recommendation:

That the Facilities Services' change order be approved and/or ratified as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$76,284.82)

Construction

14. APPROVAL OF UPDATE #2 TO THE 2024 ANNUAL CERTIFICATION OF PROFESSIONALS FOR CONSTRUCTION RELATED SERVICES

Description

The recommended professional has submitted request for annual certification by the School Board to provide professional and/or consulting services for Sarasota County Schools project. This submission is in accordance with School Board Policy 7.71 and 7.71a. The initial list was Board approved on 1/16/2024, Item #19. The newly added firm is identified in the enclosure at the end of the initial list. Upon Board approval, the pertinent data from this submission will be incorporated to the existing list.

Gap Analysis:

The Professional Services Selection Committee (PSSC), in accordance with School Board Policy 7.71 and 7.71a, certifies that this firm is qualified to submit proposals for advertised projects.

Previous Outcomes:

Approval of the qualified professionals on this annual certification list allows the PSSC to proceed with selection of firms to perform work for the district.

Expected Outcomes:

Firms on the approved, qualified list represents high quality, experienced firms who are eligible to compete for district projects. The firm added to the list is included in the overall list and outlined in the last page of the attachment.

Strategic Plan Goal:

Recommendation:

That update #2 to the 2024 annual certification of qualified professionals for construction related services be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

15. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

Description

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$5,352,917.55) deduct for Direct Material Purchases and the corresponding (\$88,240.65) deduct for sales tax savings. These change orders result in an overall contract decrease of (\$5,441,158.20).

Gap Analysis:

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

Previous Outcomes:

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

Expected Outcomes:

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal:

Recommendation:

That the Construction Services' change orders be approved and/or ratified as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$5,441,158.20)

Finance

16. ITEM MOVED TO NEW BUSINESS: APPROVAL OF FINANCIAL

ADVISORY COMMITTEE MEMBERS

Description

Board Policy Chapter 2.271 provides that each Board member shall appoint one of the seven appointees.

Gap Analysis:

By appointing members of the Financial Advisory Committee the Board is in compliance with Board Policy 2.271 and meets the oversight requirement of referendum language.

Previous Outcomes:

Previous committee members have served for extended terms and membership has declined.

Expected Outcomes:

That the two existing FAC members (Scott Pinkerton and Taylor Collins) will be appointed by two Board Members.

Strategic Plan Goal:

NA

Recommendation:

That the Board appointed community members for the Financial Advisory Committee be approved as presented:

- Karen Rose appointed Eric Robinson
- Tom Edwards appointed Jennifer Johnston
- Robyn Marinelli appointed Atticus Frank

Contact:

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

N/A

School Board Items

17. ITEM MOVED TO A FUTURE AGENDA: APPROVAL OF AUDIT SELECTION COMMITTEE MEMBER

Description

Board Policy 2.29 provides for an Audit Selection Committee with members appointed for each district by their respective Board Member, and a Board Member to serve as Chair as approved by the Board. Per policy, an appointment is required for a Board representative for District

2.

Gap Analysis:

Previous Outcomes:

District 2 will need a representative to fill the vacancy of Eric Robinson, who will serve as the Audit Selection Committee's Certified Public Accountant (CPA).

Expected Outcomes:

That Thomas Chaffee represent District 2 on the Audit Selection Committee.

Strategic Plan Goal:

Recommendation:

That the vacancy for the District 2 Representative on the Board's Audit Selection Committee be filled by Thomas Chaffee be approved as presented.

Contact:

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

New Business

18. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY CATALOG SOLUTIONS

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

As a public education agency, the deployment of a next-gen, robust firewall holds paramount importance in ensuring the integrity, security, and efficiency of Sarasota County Schools' digital infrastructure. The Information Technology Department has taken significant time to research and identify a firewall solution that meets the current and future needs of the district as it relates to: protection against cyber threats, preservation of data integrity & privacy, content filtering & compliance

management, and optimization of network performance.

A next-gen, robust firewall serves as the first line of defense against an array of cyber threats prevalent in today's digital landscape. It acts as a barrier, meticulously scrutinizing incoming and outgoing network traffic to intercept and neutralize malicious entities such as viruses, malware, and unauthorized access attempts.

Safeguarding sensitive student and staff data is of utmost concern. A firewall plays a pivotal role in preserving data integrity and privacy by regulating access to confidential information and thwarting unauthorized attempts to breach the district's network perimeter. This ensures compliance with stringent data protection regulations and fosters trust among stakeholders.

Beyond security measures, a next-gen firewall enables granular control over internet access, allowing school leaders to implement content filtering policies tailored to the educational environment. By selectively restricting access to inappropriate or non-educational content, the firewall helps maintain a safe and conducive online environment for students while aligning with regulatory compliance requirements.

Efficient network performance is essential for seamless delivery of educational resources and administrative functions. Through sophisticated traffic management capabilities, a robust firewall optimizes bandwidth utilization, prioritizes critical network traffic, and mitigates bottlenecks, thereby ensuring uninterrupted access to online learning tools and resources.

The adoption of a next-gen, robust firewall represents a strategic imperative for fortifying cyber defenses, protecting sensitive data, fostering regulatory compliance, optimizing network performance, and mitigating cybersecurity risks. By investing in robust cybersecurity infrastructure, our schools can cultivate a safe, resilient, and conducive digital learning environment conducive to student success and institutional excellence.

Previous Outcomes:

The previous purchase for the district's firewall solution was approved as presented. The firewall met the intended needs and objectives of the district during its anticipated lifecycle along with meeting the unanticipated needs through the COVID-19 pandemic.

Expected Outcomes:

The purchase of the district's firewall appliances with 3 years of support and maintenance should be approved as presented. The support and maintenance for these firewall appliances can be extended beyond the 3

years if the firewalls continue to meet the needs of the district at that time.

Strategic Plan Goal:

Recommendation:

That the cooperative contracts awarded to SHI International for the anticipated purchase of materials and/or services be approved as presented.

Contact:

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$1,150,000.00

The funds for these purchases are contained in the budgets allocated to the Information Technology Department. Funding Source: Capital Budget within IT Department Budget

Motion: (Roll Call Vote)

That the cooperative contracts awarded to SHI International for the anticipated purchase of materials and/or services be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

19. APPROVAL OF REQUEST TO ADVERTISE REMOVAL OF SCHOOL BOARD POLICIES 3.23, 4.21, 5.325, AND 5.55

Description

Approval of request to advertise removal of the following School Board Policies:

- Policy 3.23 Emergencies
- Policy 4.21 Textbook Adoption
- Policy 5.325 Dating Violence and Abuse
- Policy 5.55 Notice of Involuntary Examination

Gap Analysis:

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before to formally remove these

policies.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After expiration of the required 28-day advertisement period, the Board will be asked to formally remove these policies as early as the April 16, 2024 Board Meeting

Policy 3.23 is now covered more thoroughly in the revised safety policies discussed at the February 20, 2024 workshop and advertised for adoption at the April 5, 2024 meeting.

Policy 4.21 is covered more thoroughly in Policy 4.22, which the Board adopted on January 16, 2024.

Policy 5.325 is covered more thoroughly in Policy 2.72, which the Board adopted on December 12, 2023.

Policy 5.55 is covered more thoroughly in Policy 3.14, which the Board adopted on January 16, 2024.

Previous Outcomes:

These policy were all previously adopted by the Board but are now no longer needed due to updates to similar policies.

Expected Outcomes:

Upon formal removal of these policies after the required 28-day advertisement period and a final Board vote, they will be removed from our list of policies to avoid confusion with similar updated policies.

Strategic Plan Goal:

Recommendation:

That the request to advertise the removal of School Board Policies 3.23, 4.21, 5.325, and 5.55 be approved as presented.

Contact:

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net

CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Motion: (Roll Call Vote)

That the request to advertise the removal of School Board Policies 3.23, 4.21, 5.325, and 5.55 be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

20. APPROVAL OF FINANCIAL ADVISORY COMMITTEE MEMBERS

Description

Board Policy Chapter 2.271 provides that each Board member shall appoint one of the seven appointees.

Gap Analysis:

By appointing members of the Financial Advisory Committee the Board is in compliance with Board Policy 2.271 and meets the oversight requirement of referendum language.

Previous Outcomes:

Previous committee members have served for extended terms and membership has declined.

Expected Outcomes:

That the two existing FAC members (Scott Pinkerton and Taylor Collins) will be appointed by two Board Members.

Strategic Plan Goal:

NA

Recommendation:

That the Board appointed community members for the Financial Advisory Committee be approved as presented:

- Karen Rose appointed Eric Robinson
- Tom Edwards appointed Jennifer Johnston
- Robyn Marinelli appointed Atticus Frank

Contact:

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

N/A

Motion: (Roll Call Vote)

That the Board appointed community members for the Financial Advisory Committee be approved as presented: Karen Rose appointed Eric Robinson, Tom Edwards appointed Jennifer Johnston, Robyn Marinelli appointed Atticus Frank.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

Board Members Comments/Assignments

Announcements/Comments

The next Board Meeting is scheduled for Tuesday, April 2nd at 6:00 p.m.

Adjournment

The Chair adjourned the Regular Board Meeting at 5:32 p.m.

We certify that the foregoing minutes are a true account of the Regular Board Meeting held on March 19, 2024 and approved at the Regular Board Meeting on April 2, 2024.

Terrence Connor, Secretary

Karen Rose, Chair



March 19, 2024 Board Meeting
Agenda Item 1.

Title

FLAG SALUTE

Description

North Port High School JROTC and Student Representative

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact Information

Financial Impact



March 19, 2024 Board Meeting
Agenda Item 2.

Title
SPECIAL PRESENTATIONS/MOMENTS OF PRIDE

Description
Recognize CTE Students of the Year
School Spotlight - Gulf Gate Elementary School

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact Information

Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
Gulf Gate Presentation	3/22/2024	Cover Memo



Gulf Gate Elementary

Life is Good at the Gulf

Student Events



Tiger Trot



PBIS and Incentives



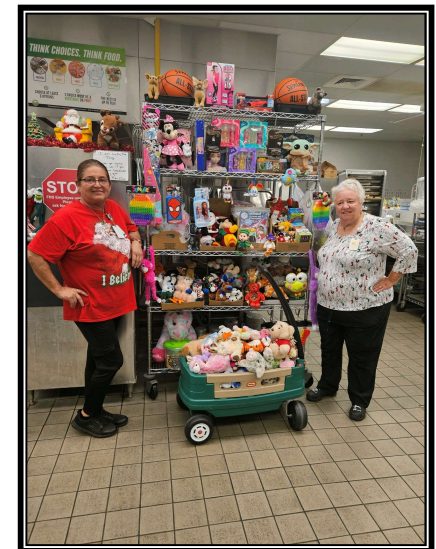
Admin Camp Out



Gulf Gate Drama Program



Book Vending Machine



Golden Tray Award



Meme Contest



Teacher Contests



School Culture and Morale



Staff Appreciation



ROAR Awards

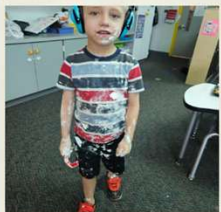
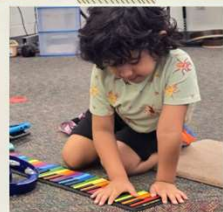


Specially Designed Learning for Autistic Students

- ❖ Currently serve 1 preschool room, 2 primary classrooms
 - ❖ Opportunity to GROW
- ❖ Model program for communication skills
- ❖ Neuro-affirming practices being implemented across the educational environment
- ❖ Collaborative team for the students



Everyone is Special at Gulf Cate



IT TAKES A VILLAGE TO RAISE A TIGER

Rockin' Readers

- 16 dedicated volunteers
- 23 Kindergarten students



**County Collaboration
and Support**



All Hands on Deck



We Put the “A” in Gulf Gate

- ❖ Developing systems and procedures
- ❖ Defining clear expectations
 - ❖ District curriculum
 - ❖ Grade level standards
 - ❖ Structured intervention time
- ❖ Accountability
- ❖ Celebrations
- ❖ Enrichment
- ❖ ALL means ALL



- ❖ Systematic data dives
- ❖ “Shared student” approach
- ❖ Partnership with FIN and CARD
- ❖ Backwards planning
- ❖ Professional learning
- ❖ Quality & Consistent Feedback
- ❖ Inclusive Scheduling
- ❖ Coaching and modeling
- ❖ Focused MTSS

Our Tiger Family is GROWING by the day!



**Emeilia
Noel**



Sully



**Principal Miller
has a new title...
MIMI**



Atlee Ruth



Christiana Dimitria



Scout Lee



March 19, 2024 Board Meeting
Agenda Item 3.

Title
SUPERINTENDENT'S REPORT

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact Information

Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
Presentation	3/22/2024	Cover Memo



Superintendent's Report

March 19, 2024

Consent Agenda Highlights



Sarasota County Schools, *Lamarque Book Blast*,
Lamarque Students, March 2024.

Consent Agenda Highlights

#13 – Approval and/or Ratification of Facilities Services' Change Orders



Change orders are utilized on facilities' contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax.

\$76,284.82

Consent Agenda Highlights

#15 – Approval and/or Ratification of Construction Services' Change Orders



Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax.

\$5,441,158.20

Consent Agenda Highlights

Item #16 and #17



- **Item #16** – *Approval of Financial Advisory Committee Members* – moved to New Business
- **Item #17** – *Approval of Audit Selection Committee Member* – moved to a future agenda





SCS News & Announcements



Sarasota County Schools, 2024 *STEM Fair*, SCS Students, February 2024.

Teacher Advisory Committee Application Open for the Month of April



The 2024-25 Teacher Advisory Committee Application is open now! Applications are due April 30, 2024.

Find the application on our website at:
www.SarasotaCountySchools.net/Superintendent

There will be an official committee announcement in June, so stay tuned!



SARASOTA COUNTY SCHOOLS
JOB FAIR



COME WORK FOR AN "A" RATED DISTRICT!

Hiring for Instructional and Non-Instructional Positions
for 2024-2025

Tuesday, April 23, 2024
10AM - 1PM

Carlisle Inn - Conference Center
3727 Bahia Vista Street
Sarasota, FL 34232

To register, please visit:
<https://forms.microsoft.com/r/caFHMvLOGa>

Questions? Email
recruitment@sarasotacountyschools.net

SCS Job Fair

- April 23, 2024
- 10 AM – 1 PM
- Carlisle Inn – Conference Center
- 3727 Bahia Vista St. Sarasota, FL 34232

Hiring for both Instructional and Non-Instructional positions for the 2024-2025 school year.

Exceptional Student Education



ESE Program Advancements Parent Informational Session

Learn more about the ESE Program Advancements, grant acquisitions, and program review next steps for the 2024-2025 School Year as we work towards empowering excellence in our ESE students.

Wednesday, March 27, 2024

Two available sessions 12:30 or 5:30 p.m.

Webinar Link

<https://sarasotacountyschools.zoom.us/j/89975923833>



ESE Parent Informational Session



- March 27, 2024
- Zoom Webinars (2 sessions)
- 12:30 PM or 5:30 PM

Learn more about the ESE Program Advancements, grant acquisitions, and program review next steps for the 2024-2025 school year as we work towards empowering excellence in our ESE students.

Thank you for donating to the “Serve Our Community Week” Fundraiser!



SCS would like to give a HUGE thank you to everyone who donated to the “Serve our Community Week” Fundraiser! Thanks to you, we were able to relieve our students’ school lunch debt.



And a special thank you to Grace Community Church for their generous donation of \$35,000! We appreciate your generosity and support!



**EVERY STUDENT.
EVERY DAY!**



March 19, 2024 Board Meeting
Agenda Item 4.

Title
HEARING OF CITIZENS

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact Information

Financial Impact



March 19, 2024 Board Meeting
Agenda Item 5.

Title

APPROVAL OF CONSENT AGENDA

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

That the Consent Agenda be approved as presented.

Contact Information

Financial Impact



March 19, 2024 Board Meeting
Agenda Item 6.

Title
APPROVAL OF MINUTES

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation
That the minutes be approved as presented.

Contact Information

Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
030524 Board Meeting Minutes	3/8/2024	Cover Memo



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
Landings Administrative Complex
1980 Landings Blvd.
6:00 PM

March 5, 2024 Board Meeting Minutes

Call to Order

The Chair convened the March 5, 2024 Board Meeting at 6:00 p.m.

Present:

- Karen Rose, Chair
- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler

Flag Salute

1. FLAG SALUTE

Description

North Port High School JROTC and Student Representative

Arts Aesthetic Moment - *Arts in Our Schools Month*

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Flag Salute: North Port High School JROTC

Cadets:

- Austin Nottingham
- John Miller
- Dejanae Foulkes
- Jordan Wager

Student Representatives:

- Brenda Smith, North Port High School
- Sophia Woodbury, Sarasota Polytechnical High School

Arts Aesthetic Moment: *Arts in Our Schools Month*

- Cole Duncan, Venice High School, played a short a capella oboe solo
- Ayla Mulock, Booker High School VPA, singing "A Way Back to Then"
- Haley Brown, Art Teacher, Pine View School, shared slides of artwork

Superintendents Report

2. SUPERINTENDENT'S REPORT

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Topics:

- Consent Agenda: Item #19 - Literacy Coach K-12
- Stacy Lahdenpera - 2024 School-Related Employee of the Year

- SMA Rifle Team Honors
- 2023-2024 Best U.S. High Schools: Pine View ranked #2 and #13 Nationally; Suncoast Polytechnical ranked #36; Riverview ranked #88; Venice ranked #163
- ESE Agency Fair - March 28th
- Serve Our Community Week Fundraiser - March 4-9
- Florida Prepaid Scholarships - Closes April 30th
- No School for Students - March 8th
- No School - Spring Break - March 11th-15th
- Athletic Choice - March 1 - April 1
- In Tune! Podcast - Mental Health Options - March 7th

Hearing of Citizens - Agenda

3. HEARING OF CITIZENS

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Speakers:

- Nancy Harris
- Alex Lieberman
- Christy Karwatt
- Rhana Bazzini
- Jason Champion
- August Rey
- Deborah Hays
- Lisa Schurr
- R. Lee Buechler
- Jules Rayne
- Nicole Walkrewicz
- Barbara Vaughn

- Zander Moritz
- William Harless
- Robin Williams
- Maryann D'Aquino Tearle
- Betsy Elizabeth Braden
- Carol Lerner
- Thomas Babicz
- William Dobrow
- India Miller
- Journi Smyth
- Lola Smyth
- Sally Sells
- Julie Forestier
- James Rachwal
- Shannon Clement
- Stephen Guffanti
- Linda Weinrich
- Marjorie Peter
- Sebastian Martinez
- Anya Dennison
- Peggy Moorman
- Hannah Silva
- Esther Rachwal
- Jay Wolin
- Liz Ballard

Board recessed at 8:10 p.m.

Board reconvened at 8:15 p.m.

- Paulina Testerman
- Beck Lane
- Kathryn Gray
- Gerry Ripo
- Sonia Howman
- Steven Russell
- Sebastian Girstl
- Liz Barker
- Anastasia Dykins
- Sandi Armstrong
- Shawn Bartell
- Elizabeth Cuevas Neunder
- Elizabeth Bornstein

- Jessica Thomason
- Bill Nease
- Seneca Bristol
- Christine Hervig
- Bill Van Allen

Approval of Consent Agenda

4. APPROVAL OF CONSENT AGENDA

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Consent Agenda be approved as presented.

Contact:

Financial Impact:

Revisions to the agenda after publication:

- Meeting Minutes have been added to Item # 5.
- An addendum was added to Item # 6 - The Instructional/Classified Personnel Report

Motion: (Roll Call Vote)

That the amended Consent Agenda be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

Consent Agenda

Approval of Minutes

5. APPROVAL OF MINUTES

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the minutes be approved as presented.

Contact:

Financial Impact:

Approval of Instructional/Classified Personnel Report

6. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

Description

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

Contact:

AL HARAYDA al.harayda@sarasotacountyschools.net

ALLISON FOSTER allison.foster@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Agreement/Contracts

7. APPROVAL OF THE AFFILIATION AGREEMENTS BETWEEN SAINT LEO UNIVERSITY AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Description

The affiliation agreement will allow students pursuing education degrees at Saint Leo University to complete classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

Gap Analysis:

Sarasota County Schools currently does not have an affiliation agreement with Saint Leo University. This institution offers a Bachelor of Arts in Elementary, Middle and Secondary Education. A partnership with Saint Leo University will allow us to provide clinical experiences to their students and provide us with the opportunity to “grow our own” educators through the different degree programs available at Saint Leo University.

Previous Outcomes:

We currently have affiliation agreements with fourteen institutions of higher learning and are hosting twenty clinical/final internships and 33 Field Experience/Observations from 10 of these institutions for the Spring of 2024.

Expected Outcomes:

An affiliation agreement with Saint Leo University will increase the number of partnerships we have with institutions of higher learning, therefore increasing the pool of highly qualified applicants for vacant teaching positions.

Strategic Plan Goal:

Recommendation:

That the affiliation agreement between Saint Leo University and the School Board of Sarasota County, Florida, be approved as presented.

Contact:

SETH GARDNER seth.gardner@sarasotacountyschools.net
DANIELLE SCHWIED danielle.schwied@sarasotacountyschools.net
ALLISON FOSTER allison.foster@sarasotacountyschools.net
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

N/A

8. APPROVAL OF THE INTERAGENCY AGREEMENT BETWEEN CIRCUIT 12
AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Description

The purpose of this Interagency Agreement is the coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida's children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

Gap Analysis:

Without this agreement, students and families would not have access to state mandated and local resources and supports.

Previous Outcomes:

This agreement allows for successful community supports through coordinated efforts among state and local agencies. In addition, this agreement provides wrap around supports to students and families in crisis through various community staffing.

Expected Outcomes:

Enhancing stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the youth served by the parties to this Agreement.

Strategic Plan Goal:

Recommendation:

That this Interagency Agreement between Circuit 12 and the School Board of Sarasota County, be approved as presented.

Contact:

AMANDA COKER amanda.coker@sarasotacountyschools.net

DEBRA GIACOLONE debra.giacolone@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

N/A

9. APPROVAL TO AMEND THE FULL SPECTRUM BEHAVIOR ANALYSIS (FULL SPECTRUM ABA), LIMITED LIABILITY COMPANY (LLC), CONTRACT FROM JULY 18, 2023, TO INCREASE \$155,160 TO EXISTING CONTRACT

Description

Full Spectrum Behavior Analysis (Full Spectrum ABA), Limited Liability Company (LLC) is a company that provides contracted behavior intervention support using Board-Certified Behavior Analysts (BCBAs) and Registered Behavior Techs (RBTs). The science of Applied Behavior Analysis (ABA) is used to program design research-based behavioral interventions. FSBA BCBA support includes and may not be limited to:

- Collaboration with school-based teams to create Functional Behavior Assessments (FBAs)
- Design and/or perform a review of existing Behavior Intervention Plans (BIP)
- Guide the implementation of the BIP
- Analyze behavior data to guide recommendations
- Build capacity by training school-based staff on research-based interventions directly aligned with the implementation of BIPs.

Gap Analysis:

FSBA contracted support has been provided throughout the district to support students in 16 schools at all levels during the 23-24 School Year (SY). This support has been essential as the district employs only one BCBA assigned as a Behavior Specialist (Instructional) supporting preschool students, leaving a gap for addressing intensive behavioral challenges K-12.

Previous Outcomes:

During the 23-24SY, to date 16 students have been supported with specialized intensive behavior support in the Least Restrictive Environment (LRE) through the contract with FSBA. The total number of school-based staff that have been impacted through provided training from a FSBA BCBA: · 20 Administrators (Principals and Assistant Principals) · 19 Behavior Specialists · Approximately 35 teachers (general education, specials, and ESE) · Approximately 30 classroom paraprofessionals · 10 Support Staff and Related Service providers

Expected Outcomes:

With the continued support of contracted Board-Certified Behavior Analyst (BCBA) and Registered Behavior Technician (RBT) support, students exhibiting significant maladaptive behavior that interfere with

learning will have an overall reduction of behaviors of concern and obtain replacement skills to increase time in the classroom, learner engagement and academic success. It is also anticipated that the student behavior data and discipline data will be reduced. In addition, students will obtain necessary skills to self-regulate and become active learners for increased academic, social and communication development. Upon skill acquisition by the student, the BCBA will focus on training school staff and building capacity to fade support. Staff at the school sites receiving this level of additional student support will collaborate directly with the BCBA and gain skills through modeling and direct coaching to maintain developed behavior plan and transfer learned knowledge to future student needs.

Strategic Plan Goal:

Recommendation:

That the contract between Full Spectrum Behavior Therapy, LLC, and the School Board of Sarasota County, FL, be approved as presented.

Contact:

HEATHER WASSERMAN

heather.wasserman@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

The total fiscal impact is not to exceed \$155,160.00 from IDEA PreK, IDEA K-12 and AR22 with frozen allocations from the converted positions the cost center 0031

10. APPROVAL OF THE DATA SHARING AGREEMENT BETWEEN SARASOTA COUNTY SCHOOL BOARD AND PENDA LEARNING FOR THE STATEWIDE SCIENCE ASSESSMENTS (SSA) AND BIOLOGY END-OF-COURSE (EOC) ASSESSMENT STUDY AND EFFICACY ANALYSIS

Description

The purpose of the study is to provide a link between Penda Learning's platform usage in science courses grades 3 - Biology to Sarasota County on the schools Statewide Science Assessments (SSA) and Biology End-of-course (EOC) Assessment proficiency. In order to perform this linking study at the direction of Sarasota County Schools, Penda Learning will need to analyze data from the District during the 2022-2023 school year and determine the extent to which a correlation exists between platform usage and increased performance on Statewide Science Assessments (SSA) and Biology EOC scores. This study will allow Penda Learning to provide reports to Sarasota County Schools that include time on task

related to assessment scores on the SSA and EOC end of year performance.

Penda Science's game-based, standards aligned online intervention platform helps students in grades 3 through biology develop mastery and excel in science. Penda simplifies data-driven instruction and RTI/MTSS so all students can build their skills and confidence. Using an engaging, game-based interface that fully absorbs students in learning, Penda online activities supplement science instruction and support differentiated instruction. All of Penda Learning's activities are aligned to the Florida NGSSS science standards for grades 3-8, physical science, environmental science, and high school biology, and are custom paced with SCS instructional focus guides.

From the data sharing agreement "Sarasota County Public Schools will generate the data requested and post the file via Secure File Transfer Protocol (SFTP) on Penda servers. The file will be password protected, and the password shared via encryption. The file provided by the district and all project working files shall be posted and maintained in the SFTP environment. The data is stored on Penda Learning's servers in data centers in Virginia, USA, provided by Amazon Web Services (AWS). AWS data centers are compliant with the international information security standard, ISO 27001. AWS security and compliance parameters can be found here: <https://docs.aws.amazon.com/whitepapers/latest/aws-overview/security-and-compliance.html>. Lastly, at the conclusion of the project, all data files will be returned to the district and/or destroyed via anonymization then full-deletion.

Gap Analysis:

The purpose of the Efficacy Analysis is to evaluate the impact of Penda Learning's engagement on students' Statewide Science Assessments (SSA) and Biology End-of-Course (EOC) exam in Sarasota County, Florida. In order to perform this study at the direction of Sarasota County Schools, Penda Learning will receive and analyze data for all enrolled students during the 2022-2023 school year. Penda Learning is implemented in grades 3 - biology in all of our elementary, middle and high school science courses. In order to improve student achievement and evaluate the efficacy of instructional resources, an analysis that includes alignment of resources and student achievement on state assessments is needed.

Previous Outcomes:

Penda Learning has been used in Sarasota County School's since the

2022-2023 school year. In prior years, we have not had a science specific resource available that spanned all tested grade bands.

Expected Outcomes:

The results of the data analysis will be shared with the district to identify the impact and alignment between the implementation of Penda Learning platform and student performance on the Spring Statewide Science Assessments (SSA) and Biology End-of-course (EOC) exam.

Strategic Plan Goal:

Recommendation:

That the data sharing agreement between Sarasota County Schools and Penda Learning for the Statewide Science Assessments (SSA) and Biology End-of-Course (EOC) Assessment Study and Efficacy Analysis be approved as presented.

Contact:

MICHELLE ANDERSON michelle.anderson@sarasotacountyschools.net

MEGAN GREEN megan.green@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

11. APPROVAL OF THE INTERAGENCY USER AGREEMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND USE BETWEEN THE SARASOTA COUNTY SHERIFF'S OFFICE AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ON BEHALF OF THE SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT

Description

Interagency user agreement for information sharing of criminal justice information (CJI) with the Sarasota County Sheriff's Office (SSO).

Gap Analysis:

Addresses the interagency exchange and use of criminal justice information that is recognized by the Federal Bureau of Investigations (FBI) and Florida Department of Law Enforcement (FDLE).

SSO would provide us access to information from The Florida Crime Information Center (FCIC) and the National Crime Information Center (NCIC).

Previous Outcomes:

Ongoing and recurring agreement with the SSO for information sharing

and the continuous positive relationship with the SSO.

Expected Outcomes:

Ongoing and recurring agreement with the SSO for information sharing and the continuous positive relationship with the SSO.

Strategic Plan Goal:

Recommendation:

That the Interagency User Agreement for Criminal Justice Information Exchange and Use between the Sarasota County Sheriff's Office and the School Board of Sarasota County, Florida on behalf of the Sarasota County Schools Police Department be approved as directed.

Contact:

STEVE LORENZ steve.lorenz@sarasotacountyschools.net

CHRIS RENOUF chris.renouv@sarasotacountyschools.net

Financial Impact:

N/A

Materials Management

12. APPROVAL OF CLASSIFICATION OF INOPERABLE EQUIPMENT AND FURNITURE AS PROPERTY TO BE DELETED

Description

Pursuant to School board Policy 7.75 - Obsolete, uneconomical or inefficient surplus property which serves no useful purpose may be disposed of in accordance with state law and regulations. Prior to disposal, reasonable attempts should be made to salvage all or part of any item of property for school use. When it is no longer practical that property be retained, the property shall be offered for sale by auction to the public at large or otherwise disposed of pursuant to Florida law including donation to other governmental bodies or private nonprofit agencies. Disposal of surplus property purchased with Federal funds shall be undertaken in accordance with Federal procedures. Any remaining surplus property may be declared unusable and disposed of in a reasonable, environmentally sound manner.

Gap Analysis:

General Accepted Accounting Principles require that obsolete or unusable equipment be removed from records.

Previous Outcomes:

This information is presented on a monthly basis.

Expected Outcomes:

The board approves the disposal of inoperable equipment and furniture as property to be deleted.

Strategic Plan Goal:

Recommendation:

That the classification of equipment and furniture, as property to be deleted, in an amount of \$523.78, be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

\$523.78

13. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER PIGGYBACK CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR PLAYGROUND EQUIPMENT AND SERVICES

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contract for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

This was approved for piggybacking April 4, 2023. We want to add additional vendors to obtain additional quotes due to the workload of the vendor we have been using.

Previous Outcomes:

We have been piggybacking the Manatee County School Board Bid to be able to get competitive pricing and we are in need of additional vendors

for better timelines and pricing.

Expected Outcomes:

To approve the addition the additional vendors of Kompan, Inc., Advanced Recreational Concepts, LLC, and PlaySpace Services, Inc., to be able to get multiple quotes when pricing playground equipment.

Strategic Plan Goal:

Recommendation:

That the piggyback contracts awarded to Kompan, Inc., Advanced Recreational Concepts, LLC, PlaySpace Services, Inc, for the anticipated purchase of Playground Equipment and Services be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Just adding additional vendors.

Funding Source: Capital Funds

14. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY SOLUTIONS, PRODUCTS, & SERVICES

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

PowerSchool Group LLC provides the applications for the district learning management system (Schoology) and the district assessment & analysis platform (Performance Matters). In addition to the aforementioned platforms, PowerSchool also provides professional services in support of the platforms that are outside the normal duties and requirements of the master software agreement. Naviance provides support in the college application process that Pine View Schools pays for separately for their students.

Previous Outcomes:

The purchase of PowerSchool solutions have been previously approved.

Expected Outcomes:

The purchase of PowerSchool solutions should be approved as presented.

Strategic Plan Goal:

Recommendation:

That the contracts awarded to Naviance, Inc. and Powerschool Group LLC for the anticipated purchase of materials and/or services be approved as presented.

Contact:

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Not to exceed \$650,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Construction

15. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

Description

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$424,091.49) deduct for Direct Material Purchases and the corresponding (\$1,482.97) deduct for sales tax savings and an addition to the Bay Haven CM contract of \$108,681.26 to replace fire alarm equipment. Funding for this item is provided by Facilities. These change orders result in an overall contract decrease of (\$316,893.20).

Gap Analysis:

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

Previous Outcomes:

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

Expected Outcomes:

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal:

Recommendation:

That the Construction Services' change orders be approved and/or ratified as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$316,893.20)

Job Description

16. APPROVAL OF THE REVISED JOB DESCRIPTION FOR BUS ATTENDANT/DELIVERY DRIVER

Description

The revised job description removes the requirement of being a bus driver and allows for a bus attendant to serve in the second half of the position.

Gap Analysis:

The position was a bus driver/delivery clerk. With the change in pay schedule for bus drivers, the delivery clerk option is less pay making it harder to get a bus driver to bid on the position. Changing from the bus driver requirement to a bus attendant will make the delivery clerk portion a higher pay scale which will make the position easier to fill during bid. Since the delivery clerk position is not required to have a CDL, an attendant can easily fill that position.

Previous Outcomes:

Previously, the position was filled by a bus driver. This was fine while the driver pay rate was lower than the delivery clerk rate. After the update in pay scale for drivers, the position is no longer lucrative for drivers.

Expected Outcomes:

Changing the job description from bus driver to bus attendant provide the opportunity for a bus attendant to work have the day at a higher pay rate. This will make the position easier to fill.

Strategic Plan Goal:

Recommendation:

That the revised job Bus Attendant/Delivery Clerk description be approved as presented.

Contact:

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ALLISON FOSTER allison.foster@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

The financial impact to the district is minimal but will save the district approximately \$3,000 per year.

17. APPROVAL OF THE REVISED JOB DESCRIPTION FOR SCHOOL-WIDE BEHAVIOR COACH FORMERLY SCHOOL-WIDE BEHAVIOR SPECIALIST

Description

The School-Wide Behavior Coach position has been updated to redefine roles and responsibilities specific to the alignment of district initiatives.

This position is specific to supporting school wide positive behavior interventions and supporting the (PBIS) framework, especially best practices, and strategies for Tier 1 for students in grade PK through Grade 12.

The job description title has changed from School-Wide Behavior Specialist to School-Wide Behavior Coach. The new title reflects supporting through coaching, modeling, and training of strategies embedded within the foundation of the PBIS framework.

Gap Analysis:

100% of all District schools currently have one School-Wide Behavior Specialist allocated to support the behavioral needs within our schools.

Previous Outcomes:

The School-Wide Behavior Specialists have supported general education

students requiring behavior supports and needs through the implementation of Tier 1, Tier 2 and Tier 3 strategies, interventions and supports. Their role is critical to help support, design, implement and monitor Tier 1 strategies and Tier 2 and Tier 3 interventions for general education students in need of supplemental Tier 2 support.

Expected Outcomes:

With the continued support of a School-Wide Behavior Coach at all schools PK-12, students in need of specific strategies and interventions and skill acquisition will receive the necessary support to increase time in class and students' engagement in learning. In addition, staff will receive the necessary support and training to assist with effective behavior management strategies.

Strategic Plan Goal:

Recommendation:

That the updated job description for School-Wide Behavior Coach position formerly known as School-Wide Behavior Specialist be approved as presented.

Contact:

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Financial Impact:

General Fund – Replacing existing position at the secondary level, elementary is funded through a change in the School Allocation formula that adheres to the class sizes set by the constitution.

18. APPROVAL OF THE REVISED JOB DESCRIPTION FOR ESE BEHAVIOR INTERVENTION COACH PK-12 FORMERLY KNOWN AS ESE BEHAVIOR SPECIALIST

Description

The ESE Behavior Specialist position has been updated to redefine roles and responsibilities specific to the alignment of district initiatives. This position is specific to supporting ESE specialized programs across the district with students requiring increased intensive behavior supports from PK through Grade 12:

- o Autism Spectrum Disorder
- o Behavior

o Access Points

The job description title has changed from Exceptional Student Education (ESE) Behavior Specialist to Exceptional Student Education (ESE) Behavior Intervention Coach PK-12. The new title reflects supporting, developing, guiding, and implementing behavior interventions for students, in addition to coach, training, and guiding staff to improve fidelity of implementation.

Gap Analysis:

100% of Current cluster sites have a staffing allocation that includes an ESE Behavior Specialist to support the needs of programmatic needs.

Previous Outcomes:

ESE Behavior Specialists have supported students requiring behavior supports and needs because of a Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP). Their role is critical with designing interventions, monitoring implementation and supporting IEP goals/services to assist students with accessing their educational environment.

Expected Outcomes:

With the continued support of an ESE Behavior Intervention Coach at specialized programs PK-12, students exhibiting significant behaviors that interfere with learning will have an overall reduction of behaviors of concern and obtain replacement skills to increase time in the classroom, learner engagement and academic success. It is also anticipated that the student behavior data and discipline data will be reduced. In addition, students will obtain necessary skills to self-regulate and become active learners for increased academic, social and communication development. ESE Behavior Intervention Coaches will also focus on training school staff and building capacity within classroom and school sites.

Strategic Plan Goal:

Recommendation:

That the updated job description for Exceptional Student Education Behavior Intervention Coach PK-12 position formerly known as ESE Behavior Specialist be approved as presented.

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Financial Impact:

IDEA and General Fund

19. APPROVAL OF THE REVISED JOB DESCRIPTION FOR LITERACY COACH K-12

Description

The Literacy Coach will provide data-informed and student-centered high-quality instructional support to teachers, supporting the K-12 Comprehensive Tiered Intervention Plan and the Literacy for All Plan.

The Literacy Coach will:

- o Provide professional learning to teachers on highly-effective instructional strategies, grounded in the Science of Reading.
- o Support teachers in analyzing current formative data to design and implement differentiated instruction to students in order to close the achievement gap.
- o Provide job-embedded coaching opportunities to support teachers in implementing instruction that supports students in reaching the rigor of grade-level benchmarks.

The Literacy Coach will be highly trained to support teachers in delivering core instruction with aligned tiered supports, resulting in increased student achievement outcomes. Training will include job-embedded coursework and district monthly cohort professional learning.

Gap Analysis:

According to the 2022-2023 FAST ELA Assessment, 59% of students in grades 3-10 scored a Level 3 or higher on PM3. Our goal is to increase ELA proficiency to 72% or higher, moving Sarasota County Schools to the highest performing district within the state.

Previous Outcomes:

Although the Literacy Coach K-12 is a new position, K-3 Literacy Coaches were piloted this school year. According to the 2022-2023 FAST ELA Assessment data, 43% of students in grade 3 scored a Level 3 or higher on PM2 (last year). According to the 2023-2024 FAST ELA Assessment data, 51% of students in grade 3 scored a Level 3 or higher on PM2 (this year). This 8% increase in proficiency from last year's PM2 to this year's PM2 results are directly correlated with our targeted and specific focus on

strengthening K-3 teacher capacity for implementation of core literacy instruction.

Expected Outcomes:

By providing teachers with job-embedded support, focused on implementation of benchmark aligned core instruction grounded in the science of reading, we can expect an increase in our students' overall proficiency and learning gains.

Strategic Plan Goal:

Recommendation:

That the revised job description for Literacy Coach K-12 be approved as presented.

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Financial Impact:

General Fund

(Reallocating Reading Recovery Funding)

Finance

20. APPROVAL OF THE SALES TAX SURTAX III BUDGET AMENDMENT
NUMBER TWELVE

Description

The Sales Tax Surtax Budget Amendment Number Twelve will increase revenues, allocate those revenues and re-align resources to projects.

Gap Analysis:

Acceptance of this item allows the increased revenue to be allocated appropriate projects.

Previous Outcomes:

Allocations to projects increased.

Expected Outcomes:

Allocations to projects will increase.

Strategic Plan Goal:

Recommendation:

That the Sales Tax Surtax III Budget Amendment Number Twelve be approved by the Board as presented.

Contact:

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BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

\$18,611,596 in revenue and \$5,579,025 in increased allocations.

21. APPROVAL OF THE SUPERINTENDENT'S MONTHLY FINANCIAL REPORT

Description

The Superintendent's Financial Statements for the month ending January 31, 2024 does not reflect any unexpected trends for the first seven months of the 2023-2024 fiscal year.

Gap Analysis:

The presentation of monthly financial statements promotes transparency and provides the Board and community with the results of operations during the fiscal year.

Previous Outcomes:

The Superintendent's Financial reports are presented to the Board monthly to show the financial condition of the District.

Expected Outcomes:

The approval of the Superintendent's Monthly Financial Report.

Strategic Plan Goal:

Recommendation:

That the Superintendent's Monthly Financial Report for the month ending January 31, 2024 be approved as presented.

Contact:

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BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

N/A

School Board Items

22. APPROVAL OF SCHOOL BOARD OPERATING PROCEDURES HANDBOOK

Description

This agenda item pertains to the annual adoption of the School Board Operating Procedures Handbook. The handbook outlines the protocols governing the conduct, decision-making, and operational efficiency of the Sarasota County School Board.

Gap Analysis:

Currently, the school board operating handbook has not been revised and board approved in more than a year.

Previous Outcomes:

The operating procedures handbook has assisted with efficient and effective governance procedures for each board member.

Expected Outcomes:

The approval and implementation of the revised School Board Operating Procedures Handbook will assist in updating and standardizing board operations, ensuring consistency, transparency, and governance in alignment with best practices.

Strategic Plan Goal:

Recommendation:

It is recommended that the School Board approve the School Board Operating Procedures Handbook as presented, to formalize and guide board operations moving forward.

Contact:

TERRY CONNOR terry.connor@sarasotacountyschools.net

Financial Impact:

N/A

New Business

23. APPROVAL OF THE NEW JOB DESCRIPTION FOR HUMAN CAPITAL OFFICER

Description

This agenda item seeks board approval for the job description of the Chief Human Capital Officer position. The role is pivotal in leading the strategic human capital management within the district, focusing on enhancing recruitment, development, and retention strategies to support district goals.

Gap Analysis:

Recognizing the evolving needs for strategic human capital management, this job description outlines the essential duties and responsibilities aimed at addressing current and future challenges in workforce development and organizational effectiveness.

Previous Outcomes:

The district has identified the need to enhance the current role of Executive Director of Human Resources position to oversee and innovate human capital strategies, acknowledging past efforts and the necessity for a more focused approach.

Expected Outcomes:

With board approval, the district anticipates a strengthened capacity for strategic human capital management, improved staff recruitment, retention, and development processes, and enhanced alignment of human resources practices with the district's mission and strategic goals.

Strategic Plan Goal:

Recommendation:

That the job description for the Chief Human Capital Officer to formalize and strengthen the district's commitment to strategic human capital management be approved as presented.

Contact:

TERRY CONNOR terry.connor@sarasotacountyschools.net

Financial Impact:

This position will replace the Executive Director of Human Resources job description. The current total compensation for the Executive Director of Human Resources is \$226,592.81 (salary and benefits). It is anticipated that the new position will be comparable to the current total compensation with variance based on the level of experience and credentials of the qualified candidate.

Motion: (Roll Call Vote)

That the job description for the Chief Human Capital Officer to formalize and strengthen the district's commitment to strategic human capital management be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

24. APPROVAL OF THE NEW JOB DESCRIPTION FOR CTE & ADULT CAREER SPECIALIST

Description

Unlike a school counselor, this role necessitates prior experience in the workforce or adult education, along with a deep understanding of regional workforce training dynamics. The CTE & Adult Career Advisor position is tailored to provide STC students with employment services, encompassing skills assessments, interest surveys, soft skill training, and assistance with interviewing and resume preparation. Additionally, the CTE & Adult Career Advisor will establish and manage a robust network of partnerships, procedures, and initiatives to bolster the career skills, aspirations, and job placement endeavors of current and prospective STC students.

The CTE & Adult Education Career Specialist's primary role will be (but not limited to):

- This newly created position aims to address the employment requirements of potential, current, and graduated students at Suncoast Technical College (STC).
- The role involves aiding in the collection and reporting of metrics concerning completion, placement, and licensure, as mandated by our accreditor, the Council on Occupational Education (COE).
- Additionally, the position will facilitate student access to a range of resources offered by our workforce partners, with a particular focus on Career Source Suncoast.

Gap Analysis:

Metrics for STC's accreditation include student outcomes of completion, placement, and licensure (CPL). Currently, the school boasts a schoolwide CPL of 88%, 89%, 99%. It has been identified by our Advisory members that we could or need to target the completion and placement metric for improvement.

Previous Outcomes:

The school has identified areas of improvement that include more accurate reporting of our CPL data.

Expected Outcomes:

The implementation of the CTE & Adult Education Career Specialist position at STC will streamline the process of recruiting, enrolling, and tracking student progress and achievement. This will result in enhanced accuracy in data reporting to our accrediting agency.

Strategic Plan Goal:

Recommendation:

That the CTE & Adult Education Career Specialist job description be approved as presented.

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RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

The total fiscal impact is \$0.00 - Funding for this position is already in our current budget as it is replacing a current vacancy.

Motion: (Roll Call Vote)

That the CTE and Adult Education Career Specialist job description be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

25. APPROVAL OF THE NEW JOB DESCRIPTION FOR LITERACY INTERVENTIONIST K-12

Description

The Literacy Interventionist will provide direct instruction to targeted students by supporting the K-12 Comprehensive Tiered Intervention Plan and the Literacy for All Plan.

The Literacy Interventionist will:

- o Identify students in need of intensive intervention, indicated by varied data sources.
- o Lead and support advanced progress monitoring.
- o Deliver intensive daily intervention (K-5, 6-8, 9-12).

The Literacy Interventionist will be highly trained to deliver explicit and

systematic interventions aligned to and supported by the science of reading. Training will include job-embedded coursework and district monthly cohort professional learning.

Gap Analysis:

According to the 22-23 FAST ELA Assessment, 59% of students in grades 3-10 scored a Level 3 or higher on PM 3. Our goal is increase ELA proficiency to 72% or higher, moving Sarasota County Schools to the highest performing district within the state.

Previous Outcomes:

This is a new position to support increased student proficiency.

Expected Outcomes:

With targeted intervention support by a highly qualified interventionist, we will increase the percentage of student achieving both proficiency and learning gains.

Strategic Plan Goal:

Recommendation:

That the new job description for Literacy Interventionist K-12 be approved as presented.

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Financial Impact:

General Fund - Funded through a change in the School Allocation formula that adheres to the class sizes set by the constitution.

Motion: (Roll Call Vote)

That the new job description for Literacy Interventionist K-12 be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

26. APPROVAL OF THE NEW JOB DESCRIPTION FOR SUPERVISOR,
INSTRUCTIONAL MATERIALS & LIBRARY SERVICES

Description

The Supervisor of Instructional Materials and Library Services job description has been created due to increased responsibilities related to compliance with Federal, state, and local laws as well as the oversight of the additional staff which includes the three District Media Specialists as part of the library services division and the instructional materials division that oversees all PreK instructional materials.

Gap Analysis:

As the demands have increased particularly on the media in the library services division and with the elimination of the Manager on the Library services within the Instructional Material and Library Services department (this was an ESSER funded position), it is essential to close the gap in servicing both sides of the department, instructional materials, and library services. The supervisor is the essential glue that cements the work of this team that support all schools.

Previous Outcomes:

The library services division has been neglected for over a decade since the elimination of certified media specialists in all our schools. The Library Techs do their best to keep the media centers inventoried, stocked, straightened, and serve our students and teachers to check out and check in textbooks and library books. Many are also on the elective schedule all day meeting with individual classes. However, they are not certified Media Specialists and are not trained in collection development, vetting, weeding, etc. Circulation numbers have also dropped off dramatically over the years especially at the secondary levels.

Expected Outcomes:

The Supervisor will oversee the entire department continuing the critically important work of overseeing textbook adoptions, purchasing, delivery, dual enrollment, etc. and also focus on working closely with the three district media specialists to bring our media centers back to being the literacy hubs of the school and areas that both teachers and students want to visit regularly.

Strategic Plan Goal:

Recommendation:

That the new job description for Supervisor of Instructional Materials and Library Services be approved as presented.

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Financial Impact:

Salary and Benefits Admin E
Previous Salary and Benefits Admin F
Total Impact: \$21,056.00

Motion: (Roll Call Vote)

That the new job description for Supervisor of Instructional Materials and Library Services be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

27. APPROVAL OF THE NEW JOB DESCRIPTION FOR DATA COACH/TESTING COORDINATOR

Description

The Data Coach Testing Coordinator will work closely with the school-based leadership team to access, analyze, and interpret school-wide student data to inform and drive instructional decisions. This collaborative approach will empower administrators and teachers to directly contribute to improving student learning outcomes. They will interpret test results, model evidence-based practices, and analyze data to inform instructional support, decision-making, and interventions for both students and teachers.

Additionally, they will be responsible for all school-wide testing, maintaining all test integrity and security as well as ensuring all staff are trained on the appropriate procedures for testing.

Gap Analysis:

Our mission is to foster a data-driven culture that informs instructional practices and accurately measures student achievement. To achieve this, we are revamping the role of the Testing Coordinator to include the role of the Data Coach.

Previous Outcomes:

N/A

Expected Outcomes:

To increase the use of data to drive instructional practices and to use data

to determine student achievement. By having a data coach, this individual will provide ongoing training to staff with how to effectively use data for this purpose

Strategic Plan Goal:

Recommendation:

That the new job description for Data Coach Testing Coordinator be approved as presented.

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Financial Impact:

This new job description is replacing the existing Testing Coordinator position currently in middle and high schools. The staffing allocation already exists in our basic staffing formulas for middle and high school. Therefore it requires no additional cost to existing budget.

Motion: (Roll Call Vote)

That the new job description for Data Coach Testing Coordinator be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

28. APPROVAL TO ADVERTISE THE FOLLOWING REVISED SCHOOL BOARD POLICIES FOR FUTURE ADOPTION

Description

Approval to advertise the following revised School Board policies for future adoption:

- Policy 3.24 Safe & Secure Schools
- Policy 3.241 SESIR
- Policy 4.10 The Curriculum
- Policy 4.115 Grade Forgiveness
- Policy 4.12 Exceptional Student Education
- Policy 4.31 Community Speakers
- Policy 5.321 Possession of Weapons and Other Prohibited Articles

- Policy 5.343 Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities
- Policy 5.372 Student Identification Badges Policy
- Policy 5.50 Academic Honesty
- Policy 6.21 District Certificates
- Policy 6.22 Teaching Out of Field
- Policy 6.303 Employees with Weapons
- Policy 8.10 Safety
- Policy 8.111 Key Control/Access to Buildings
- Policy 8.112 District Facility and Event Security Screening
- Policy 8.16 Emergency Drills
- Policy 8.18 Emergency Closing of Schools and Student Reunification
- Policy 8.19 Security Plan
- Policy 8.36 Transporting Students in Private Vehicles
- Policy 9.101 Parent/Family Engagement

Gap Analysis:

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before the Board for formal adoption. The proposed policies were discussed at the School Board Workshop on February 20, 2024 with no objection to any of the language by Board members. The attached policies are drafts of those discussed policies and the changes that have been made.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After expiration of the required 28-day advertisement period, the Board will be asked to formally adopt the revised policies at the April 2, 2024 Board Meeting.

Previous Outcomes:

These policy changes have been discussed with the Board during the February 20, 2023 School Board Workshop.

Expected Outcomes:

Upon formal adoption of these policies after the required 28-day

advertisement period and a final Board vote, appropriate corresponding updates will be made to district procedures and manuals to align daily operations with the Board policy.

Strategic Plan Goal:

Recommendation:

That the request to advertise revised Board Policies be approved as presented.

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Financial Impact:

Motion: (Roll Call Vote)

That the request to advertise revised Board Policies be approved as presented. Policies 3.24, 3.241, 4.10, 4.115, 4.12, 4.31, 5.321, 5.343, 5.372, 5.50, 6.21, 6.22, 6.303, 8.10, 8.111, 8.112, 8.16, 8.18, 8.19, 8.36, 9.101.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

29. APPROVAL OF SARASOTA COUNTY SCHOOLS PURCHASE OF PHASE 4.3 DESKTOP AND NOTEBOOK COMPUTERS AND SERVICES FROM HEWLETT-PACKARD COMPANY

Description

Hewlett-Packard Company has provided Sarasota County Schools with a comprehensive product and service program utilizing The State of Florida Contract 43211500-WSCA-15-ACS (NASPO Value Point) for Computer Equipment, Peripherals and Services. It is based on a 4-year lease for equipment utilization, management, warranty, repair, and support for six (6) elementary schools: [Brentwood; Gulf Gate; Lakeview; Lamarque; Southside; Toledo Blade]; two (2) middle schools: [Brookside Middle; Heron Creek Middle]; two (2) high schools: [Sarasota High; Suncoast Polytechnical High]; and Suncoast Technical College.

Gap Analysis:

The agreement with Hewlett-Packard presents the district with a comprehensive turnkey leasing solution for its computer replenishment

program, offering a blend of top-quality products and services. Under this agreement, the district benefits from continuous asset management, streamlined deployment logistics, robust warranty coverage, efficient repair support, and effective service management. This ongoing partnership represents the culmination of efforts in year 3 of a 4-year plan aimed at refreshing and deploying computers district-wide. During the planning phase with the aforementioned schools, thorough assessments are conducted to pinpoint areas where existing technology falls short in meeting the diverse needs of students, staff, and administrators. These insights inform the strategic implementation of the computer refresh program to effectively bridge these gaps. Through this meticulous process, students, teachers, and staff are provided with access to cutting-edge equipment tailored to classroom requirements while also ensuring compliance with digital testing standards. Moreover, computers that are retired from the schools involved in this phase, yet still meet alternative technical requirements, are repurposed and redeployed in operational areas throughout the district, maximizing resource utilization and minimizing waste. This holistic approach underscores our commitment to equipping our educational community with modern tools to support their endeavors effectively while maintaining a high level of fiscal responsibility.

Previous Outcomes:

The computer refresh program in Sarasota County Schools has previously been approved as presented. The ongoing implementation of this program has significantly bolstered opportunities for utilizing technology-based educational resources, expanded student access to essential technology tools, and provided invaluable hands-on experience in the classroom. These advancements collectively foster innovation, collaboration, and enriched learning experiences, aligning seamlessly with our educational objectives.

Expected Outcomes:

The computer refresh program lease agreement with Hewlett-Packard be approved as presented.

Strategic Plan Goal:

Recommendation:

That the lease proposal from Hewlett-Packard Financials be approved for award and purchase with a "Not To Exceed" value of \$15,000,000.00 as done in previous lease agreements; and grant the Chair authorization to execute final lease documentation as done in previous lease agreements.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Not to exceed \$15,000,000.00

Motion: (Roll Call Vote)

That the lease proposal from Hewlett-Packard Financials be approved for award and purchase with a "Not to Exceed" value of \$15,000,000.00 as done in previous lease agreements; and grant the Chair authorization to execute final lease documentation as done in previous lease agreements.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

30. APPROVAL OF THE CONTRACT AMENDMENT BETWEEN DREAMERS ACADEMY AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Description

On February 20th, 2019, the School Board approved a charter contract for Dreamers Academy to expire on June 30, 2024. Per F.S. 1002.33 (7)(a), "The initial term of a charter shall be for 5 years, excluding 2 planning years." Dreamers Academy utilized the first two years of their contract as planning years and did not open until August 2021. This amendment is required to remain in compliance with F.S. 1002.33.

Gap Analysis:

Dreamers Academy opened in August 2021 after two planning years. The current contract with Dreamers Academy expires June 30, 2024. The amendment extends the contract to June 30, 2026, bringing it into compliance with the statutorily required initial term of five years.

Previous Outcomes:

Dreamers Academy earned a school grade of "A" for the 2022-23 school year.

Expected Outcomes:

Dreamers Academy will continue to operate and will apply for charter renewal in 2026.

Strategic Plan Goal:

Recommendation:

That the amendment to the contract term between Dreamers Academy and the School Board of Sarasota County, Florida be approved as presented.

Contact:

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Financial Impact:

N/A

Motion: (Roll Call Vote)

That the amendment to the contract term between Dreamers Academy and the School Board of Sarasota County, Florida be approved as presented.

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

31. APPROVAL/DENIAL OF THE RENEWAL FOR STUDENT LEADERSHIP ACADEMY

Description

Student Leadership Academy opened in 2004 and serves Grades 6-8. Their charter expires on June 30, 2024 and they are seeking a 15 year charter.

On October 27, 2023, the district received a renewal application for Student Leadership Academy.

The district's process for the renewal consideration includes the submission of a letter of intent to renew the contract, a comprehensive program review, an update of the charter application, and the development of a new contract. Consistent with established procedures, a district review team assessed the school's performance relevant to student achievement, finance, governance, administration, curriculum and instruction, and assessment.

F.S. 1002.33 (7)(c)1 permits the renewal of a charter contract for schools that have successfully completed their contract term in accordance with

F.S. 1002.33(7)(a). Student Leadership Academy has successfully met the statutory requirements for application renewal as a high performing school.

Gap Analysis:

F.S. 1002.33 (7)(c)1 permits the renewal of a charter contract for schools that have successfully completed their contract term in accordance with F.S. 1002.33(7)(a). Student Leadership Academy has successfully met the statutory requirements for application renewal as a high performing school.

According to F.S. 1002.33 (7)(c)2, a 15-year charter renewal must be granted to a charter school that has received a school grade of "A" or "B" pursuant to s. 1008.34 in the most recently graded school year and that is not in a state of financial emergency or deficit position as defined by this section. Student Leadership Academy has received a school grade of "A" every year since 2010 and is not in a state of financial emergency.

Previous Outcomes:

<u>Year</u>	<u>Students Enrolled</u>	<u>School Grade</u>
2020-21	248	A
2021-22	305	A
2022-23	301	A (informational baseline)

Expected Outcomes:

Student Leadership is projecting to enroll a maximum of 330 students annually in each upcoming year.

Strategic Plan Goal:

Recommendation:

Approve/Deny the renewal application for Student Leadership Academy. All statutory requirements have been met as stated in F.S.1002.33(6).

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Financial Impact:

N/A

Motion: (Roll Call Vote)

Approve/Deny the renewal application for Student Leadership Academy. All statutory requirements have been met as stated in F.S. 1002.33(6).

MOTION Passed

Vote Results:

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

32. APPROVAL/DENIAL OF THE SARASOTA CLASSICAL PREPARATORY ACADEMY

Description

On December 13, 2023, the district received an application for Sarasota Classical Preparatory Academy for a 2025-2026 opening.

The applicant, the Florida Charter Education Foundation, Inc. currently governs twelve other charter schools in Florida. Florida Charter Education Foundation intends to contract with the educational service provider, Charter Schools USA if the application is approved.

The mission of the proposed Sarasota Classical Preparatory Academy is to "educate scholars through key tenants of classical education grounded in a rigorous and data-driven curriculum. Through instruction in grammar, logic, rhetoric, and other disciplines, scholars will be empowered to make connections in school and life and encouraged to communicate ideas freely."

The proposed charter will be located at 8751 Fruitville Road in Sarasota. The first year the school will offer grades K-10 with a projected enrollment of 885 students. The enrollment projections grow to 1235 students in grades K-12 by year 5.

According to the requirements in F.S. 1002.33(6), charter applications shall:

1. Demonstrate how the school will use the guiding principles and meet the statutorily defined purpose of a charter school
2. Provide a detailed curriculum plan that illustrates how students will be provided the services to attain the Florida Standards
3. Contain goals and objectives for improving student learning and measuring that improvement
4. Describe the reading curriculum and differentiated strategies that will be used for students reading at grade level or higher and a separate curriculum and strategy for students who are reading below grade level
5. Contain an annual financial plan for each year requested by the

charter for operation of the school for up to five years

The application meets all of the statutory requirements in F.S. 1002.33(6). The Florida Charter Application Evaluation Instrument for Sarasota Classical Preparatory Academy is attached.

Gap Analysis:

According to F.S. 1002.33(6)(b):

- A sponsor shall receive and review all applications for a charter school using the evaluation instrument developed by the Department of Education.
- A sponsor shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant.

According to F.S. 1002.33 (6)(b)3.a:

- A sponsor shall by a majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by a majority vote approve or deny the application.
- If the sponsor fails to act on the application, an applicant may appeal to the State Board of Education as provided in paragraph (c).

Previous Outcomes:

There are no previous outcomes for the proposed school.

Expected Outcomes:

The first year the school will offer grades K-10 with a projected enrollment of 885 students. The enrollment projections grow to 1235 students in grades K-12 by year 5.

Strategic Plan Goal:

Recommendation:

Approve/Deny the application for Sarasota Classical Preparatory Academy. All statutory requirements have been met as stated in F.S.1002.33(6).

Contact:

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DENISE CANTALUPO	denise.cantalupo@sarasotacountyschools.net
RACHAEL O'DEA	rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

Motion: (Roll Call Vote)

Approve/Deny the application for Sarasota Classical Preparatory Academy. All statutory requirements have been met as stated in F.S. 10025.33(6).

MOTION Passed

Vote Results:

Ayes: Enos, Marinelli, Rose, Ziegler

Nays: Edwards

Board Members Comments/Assignments

Announcements/Comments

The next Monthly Work Session is scheduled for Tuesday, March 19th at TBD followed by two (2) Expulsion Hearings and a 3:00 p.m. Board Meeting.

Adjournment

The Chair adjourned the Regular Board Meeting at 10:11 p.m.

We certify that the foregoing minutes are a true account of the Regular Board Meeting held on March 5, 2024 and approved at the Regular Board Meeting on March 19, 2024.

Terrence Connor, Secretary

Karen Rose, Chair



March 19, 2024 Board Meeting
Agenda Item 7.

Title
APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

Description
The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation
That the Human Resources Instructional/Classified Personnel Report be approved as presented.

Contact Information
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Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
Board - March 19, 2024 (Regular)	3/8/2024	Cover Memo

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Appointment - 2324FY				
Catalfino, Emily		Sarasota Middle Para Aide III, PE - Mid Schl (SSP07)	Replacement for: Taylor Vick Anderson	March 6, 2024
Clark, Nathaniel		Booker High Teacher, Drama, Senior High (perf pay)	Within budget allocation	March 6, 2024
Douglas, Charmers		Transportation Department Mechanic (SSP11-MT1)	Replacement for: Albert Oliver	March 18, 2024
Guilmette, Michael		Suncoast Technical College Teacher, Public Service 240 (perf pay)	Replacement for: Scott Graber	March 18, 2024
Keller, Paden		Garden Elementary ESE Aide (SSP05)	Replacement for: Susan Gillespie	March 18, 2024
Lupescu, Maria		Bay Haven School of Basics Plus Para Aide III, ESOL Elem (SSP07)	Within budget allocation	March 18, 2024
Marinaro, Theresa		Venice High Food Service Assistant I (SSP02)	Replacement for: Joann Rodriguez	March 18, 2024
Varnado, Jazmin		Safety & Security/School Police Campus Security Aide (SSP07)	Within budget allocation	March 5, 2024
Appointment - 2324FY Out-of-Field				
Nash-Reasner, Mary		Englewood Elementary Teacher, ESE Resource (Out-of-Field ESE K-12) (perf pay)	Replacement for: Kendra Potter	March 7, 2024
Begin Active Status/Return to Duty - 2324FY				
Chipurnoi, Michala	Gulf Gate Elementary Teacher, ESE Varying Except.		Returning to duty from leave	March 5, 2024
Gabel, Samuel	Facilities Services 12 Month Custodian		Returning to duty from leave	February 20, 2024
Joseph, Christian	Construction Services Planner, GIS and Technical Analyst		Returning to duty from leave ERFL	February 26, 2024
Mitchell, Julie	Oak Park School Teacher, ESE Varying Except.		Returning to duty from leave	March 4, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Begin Active Status/Return to Duty - 2324FY				
Petz, Rebecca	Gulf Gate Elementary Teacher, Autistic		Returning to duty from leave	March 8, 2024
Porter, Tyler	Information Technology System Administrator I		Returning to duty from leave	March 18, 2024
Seekford, Ronald	Transportation Department Bus Driver		Returning to duty from leave	February 29, 2024
Begin Active Status/Return to Duty - 2425FY (Currently on LOA)				
Andrews, Mary	Lakeview Elementary Teacher, Grade 5			August 5, 2024
Beall, Kelley	Wilkinson Elementary Teacher, Title I, Elementary			August 5, 2024
Callahan, Lindsey	Wilkinson Elementary Teacher, Grade 3			August 5, 2024
Cerny, Eden	Atwater Elementary Teacher, Grade 4			August 5, 2024
Coppola, Courtney	Oak Park School Teacher, ESE Varying Except.			August 5, 2024
Cox, Lucretia	Tatum Ridge Elementary Teacher, Grade 2			August 5, 2024
Curtiss, Jerry	Transportation Department Bus Driver			August 12, 2024
Davis, Michele	Suncoast Polytechnical High Teacher, PE, SH			August 5, 2024
Fancher, Michelle	Bay Haven School of Basics Plus Teacher, Grade 3			August 5, 2024
Govic, Claudia	Sarasota Middle Teacher, Foreign Lang, Mid/Jr			August 5, 2024
Gutierrez-Chacin, Estefany	Oak Park School ESE Paraprofessional Aide			August 5, 2024
Hoffman, Linda	Tatum Ridge Elementary ESE Aide			August 12, 2024
Jaramillo, Leslye	Tuttle Elementary Teacher Aide, Pre-K ESE			August 5, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Begin Active Status/Return to Duty - 2425FY (Currently on LOA)				
Kretz, Haylie	Alta Vista Elementary Teacher, Grade 4			August 5, 2024
McCurdy, Beth	Laurel Nokomis School Speech/Language Pathologist			August 5, 2024
Mora, Cynthia	North Port High Teacher, Reading, Senior High			August 5, 2024
Mowry, Miles	Riverview High Teacher, Art- SH			August 5, 2024
Neff, Amanda	Glenallen Elementary Teacher, Grade 2			August 5, 2024
Popity, Kelly	North Port High ESE Paraprofessional Aide			August 5, 2024
Van Buskirk, Samantha	Toledo Blade Elementary Teacher, Grade 4			August 5, 2024
Walsworth, Ruby	Brookside Middle Teacher, ESOL Middle			August 5, 2024
Wortz, Kimberly	Student Services School Psychologist			August 5, 2024
Change of Status/Transfer - 2324FY				
Carroll, Lori	Gocio Elementary ESE Paraprofessional Aide (SSP07)	Riverview High Cyesis Pre-School/Child Care Aide (SSP09)	Within budget allocation	February 23, 2024
Chapman, Kevin	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	February 29, 2024
Deller, David	Materials Management Buyer Assistant (SSP10)	Materials Management Purchasing Buyer (SSP12)	Within budget allocation	February 29, 2024
Estavillo, Enrique	Facilities Services (Oak Park) 12 Month Custodian (SSP04- C2)	Facilities Services 12 Month Custodian (SSP04- C1)	Within budget allocation	March 5, 2024
Frady, Helen	Laurel Nokomis School Teacher Aide, Pre-K ESE (SSP07)	Riverview High Cyesis Pre-School/Child Care Aide (SSP09)	Within budget allocation	February 26, 2024
Gangi, Frank	Riverview High Para Aide III, High School (4.5 hrs)	Riverview High RHS Aquascience Hatchery Technician (7.5 hrs)	Within budget allocation	March 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfer - 2324FY				
Kenney, Beth	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	March 4, 2024
Kravchenko, Lyudmila	Facilities Services 12 Month Custodian (SSP04-C2)	Facilities Services (Garden) Head Custodian (SSP04-HSC2)	Replacement for: Susan Rose	March 5, 2024
Extra Duty Days - 2324FY				
Moore, Katherine	Ashton Elementary ESE Liaison		Detail: Hospital Homebound 29298 73 Days (1.5 hrs) and Planning 73 Days (.5 hr)	August 10, 2023
Leave - 2324FY				
Ahles, Shane	Sarasota High Teacher, Social Studies, SH		Birth of Child/Adoption/Foster Care February 1, 2024 - March 7, 2024	
Azcorra Alamo, Debora	Facilities Services 12 Month Custodian		Personal February 16, 2024 - June 28, 2024	
Browning, Jessica	Safety & Security/School Police School Resource Officer		Medical March 18, 2024 - May 1, 2024	
Figlow, Gail	Tuttle Elementary Teacher Aide, Pre-K ESE		Medical February 12, 2024 - May 7, 2024	
Guinther, Therese	Triad Teacher, Language Arts, SH		Medical February 16, 2024 - May 29, 2024	
Joseph, Christian	Construction Services Planner, GIS and Technical Analyst		Personal February 1, 2024 - June 28, 2024	
Reece, Debra	North Port High Food Service Assistant I		Medical February 5, 2024 - May 27, 2024	
Savage, Francheska	Booker High Teacher, Business Tech Educ.		Birth of Child/Adoption/Foster Care March 18, 2024 - May 29, 2024	
Stephens, Lisa	Transportation Department Bus Driver		Medical February 16, 2024 - April 30, 2024	
Westlund, Nicole	Facilities Services 12 Month Custodian		Medical January 8, 2024 - March 1, 2024	

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2324FY (Currently on LOA)				
Gutierrez Chacin, Estefany	Oak Park School ESE Paraprofessional Aide		Child Care March 1, 2024 - May 29, 2024	
Leave - 2324FY Correction				
Dilley, Melissa	Fruitville Elementary Teacher, Gifted		Birth of Child/Adoption/Foster Care February 23, 2024 - May 3, 2024	
Driggers, Katherine	Gocio Elementary Home School Liaison/Staff Supp		Birth of Child/Adoption/Foster Care December 18, 2023 - March 8, 2024	
Leave - 2425FY				
Appelwick, Laurel	Southside Elementary Teacher, Academic Intervention		Personal August 5, 2024 - May 30, 2025	
Leave - 2425FY (Currently on LOA)				
Guinther, Therese	Triad Teacher, Language Arts, SH		Medical (extension) August 5, 2024 - September 30, 2024	
Leave - 2425FY Additional leave (Currently on LOA)				
Aeppli, Jakob	Facilities Services Plumber		Medical (extension) 2024-25 School Year	July 1, 2024
Armanious, Bassem	Transportation Department Bus Driver		Medical (extension) 2024-25 School Year	July 1, 2024
Arone, Julie	ESE Services School Psychologist		Personal 2024-25 School Year	July 1, 2024
Badman, Holly	Emma E. Booker Elementary Counselor, Elem School		Professional 2024-25 School Year	July 1, 2024
Bauer, Angela	McIntosh Middle ESOL Liaison/ESOL Teacher		Child Care 2024-25 School Year	July 1, 2024
Bearden, Kahley	Bay Haven School of Basics Plus Teacher, Grade 1		Child Care 2024-25 School Year	July 1, 2024
Benson, Olesya	Venice High Teacher, Science, Senior High		Medical 2024-25 School Year	July 1, 2024
Bontrager, Daphne	Brentwood Elementary Teacher, SLD		Charter School 2024-25 School Year	July 1, 2024
Butler, Olivia	Lakeview Elementary Teacher, Grade 5		Child Care 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Caldas, Andrea	Riverview High Teacher, Mathematics, SH		Child Care 2024-25 School Year	July 1, 2024
Carey, Deyanira	Taylor Ranch Elementary Para Aide III, ESOL Elem		Charter School 2024-25 School Year	July 1, 2024
Carrion, Carlos	Sarasota High Teacher, Foreign Lang, Senior		Medical (Relative) 2024-25 School Year	July 1, 2024
Casanas, Kathryn	Southside Elementary Teacher, Grade 5		Charter School 2024-25 School Year	July 1, 2024
Charbonneau, Alicia	Chief of Elementary Schools Program Specialist - 10 Month		Medical (extension) 2024-25 School Year	July 1, 2024
Chiodo, Simone	Southside Elementary Teacher, ESE Varying Except.		Charter School 2024-25 School Year	July 1, 2024
Chupp, Kaylyn	Brentwood Elementary Teacher, Grade 5		Child Care 2024-25 School Year	July 1, 2024
Collingwood, Hope	Sarasota High Teacher, Reading, Senior High		Child Care 2024-25 School Year	July 1, 2024
Confer, Kristina	Atwater Elementary Home School Liaison/Staff Supp		Child Care 2024-25 School Year	July 1, 2024
Costello, Emily	Brentwood Elementary Teacher, Grade 3		Child Care 2024-25 School Year	July 1, 2024
Cummings, Ammie	Transportation Department Bus Aide/Bus Attendant		Medical (extension) 2024-25 School Year	July 1, 2024
Davis, Scarlett	Gocio Elementary Teacher, Elem, ESOL Endorsed		Child Care 2024-25 School Year	July 1, 2024
DePietro, Maureen	Englewood Elementary ESE Aide		Medical 2024-25 School Year	July 1, 2024
DiLorenzo, Jessica	Chief of Elementary Schools Specialist, Arts Integration		Child Care 2024-25 School Year	July 1, 2024
Downey, Ashleigh	Booker Middle Teacher, Science, Mid/Jr		Child Care 2024-25 School Year	July 1, 2024
Fernandez, Jennifer	Tatum Ridge Elementary Teacher, Grade 1		Child Care 2024-25 School Year	July 1, 2024
Fredrickson, Adriana	Tuttle Elementary Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Freeman, Donald	Facilities Services Utility Maintenance		Professional (extension) 2024-25 School Year	July 1, 2024
Fronczak, Alicia	Sarasota Middle Teacher, Gifted		Child Care 2024-25 School Year	July 1, 2024
Fulmer, Ashlyn	Lakeview Elementary Teacher, Grade 2		Child Care 2024-25 School Year	July 1, 2024
Gennett, Kristen	Wilkinson Elementary Parapro Aide Behavior Technician		Child Care 2024-25 School Year	July 1, 2024
Goldberg, Emma	Gulf Gate Elementary Teacher, Music, Elem		Child Care 2024-25 School Year	July 1, 2024
Golumbeck, Kevin	Sarasota Middle Teacher, Science, Mid/Jr		Child Care 2024-25 School Year	July 1, 2024
Grafton, Paula	Booker Middle Teacher, Art-M/J		Child Care 2024-25 School Year	July 1, 2024
Hamel, Bailey	Tuttle Elementary Teacher, Grade 1		Child Care 2024-25 School Year	July 1, 2024
Harris, Michelle	Lamarque Elementary Teacher, Title I, Elementary		Medical 2024-25 School Year	July 1, 2024
Hartley, Sarah	Gulf Gate Elementary Teacher, Grade 3		Charter School 2024-25 School Year	July 1, 2024
Hartman, Jeffrey	Pine View School Teacher, Mathematics, SH		Child Care 2024-25 School Year	July 1, 2024
House, Kelly	Riverview High Child Care - Para Aide 10 Month		Child Care 2024-25 School Year	July 1, 2024
Hughes, Gretchen	Laurel Nokomis School Teacher, Gifted		Charter School 2024-25 School Year	July 1, 2024
Huntington, Cassidy	Englewood Elementary Teacher, Elem, ESOL Endorsed		Child Care 2024-25 School Year	July 1, 2024
Jahnke, Ashley	Oak Park School ESE Paraprofessional Aide		Child Care 2024-25 School Year	July 1, 2024
Jennings-Orozco, Erin	Brentwood Elementary Teacher, Kindergarten		Child Care 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Kamlade, Damon	Venice High Teacher, ESE Varying Except.		Charter School 2024-25 School Year	July 1, 2024
Kolesnikovich, Ruth	Glenallen Elementary Teacher, Grade 1		Child Care 2024-25 School Year	July 1, 2024
Kotasek, Robert	Facilities Services 12 Month Custodian		Medical (extension) 2024-25 School Year	July 1, 2024
Lachance, Sarah	Garden Elementary Teacher, EBD		Child Care 2024-25 School Year	July 1, 2024
Ligo, Angela	Southside Elementary Teacher, Art-E		Child Care 2024-25 School Year	July 1, 2024
Luciano, Alyssa	Englewood Elementary Teacher, Grade 3		Child Care 2024-25 School Year	July 1, 2024
Malatesta, Melissa	Woodland Middle Teacher, Grade 6		Child Care 2024-25 School Year	July 1, 2024
Mathe, Danielle	Wilkinson Elementary Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024
McCurry, Ashley	Student Services School Psychologist		Child Care 2024-25 School Year	July 1, 2024
McGrady, Joanna	Ashton Elementary Teacher, Grade 3		Child Care 2024-25 School Year	July 1, 2024
McLaughlin, Amanda	Lakeview Elementary Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024
McMan, Brittany	Tatum Ridge Elementary Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024
Mejia, Yesenia	Tuttle Elementary Teacher, Elem, ESOL Endorsed		Child Care 2024-25 School Year	July 1, 2024
Milliken, Amy	Englewood Elementary Teacher, Grade 3		Medical (Relative) 2024-25 School Year	July 1, 2024
Minnick, Kallie	Tuttle Elementary Teacher, Title I, Elementary		Child Care 2024-25 School Year	July 1, 2024
Minorini Boggs, Jana	Venice High Teacher, Mathematics, SH		Child Care 2024-25 School Year	July 1, 2024
Moore, Heather	Glenallen Elementary Teacher, Kindergarten		Child Care 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Neff, Cara	Glenallen Elementary ESOL Liaison		Child Care 2024-25 School Year	July 1, 2024
Negroni, Briana	Gocio Elementary Teacher Aide, Pre-K ESE		Child Care 2024-25 School Year	July 1, 2024
Newbanks, Jennifer	Tatum Ridge Elementary Teacher, Grade 5		Medical (Relative) 2024-25 School Year	July 1, 2024
Newell, Elizabeth	Tatum Ridge Elementary ESE Paraprofessional Cluster Aide		Child Care 2024-25 School Year	July 1, 2024
Newton, Lisa	Gulf Gate Elementary Teacher, Grade 2		Child Care 2024-25 School Year	July 1, 2024
Oldja, Elaine	Transportation Department School Bus Driver		Medical (Relative) 2024-25 School Year	July 1, 2024
Orpin, Rebecca	Fruitville Elementary Teacher, Grade 5		Child Care 2024-25 School Year	July 1, 2024
Ott, Gabriella	Lamarque Elementary Teacher, Grade 4		Child Care 2024-25 School Year	July 1, 2024
Peralta, Jacquelinne	Heron Creek Middle ESE Paraprofessional Aide		Child Care 2024-25 School Year	July 1, 2024
Prucha, Robin	Tuttle Elementary Teacher, Title I, Elementary		Medical 2024-25 School Year	July 1, 2024
Ramirez, Claudia	Woodland Middle Teacher, Science, Mid/Jr		Child Care 2024-25 School Year	July 1, 2024
Ranathunga, Chadima	Sarasota High Food Service Assistant I		Personal 2024-25 School Year	July 1, 2024
Rutherford, Samantha	Venice Elementary Teacher, Kindergarten		Child Care 2024-25 School Year	July 1, 2024
Samuels, Travis	Riverview High Teacher, Social Studies, SH		Professional 2024-25 School Year	July 1, 2024
Sanchez De Mora, Rosaura	Wilkinson Elementary Teacher Aide, PK - VE/GenEd		Child Care 2024-25 School Year	July 1, 2024
Scarry, Brandon	Information Technology Project Management Support		Child Care 2024-25 School Year	July 1, 2024
Schlabach, Marcia	Tatum Ridge Elementary Teacher, ESE Varying Except.		Medical (Relative) 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Seitz, Debbie	Brentwood Elementary Food Service Assistant I		Medical (extension) 2024-25 School Year	July 1, 2024
Sharpe, Casey	Glenallen Elementary ESE Paraprofessional Cluster Aide		Child Care 2024-25 School Year	July 1, 2024
Shea, Aliena	Emma E. Booker Elementary Teacher, Grade 1		Child Care 2024-25 School Year	July 1, 2024
Shorkey, Kendall	Wilkinson Elementary Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024
Shurley, Brittany	Student Services Admin On Spec Assign, Pupil Pers		Child Care 2024-25 School Year	July 1, 2024
Simon, Amanda	Pine View School Teacher, Grade 4		Medical (Relative) 2024-25 School Year	July 1, 2024
Smugorzewski, Carolyn	Venice Middle Registrar		Charter School 2024-25 School Year	July 1, 2024
Stewart, Kristin	Southside Elementary Teacher, Grade 2		Medical 2024-25 School Year	July 1, 2024
Stoutjesdyk, Amy	Venice High ESE Aide		Medical 2024-25 School Year	July 1, 2024
Sullivan, Casey	Phillippi Shores Elementary Teacher, Kindergarten		Child Care 2024-25 School Year	July 1, 2024
Toth, Sarah	Garden Elementary Teacher, Kindergarten		Child Care 2024-25 School Year	July 1, 2024
Triggs, Kristal	Alta Vista Elementary Behavior Specialist		Child Care 2024-25 School Year	July 1, 2024
Vieira, Jaime	Bay Haven School of Basics Plus Teacher, Foreign Lang, Elem		Medical 2024-25 School Year	July 1, 2024
Wade, Cami	Oak Park School Therapy Pool Paraprofessional		Child Care 2024-25 School Year	July 1, 2024
Wagner, Claire	Sarasota Middle Teacher, ESE Varying Except.		Child Care 2024-25 School Year	July 1, 2024
Walkup-Lees, Faith	Oak Park School ESE Paraprofessional Aide		Child Care 2024-25 School Year	July 1, 2024
Wentzel, Niki	Transportation Department Route Supervisor/Coordinator		Child Care 2024-25 School Year	July 1, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY Additional leave (Currently on LOA)				
Werner, Emily	Southside Elementary Teacher, Kindergarten		Personal 2024-25 School Year	July 1, 2024
Williams, Victoria	Riverview High Child Care - Para Aide 10 Month		Child Care 2024-25 School Year	July 1, 2024
Zamora, Myreli	Booker Middle Teacher, Mathematics, Mid/Jr		Charter School 2024-25 School Year	July 1, 2024
Leave (with pay) - 2425FY Additional leave (Currently on LOA)				
Aeppli, Eric	HR/Union Control Center Teacher, Other Ins		Professional 2024-25 School Year	July 1, 2024
Bidot, Selma	Suncoast Technical College Teacher Aide, Other Inst		Union Officer 2024-25 School Year	July 1, 2024
Resignation - 2324FY				
Adams, Cynthia	Englewood Elementary Food Service Assistant I		Personal	March 18, 2024
Barbour, Jay	Ashton Elementary Teacher, Grade 4		Taking a job in education outside of Florida	June 30, 2024
Files, Patrick	Safety & Security/School Police Campus Security Aide		Conclusion of Employment	March 5, 2024
Fullgrapp, Julia	Ashton Elementary Teacher, Kindergarten		Moving away from the area	June 20, 2024
Haese, Susan	Venice Elementary Teacher, Kindergarten		Moving away from the area	March 18, 2024
Larger, Thomas	Venice Middle Teacher, Music, Mid/Jr		Taking a job in education in Florida	March 20, 2024
Pagan, Lindsey	North Port High Para Aide III, In School Susp		Taking a job outside of education	March 18, 2024
Polak, Kimberly	Glenallen Elementary Teacher, Grade 4		Personal	March 8, 2024
Quinones, Lisa	Ashton Elementary Teacher, Grade 4		Moving away from the area	May 29, 2024
Robinson, Dante	Woodland Middle Cafeteria Aide		Personal	March 5, 2024
Shantz, Stephanie	Oak Park School ESE Paraprofessional Aide		Conclusion of Employment	March 4, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Resignation - 2324FY				
Smith, Shaelyn	Emma E. Booker Elementary Teacher Aide, PK - VE/GenEd		Personal	April 3, 2024
Yarid, Donna	Glenallen Elementary Teacher, Title I, Elementary		Personal	March 20, 2024
Resignation - 2324FY (Currently on LOA)				
Bowman, Christina	Woodland Middle Teacher, Gifted		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Ceaser, Katherine	Wilkinson Elementary Teacher, ESE Varying Except.		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Galvan, Briana	Atwater Elementary Clerk/Receptionist		Did not respond to letter of intent for the 2024-25 school year	June 17, 2024
Gibala, Christopher	Sarasota High Teacher, Social Studies, SH		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Gonzalez, Ksenia	Venice High Teacher, Science, Senior High		Personal	March 7, 2024
Hammond, Cooper	Venice High Teacher, Intellectual Disabilities		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Hostetler, Daniel	Phillippi Shores Elementary Teacher, Grade 4		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Ivey, Samantha	Lakeview Elementary Teacher, Grade 5		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Kracke, Skylar	Oak Park School ESE Paraprofessional Aide		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Payton, Reginold	Transportation Department Bus Driver		Did not respond to letter of intent for the 2024-25 school year	May 27, 2024

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Resignation - 2324FY (Currently on LOA)				
Pitre-Zampol, Tiffany	Pupil Support Services-ESE Div Speech/Language Pathologist (perf pay)		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Samec, Vivian	Emma E. Booker Elementary Teacher, ESE Varying Except.		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Seaton, Edward	Transportation Department Bus Driver		Did not respond to letter of intent for the 2024-25 school year	May 27, 2024
Slessor, Brandon	Oak Park School Teacher, ESE Varying Except.		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Smetts, Victoria	Laurel Nokomis School Teacher, Gifted		Personal	May 30, 2024
Thompson, Jada	Riverview High Teacher, Science, Senior High		Did not respond to letter of intent for the 2024-25 school year	May 30, 2024
Resignation - 2324FY Delete				
Kot, Kimberly	Venice High Para Aide III, In School Susp		Personal	May 30, 2024
Retirement - 2324FY				
Kot, Kimberly	Venice High Para Aide III, In School Susp		Years of Service: 18	March 5, 2024
Schoepfer, Richard	North Port High Campus Security Aide		Years of Service: 2	March 4, 2024
Schoepfer, Thea	Atwater Elementary ESE Paraprofessional Aide		Years of Service: 5	March 4, 2024
Stambrosky, Susan	Southside Elementary Teacher, Grade 5		Years of Service: 23	May 29, 2024
Retirement - 2324FY DROP Program - Pending FRS Approval				
Brewer, Victoria	Englewood Elementary ESE Paraprofessional Aide		Years of Service: 35	February 29, 2032

Superintendent's Personnel Report

Item #:

Board Date: March 19, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
Retirement - 2324FY DROP Program-(Correction)				
Fraraccio, Rudolph	Riverview High Teacher, Drop Out Prev - SH		Change DROP termination effective date from: June 30, 2027 to June 30, 2030	



March 19, 2024 Board Meeting
Agenda Item 8.

Title

APPROVAL OF AFFILIATION AGREEMENT BETWEEN CREEKSIDE HEALTH REHABILITATION CENTER AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

Creekside Health Rehabilitation Center has agreed to STC Health Science Program to make its facility available to School Board students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility.

Gap Analysis

STC medical programs require clinical experiences at medical facilities to provide work-based learning experiences for its students which is required to program requirements.

Previous Outcomes

N/A

Expected Outcomes

Student success in the Nursing Assistant, Practical Nursing, Surgical Technology, Emergency Medical Technician, and Paramedic programs. Maintain highest level of quality patient care as experienced through hands-on clinical rotations.

Strategic Plan Goal

Recommendation

That the Affiliation Agreement between Creekside Health Rehabilitation Center and the School Board of Sarasota County, FL be approved as presented.

Contact Information

RON DIPILLO ron.dipillo@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact

N/A

ATTACHMENTS:

Description

[Creekside Health Rehabilitation Center](#)

Upload Date

3/1/2024

Type

Cover Memo

AFFILIATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024 by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School Board") and CREEKSIDE REHAB OPCO, LLC, a Delaware limited liability company, d/b/a CREEKSIDE HEALTH REHABILITATION CENTER ("Health Care Facility") on behalf of those affiliates and facilities listed in Exhibit A attached hereto, and any additional facilities later with notification to School Board.

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Health Science program; and

WHEREAS, Health Care Facility manages a health care facility; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and Clinical Skills in actual patient-centered situations in a health care facility; and

WHEREAS, Health Care Facility has agreed to make its facility available to School Board for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School Board**

(a) **Clinical Program:** School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Health Care Facility, which Program shall be approved in advance by Health Care Facility. Such responsibilities shall include, but not be limited to, the following:

- (i) orientation of students to the clinical experience at Health Care Facility;
- (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Health Care Facility;
- (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Health Care Facility;
- (iv) continuing oral and written communication with Health Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
- (v) supervision, in coordination with Health Care Facility, of students and their performance at Health Care Facility;
- (vi) participation, with the students, in Health Care Facility's Quality Assurance and related programs;
- (vii) performance of such other duties as may from time to time be agreed to between School Board and Health Care Facility;

All students, faculty, employees, agents and representatives of School Board participating in the Program at Health Care Facility (the "Program Participants") shall coordinate their activities with the Health Care Facility's Coordinator of Education.

(b) **Student Statements:** School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) **Insurance:** School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C.

(d) **Health of Participants:** All Program Participants shall pass a medical examination acceptable to Health Care Facility and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at Health Care Facility at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Health Care Facility. In no event shall Health Care Facility be financially responsible for said medical care and treatment.

- (e) Dress Code; Breaks: School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Health Care Facility's standards regarding same. All Program Participants shall remain on the Health Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Health Care Facility.
- (f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Health Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Health Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Health Care Facility or the performance of services therein.
- (g) Eligibility of Students: All students will undergo a Level 1 and Level 2 Criminal Background Check prior to participation at any Health Care Facility.
- (h) Regulatory Compliance: School Board understands that Health Care Facility must ensure full compliance with any and all federal, state and local regulations, as well as standards of the Joint Commission. Accordingly, School Board will cooperate with Health Care Facility by providing relevant documents for each student candidate as reasonably requested by Health Care Facility, in accordance with applicable law.

2. Responsibilities of Health Care Facility

- (a) Health Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Health Care Facility. Health Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and Health Care Facility, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Health Care Facility shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Health Care Facility shall at all times retain ultimate control of the Health Care Facility and responsibility for patient care.
- (b) Upon the request of School Board, Health Care Facility shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- (c) Health Care Facility shall comply with all state and Federal laws and regulations relating to workplace safety.

3. Withdrawal of Program Participant

Health Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Health Care Facility when his/her clinical performance is unsatisfactory to Health Care Facility or his/her behavior, in Health Care Facility's discretion, is disruptive or detrimental to Health Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Health Care Facility. Notwithstanding the foregoing, Health Care Facility may immediately remove from its premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior and will promptly notify School Board if such an action is required.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Health Care Facility, nor shall Health Care Facility or any of its agents, representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Health Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Health Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Health Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Health Care Facility with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. Indemnification

School Board, to the extent allowed by law, shall indemnify and hold harmless Health Care Facility and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to and shall otherwise not waive the limits on damages and other provisions contained in Section 768.28, Florida Statutes. Health Care Facility shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Health Care Facility's employees' or representatives' performance of duties hereunder.

7. Term: Termination:

- (a) The term of this Agreement shall begin February 1, 2024, and remain in effect until February 1, 2026, unless terminated earlier by either party, and shall automatically renew on February 1, 2026, and each year thereafter for periods of one year unless terminated by either party.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Health Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Health Care Facility, such completion not to exceed six (6) months. The Board may terminate this Agreement immediately upon providing written notice if Agency materially breaches the terms of this Agreement.

8. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties, including those parties listed in the attached Exhibit A, relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. Severability:

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. Captions:

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. No Waiver:

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

13. **Assignment Binding Effect:**

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Health Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Notices:**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Health Care Facility: Creekside Rehab OPCO, LLC
Attention: Peter Lewis
10150 Highland Manor Dr., #300
Tampa, FL 33610

The School Board: The School Board of Sarasota County, Florida
Attention: Superintendent
1960 Landings Blvd.
Sarasota, FL 34236

With a Copy to: Suncoast Technical College
Attn: Director
4748 Beneva Road
Sarasota, Florida 34233

OR, to such other persons or places as either party may from time to time designate by giving written notice to the other party.

15. **HIPAA:**

School Board agrees that at all times students are subject to the supervision of Health Care Facility's administration and are considered part of Health Care Facility's workforce only for the purpose of access to and disclosure of any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"). School Board shall inform students that they must comply with all rules applicable to students while at Health Care Facility and that failure to comply shall constitute a cause for terminating such student's assignment to Health Care Facility.

16. **NON-DISCRIMINATION:**

The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

17. **AUTHORIZATION:**

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Karen Rose, Chair

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: February 8, 2024

**CREEKSIDE REHAB OPCO, LLC d/b/a CREEKSIDE HEALTH
REHABILITATION CENTER**

By: _____
Print Name: Zechariah Legendary
As Its: Administrator

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at **CREEKSIDE REHAB OPCO, LLC d/b/a CREEKSIDE HEALTH REHABILITATION CENTER** (Health Care Facility”), I am not an employee of the Health Care Facility and, am not entitled to insurance coverage, if any, provided to employees of the Health Care Facility.
2. In consideration of the benefits in the form of training and experience received at the Health Care Facility, and to the extent provided under the laws and regulations of the State of Florida, I hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program _____ (name of program) operated by The School Board of Sarasota County, Florida, at the Health Care Facility unless loss from such injury or illness arises solely out of the negligence or misconduct of the Health Care Facility or its employees or representatives.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS

Parent / Guardian Signature:

(Required if student is under the age of 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Affiliation Agreement between The School Board of Sarasota County, Florida and **CREEKSIDE REHAB OPCO, LLC d/b/a CREEKSIDE HEALTH REHABILITATION CENTER** ("Health Care Facility") to keep confidential any information regarding the Health Care Facility patients, as well as all confidential information of the Health Care Facility. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of the Health Care Facility, except as required by law.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS



March 19, 2024 Board Meeting
Agenda Item 9.

Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR PETROLEUM PRODUCTS STORAGE TANKS

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis

The District is required to provide inspection and repair services for our fueling systems district wide. This is a State Mandate that requires inspections and immediate attention to all failed inspections.

Previous Outcomes

The fuel stations/systems in the District typically have needed regular inspections and repairs. However, up to this point all repairs have been minor in nature.

Expected Outcomes

At this time, we are working with aging fuel systems at 3 of our 4 fueling locations. Approval of this T & C will allow for the now needed major repairs within the District as well as the State mandated inspections.

Strategic Plan Goal

Recommendation

That the piggyback contracts were awarded to Windemuller Technical Services, Inc., for the ratifications and the anticipated purchase of testing, repair, and maintenance services for petroleum products storage tanks, be approved as presented.

Contact Information

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

Not to exceed \$500,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

ATTACHMENTS:

Description	Upload Date	Type
3.19.24Piggyback - Windemuller REC	2/28/2024	Cover Memo



Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

MEMORANDUM

TO: Members of the School Board
Terrence Connor, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR PETROLEUM PRODUCTS STORAGE TANKS

DESCRIPTION: Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: The District is required to provide inspection and repair services for our fueling systems district wide. This is a State Mandate that requires inspections and immediate attention to all failed inspections.

PREVIOUS OUTCOMES: The fuel stations/systems in the District typically have needed regular inspections and repairs. However, up to this point all repairs have been minor in nature.

EXPECTED OUTCOMES: At this time, we are working with aging fuel systems at 3 of our 4 fueling locations. Approval of this T & C will allow for the now needed major repairs within the District as well as the State mandated inspections.

STRATEGIC PLAN GOAL:

CONTACT: Don Hampton, don.hampton@sarasotacountyschools.net
Jody Dumas jody.dumas@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed \$500,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

RECOMMENDED MOTION: That the piggyback contracts were awarded to Windemuller Technical Services, Inc., for the ratifications and the anticipated purchase of testing, repair, and maintenance services for petroleum products storage tanks, be approved as presented.

PURCHASE OF GOODS OR SERVICES THROUGH PIGGYBACK CONTRACTING

[illegible]



March 19, 2024 Board Meeting
Agenda Item 10.

Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR POUR IN RUBBER & ARTIFICIAL TURF PLAYGROUND SURFACES

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis

Facilities is in need of a vendor that supplies artificial turf for both playgrounds and play areas.

Previous Outcomes

In the past, Facilities utilized mulch and Poured in Place (PIP) surfacing for playgrounds. Mulch is a constant maintenance need and requires daily labor. PIP is expensive to install as well as maintain.

Expected Outcomes

To utilize the approved vendor on playgrounds in lieu of mulch or PIP which will offer superior comfort to our students and supply them with the proper fall cushioning ratios for protection.

Strategic Plan Goal

Recommendation

That the piggyback contracts awarded to ForeverLawn of Tampa Bay, for the anticipated purchase of pour in rubber & artificial turf for playground surfaces, be approved as presented.

Contact Information

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

Not to exceed \$500,000.00
The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

ATTACHMENTS:

Description	Upload Date	Type
3.19.24Piggyback - ForeverLawn REC	2/28/2024	Cover Memo



Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

MEMORANDUM

TO: Members of the School Board
Terrence Connor, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) THROUGH PIGGYBACK CONTRACTING FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR POUR IN RUBBER & ARTIFICIAL TURF PLAYGROUND SURFACES

DESCRIPTION: Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: Facilities is in need of a vendor that supplies artificial turf for both playgrounds and play areas.

PREVIOUS OUTCOMES: In the past, Facilities utilized mulch and Poured in Place (PIP) surfacing for playgrounds. Mulch is a constant maintenance need and requires daily labor. PIP is expensive to install as well as maintain.

EXPECTED OUTCOMES: To utilize the approved vendor on playgrounds in lieu of mulch or PIP which will offer superior comfort to our students and supply them with the proper fall cushioning ratios for protection.

STRATEGIC PLAN GOAL:

CONTACT: Don Hampton, don.hampton@sarasotacountyschools.net
Jody Dumas jody.dumas@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed \$500,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding Source: Capital Funds

RECOMMENDED MOTION: That the piggyback contracts awarded to ForeverLawn of Tampa Bay, for the anticipated purchase of pour in rubber & artificial turf for playground surfaces, be approved as presented.

PURCHASE OF GOODS OR SERVICES THROUGH PIGGYBACK CONTRACTING

[illegible]



March 19, 2024 Board Meeting
Agenda Item 11.

Title

APPROVAL OF THE DELETION OF THE STORAGE SHED #96-220 LOCATED AT LAUREL NOKOMIS SCHOOL

Description

The specified shed has been inspected by the Facilities Services and Construction Services staff and is deemed beyond economical to maintain or renovate and is more cost effective to be replaced with a new shed. Therefore, it is requested the shed be deleted and demolished.

Gap Analysis

This Board action item provides documentation and description of district-owned property that is recommended for demolition and deletion from Florida Inventory of School Houses (FISH) records. It also identifies any items that require replacement.

Previous Outcomes

Approvals to delete district-owned property can be necessitated by damage from storms such as hurricanes or high wind events; however, most commonly they are presented due to the item outliving its useful life and being more costly to repair and/or bring up to current code.

Expected Outcomes

Upon approval by the Board, staff will work to have the item removed and if required, replaced accordingly, which will provide for safer and more secure facilities.

Strategic Plan Goal

Recommendation

That the deletion of the storage shed 96-220 located at Laurel Nokomis School from F.I.S.H inventory be approved as presented.

Contact Information

DON HAMTION don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

\$3,100.00

ATTACHMENTS:

Description

[DEMO MEMO - LNS - Shed #96-220](#)

Upload Date

3/1/2024

Type

Cover Memo



FACILITIES SERVICES DEPARTMENT

7899 Fruitville Road
Sarasota, Florida 34240

Phone (941) 316-8143
Fax (941) 361-6318

MEMORANDUM

TO: Jody Dumas, Assistant Superintendent Chief Operations Officer
Operations Division

FROM: Don Hampton, Director
Facilities Services Department

REQUESTED BY: Chad Brogdon

DATE: 02/28/24

RE: Shed # 96-220 Located at Laurel Nokomis School

Facilities and Construction Services staff have inspected the following shed and deemed it no longer economical to maintain or renovate. The Planning Department office has determined that since the specified shed is beyond economical to repair or renovate it is more cost-effective to be replaced with a new Shed, therefore, the undersigned request the building be deleted and demolished.

<u>Location</u>	<u>FISH #</u>	<u>Built</u>	<u>Year Size</u>	<u>Type / Use</u>
Laurel Nokomis School	96-220	1995	300 sf	Custodial Equipment Shed

This recommendation will be placed on the agenda for the March 19, 2024, Board meeting for approval.

Plan Room Acknowledgement
Wayne Starr

Wayne Starr

Wayne Starr (Feb 29, 2024 08:54 EST)

{signature}

Diane Cominotti, Director
Planning Department

Diane Cominotti

{signature}

Eve Johnson, Assistant Director
Facilities Services Department

E Johnson

{signature}












DEMO MEMO- LNS Shed 96-220 - 031924

Final Audit Report

2024-02-29

Created:	2024-02-29
By:	Marilyn Blanton (Marilyn.Blanton@sarasotacountyschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkDehzj5wfgm1W2sVnopzGXlxiUPhz7vy

"DEMO MEMO- LNS Shed 96-220 - 031924" History

-  Document created by Marilyn Blanton (Marilyn.Blanton@sarasotacountyschools.net)
2024-02-29 - 1:52:55 PM GMT- IP address: 204.193.7.208
-  Document emailed to Wayne Starr (wayne.starr@sarasotacountyschools.net) for signature
2024-02-29 - 1:53:21 PM GMT
-  Email viewed by Wayne Starr (wayne.starr@sarasotacountyschools.net)
2024-02-29 - 1:54:26 PM GMT- IP address: 104.47.51.126
-  Document e-signed by Wayne Starr (wayne.starr@sarasotacountyschools.net)
Signature Date: 2024-02-29 - 1:54:39 PM GMT - Time Source: server- IP address: 204.193.7.108
-  Document emailed to Diane Cominotti (diane.cominotti@sarasotacountyschools.net) for signature
2024-02-29 - 1:54:40 PM GMT
-  Email viewed by Diane Cominotti (diane.cominotti@sarasotacountyschools.net)
2024-02-29 - 3:43:52 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Diane Cominotti (diane.cominotti@sarasotacountyschools.net)
Signature Date: 2024-02-29 - 3:44:05 PM GMT - Time Source: server- IP address: 204.193.7.108
-  Document emailed to Eve Johnson (eve.johnson@sarasotacountyschools.net) for signature
2024-02-29 - 3:44:07 PM GMT
-  Email viewed by Eve Johnson (eve.johnson@sarasotacountyschools.net)
2024-02-29 - 3:47:20 PM GMT- IP address: 104.47.51.126
-  Document e-signed by Eve Johnson (eve.johnson@sarasotacountyschools.net)
Signature Date: 2024-02-29 - 3:47:47 PM GMT - Time Source: server- IP address: 204.193.7.108
-  Agreement completed.
2024-02-29 - 3:47:47 PM GMT



March 19, 2024 Board Meeting
Agenda Item 12.

Title

ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBTANTIAL COMPLETION FOR THE PINE VIEW SCHOOL BUILDINGS 4, 9, & 10 INTERIOR ALTERATIONS 2023 DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22303568 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

Gap Analysis

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of takes place.

Expected Outcomes

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal

Recommendation

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact Information

DON HAMPTON don.hampton@sarasotacountyschools.net
JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

(\$76,284.82)

ATTACHMENTS:

Description

[FSD Pine View Final](#)

Upload Date

3/4/2024

Type

Cover Memo



Design Build and Construction Manager at Risk GMP Pay Application Review Check Sheet

Project: Pine View School Buildings 4, 9, & 10 Interior Alterations 2023

Review Date By Project Manager NA

Contract #: 22303568

Review	Completed (Y / N / NA)
General Conditions and General Requirements Review	
a. Ensure charges submitted are in line with negotiated contract Schedule of Values	
b. Charges are responsible and fair based on the job progress	
c. Field personnel being charged to the job have been onsite performing assigned duties	
d. Time charged for any contractor office personnel is consistent with negotiated contract time	
e. Verified all backup documentation is provided for all items listed on the detailed transaction report for all General Conditions and General Requirement line items	
f. Review General Conditions GMP. Are adjustments needed? Yes _____ No _____	
g. If "Yes", set up meeting to discuss needed changes Date of meeting _____	
Contingency Tracking	
a. Reviewed Contingency Modification Tracking Sheet	
b. Reviewed remaining contract contingency	
c. Process new Contingency Modifications	
Direct Purchase Order Log	
a. Reviewed Direct Purchase Order log	
b. Reviewed open DPO's for potential closure	
Change Order Tracking Log	
a. Reviewed Change Order Tracking Log	
b. Verified all approved change orders have been added or deducted from the contract	
Backup Documentation	
a. Verified all backup documentation is provided for all items listed on the detailed transaction report provided for all cost of work line items in the pay application	
b. Verified all total charges on the detailed transaction report agree with what is entered in the contract continuation sheet	
Retainage	
a. Reviewed current level of retainage being held	
b. If a retainage reduction is requested, verify a Retainage Reduction Request Form is being submitted with pay application	

All required backup documentation has been submitted and reviewed to be complete for Pay Application # 3.
All charges have been reviewed and are in agreement with the original contract.

Justin Williams
Digitally signed by Justin Williams
DN: C=US,
E=Justin@jonesw@inc.com, O=Jon F
Swift Inc., CN=Justin Williams
Date: 2024.02.16 15:26:53-05'00'

Contractor

Don
Hampton
n

Digitally signed
by Don Hampton
Date: 2024.02.22
11:01:01 -05'00'

McEan
Accounting Verification

Director Signature

CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

Project:
SBSC Contract #
SBSC Project #5542

Request No:
Pay Application Date:
For Period Ending:

3.3 Final
2/16/204
2/15/2024

Pine View School Blds. 4,9, 10 Alternations 2023
1 Python Way
Osprey, FL 34229

To Owner:
School Board of Sarasota County
1960 Landings Boulevard
Sarasota, FL 34231

From Construction Manager:

Jon F. Swift, Inc.
2221 8th Street
Sarasota, FL 34240

1. ORIGINAL CONTRACT SUM	\$ 381,469.26
2. NET CHANGE BY CHANGE ORDERS (1-30)	\$ (76,284.82)
3. CONTRACT SUM TO DATE (1. +/- 2.)	\$ 305,184.44
4. TOTAL COMPLETED AND STORED TO DATE	\$ 305,184.44
5. RETAINAGE:	\$ -
6. TOTAL EARNED LESS RETAINAGE (4. - 5.)	\$ 305,184.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 233,431.87

8. CURRENT PAYMENT DUE (6. - 7.) \$ 71,752.57

9. BALANCE TO FINISH INCL. RETAINAGE (3. - 6.) \$ -

CERTIFICATION BY THE CONTRACTOR: The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon F. Swift, Inc.

BY: Justin Williams 2/16/2024
Jason F. Swift, President Date

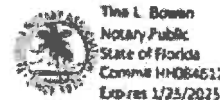
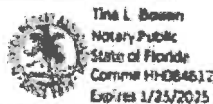
Don
Hampton

Digitally signed by Don
Hampton
Date: 2024.02.22 11:01:42
-05'00'

Personally Known
Subscribed and sworn to before me this 16th
day of January, 2024

STATE OF FLORIDA
COUNTY OF Sarasota

Notary Public:
My Commission Expires: January 25, 2025



REVIEWED AND RECOMMENDED FOR PAYMENT

By: Date:

Pine View School Bids, 4.9, 10 Alternations 2023
SCHOOL BOARD OF SARASOTA COUNTY
APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached

APPLICATION NUMBER:
3.3 Final
APPLICATION DATE:
2/16/2024
PERIOD ENDING:
2/15/2024
SBSC PROJECT NO.:
5542

A	B	C		D	E	F	G	H	I	J	K	L	M	N			
		ORIGINAL SCHEDULED VALUE	Final CO	Labor CO - 01	Admin CO - 01	GMP Buy Out	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
COST CODE	GENERAL REQUIREMENTS	49,365.00							49,365.00	26,000.00	23,365.00		49,365.00	100%	0.00	0%	0.00
	DB - Arch and MEP & Struct.	10600					0.00		0.00	0.00			0.00	0%	0.00	0%	0.00
	CM Preconstruction	10640					0.00		0.00	0.00			0.00	0%	0.00	0%	0.00
	Project Manager	11200	14,950.00	(3,945.00)			4,945.00		10,005.00	10,005.00			10,005.00	100%	0.00	0%	0.00
	Proj Manager Vehicle/Fuel	11210	891.00	(249.48)			641.52		641.52	641.52			641.52	100%	0.00	0%	0.00
	Assistant Project Manager	11200		0.00			0.00		0.00	0.00			0.00	0%	0.00	0%	0.00
	Asst Proj Manager Vehicle/Fuel	11210		0.00			0.00		0.00	0.00			0.00	0%	0.00	0%	0.00
	Superintendent	11500	26,000.00	3,200.00			7,200.00	0.00	33,200.00	28,000.00	5,200.00		33,200.00	100%	0.00	0%	0.00
	Superintendent Vehicle/Fuel	11510	1,626.00				0.00	0.00	1,626.00	1,512.18	113.82		1,626.00	100%	0.00	0%	0.00
	Project Coordinator	11800	7,020.00	25.00			(2,975.00)	0.00	4,045.00	3,045.00	1,000.00		4,045.00	100%	0.00	0%	0.00
	Project Accountant	11950	2,600.00				0.00	0.00	2,600.00	2,600.00			2,600.00	100%	0.00	0%	0.00
	Correspondence	12050					0.00	0.00	0.00	0.00			0.00	0%	0.00	0%	0.00
	Precast Video/Pictures	12110					0.00	0.00	0.00	0.00			0.00	0%	0.00	0%	0.00
	Plan Cost	12150	100.00	(100.00)			0.00	0.00	0.00	0.00			0.00	0%	0.00	0%	0.00
	Misc Materials	12360					0.00	0.00	0.00	0.00			0.00	0%	0.00	0%	0.00
As-Built/Record Drawings	12500	1,800.00				0.00	0.00	1,800.00	0.00	1,800.00		1,800.00	100%	0.00	0%	0.00	
Punch List	12550	2,500.00	(1,460.00)			1,040.00	0.00	1,040.00	0.00	1,040.00		1,040.00	100%	0.00	0%	0.00	
Safety Consultant	13000					0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Personal Protect Equip	13100	450.00	(450.00)			0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Project Management Software	15700	991.82	(991.82)			0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Temp Svc - Internet	15700	600.00	(518.70)			519.70	0.00	80.30	32.12	48.18		80.30	100%	0.00	0%	0.00	
Housekeeping Labor	16100	2,598.00	(2,598.00)			0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Housekeeping Materials	16150	600.00	(176.88)			176.88	0.00	423.12	388.92	34.20		423.12	100%	0.00	0%	0.00	
Dumpsters	16160	1,950.00	(917.40)			917.40	0.00	1,032.60	1,032.60			1,032.60	100%	0.00	0%	0.00	
Temporary Toilets	16250	450.00	(95.00)			95.00	0.00	355.00	245.00	110.00		355.00	100%	0.00	0%	0.00	
Temporary Labor	16300					0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Ice and Cuts	16350					0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Final Cleaning	16700	2,000.00	(425.00)			425.00	0.00	1,575.00	1,575.00			1,575.00	100%	0.00	0%	0.00	
Storage Trailers	17000					0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Equipment Rental	17150	450.00	(134.39)			315.61	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Expendable Hand Tool	17100	4,577.63	(134.39)			4,577.63	0.00	4,577.63	4,577.63	4,577.63		4,577.63	100%	0.00	0%	0.00	
Insurance (Gen Liability)	18000					0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0%	0.00	
Payment/Perform Bonds	18100	3,814.69	(965.74)			2,848.95	0.00	2,848.95	2,848.95	2,848.95		2,848.95	100%	0.00	0%	0.00	
EXISTING CONDITIONS																	
Demolition	DIV 2	14,750.00	(1,800.00)			(3,500.00)	(5,700.00)		9,050.00	8,850.00	200.00		9,050.00	100%	0.00	0%	0.00
CONCRETE	DIV 3																
Masonry patching		1,000.00				4,845.00	4,845.00		5,845.00	5,845.00			5,845.00	100%	0.00	0%	0.00
WOOD/PLASTICS/COMPOSITES	DIV 6																
Ceiling plates		400.00					0.00		400.00	400.00			400.00	100%	0.00	0%	0.00
Carpentry Labor					520.00		520.00		520.00	520.00			520.00	100%	0.00	0%	0.00
OPENINGS	DIV 8																
Doors		2,500.00	106.16		1,235.77	2,045.00	3,386.93		5,886.93	5,780.77	106.16		5,886.93	100%	0.00	0%	0.00
FINISHES	DIV 9																
Drywall and Framing		17,900.00	(874.89)				(2,530.66)		15,269.34	15,269.34			15,269.34	100%	0.00	0%	0.00
Acoustical Ceiling		6,000.00	(1,250.00)		(1,756.77)		(4,750.00)		4,750.00	4,750.00			4,750.00	100%	0.00	0%	0.00
Painting		7,250.00	2,900.00				2,900.00		10,150.00	10,150.00			10,150.00	100%	0.00	0%	0.00
SPECIALTIES	DIV 10																
Shirapae			(457.15)			1,800.00	1,342.85		1,342.85	1,342.85			1,342.85	100%	0.00	0%	0.00
HVAC	DIV 23																
HVAC						4,870.00	4,870.00		4,870.00	4,870.00			4,870.00	100%	0.00	0%	0.00
ELECTRICAL	DIV 26																
Electrical		134,500.00	(29,964.08)			(56,785.92)	(86,750.00)		47,750.00	41,304.14	6,445.86		47,750.00	100%	0.00	0%	0.00
Data						42,538.92	42,538.92		42,538.92	42,538.92			42,538.92	100%	0.00	0%	0.00
ELECTRONIC SAFETY	DIV 28																
Retaland Bore						4,587.00	4,587.00		4,587.00	0.00			4,587.00	100%	0.00	0%	0.00
Simplex (Fire Alarm)			3,995.33				3,995.33		3,995.33	3,995.33			3,995.33	100%	0.00	0%	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N				
COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO (37,148.04)	Labor CO - 01 0.00	Admin CO - 01 0.00	GMF Buy Out 0.00	CHANGE ORDERS (37,148.04)	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION 214,290.55	WORK COMPLETED THIS PERIOD 58,195.55	MATERIALS PRESENTLY STORED 0.00	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	RETAINAGE HELD %	TOTAL RETAINAGE HELD 0.00
	SUBTOTAL	309,634.14	(37,148.04)	0.00	0.00	0.00	(37,148.04)		272,486.10	214,290.55	58,195.55	0.00	272,486.10		0.00		0.00
12%	CM FEE	37,156.10	(4,457.76)				(4,457.76)		32,698.34	25,714.87	6,983.47		32,698.34	100%	(0.00)		
	Contingency	34,679.02	(34,679.02)				(34,679.02)		0.00	0.00	0.00		0.00	0%	0.00		
	GRAND TOTAL	381,469.26	(76,284.82)				(76,284.82)		305,184.44	240,005.42	65,179.02	0.00	305,184.44	100%	(0.00)		0.00

1287-01-0600

Invoice

Schenkel & Shultz, Inc.
200 E Robinson Street, Suite 300
Orlando, FL 32801
407-872-3322

Approved

Justin Williams, PM
10/05/2023 8:49:11 AM

JON F. SWIFT
CONSTRUCTION

Justin Williams
Jon F. Swift, Inc.
2221 8th Street
Sarasota, FL 34237

October 03, 2023

Invoice No: 2023116 - 2

Project 2023116 Pine View School Tech Lab

Professional Services from September 01, 2023 to September 30, 2023

L2 Architecture & Bidding

Fee

Billing L2	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Development	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Documents	21,000.00	100.00	21,000.00	21,000.00	0.00
Construction Administration	18,000.00	100.00	18,000.00	0.00	18,000.00
Close Out/Record Documents	5,365.00	0.00	0.00	0.00	0.00
Total Fee	49,365.00		44,000.00	26,000.00	18,000.00
Total Fee					18,000.00
Total this Invoice					18,000.00

1287-01-0600

Invoice

Schenkel & Shultz, Inc.
200 E Robinson Street, Suite 300
Orlando, FL 32801
407-872-3322

Justin Williams
Jon F. Swift, Inc.
2221 8th Street
Sarasota, FL 34237

October 11, 2023
Invoice No: 2023116 - 3

Project 2023116 Pine View School Tech Lab
Professional Services from October 01, 2023 to October 31, 2023

L2 Architecture & Bidding
Fee

Billing L2	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Development	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Documents	21,000.00	100.00	21,000.00	21,000.00	0.00
Construction Administration	18,000.00	100.00	18,000.00	18,000.00	0.00
Close Out/Record Documents	5,365.00	100.00	5,365.00	0.00	5,365.00
Total Fee	49,365.00		49,365.00	44,000.00	5,365.00
Total Fee					5,365.00
Total this Invoice					5,365.00

Outstanding Invoices

Number	Date	Balance
2	10/3/2023	18,000.00
Total		18,000.00

Approved

Justin Williams, PM
10/16/2023 2:16:10 PM

JON F. SWIFT
CONSTRUCTION

12-Dec-23
9:35 AM

JON F. SWIFT, INC.
Payroll AR Billing Report
Job: Pine View Schools, Bldgs. 4, 9, 10 Alterations 2023
for Task: 011500

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Devitt, Graham F.							
9/8/2023	011500		011500	32.00	Regular	100	3200.00
9/22/2023	011500		011500	8.00	Regular	100	800.00
9/27/2023	011500		011500	8.00	OT	150	1200.00
				48.00			5200.00
Job Totals				48.00			5200.00



2221 EIGHTH STREET
SARASOTA, FLORIDA 34237
(941) 951-6100
FAX (941) 954-4369

Superintendent Vehicle/Fuel

JOB NAME: Pine View School Bldgs. 4, 9 , 10 Alterations 2023

INVOICE DATE: 12/12/2023

JOB NO: 1287

COST CODE: 1287 -01-1510

GL ACCT: 600461

For Accountant Only

Transfer from 1287 -01-1510

Transfer to: GL - 600461

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	%	Superintendent Vehicle/Fuel: 100% of \$1,626.00	\$ 1,626.00	\$ 1,626.00
-0.93	%	Previoulsy Billed	\$ 1,626.00	\$ (1,512.18)
Total				\$ 113.82

12-Dec-23
9:01 AM

JON F. SWIFT, INC.
Payroll AR Billing Report
Job: Pine View Schools, Bldgs. 4, 9, 10 Alterations 2023
for Task: 011800

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Bowen, Tina L.							
9/8/2023	011800		011800	2.00	Regular	50	100.00
9/15/2023	011800		011800	6.00	Regular	50	300.00
9/22/2023	011800		011800	6.00	Regular	50	300.00
9/29/2023	011800		011800	2.00	Regular	50	100.00
10/6/2023	011800		011800	2.00	Regular	50	100.00
10/13/2023	011800		011800	2.00	Regular	50	100.00
				20.00			1000.00
Job Totals				20.00			1000.00



2221 EIGHTH STREET
SARASOTA, FLORIDA 34237
(941) 951-6100
FAX (941) 954-4369

INVOICE

JOB NAME: Pine View School Bldgs. 4, 9, 10 Alterations 2023

BILL TO:

SCSB Construction Services

Attn.:

SHIP TO:

Attn.:

INVOICE DATE	INVOICE NO.	PURCHASE ORDER NO.	TERMS
12-Dec-23	1		Net 15

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Complete As-built close out scope per GMP	\$ 1,800.00	\$ 1,800.00
Total				\$ 1,800.00

Please make checks payable to:
Jon F. Swift, Inc.
2221 8th Street



2221 EIGHTH STREET
SARASOTA, FLORIDA 34237
(941) 951-6100
FAX (941) 954-4369

INVOICE

JOB NAME: Pine View School Bldgs. 4, 9, 10 Alterations 2023

BILL TO:

SCSB Construction Services

Attn.:

SHIP TO:

Attn.:

INVOICE DATE	INVOICE NO.	PURCHASE ORDER NO.	TERMS
12-Dec-23	1	01-2550	Net 15

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
16	Ea	Complete punch list items on building 4, 9, 10, includes weekend work and supervision of added blue paint scope.	\$ 65.00	\$ 1,040.00
Total				\$ 1,040.00

Please make checks payable to:
Jon F. Swift, Inc.
2221 8th Street

1287-01-5700 - Temp Svc - Internet

Apr 16 - May 15 (missed this one back on PA 01)

911-899-3741 Graham's iPad	1287-01-5700 O 121	\$15.00	—	—	\$1.06	\$0.00	—	\$16.06
----------------------------	--------------------	---------	---	---	--------	--------	---	---------

Jul 16 - Aug 15

911-899-3741 Graham's iPad	1287-01-5700 O 145	\$15.00	—	—	\$1.06	\$0.00	—	\$16.06
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Aug 16 - Sep 15

911-899-3741 Graham's iPad	1287-01-5700 O 142	\$15.00	—	—	\$1.06	\$0.00	—	\$16.06
----------------------------	--------------------	---------	---	---	--------	--------	---	---------

1287-01-6150

Approved

Justin Williams, PM
08/14/2023 2:24:16 PM

JOHN F. SWIFT
CONSTRUCTION



LOWE'S HOME CENTERS, LLC
4020 CENTRAL SARASOTA PARKWAY
SARASOTA, FL 34238 (941) 918-4000

- SALE -

SALES#: FSTLAN04 13 TRANS#: 962741157 08-01-23

158674 1000-FT REFLECTIVE CAUTIO 31.96
2 @ 15.98

SUBTOTAL:	31.96
TOTAL TAX:	2.24
INVOICE 94785 TOTAL:	34.20
VISA:	34.20

VISA: XXXXXXXXXXXX9163 AMOUNT: 34.20 AUTHCD: 03570G
CHIP REFID:29332778560 08/01/23 19:24:49
CUSTOMER CODE: PVS TRIDENT
APL : 43484153452056495341 TYR : 0080008000
TSI : E800 AID : A0000000031010

J.P. SERVICES OF SARASOTA, LLC

1840 61st St., Bldg A
Sarasota, FL 34243
941-587-4362
jpsofsarasota@verizon.net

1287-01-6250



BILL TO

Jon F. Swift Inc.
2221 8th St
Sarasota, FL 34237

INVOICE 786056

DATE 08/31/2023 TERMS Due on receipt

DUE DATE 09/01/2023

JOB SITE ADDRESS

1 PYTHON PATH

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2023	Sanitation	FINAL BILL POTTY P/U 8/9/23	1	110.00	110.00

Thank you for your business!

PLEASE NOTE OUR NEW ADDRESS:
1840 61st Street, Building A
Sarasota, FL 34243

****Please send all payments to new location.**

Approved

Justin Williams, PM

09/11/2023 2:28:59 PM

JON F. SWIFT
CONSTRUCTION

TOTAL DUE

\$110.00

2	Existing Conditions					
02-4100	Demolition	A/P	06/19/23	SUB	8,850.00	671 Forristall Enterprises, Inc.
		A/P	07/25/23	SUB	2,000.00	671 Forristall Enterprises, Inc.
		A/P	07/31/23	SUB	-1,800.00	671 Forristall Enterprises, Inc.
		Cost Code 02-4100 Total: SUB			9,050.00	
					Totals: 9,050.00	

Paid to Date, Column G
on Pay App.



3401 PHILIPS HWY
JACKSONVILLE, FLORIDA 32207
904-398-7177
CoastalOne.com

Sarasota

Page 1 of 1

DATE	INVOICE NO.
07/28/2023	3462776
P.O. NUMBER - REFERENCE NO.	
PINE VIEW	
PACKING SLIP REFERENCE	
2350536	

BILL TO: 104976

JON F. SWIFT INC.
2221 8th Street
SARASOTA, FL 34237

1287-061010
Caulk for new door in
building 9

REMIT TO ADDRESS:

3401 PHILIPS HWY
JACKSONVILLE, FLORIDA 32207
904-398-7177
CoastalOne.com

DELIVERY ADDRESS/PICKED UP
Customer Pick Up

Deducted by mistake on PA 02

Customer Pick Up

\$ 106.16
meCar

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
5	SOUDAL SOUDASEAL FC WHITE 10.1 OZ	\$9.92	\$49.60

Approved

Justin Williams, PM
08/01/2023 3:57:34 PM

JON F. SWIFT
CONSTRUCTION



Effective 8/4/23, our current URL link to our billing portal will be redirected to the Beacon Building Products billing portal: [BEACONROOFINGSUPPLY.BILLTRUST.COM](https://beaconroofingsupply.billtrust.com).

Please take the necessary action to activate and/or create your account upon notification to do so.

EXTENDED TOTAL	TAX	FREIGHT	TOTAL DUE
\$49.60	\$3.48	\$0.00	\$53.08

JOB/REMARKS

JON F. SWIFT INC.

TERMS:	Net 30	PLEASE PAY FROM THIS INVOICE. INVOICES NOT PAID WITHIN TERMS ARE SUBJECT TO THE MAXIMUM FINANCE CHARGE ALLOWED BY STATE LAW.
--------	--------	--

CUSTOMER ACCOUNT NO: 104976

CUSTOMER'S FAX# 941-954-4369

JON F. SWIFT INC.

INVOICE NO: 3462776

DATE: 07/28/2023

EXTENDED TOTAL	TAX	FREIGHT	TOTAL DUE
\$49.60	\$3.48	\$0.00	\$53.08
Total tax for invoice \$3.48			

Mailloux and Sons, Inc
PO Box 858
Tallevast FL 34270

Phone # 941-723-1955
Fax # 941-723-1956

1287-09-9100

Invoice

Date	Invoice #
11/7/2023	000715726

Bill To

Jon F Swift Construction
2221 8th Street
Sarasota, FL 34237

Approved
Justin Williams, PM
11/15/2023 8:48:32 AM

JON F. SWIFT
CONSTRUCTION

WR#

P.O. No.

Project

Terms

Pineview - JFS

Net 30 days

Item	Description	Qty	U/M	Rate	Total %	Est Qty	Est Rate	Est Amt	Amount
Painting 48	Pineview school prep, prime and paint walls in building 4 room 410, 1 wall in hallway where wall is to be removed, building 9 903, 903A, Building 10 Rooms 14, 15, 2 walls in 13 where openings are modified, 1 wall in room 10 where opening is to be modified.			9,370.00	100.00%		9,370.00	9,370.00	9,370.00
Painting 48	Change Order Prep, prime, paint 2 walls in Television Studio			780.00	100.00%		780.00	780.00	780.00
Total						\$10,150.00			
Payments/Credits						\$0.00			
Balance Due						\$10,150.00			



1287-26-0000

Subcontractor's Application for Payment

From: TNT Electric Contractors Inc

Project: Pine View Building 4,9,10 Alterations

Payment Request No. 3 Period 8/25/23 to 9/25/23

Statement of Contract Amount:

1. Original Contract From
2. Approved Changes
3. Adjusted Contract Amount
4. Value of Work Completed to Date
5. Value of Approved Change Orders Completed to Date
6. Material Stored on Site
7. Total (4+5+6)
8. Less Retainage -- 10%
9. Total Less Retainage
10. Less Previous Applications for Payment
11. Amount of this Application for Payment
12. Balance to Finish Including Retainage (3 - 9)

\$41,000.00

\$6,750.00

47,750.00

47,750.00

47,750.00

4,775.00

42,975.00

36,900.00

6,075.00

4,775.00

Approved

Justin Williams, PM

09/26/2023 9:39:05 AM

JON F. SWIFT
CONSTRUCTION

Haven't been paid All →

\$6,445.86 - 10 RET = \$6,075.00

Certification of the Contractor and release of lien and rights under surety bond:

I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and Jon F. Swift, Inc. relating to the above referenced project.

I also certify that all laborers, materialmen, supplies, contractors and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on the reverse side. I further certify I have complied with all Federal, State and Local Tax Laws, including Social Security Laws and Unemployment Laws and Workmen's Compensation Laws insofar as applicable to the performance of this contract.

Furthermore, the undersigned, (lienor) warranting its work to be of good and workmanlike quality and as an inducement to payment for the same in the amount as indicated in line 11 above by Jon F. Swift, Inc. a Florida Corporation, (contractor) receipt and sufficiency of which is hereby acknowledged, does hereby waive, release and discharge the above described real property from any claim, demand, lien, claim of lien, right of lien and causes of action at law and equity of whatsoever kind of lienor (specifically including, but not limited to rights contemplated by Chapter 225 and 713, Florida Statutes) arising out of or by reason of lienor having furnished labor, and/or supplies pursuant to a contract with Contractor incorporated of to be incorporated into the property, and represents that all laborers, materialmen, and/or suppliers, contractors and subcontractors dealing with lienor have been paid in full, except as shown on reverse.

This release is a partial release of lien only and is effective as to labor, materials and supplies furnished through and including the _____ day of _____, 20____.

Justin Williams
Contractor

Sworn and subscribed before me this
_____ day of _____, 20____

President TNT Electric
Officer, Title

Notary Public -- My Commission Expires _____

_____/_____
Initials



Rauland Florida is a Division of AMETEK, Inc.

Leading Systems Integrator for Florida's Healthcare and Education Markets
620 Douglas Ave. Suite 1316 | Altamonte Springs, FL 32714 | P. 1.407.830.6175 | License # EG13000340

Invoice

Sold to:

Jon F. Swift Inc.
2221 Eighth Street
Sarasota, FL 34237

Approved
Justin Williams, PM
11/15/2023 8:48:12 AM
JON F. SWIFT
CONSTRUCTION

Invoice Number: SPT23019
Invoice Date: 11/9/2023
Job Number: SPT23019

Attn:

Account No.	P.O. No.	Ship Via	Date Shipped	Terms
JON001	Signed Proposal			Net 30

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Pineview School Lab renovation - Intercom per proposal dated 07.24.2023 to Jon F Swift	4,587.00	4,587.00

1287-101700

TOTAL AMOUNT 4,587.00

Approved
Justin Williams, PM
11/15/2023 8:48:24 AM
JON F. SWIFT
CONSTRUCTION

Attention: Given increased risk of invoice fraud, please contact your known AMETEK representative for validation before making any changes to our banking information. Please see Terms and Conditions for more information

Remit To:

Rauland-Borg Corporation of Florida
P.O. Box 744178
Atlanta, GA 30374-4178

Remit Via ACH:

Bank of America NA
Account# 385015900564
ACH ABA# 011900254



TAMPA
3802 Sugar Palm Dr
TAMPA FL 336190000
Phone: (813) 626-5482

INVOICE NO. 41697907	INVOICE DATE 01/15/2024	CUSTOMER PO PO# 1287-283100
TERMS NET30	INVOICE TYPE Special Billing	

PAY VIA ACH

BILL TO: 292-000457683
Jon F Swift Inc
2221 8th St
SARASOTA FL 34237-2834



PROJECT: 292-650505927
Pineview School
1 Python Path
Sarasota Co School Board
OSPREY FL 34229-9076

INVOICE SUMMARY					
TOTAL P.O.	-	\$3,995.33	INVOICE SUBTOTAL	-	\$3,995.33
INVOICED TO DATE	-	\$3,995.33	LESS RETAINAGE	-	\$0.00
DUE THIS INVOICE	-	\$3,995.33	SUBTOTAL	-	\$3,995.33
REMAINING TO INVOICE	-	\$0.00	SALES TAX	-	\$0.00
TOTAL INVOICE				-	\$3,995.33
PAY THIS AMOUNT				▶	\$3,995.33

INVOICE DETAIL

LABOR PROGRESS	SCSB- PINEVIEW E				
TOTAL LABOR THIS INVOICE:					\$3,366.08
MATERIAL	FIRE ALARM	Material	\$629.25		
TOTAL MATERIAL THIS INVOICE:					\$629.25



Comments trey@jonfswiftinc.com



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
\$3,995.33

BILL TO 292-000457683 Jon F Swift Inc

SHIP TO 292-000457683 Pineview School

INVOICE NUMBER 41697907

INVOICE DATE 01/15/2024

CUSTOMER P.O. PO# 1287-283100

REMIT TO Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine, IL 60055-0320

0000399533941697907



TAMPA
3802 Sugar Palm Dr
TAMPA FL 336190000
Phone: (813) 626-5482

BILL TO: 292-000457683
Jon F Swift Inc
2221 8th St
SARASOTA FL 34237-2834

PROJECT: 292-650505927
Pineview School
1 Python Path
Sarasota Co School Board
OSPREY FL 34229-9076

INVOICE	INVOICE DATE	CUSTOMER PO
41697907	01/15/2024	PO# 1287-283100
TERMS		INVOICE TYPE
NET30		Special Billing

SHIPMENT DETAIL SINCE LAST INVOICE

SHIPPING REFERENCE: DROPSHIP

01/05/2024

1 ea 4098-9714
1 ea 4098-9792
1 ea 4906-9101
1 ea 4906-9127

PHOTO SENSOR
SENSOR BASE
STROBE MC RED
HORN/STROBE MC RED

Carr Mary

From: Hampton Don
Sent: Wednesday, February 21, 2024 6:14 AM
To: Carr Mary
Subject: RE: Pine View Lab Relocation Bldg 4 9 &10 REVISED Final PA

Mary,

You are good to go!

Don

From: Carr Mary <Mary.Carr@sarasotacountyschools.net>
Sent: Tuesday, February 20, 2024 1:23 PM
To: Justin Williams <justin@jonfswiftinc.com>; Tina Bowen <tina@jonfswiftinc.com>; Hampton Don <Don.Hampton@sarasotacountyschools.net>
Cc: Blanton Marilyn <Marilyn.Blanton@sarasotacountyschools.net>
Subject: Re: Pine View Lab Relocation Bldg 4 9 &10 REVISED Final PA

Don can you let me know when this is all good to go.

thanks

From: Justin Williams <justin@jonfswiftinc.com>
Sent: Tuesday, February 20, 2024 1:10 PM
To: Carr Mary <Mary.Carr@sarasotacountyschools.net>; Tina Bowen <tina@jonfswiftinc.com>; Hampton Don <Don.Hampton@sarasotacountyschools.net>
Cc: Blanton Marilyn <Marilyn.Blanton@sarasotacountyschools.net>
Subject: RE: Pine View Lab Relocation Bldg 4 9 &10 REVISED Final PA

External Email - Be Suspicious of Attachments, Links, and Requests for Login Information

Hello Mary,
I have uploaded the closeouts to this file tree in Bluebeam:



Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Pine View School Bldgs. 4,9, & 10 Interior Alterations 2023 1 Python Way Osprey, FL 34229	CONTRACT INFORMATION: Contract For: General Construction Date: April 25, 2023	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 25, 2023
OWNER: <i>(name and address)</i> Sarasota County School Board 1960 Landings Blvd. Sarasota, Florida 34231	ARCHITECT: <i>(name and address)</i> Schenkel Shultz Architecture 330 S. Pineapple Ave., Ste. 210 Sarasota, FL 34236	CONTRACTOR: <i>(name and address)</i> Jon F. Swift, Inc. 2221 8th Street Sarasota, FL 34237

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Work is substantially complete per plans

Schenkel Shultz
Architecture
ARCHITECT *(Firm Name)*


SIGNATURE

Ken Dean, Architect
PRINTED NAME AND TITLE

August 7, 2023
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Final signage to be installed

Blue screen paint to be applied in TV studio (added scope)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Jon F. Swift, Inc.
CONTRACTOR *(Firm Name)*
Sarasota County School Board
OWNER *(Firm Name)*


SIGNATURE

Justin Williams, Vice President
PRINTED NAME AND TITLE

9/8/2023
DATE


SIGNATURE

Don Hampton
PRINTED NAME AND TITLE
Digitally signed by Don Hampton
Date: 2024.01.22 09:44:56 -05'00'
DATE

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User Notes:

(3B9ADA4F)



March 19, 2024 Board Meeting
Agenda Item 13.

Title

APPROVAL AND/OR RATIFICATION OF FACILITIES SERVICES' CHANGE ORDER

Description

The Facilities Services' change order is summarized on the enclosure for ease of review. This change order reflects a decrease of (\$76,284.82) in gross contract dollars.

Gap Analysis

Change orders are utilized on facilities' contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached document details the associated change order for this item.

Previous Outcomes

Change orders reflect facilities' project progress and occur normally as a result of conditions on the facilities' project and district staff managing the costs associated with each project.

Expected Outcomes

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal

Recommendation

That the Facilities Services' change order be approved and/or ratified as presented.

Contact Information

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

(\$76,284.82)

ATTACHMENTS:

Description	Upload Date	Type
FSD March 19 CO	3/5/2024	Cover Memo
FSD March 19 2024 CO	3/4/2024	Cover Memo



Project	Contractor	CO#	Contract Sum prior to this Change Order request	Contract Change Order amount	Revised Contract Amount	EXPLANATION (see attached)	**
SUMMARY OF FACILITIES SERVICES CHANGE ORDER PRESENTED FOR APPROVAL AND/OR RATIFICATION AT THE 11/28/2023 SCHOOL BOARD MEETING							
Pine View School Bldgs. 4,9, & 10 Interior Alterations 2023	Jon F. Swift Inc	01	\$381,469.26	-\$76,284.82	\$305,184.44	This change order is to adjust Guarantee Maximum Price to reflect Actual Cost of work.	R
							R
			\$381,469.26	-\$76,284.82	\$305,184.44		
NOTE: The change orders (*identified above), for ratification, are the result of direct purchase of these items by the School Board to save sales tax. **A=Approval; R=Ratification							

Sarasota County School Board
Construction Services
Change Order

22303568

PROJECT:
Pine View School
Buildings 4, 9, & 10 Interior Alterations 2023
1 Python Way
Osprey, FL 34229

CHANGE ORDER:
CONTRACT / PO NUMBER:
CHANGE ORDER TYPE:
CONTRACT DATE:

001
5542
Final Change Order
04/25/23

TO (CONTRACTOR):
Jon F. Swift
2221 8th Street
Sarasota, FL 34237

You are directed to make the following changes in this Contract:	
Project close-out adjusting the final contract sum to reflect actual costs, per the attached GMP Reconciliation Sheet.	\$ (76,284.82)
Total of Summary:	\$ (76,284.82)

The original Guaranteed Maximum Price was	\$ 381,469.26
The net change by previously authorized Change Orders:	\$ -
The Guaranteed Maximum Price prior to the Change Order was	\$ 381,469.26
The Guaranteed Maximum Price will be (decreased) by this Change Order in the amount of	\$ (76,284.82)
The new Guaranteed Maximum Price including this Change Order will be	\$ 305,184.44

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be (unchanged).

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Schenkel Shultz, Inc.
ARCHITECT (Firm name)
Digitally signed by:
Ken Dean
SIGNATURE
Ken Dean, Partner
PRINTED NAME & TITLE
2/16/2024
DATE

Jon F. Swift, Inc.
CONTRACTOR (Firm name)
Digitally signed by:
Justin Williams
SIGNATURE
Justin Williams, VP
PRINTED NAME & TITLE
2/16/2024
DATE

Sarasota County School Board
OWNER
Don
Digitally signed
by Don Hampton
SIGNATURE
Date: 2024.02.22
10:34:16 -05'00'
Don Hampton
PRINTED NAME & TITLE
SIGNATURE
DIRECTOR (Printed Name)

Pine View School Bids. 4,9, 10 Alternations 2023				
SCHOOL BOARD OF SARASOTA COUNTY				
APPLICATION AND CERTIFICATION FOR PAYMENT				
Contractor's signed certification is attached				
A	B			
COST CODE	DESCRIPTION OF WORK	Final CO		
DIV 1	GENERAL REQUIREMENTS			
10600	DB - Arch and MEP & Struct.			
10640	CM Preconstruction			
11200	Project Manager	(3,945.00)		
11210	Proj Manager Vehicle/Fuel	(249.48)		
11200	Assistant Project Manager			
11210	Ast Proj Manager Vehicle/Fuel			
11500	Superintendent	3,200.00		
11510	Superintendent Vehicle/Fuel			
11800	Project Coordinator	25.00		
11950	Project Accountant			
12050	Correspondence			
12110	Precon Video/Pictures			
12150	Plan Cost	(100.00)		
12360	Misc Materials			
12500	As-Builts/Record Dwgs			
12550	Punch List	(1,460.00)		
13000	Safety Consultant			

13100	Personal Protect Equip	(450.00)		
	Project Management Software	(991.82)		
15700	Temp Svc - Internet	(519.70)		
16100	Housekeeping Labor	(2,598.00)		
16150	Housekeeping Materials	(176.88)		
16160	Dumpsters	(917.40)		
16250	Temporary Toilets	(95.00)		
16300	Temporary Labor			
16350	Ice and Cups			
16700	Final Cleaning	(425.00)		
17000	Storage Trailers			
17150	Equipment Rental			
17100	Expendable Hand Tool	(134.39)		
18000	Insurance (Gen Liability)			
18100	Payment/Perform Bonds	(965.74)		
DIV 2	EXISTING CONDITIONS			
	Demolition	(1,800.00)		
DIV 3	CONCRETE			
	Masonry patching			
DIV 6	WOOD/PLASTICS/COMPOSITES			
	Ceiling plates			
	Carpentry Labor			
DIV 8	OPENINGS			
	Doors	106.16		

DIV 9	FINISHES			
	Drywall and Framing	(874.89)		
	Acoustical Ceiling	(1,250.00)		
	Painting	2,900.00		
DIV 10	SPECIALTIES			
	Signage	(457.15)		
DIV 23	HVAC			
	HVAC			
DIV 26	ELECTRICAL			
	Electrical	(29,964.08)		
	Data			
DIV 28	ELECTRONIC SAFETY			
	Rauland Borg			
	Simplex (Fire Alarm)	3,995.33		
	SUBTOTAL	(37,148.04)		
12%	CM FEE	(4,457.76)		
	Contingency	(34,679.02)		
	GRAND TOTAL	(76,284.82)		



March 19, 2024 Board Meeting
Agenda Item 14.

Title

APPROVAL OF UPDATE #2 TO THE 2024 ANNUAL CERTIFICATION OF PROFESSIONALS FOR CONSTRUCTION RELATED SERVICES

Description

The recommended professional has submitted request for annual certification by the School Board to provide professional and/or consulting services for Sarasota County Schools project. This submission is in accordance with School Board Policy 7.71 and 7.71a. The initial list was Board approved on 1/16/2024, Item #19. The newly added firm is identified in the enclosure at the end of the initial list. Upon Board approval, the pertinent data from this submission will be incorporated to the existing list.

Gap Analysis

The Professional Services Selection Committee (PSSC), in accordance with School Board Policy 7.71 and 7.71a, certifies that this firm is qualified to submit proposals for advertised projects.

Previous Outcomes

Approval of the qualified professionals on this annual certification list allows the PSSC to proceed with selection of firms to perform work for the district.

Expected Outcomes

Firms on the approved, qualified list represents high quality, experienced firms who are eligible to compete for district projects. The firm added to the list is included in the overall list and outlined in the last page of the attachment.

Strategic Plan Goal

Recommendation

That update #2 to the 2024 annual certification of qualified professionals for construction related services be approved as presented.

Contact Information

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
2024 QP List Update #2	3/1/2024	Cover Memo

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

COMPANY NAME	ADDRESS	TELEPHONE	CONTACT NAME / E-MAIL
A/R/C Associates, Inc.	601 N. Fern Creek Avenue Suite 100 Orlando, FL 32803	407-896-7875	Joseph J. Williams / Jewel Smith jjw@arc-arc.com / jewel@arc-arc.com
ADG Architecture, LLC	3820 Colonial Boulevard Suite 100 Fort Myers, FL 33966	239.227.0554	Robert Taylor Bobt@alliancedesigngroup.com
Affiliated Engineers, Inc.	777 S. Harbour Island Boulevard Suite 450 Tampa, FL 33602	813.405.3800	Michael Watts mwatts@aeieng.com
Ajax Building Corporation	425 Commercial Court Suite J Venice, FL 34292	941.413.1341	Kasey Diehl kdiehl@ajaxbuilding.com
Allstate Construction, Inc.	4509 North Nebraska Avenue Tampa, FL 33603	813.231.2525	Audra Davis adavis@allstateconstruction.com
AM Engineering, LLC	8340 Consumer Court Sarasota, FL 34240	941.377.9178	D. Shawn Leins sleins@amengfl.com
Amtech Solutions, Inc.	2202 Northwest Shores Suite 200 Tampa, FL 33607	1.833.926.8324	Whitney Cabaza Whitney.Cabaza@amtechsls.com
Ardaman & Associates, Inc.	1724 Barber Road Sarasota, FL 34240	941.922.3526	Virginia Goff ggoff@ardaman.com
Axis Structural Group, Inc. dba Snell Engineering Consultants	1517 State Street Suite 202 Sarasota, FL 34236	941.954.0681	Amber Jacobson ajacobson@snellengineering.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

BCER Engineering, Inc.	12450 Rossevelt Boulevard North Suite 305 St. Petersburg, FL 33716	678.983.0973	David Wallace dwallace@bcer.com
Bennett & Pless, Inc. (FKA Hees & Associates, Inc.)	1381 5th Street Sarasota, FL 34236	941-955-4555	Karl F. Hees / Christina Hees khees@bennett-pless.com / chees@bennett-pless.com
BGE, Inc.	551 North Cattlemen Road Suite 104 Sarasota, FL 34232	941.208.2008	Daniel J. Bond Dbond@bgeinc.com
Biller Reinhart Engineering Group, Inc.	3434 Colwell Avenue Suite 100 Tampa, FL 33614	813.908.7203	Robert J. Reinhart rrehnhart@billerreinhart.com
Borrelli & Partners, Inc.	720 Vassar Street Orlando, FL 32804	407.418.1338	Jorge A. Borrelli JABorrelli@BorrelliArchitects.com
Burke Construction Group, Inc.	10145 NW 19th Street Doral, FL 33172	305.986.0158	David Martinez DMartinez@bcginc.net
Colliers Project Leaders USA NE, LLC	5471 West Waters Avenue Suite 100 Tampa, FL 33634	1.844.727.0055	Ken Guyette ken.guyette@collierseng.com
CORE Construction Service of Florida, LLC	8027 Cooper Creek Boulevard Suite #110 University Park, FL 34201	941.343.4300	Jason Mitchell jasonmitchell@coreconstruction.com
Cornerstone Special Inspections, LLC DBA Construction Moisture Consulting (CMC)	4508 Oak Fair Boulevard Suite 290 Tampa, FL 33610	813.623.2323	Debra Palmer dpalmer@CMCFlorida.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Creative Contractors, Inc.	852 62nd Circle East Suite #103 Bradenton, FL 34208	941.706.0995	Van Mitchell / Shannon Stein vmitchell@creativecontractors.com / sstein@creativecontractors.com
David W. Jonnston Associates (dwja)	1717 Second Street Suite A Sarasota, FL 34236	941.366.3159	Phillip J. Smith phil@dwja.net
Diversified Technology Consultants, Inc.	505 South Orange Avenue Units C1 & C2 Sarasota, FL 34236	203.605.2604	Robert "Shay" Hammersley robert.hammersley@teamdte.com
DMK Associates, Inc.	421 Commercial Court Suites C-D Venice, FL 34292	941.412.1043	Kreg Maheu kmaheu@dmkassoc.com
Driggers Engineering Services, Inc.	12220 49th Street North Clearwater, FL 33762	727.571.1313	Jeffry A. Driggers / Robert Iliff jeffdriggers@driggers-eng.com / billiff@driggers-eng.com
ECS Florida, LLC	4524 North 56th Street Tampa, FL 33610	813.302.1644	Scott Lakey Slakey@ecslimited.com
EE&G Construction & Electrical, LLC	5005 West Laurel Street Suite 110 Tampa, FL 33607	813.416.0106	D. Kirk Smith ksmith@eeandg.com
Engineering Matrix, Inc.	2860 Scherer Drive St. Petersburg, FL 33716	727.573.4656	Anita Crosby / Nikki Alvarado anitac@engmtx.com / nikkia@engmtx.com
Fawley Bryant Architecture	5391 Lakewood Ranch Boulevard N Suite 300 Sarasota, FL 34240	941.343.4070	Natasha McDowell nmcdowell@fawleybryant.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Fire Prevention Specialists, Inc.	609 Gina Lane Melbourne, FL 32940	321.302.3993	Walter D. Spann, Jr. wspann@msn.com
Fleischman Garcia Maslowski Architecture	5967 Cattlemen Lane Suite 6 Sarasota, FL 34232	813.251.4400	Marcel Maslowski marcel@fgmfla.com
Gallagher Bassett Services, Inc.	4350 West Cypress Street Suite 300 Tampa, FL 33607	813.287.1005	Michael Sewell Mike_Sewell@gbtpa.com
GHD, Inc.	5904 Hampton Oaks Parkway Suite F Tampa, FL 33610	813.257.0626	Meeghan Casey meeghan.casey@ghd.com
Gilbane Building Company	1950 Ringling Boulevard Suite 301 Sarasota, FL 34236	727.439.2008	James Ferrick jferrick@gilbaneco.com
GLE Associates, Inc.	5405 Cypress Center Drive Suite 110 Tampa, FL 33609	813.241.8350	Cathy Meilak cmeilak@gleassociates.com
Goodwyn Mills Cawood, LLC	1819 Main Street Suite 608 Sarasota, FL 34236	941.312.5523	Sara Butler sara.butler@gmcnetwork.com
Gregg Fisher LLC dba Fisher Engineering	1817 Pinyon Pine Drive Sarasota, FL 34240	941.203.8565	Gregg Fisher gfisher@fisherengr.com
Halfacre Construction Company	7015 Professional Parkway East Sarasota, FL 34240	941.907.9099	Jack Cox / Tom Rees jackcox@halfacreco.com / trees@halfacreco.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Hall Darling Design Studio, PA	2168 Main Street Sarasota, FL 34237	941.917.0883	Glenn Darling gdarling@halldarling.com
Harvard Jolly, Inc. d/b/a Beam Professionals	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a Edgeland	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a Harvard Jolly PBK	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a Harvard Jolly PBK Sports	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a Kubala Engineers	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a Leaf Engineers	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
Harvard Jolly, Inc. d/b/a PBK Sports	6000 Cattleridge Drive Suite 204 Sarasota, FL 34232	941.954.7632	Stephen L. Johnson / Gina Tercilla s.johnson@harvardjolly.com / g.tercilla@harvardjolly.com
HCBeck, Ltd. d/b/a/ The Beck Group	220 West 7th Avenue Suite 200 Tampa, FL 33602	813.240.8248	Caroline Vostrejs carolinevostrejs@beckgroup.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Hepner Architects, Inc.	601 South Boulevard Suite 101 Tampa, FL 33606	813.229-0614	Peter M. Hepner phepner@hepnerarchitects.com
Hyatt Survey Services, Inc.	2012 Lena Road Bradenton, FL 34211	941.748.4693	Pamela A. Hyatt / Howard Hyatt pam@hyattsurvey.com / howard@hyattsurvey.com
Infrastructure Solution Services	7319 Merchant Court Sarasota, FL 34240	941.526.0815	Mark W. Mueller mmueller@infrastructuress.com
Jay Ammon Architect, Inc.	126 South Park Avenue Suite A Winter Park, FL 32789	407.333.1977	Jay Ammon jay@jayammon.com
Jon F. Swift, Inc.	2221 8th Street Sarasota, FL 34237	941.951.6100	Jason F. Swift / Justin Williams / Emmalee Legler jason@jonfswiftinc.com / justin@jonfswiftinc.com / emmalee@jonfswiftinc.com
JP Wiseman Construction Services, LLC	6311 Atrium Drive Suite 103 Lakewood Ranch, FL 34202	941.441.7090	Lisa Johnson lisajohnson@jpwiseman.com
Kimley-Horn and Associates, Inc.	1800 2nd Street Suite 900 Sarasota, FL 34236	941.379.7624	Dean Paquet / James Pankonin Dean.Paquet@kimley-horn.com / James.Pankonin@kimley-horn.com
KMA Design Group, LLC	2720 Wright Avenue Winter Park, FL 32789	407.810.2606	James L. Moore jmoore@kmadg.net

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

LEGO Construction Co.	1011 Sunnybrook Road Suite #905 Miami, FL 33136	305.381.8421	Satya Nethi snethi@legocc.com
Long & Associates Architects/Engineers, Inc.	4525 South Manhattan Avenue Tampa, FL 33611	8513.839.0506	Travis G. Steed / Keely Smith Travis@longandassociates.com / Keely@longandassociates.com
Magnum Builders of Sarasota, Inc.	201 Fletcher Avenue Suite 120 Sarasota, FL 34237	941.351.5560	Clint A. Riley criley@magnumbuilders.com
Manasota Commercial Construction Company	1310 4th Avenue West Bradenton, FL 34205	941.795.2732	Clayton D. Johnson Clayj@manasotaconstruction.com
Manhattan Construction Company	5405 Cypress Center Drive Suite 110 Tampa, FL 33609	813.675.1960	Joe Funigiello jfunigiello@manhattanconstruction.com
McIntyre Elwell & Strammer General Contractors, Inc.	1645 Barber Road Sarasota, FL 34240	941.377.6800	Mark Freeman / Josh Tomlinson mark-freeman@mesgc.com / josh-tomlinson@mesgc.com
ME3 Consulting Engineers, LLC	5300 Paylor Lane Sarasota, FL 34240	941.748.1319	Sidney T. Pritchard sidney@me3-engr.com
NDC Construction Company	1001 Third Avenue West Suite 600 Bradenton, FL 34205	941.747.1062	Ronald J. Allen ron@ndcconstruction.com
O-A-K/Florida, Inc. dba Owen-Ames-Kimball Company	11941 Fairway Lakes Drive Fort Myers, FL 33913	239.462.7978	Matthew J. Zwack mzwack@oakfl.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

OCI Associates, Inc.	19503 South West Village Parkway Suite A5 Venice, FL 34293	407.332.5110	Amir Kazeminia amir@ociassociates.com
OHC Environmental Engineering, Inc.	101 South Hoover Boulevard Suite 101 Tampa, FL 33609	813.500.8564	James. F. Rizk / Cristina Rushing jrizk@ohcnet.com / cjones@ohcnet.com
P.J. Hayes, Inc. dba Tandem Construction	5391 Lakewood Ranch Boulevard N Suite 200 Sarasota, FL 34240	941.954.1599	Brian Leaver / Kent.Hayes brian.leaver@tandemconstruction.com / kent.hayes@tandemconstruction.com
PBA Design Group, Inc.	2742 Jason Street Tampa, FL 33619	813.626.2540	Howard Piper hpiper@pbadesigngroup.com
Performance Services, Inc.	15310 Amberly Drive Suite 250 Tampa, FL 33647	407.415.8975	Dane Hurt dhurt@performanceservices.com
Plunkett Raysich Architects, LLP (PRA)	1970 Main Street Suite 201 Sarasota, FL 34236	941.444.8845	John Holz / Jedd Heap jholz@prarch.com / jheap@prarch.com
REI Engineers, Inc.	857 County Road One P.O. Box 549 Palm Harbor, FL 34682	727.771.0598	William J. Shultz bschultz@reiengineers.com
Robson Corporation	2231 Whitfield Park Loop Sarasota, FL 34243	941.753.6935 or 941.580-7737	Grant Vosburg Grantv@Robsoncorp.com
Roof-Wise, LLC	360 Wekiva Park Drive Sanford, FL 32771	386.951.9351	Christopher A. Bowman chris@roof-wise.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Schenkel & Shultz, Inc.	330 South Pineapple Avenue Suite 210 Sarasota, FL 34236	941.487.8028	Samantha Reinneck sreinneck@schenkelshultz.com
Seibert Architects. PA	1373 5th Street Sarasota, FL 34236	941.366.9161	Michael L. Epstein / William Craig sholladay@seibertarchitects.com / mepstein@seibertarchitects.com
SGM Engineering, Inc.	2202 Northwest Shores Suite 200 Tampa, FL 33607	407.767.5188	Bobak (Bobby) Shahnam bobby@sgmengineering.com
Smith Seckman Reid, Inc. (SSR)	2601 Cattlemen Road Suite 300 Sarasota, FL 34232	941.907.7750	Mark D. Smith msmith@ssr-inc.com
Spiezle Architectural Group, Inc.	1101 North Lake Destiny Road Suite 365 Maitland, FL 32751	866.974.7666	Steven G. Siegel ssiegel@spiezle.com
Springer-Peterson Roofing & Sheet Metal	P. O. Box 1648 Eaton Park, FL 33840	863.665.1163	Heather Harris heather@springerpeter.com
Stantec Consulting Services, Inc.	6920 Professional Parkway East Sarasota, FL 34240	941.907.6900	D. Scott McKenna scott.mckenna@stantec.com
Steinbaum and Associates, Inc.	6151 Lake Osprey Drive 3rd Floor Sarasota, FL 34240	941.921.2707	Michele L. Steinbaum michele@steinbaumecological.com
Sweet Sparkman Architecture and Interiors	1819 Main Street Suite 400 Sarasota, FL 34236	941.952.0084	Todd M. Sweet tsweet@sweetsparkman.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Terracon Consultants, Inc.	8260 Vico Court Unit B Sarasota, FL 34240	941.379.0621	Scott N. Parrish scott.parrish@terracon.com
The A.D. Morgan Corporation	2411-B Manatee Avenue West Bradenton, FL 34205	941.747.3001	Matt D'Amaddio mdamaddio@admorgan.com
The Evergreen Corporation dba Evergreen Construction	201 North Franklin Street Suite 200 Tampa, FL 33602	813.523.4982	Steve Hall shall@evergreencorp.com
TLC Engineering Solutions, Inc.	7210 Kyle Court Sarasota, FL 34240	941.217.5200	Lawrin T. Ellis / Monique Mattila lawrin.ellis@tlc-eng.com / monique.mattila@tlc-eng.com
Universal Engineering Sciences, Inc.	1748 Independence Boulevard Suite B-1 Sarasota, FL 34234	941.358.7410	Robert Gomez rgomez@universalengineering.com
Wannemacher Jensen Architects, Inc. (WJA)	1559 Fruitville Road Sarasota, FL 34236	727.822.5566	Jason Jenson / Amanda Wiegman jason@wjarc.com / amanda@wjarc.com
Wharton-Smith, Inc.	2525 Bobcat Village Center Road #105 North Port, FL 34288	813.288.0068 or 941.621.4723	Tom Iarossi / Desiree Strickling tiarossi@whartonsmith.com / dstrickling@whartonsmith.com
Williamson Dacar Associates, Inc. DBA Williamson Design Associates.	2605 Enterprise Road Suite 310 Clearwater, FL 33759	727.725.0951	Ted J. Williamson twilliamson@wda.biz
Willis A. Smith Construction, Inc.	5001 Lakewood Ranch Boulevard N Sarasota, FL 34240	941.366.3116	F. John LaCivita / Liz Brookins jlacivita@willissmith.com / lbrookins@willissmith.com

2024 QUALIFIED PROFESSIONAL ANNUAL CERTIFICATION CONSTRUCTION RELATED SERVICES

Wilson Structural Consultanting Engineers, LLC	6731 Professional Parkway West Suite 103 Sarasota, FL 34240	941.907.4789	Anthony R. Wilson / Erin Kehoe tony@wilsonstructural.com / ekehoe@wilsonstructural.com
Zyscovich, LLC.	3505 East Frontage Road Suite 125 Tampa, FL 33607	813.526.7760	Louise Ellrod / Alex Perez Jlellrod@syscovich.com / aperez@zyscovich.com

BOARD APPROVAL DATE: 3/19/2024

**UPDATE #2:
2024 QUALIFIED PROFESSIONAL LIST**

NOTE: The Professional Services Selection Committee voted to recommend the following companies for SBSC certification to provide construction related services.

COMPANY NAME	ADDRESS	TELEPHONE	CONTACT NAME / E-MAIL
Rowe Architects, LLC	100 Madison Street Suite 200 Tampa, FL 33602	813.221.8771	Rick Rowe / Mandy Milstien R.Rowe@RoweArchitects.com m.milstien@rowearchitects.com



March 19, 2024 Board Meeting
Agenda Item 15.

Title

APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

Description

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$5,352,917.55) deduct for Direct Material Purchases and the corresponding (\$88,240.65) deduct for sales tax savings. These change orders result in an overall contract decrease of (\$5,441,158.20).

Gap Analysis

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

Previous Outcomes

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

Expected Outcomes

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal

Recommendation

That the Construction Services' change orders be approved and/or ratified as presented.

Contact Information

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact

(\$5,441,158.20)

ATTACHMENTS:

Description	Upload Date	Type
CSD March 19 COs	3/5/2024	Cover Memo
CSD March 19 COs	3/6/2024	Cover Memo
CSD March 19 COs	3/6/2024	Cover Memo
CSD March 19 COs	3/6/2024	Cover Memo



Project	Contractor	CO#	Contract Sum prior to this Change Order request	Contract Change Order amount	Revised Contract Amount	EXPLANATION (see attached)	SALES TAX SAVINGS *	Direct Purchase order Amount	**
SUMMARY OF CONSTRUCTION SERVICES CHANGE ORDERS PRESENTED FOR APPROVAL AND/OR RATIFICATION AT THE 03/19/2024 SCHOOL BOARD MEETING									
Bay Haven School of Basics Plus Building 1 Renovation - Phase 1	McIntyre Elwell & Strammer General Contractors, Inc.	018	\$14,299,083.25	-\$61,401.23	\$14,237,682.02	This change order reflects a decrease of the contract for the DPO of Plumbing material supplied by Hydrologic Tampa - LT Plumbing	\$3,522.71	\$57,878.52	R
Bay Haven School of Basics Plus Building 1 Renovation - Phase 1	McIntyre Elwell & Strammer General Contractors, Inc.	019	\$14,237,682.02	-\$9,827.76	\$14,227,854.26	This change order reflects a decrease of the contract for the DPO of Piping & Fitting material supplied by Fortiline, Inc. - Graber's Excavating, Inc.	\$603.46	\$9,224.30	R
Bay Haven School of Basics Plus Building 1 Renovation - Phase 1	McIntyre Elwell & Strammer General Contractors, Inc.	020	\$14,227,854.26	-\$5,765.52	\$14,222,088.74	This change order reflects a decrease of the contract for the DPO for the Simplex Grinder Pump Lift Station supplied by Southeastern Pump - Graber's Excavating, Inc.	\$373.52	\$5,392.00	R
Bay Haven School of Basics Plus Building 1 Renovation - Phase 1	McIntyre Elwell & Strammer General Contractors, Inc.	021	\$14,222,088.74	-\$60,364.00	\$14,161,724.74	This change order reflects a decrease of the contract for the DPO of Stucco material supplied by L & W Supply - Commercial Plastering	\$3,464.00	\$56,900.00	R
Clark and Lorraine K-8 School Construction	P.J. Hayes, Inc. dba Tandem Construction	027	\$77,701,040.12	-\$294,575.85	\$77,406,464.27	This change order reflects a decrease of the contract for the DPO of walkway coverings & canopy material supplied by Peachtree Protective Covers, Inc.	\$16,721.27	\$277,854.58	R
Sarasota High School Buildings #13 & #14 Renovation, Phase 1 - Portable Staging	Gilbane Building Company	004	\$31,902,581.63	-\$130,296.43	\$31,772,285.20	This change order reflects a decrease of the contract for the DPO of Drywall, Framing, and Insulation material supplied by Foundation Building Materials LLC/ Gulfshore Drywall, Inc	\$7,422.44	\$122,873.99	R
Sarasota High School Buildings #13 & #14 Renovation, Phase 1 - Portable Staging	Gilbane Building Company	005	\$31,772,285.20	-\$989,187.41	\$30,783,097.79	This change order reflects a decrease of the contract for the DPO of CHW Piping, Fittings & Valves Material Supplied by Lehman, Doors, Frames, & Hardware Material supplied by IDS, and Plumbing Fixture material supplied by Ferguson.	\$56,133.25	\$933,054.16	R
Wellen Park High School	Willis A. Smith Construction, Inc.	006	\$168,466,470.01	-\$3,889,740.00	\$164,576,730.01	Material Only DPOs for Galvanized Steel material supplied by Epic Metals Corporation, HVAC material supplied by Commercial Air Management, Inc., Taco Pumps supplied by Diversified Fluid Controls, Inc., Air Distribution System material supplied by Tom Barrow Company, and Chillers material supplied by Trane.	\$0.00	\$3,889,740.00	R
			\$366,829,085.23	-\$5,441,158.20	\$361,387,927.03		\$88,240.65	\$5,352,917.55	

NOTE: The change orders (*identified above), for ratification, are the result of direct purchase of these items by the School Board to save sales tax. **A=Approval; R=Ratification

SARASOTA COUNTY SCHOOL BOARD
Construction Services
Change Order #018

PROJECT: **Bay Haven School of Basics Plus**
Building 1
2901 West Tamiami Trail
Sarasota, FL 34234

CHANGE ORDER NUMBER: 018

CHANGE ORDER DATE: 2/8/2024

TO: (Contractor):

McIntyre Elwell & Strammer GC, Inc.
1645 Barber Road
Sarasota, FL 34240

CONTRACT / PO NUMBER 22302133

CONTRACT FOR: DMP

MES-23-015

CONTRACT DATE: 12/13/2022

You are directed to make the following changes in this Contract:

DPR #015 Hydrologic Tampa / LT Plumbing, LLC	\$ (57,878.52)
Sales Tax Savings	\$ (3,522.71)
Total of Summary	\$ (61,401.23)


The original Guaranteed Maximum Price was	\$ 1,025,008.66
The net change by previously authorized Change Orders	\$ 13,274,074.59
The Guaranteed Maximum Price prior to the Change Order was	\$ 14,299,083.25
The Guaranteed Maximum Price will be DECREASED by this Change Order	\$ (61,401.23)
The new Guaranteed Maximum Price including this Change Order will be	\$ 14,237,682.02
The Contract time will be unchanged by Zero (0) days .	
The new date of Substantial Completion will be 8/15/2025 .	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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

Sweet Sparkman Architect

Architect (Firm Name)


Digitally signed by Jenna Albers
DN: C=US,
E=jalbers@sweetsparkman.com,
CN=Jenna Albers
Date: 2024.02.19 09:10:33-05'00'

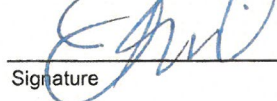
Jenna Albers

Printed Name & Title

Date: 2.19.24

**McIntyre Elwell & Strammer General
Contractors, Inc.**

Contractor (Firm Name)


Signature

Josh Tomlinson, VP

Printed Name & Title

Date: 2/8/2024

Sarasota County School Board

Owner


Signature

Ernest F. DuBose II

Project Manager (Printed Name)


Digitally signed
by Jane Dreger
Date: 2024.02.21
15:43:51 -05'00'

Jane Dreger

Director (Printed Name)

DIRECT PURCHASE ORDER

REQUEST FORM #015

Project Manager: Ernie DuBose

DATE: 2/8/2024

Project Name: BAY HAVEN SCHOOL

PROJECT # 22302133

Subcontractor:	LT Plumbing, LLC
	1504 18th Avenue Drive East
	Palmetto, FL 34221
Federal ID #	20-4500009
Contact:	Laura Brundrett
PH:	941-729-1111
Fax:	941-721-3222
Email:	laura.brundrett@ltplumbingllc.com

VENDOR	Hydrologic Tampa
	7902 Anderson Road
	Tampa, FL 33634
Federal ID #	88-3761983
Contact:	Scotty Freeman
PH:	813-751-3550
Fax:	813-884-7491
Email:	ScottyF@HydroDC.com

SHIP TO:

Bay Haven School of Basics Plus
2901 West Tamiami Circle
Sarasota, FL 34234

TERMS & CONDITIONS

ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAME SUBCONTRACTOR (*). THE ONLY EXCEPTION IS PAYMENT FROM (OWNER) UPON APPROVED INVOICE FROM THE ABOVE NAME SUBCONTRACTOR (*).

* SPECIAL INSTRUCTIONS: All responsibility and contact relative to this P.O. shall be with *(Subcontractor) as to delivery and quantity. Original Invoices shall be sent to the *(Subcontractor) and approved by them at their office, then forwarded to the Construction Manager, who will forward to the Owner for payment.

item #	Item Description	Quantity	Unit	Unit price	EXTENDED AMOUNT
	See attached Hydrologic Tampa Quotation #S3446634 dated 2/6/2024 for plumbing				\$ 57,878.52
REQUESTED PO AMOUNT					\$ 57,878.52
F.S.S.T. @ 6%					\$ 3,472.71
Sarasota County Surtax @ 1% on 1st \$5,000					\$ 50.00
TOTAL					\$ 61,401.23



HYDROLOGIC
A Winsupply Company

HYDROLOGIC TAMPA
7902 ANDERSON ROAD
TAMPA, FL 33634
Phone 813-751-3530
Fax 813-884-7491



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/06/2024	S3446634
HYDROLOGIC TAMPA 7902 ANDERSON ROAD TAMPA, FL 33634 Phone 813-751-3530 Fax 813-884-7491	
PAGE NO. 1 of 3	

QUOTE TO:

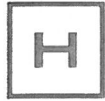
SHIP TO:

LT PLUMBING LLC
1504 18TH AVE DR E
PALMETTO, FL 34221

LT PLUMBING LLC
1504 18TH AVE DR E
PALMETTO, FL 34221

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
9419	BAY HAVEN BLDG 1 DPO COPY		SCOTTY FREEMAN	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
SCOTTY FREEMAN	OT OUR TRUCK	2% 10th Net 16th	02/07/2024	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	* EWC *			
5ea	ELKAY VRCTL8WSK VR BILEVEL BOTTLE FILLER COMBO CONSISTS OF: VRCTL8WSC + VRCWS *		2763.333/ea	13816.67
	P-1L&P-1R *			
3ea	AS 3461.001.020 MADERA ADA WHITE BOWL 16-1/2 HEIGHT W/EVERCLEAN		102.352/ea	307.06
3ea	SLOAN WES-111 3760000 DUAL ACTION FLUSH VLV		151.164/ea	453.49
3ea	BEMIS 1955SSCT-047 BLACK OF/LC SEAT *		23.660/ea	70.98
	P-1Y&P-1YL&P-1YR *			
21ea	SLOAN 2102449 ST-2449 WATER CLOSET		112.500/ea	2362.50
21ea	SLOAN WES-111 3760000 DUAL ACTION FLUSH VLV		163.497/ea	3433.44
21ea	BEMIS 1955SSCT-047 BLACK OF/LC SEAT *		23.660/ea	496.86
	P-2H *			
24ea	SLOAN SS-3103 20X18 WHT WALL HUNG LAV. 1 HOLE 3873103		61.170/ea	1468.08
24ea	T&S B-0712-F10 METERING FAUCET		124.364/ea	2984.74
24ea	T&S B-0199-08F-10 AER VR 13/16-27 *		10.416/ea	249.98
	P-3H *			

** Continued on Next Page **



HYDROLOGIC
A Winsupply Company



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
02/06/2024	S3446634	2 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3ea	SLOAN 10021001 WEUS-1002.1001 URNL * P-4H *	342.188/ea	1026.56
1ea	MOEN T9342GBM15 MDURA MOD POSI-3F SH HS GBSB 1.5GPM TRM	297.939/ea	297.94
1ea	MOEN 3360 3 FUNCTION TRANSFER VALVE	112.803/ea	112.80
1ea	MOEN 8372HD TUB/SHWR VLVE W/ STOPS (IPS) BRASS CARTRIDGE * P-5 *	92.235/ea	92.24
2ea	MUSTEE 63M WHITE 24X24X10 MOP BASIN	193.897/ea	387.79
2ea	T&S B-0665-BSTR SERVICE SINK FAUCET	88.000/ea	176.00
2ea	MUSTEE 65.600 MOP HANGER	51.391/ea	102.78
2ea	MUSTEE 65.700 HOSE & HOLDER	30.598/ea	61.20
2ea	MUSTEE 67.2424 MOP BASIN WALL GUARD 24X24 C	148.034/ea	296.07
2ea	MUSTEE 63.403 20-3/4 BUMPER GUARD * P-6 *	32.299/ea	64.60
2ea	ELKAY DLR191910PD3 SGL BWL SINK	616.076/ea	1232.15
2ea	CHICAGO 1100-317ABCP KTN SINK FCT * P-7 *	335.640/ea	671.28
18ea	ELKAY DRKR2522PD2LM SS SINK	536.625/ea	9659.25
18ea	ELKAY LKDVR208513LC V/R HOSP/BAR FCT	365.341/ea	6576.14
18ea	ELKAY LKVRBH1141A LEVER HANDLE - VR BUBBLER * P-8 *	331.250/ea	5962.50
1ea	ELKAY DLR221910PD3 SGL BOWL SINK W/PERFECT DRAIN	593.233/ea	593.23
1ea	CHICAGO 1100-317ABCP KTN SINK FCT * EWH-1 * 4.5KW/480V/3PH	335.640/ea	335.64

** Continued on Next Page **



HYDROLOGIC
A Winsupply Company



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
02/06/2024	S3446634	3 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	STATE PCE-40-2ORTA 40g TALL E 4.5KW 2@4500-CU 208V-1/3ph AL-1 A 150PSI 59 X 20-1/2 100132570 (100349658)	1997.417/ea	1997.42
1ea	OATEY 34172 22 ALUM HTR PAN CPVC ADPT (IPS 87005)	14.703/ea	14.70
1ea	A101 2.1G THERMAL EXP TANK HPTET2	23.522/ea	23.52
1ea	22398LF CASH ACME 3/4" VACUUM RELIEF VALVE VR-801 LEAD FREE VR20 60158	27.244/ea	27.24
1ea	86278 WATER HEATER STAND 21LX21WX18 240626 30-60 GAL * RP-1 *	36.462/ea	36.46
1ea	B&G 103260LF NBF-12 1/40HP CIRC L/FLG	357.184/ea	357.18
2ea	B&G 101511LF 3/4 SS FLANGE (EACH) STAINLESS STEEL	23.075/ea	46.15
1ea	B&G 113210 TC-1 AUTOMATIC TIMER KIT	104.310/ea	104.31
1ea	B&G 113224 3/4 AQUASTAT CONTROL STRAP-ON * ELV-1 *	42.356/ea	42.36
1ea	LIBERTY ELV280 1/2HP 120V ELEVATOR SYSTEM W/ ALARM 25' CORD	1937.209/ea	1937.21
All returns require authorization. Items returned are subject to restocking and return freight charges.		Subtotal	57878.52
		S&H Charges	0.00
		Amount Due	57878.52



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013869452C-7	08/31/2022	08/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SARASOTA COUNTY SCHOOL BOARD
1960 LANDINGS BLVD
SARASOTA FL 34231-3365

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SARASOTA COUNTY SCHOOL BOARD
Construction Services
Change Order #019

PROJECT: **Bay Haven School of Basics Plus Building 1**
2901 West Tamiami Trail
Sarasota, FL 34234

CHANGE ORDER NUMBER: 019

CHANGE ORDER DATE: 2/20/2024

TO: (Contractor):

McIntyre Elwell & Strammer GC, Inc.
1645 Barber Road
Sarasota, FL 34240

CONTRACT / PO NUMBER 22302133

CONTRACT FOR: DMP

MES-23-015

CONTRACT DATE: 12/13/2022

You are directed to make the following changes in this Contract:

DPR #016 Fortiline, Inc. / Graber's Excavating, Inc.	\$ (9,224.30)
Sales Tax Savings	\$ (603.46)
Total of Summary	\$ (9,827.76)

The original Guaranteed Maximum Price was	\$ 1,025,008.66
The net change by previously authorized Change Orders	\$ 13,212,673.36
The Guaranteed Maximum Price prior to the Change Order was	\$ 14,237,682.02
The Guaranteed Maximum Price will be DECREASED by this Change Order	\$ (9,827.76)
The new Guaranteed Maximum Price including this Change Order will be	\$ 14,227,854.26
The Contract time will be unchanged by Zero (0) days .	
The new date of Substantial Completion will be 8/15/2025 .	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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

Sweet Sparkman Architect

Architect (Firm Name)

Jenna Albers
Signature

Jenna Albers

Printed Name & Title

Date: 2.20.24

McIntyre Elwell & Strammer General Contractors, Inc.

Contractor (Firm Name)

Signature

Josh Tomlinson, VP

Printed Name & Title

Date: 2/19/2024

Sarasota County School Board

Owner

Signature

Ernest F. DuBose II

Project Manager (Printed Name)

Jane Dreger

Signature

Jane Dreger

Director (Printed Name)

Digitally signed
by Jane Dreger
Date: 2024.02.21
15:44:13 -05'00'

DIRECT PURCHASE ORDER

REQUEST FORM #016

Project Manager: Ernie DuBose

DATE: 2/15/2024

Project Name: BAY HAVEN SCHOOL

PROJECT # 22302133

Subcontractor:	Graber's Excavating, Inc.
	13407 N Branch Road
	Sarasota, FL 34240
Federal ID #	20-0384864
Contact:	Beverly Beaver
PH:	941-378-2133
Fax:	941-348-1047
Email:	<u>beverly@graberexcavating.com</u>

VENDOR	Fortiline, Inc.
	2074 47th Street
	Sarasota, FL 34234
Federal ID #	57-019190
Contact:	Don Dolby
PH:	941-343-8994
Fax:	
Email:	<u>info@fortiline.com</u>

SHIP TO:	
	Bay Haven School of Basics Plus
	2901 West Tamiami Circle
	Sarasota, FL 34234

TERMS & CONDITIONS
ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAME SUBCONTRACTOR (*). THE ONLY EXCEPTION IS PAYMENT FROM (OWNER) UPON APPROVED INVOICE FROM THE ABOVE NAME SUBCONTRACTOR (*).

*** SPECIAL INSTRUCTIONS:** All responsibility and contact relative to this P.O. shall be with ***(Subcontractor)** as to delivery and quantity. Original Invoices shall be sent to the ***(Subcontractor)** and approved by them at their office, then forwarded to the Construction Manager, who will forward to the Owner for payment.

item #	Item Description	Quantity	Unit	Unit price	EXTENDED AMOUNT
	See attached Fortiline Waterworks Quote #6346704 dated 6/1/2023 for Pipings & Fittings				\$ 9,224.30
REQUESTED PO AMOUNT					\$ 9,224.30
F.S.S.T. @ 6%					\$ 553.46
Sarasota County Surtax @ 1% on 1st \$5,000					\$ 50.00
TOTAL					\$ 9,827.76

QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate. materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
225333	FORTILINE SARASOTA	6346704	6/01/23	1

CUSTOMER	PROJECT INFORMATION
GRABER'S EXCAVATING INC 13407 N BRANCH RD SARASOTA, FL 34240	BAY HAVEN SCHOOL BLDG 1 IMPROVEMENT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****</p> <p>JOB NAME: BAY HAVEN SCHOOL BLD 1 IMPROVEMENTS</p> <p>ENGINEER: FISHER ENGINEERING UTILITY : CITY OF SARASOTA PLANS : BID DATE: 05.31.23</p> <p>SALESWOMAN: CLAIRE FRANKS CELL : 804.564.7966 EMAIL: CLAIRE.FRANKS@FORTILINE.COM</p> <p>PIPE MUST BE PLACED ON ORDER BY 06.31.23. AND SHIPPED BY 07.31.23. WE ARE QUOTING PER OUR INTERPRETATION OF PLANS & SPECS AND IS MEANT AS AN AID FOR BIDDING ONLY.</p> <p>RETURNS MUST BE IN RESALABLE CONDITION AND MAY BE SUBJECT TO RESTOCKING FEES OR MAY BE NON-RETURNABLE.</p> <p>SPECIAL ORDER OR FABRICATED ITEMS MAY BE NON-CANCELLABLE AND NON-RETURABLE.</p> <p>APPROVED SUBMITTALS MUST BE RETURNED TO FORTILINE BRANCH BEFORE ANY FABRICATED MATERIAL WILL BE ORDERED OR PUT INTO PRODUCTION.</p> <p>FORTILINE WATERWORKS TERMS & CONDITIONS APPLY TO ALL SALES.</p>		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225333	BAY HAVEN SCHOOL BLDG 1 IMPROVEMEN	6346704	6/01/23	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** FORCEMAIN *****					
540	180		2" PVC FORCEMAIN		
560	180	FT	2" SDR21 PVC PIPE GREEN	1.4800	266.40
570	500	FT	12AWG CC WIRE GREEN 500' ROLL	.2000	100.00
580	1	EA	3X1000 FORCE MAIN DET TAPE GRN	50.0000	50.00
Package Sub-total:				2.31	416.40
2" PVC FITTINGS					
620	3	EA	2" SCH80 PVC 45 HXH	14.0000	42.00
630	1	EA	2" SCH80 PVC CAP H CAP AT LIFT STATION	13.0000	13.00
Package Sub-total:					55.00
GRINDER LIFT STATION BY OTHERS					
FORCEMAIN SUBTOTAL					
Section Sub-total:					471.40
***** POTABLE WATER *****					
3" CUT IN TEE					
770	1	EA	3" MJ TEE C153	83.0000	83.00
780	2	EA	3" MJ LONG SLEEVE C153	53.0000	106.00
790	2	EA	3" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	31.0000	62.00
800	2	EA	3" STAR GRIP MJ REST DIP 3000 W/STARBOND COATING	26.0000	52.00
810	4	EA	3" MJ TRANS ACC LESS GLAND	14.0000	56.00
Package Sub-total:					359.00
3" PLUG FOR 2" WATER CONN.					
850	1	EA	3"X2" MJ TAPT PLUG C153	63.0000	63.00
860	1	EA	3" MJ TRANS ACC LESS GLAND	14.0000	14.00
Package Sub-total:					77.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225333	BAY HAVEN SCHOOL BLDG 1 IMPROVEMEN	6346704	6/01/23	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
880	200		2" PVC WATER		
900	200	FT	2"X100' CTS ENDOPURE 250PSI BLUE	1.9000	380.00
910	1	EA	2" CPLG PJCXPJC 74758-22 NO LEAD	115.0000	115.00
920	1	EA	2" ADPT MIPXPJC NO LEAD 74753-22	87.0000	87.00
930	3	EA	2" SS INSERT CTS 506141	3.0000	9.00
940	1	EA	3"X1000' WATER DETECTOR TAPE	50.0000	50.00
950	500	FT	12AWG CC WIRE BLUE 500' ROLL	.2000	100.00
Package Sub-total:				3.71	741.00
970	1		2" GATE VALVE ASSEMBLY		
990	1	EA	2" THD GV OL A2362-08-LNS E466 L/ACC 316SS STEM, HOLIDAY FREE	435.0000	435.00
1000	1	EA	461S SCREW VB DOMESTIC 18"X24"	107.0000	107.00
1010	1	EA	SNAKEPIT ROADWAY TRACER BOX BLUE	80.0000	80.00
1020	2	EA	2" ADPT MIPXPJC NO LEAD 74753-22	87.0000	174.00
1030	2	EA	2" SS INSERT CTS 506141	3.0000	6.00
1040	1	EA	3" BRASS VALVE MARKER 2" WATER	22.0000	22.00
Package Sub-total:				824.00	824.00
2" CAP FOR FUTURE CONNECTION					
1080	1	EA	2" ADPT MIPXPJC NO LEAD 74753-22	87.0000	87.00
1090	1	EA	2" SCH40 PVC CAP FIPT	2.5000	2.50
1100	1	EA	2" SS INSERT CTS 506141	3.0000	3.00
Package Sub-total:					92.50
POTABLE WATER SUBTOTAL					
Section Sub-total:					2,093.50
***** FIRE LINE *****					
6" CUT IN TEE					
1210	1	EA	6" MJ TEE C153	158.0000	158.00
1220	2	EA	6" MJ LONG SLEEVE C153	100.0000	200.00
1230	2	EA	6" STAR GRIP MJ REST DIP 3000 W/STARBOND COATING	34.0000	68.00
1240	3	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	43.0000	129.00
1250	5	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	100.00
Package Sub-total:					655.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225333	BAY HAVEN SCHOOL BLDG 1 IMPROVEMEN	6346704	6/01/23	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1270	140		6" PVC FIRE		
1290	140	FT	6" C900 DR14 PIPE BLUE	16.0600	2,248.40
1300	500	FT	12AWG CC WIRE BLUE 500' ROLL	.2000	100.00
1310	1	EA	3"X1000' FIRELINE DET TAPE	50.0000	50.00
1320	7	EA	6" SPLIT BELL REST 1100C	60.0000	420.00
			Package Sub-total:	20.13	2,818.40
			6" MJ FITTINGS		
1360	3	EA	6" MJ 45 C153	91.0000	273.00
1370	6	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	43.0000	258.00
1380	6	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	120.00
			Package Sub-total:		651.00
1400	1		6" GATE VALVE ASSEMBLY		
1420	1	EA	6" MJ GV O/L A2361-23-LNS E466 L/ACC 316SS STEM, HOLIDAY FREE	900.0000	900.00
1430	1	EA	461S SCREW VB DOMESTIC 18"X24"	107.0000	107.00
1440	1	EA	SNAKEPIT ROADWAY TRACER BOX BLUE	80.0000	80.00
1450	2	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	43.0000	86.00
1460	2	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	40.00
1470	1	EA	3" BRASS VALVE MARKER 6" WATER	22.0000	22.00
			Package Sub-total:	1,235.00	1,235.00
			IN-BUILDING RISER		
1510	1	EA	6" SS IN-BUILD RISER GRVXCIPS	1,300.0000	1,300.00
			Package Sub-total:		1,300.00
			FIRE LINE SUBTOTAL		
			Section Sub-total:		6,659.40
			Subtotal:		9,224.30
			Tax:		603.44
			Bid Total:		9,827.74

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By CMF 6/01/23 9:27:12



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013869452C-7	08/31/2022	08/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SARASOTA COUNTY SCHOOL BOARD
1960 LANDINGS BLVD
SARASOTA FL 34231-3365

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SARASOTA COUNTY SCHOOL BOARD
Construction Services
Change Order #020

PROJECT: **Bay Haven School of Basics Plus**
Building 1
2901 West Tamiami Trail
Sarasota, FL 34234

CHANGE ORDER NUMBER: 020

CHANGE ORDER DATE: 2/20/2024

TO: (Contractor):

McIntyre Elwell & Strammer GC, Inc.
1645 Barber Road
Sarasota, FL 34240

CONTRACT / PO NUMBER 22302133

CONTRACT FOR: DMP

MES-23-015

CONTRACT DATE: 12/13/2022

You are directed to make the following changes in this Contract:

DPR #017 Southeastern Pump / Graber's Excavating, Inc.	\$ (5,392.00)
Sales Tax Savings	\$ (373.52)
Total of Summary	\$ (5,765.52)

The original Guaranteed Maximum Price was	\$ 1,025,008.66
The net change by previously authorized Change Orders	\$ 13,202,845.60
The Guaranteed Maximum Price prior to the Change Order was	\$ 14,227,854.26
The Guaranteed Maximum Price will be DECREASED by this Change Order	\$ (5,765.52)
The new Guaranteed Maximum Price including this Change Order will be	\$ 14,222,088.74
The Contract time will be unchanged by Zero (0) days .	
The new date of Substantial Completion will be 8/15/2025 .	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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

Sweet Sparkman Architect

Architect (Firm Name)

Jenna Albers
Signature

Jenna Albers

Printed Name & Title

Date: 2.20.24

McIntyre Elwell & Strammer General Contractors, Inc.

Contractor (Firm Name)

Signature

Josh Tomlinson, VP

Printed Name & Title

Date: 2/19/2024

Sarasota County School Board

Owner

Signature

Ernest F. DuBose II

Project Manager (Printed Name)

Jane Dreger
Signature

Jane Dreger

Director (Printed Name)

Digitally signed
by Jane Dreger
Date: 2024.02.21
15:44:44 -05'00'

DIRECT PURCHASE ORDER

REQUEST FORM #017

Project Manager: Ernie DuBose

DATE: 2/15/2024

Project Name: BAY HAVEN SCHOOL

PROJECT # 22302133

Subcontractor:	Graber's Excavating, Inc.
	13407 N Branch Road
	Sarasota, FL 34240
Federal ID #	20-0384864
Contact:	Beverly Beaver
PH:	941-378-2133
Fax:	941-348-1047
Email:	<u>beverly@graberexcavating.com</u>

VENDOR	Southeastern Pump
	3502-A Riga Blvd
	Tampa, FL 33019
Federal ID #	
Contact:	Sam Baker
PH:	954-781-8400
Fax:	813-514-0396
Email:	<u>sbaker@sepump.com</u>

SHIP TO:	
	Bay Haven School of Basics Plus
	2901 West Tamiami Circle
	Sarasota, FL 34234

TERMS & CONDITIONS
ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAME SUBCONTRACTOR (*). THE ONLY EXCEPTION IS PAYMENT FROM (OWNER) UPON APPROVED INVOICE FROM THE ABOVE NAME SUBCONTRACTOR (*).

*** SPECIAL INSTRUCTIONS:** All responsibility and contact relative to this P.O. shall be with ***(Subcontractor)** as to delivery and quantify. Original Invoices shall be sent to the ***(Subcontractor)** and approved by them at their office, then forwarded to the Construction Manager, who will forward to the Owner for payment.

Item #	Item Description	Quantity	Unit	Unit price	EXTENDED AMOUNT
	See attached Southeastern Pump proposal dated 5/25/2023 for the Simplex Grinder Pump Lift Station.				\$ 5,392.00
REQUESTED PO AMOUNT					\$ 5,392.00
F.S.S.T. @ 6%					\$ 323.52
Sarasota County Surtax @ 1% on 1st \$5,000					\$ 50.00
TOTAL					\$ 5,765.52



Graber Excavating
Fruitville Road
Sarasota FL

May 25, 2023

ME&S CG
Bay Haven #1024

Attention: David
Subject: Bay Haven

In reference to the submersible grinder pumps, controls, and related components for the lift station for the above project, we are pleased to offer the following:

Simplex Grinder Pump Lift Station – Pre-Assembled Fiberglass Lift Station

- 1ea. Submersible Grinder pump, 7008, 1 1/4" discharge, 1 HP, 230V/1/60, 3450 RPM, with 35 ft. cords for 20 GPM @ 27 TDH
- 1ea. 5 ft. Stainless Steel Pump Lifting Chain
- 1ea. Pre-Assembled 3 ft. x 5 ft. Fiberglass Wet Well Including:
 - One (1) Anti-Floatation Collar
 - One (1) Inlet Pipe Grommet, 7 inch
 - One (1) Solid Fiberglass Cover, 300 PSF Rated
 - One (1) Stainless Steel Hanging Rack
 - One (1) Lot Internal Piping PVC
- 1ea. Level Controls (Floats)
- 1ea. Control Panel, 230/1/60, Fiberglass Enclosure, with high water alarm (light, horn, silencer)
- 2ea. Meter box with valves
- 1ea. Includes submittals and start up.

Price: \$5392.00

Allow 4-6 weeks delivery after approval. Price does **not** include sales tax.

Prices are valid for 30 days from this date.

F.O.B.: Factory, freight **allowed** to jobsite.

Please contact us with any questions, or if we may receive your valued order.

Sincerely

Approved and accepted for Purchase
(Subject to engineer's Approval)

Sam Baker



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013869452C-7	08/31/2022	08/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SARASOTA COUNTY SCHOOL BOARD
1960 LANDINGS BLVD
SARASOTA FL 34231-3365

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SARASOTA COUNTY SCHOOL BOARD
Construction Services
Change Order #021

PROJECT: **Bay Haven School of Basics Plus**
Building 1
2901 West Tamiami Trail
Sarasota, FL 34234

CHANGE ORDER NUMBER: 21

CHANGE ORDER DATE: 2/22/2024

TO: (Contractor):

McIntyre Elwell & Strammer GC, Inc.
1645 Barber Road
Sarasota, FL 34240

CONTRACT / PO NUMBER 22302133

CONTRACT FOR: DMP

MES-23-015

CONTRACT DATE: 12/13/2022

You are directed to make the following changes in this Contract:

DPR #018 L&W Supply / Commercial Plastering	\$ (56,900.00)
Sales Tax Savings	\$ (3,464.00)
Total of Summary	\$ (60,364.00)

The original Guaranteed Maximum Price was	\$ 1,025,008.66
The net change by previously authorized Change Orders	\$ 13,197,080.08
The Guaranteed Maximum Price prior to the Change Order was	\$ 14,222,088.74
The Guaranteed Maximum Price will be DECREASED by this Change Order	\$ (60,364.00)
The new Guaranteed Maximum Price including this Change Order will be	\$ 14,161,724.74
The Contract time will be unchanged by Zero (0) days .	
The new date of Substantial Completion will be 8/15/2025 .	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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

Sweet Sparkman Architect

Architect (Firm Name)

Jenna Albers
Signature

Jenna Albers

Printed Name & Title

Date: 2.23.24

McIntyre Elwell & Strammer General Contractors, Inc.

Contractor (Firm Name)

Signature

Josh Tomlinson, VP

Printed Name & Title

Date: 2/22/2024

Sarasota County School Board

Owner

Ernie DuBose II
Signature

Ernest F. DuBose II

Project Manager (Printed Name)

Jane Dreger
Signature
Digitally signed by Jane Dreger
Date: 2024.02.26 07:56:47 -05'00'

Jane Dreger

Director (Printed Name)

DIRECT PURCHASE ORDER

REQUEST FORM #018

Project Manager: Ernie DuBose

DATE: 2/22/2023

Project Name: BAY HAVEN SCHOOL

PROJECT # 22302133

Subcontractor:	Commerical Plastering USA, LLC
	212 7th Street East
	Bradenton, FL 34208
Federal ID #	
Contact:	Brenda Carr
PH:	941-748-0772
Fax:	941-748-4322
Email:	Brenda@commercialplastering.com

VENDOR	L&W Supply
	2510 Manatee Ave E
	Bradenton, FL 34208
Federal ID #	36-2718986
Contact:	Lorraine Miller
PH:	941-714-0933
Fax:	941-714-0973
Email:	lemiller@lwsupply.com

SHIP TO:	Bay Haven School of Basics Plus
	2901 West Tamiami Circle
	Sarasota, FL 34234

TERMS & CONDITIONS
ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAME SUBCONTRACTOR (*). THE ONLY EXCEPTION IS PAYMENT FROM (OWNER) UPON APPROVED INVOICE FROM THE ABOVE NAME SUBCONTRACTOR (*).

*** SPECIAL INSTRUCTIONS:** All responsibility and contact relative to this P.O. shall be with *(Subcontractor) as to delivery and quantity. Original Invoices shall be sent to the *(Subcontractor) and approved by them at their office, then forwarded to the Construction Manager, who will forward to the Owner for payment.

Item #	Item Description	Quantity	Unit	Unit price	EXTENDED AMOUNT
	See attached proposal from L&W Supply dated 2/15/2024 for the stucco materail as listed.				\$ 56,900.00
REQUESTED PO AMOUNT					\$ 56,900.00
F.S.S.T. @ 6%					\$ 3,414.00
Sarasota County Surtax @ 1% on 1st \$5,000					\$ 50.00
TOTAL					\$ 60,364.00

212 7th St E
Bradenton, FL 34208

Telephone: (941) 748-0772
Facsimile: (941) 748-4322

COMMERCIAL PLASTERING USA, LLC

SELLER'S ADDRESS: L&W Supply 2510 Manatee Ave E Bradenton, FL 34208 PHONE: 941-714-0933 CONTACT: Lorraine	Date: 2/15/2024
	Ship Via: Ground
	Job Name & Number:
	Jobsite Info: Bay Haven School 2901 W. Tamiami Circle Sarasota, FL 34234

IMPORTANT NOTE: It is IMPERATIVE in the interest of prompt payment that *all original invoices be sent direct to Commercial Plastering USA, LLC for approval. Commercial Plastering will approve and forward to contractor for payment processing.*

ITEM #	QUANTITY	DESCRIPTION	AMOUNT
		Masterseal 581, Master Emaco A660, 3.4 SF Lath, PVC Trims, Broco Stucco, Sand, CB1000 Link, Red Tape, Visqueen	\$ 56,900.00
		Sales tax at 7% on first \$5,000.00	\$350.00
		Sales tax at 6% on balance	\$3,114.00
		Total tax savings (not included)	\$3,464.00
		Subtotal	\$ 56,900.00
		Sales Tax	N/A
		TOTAL	\$ 56,900.00



L&W
SUPPLY

DIFFERENCE DELIVERED

2510 E Manatee Ave

Bradenton, Fl. 34208

Commercial Plastering USA, LLC

Ship to:

Bay Haven School

2901 W Tamaimi Cir

Sarasota, Fl. 34234

Item Description

Masterseal 581, Master Emaco 660A, Florida Super Stucco
932 Link, Lath, PVC trims, Pony rolls

Total \$56,900.00

L&W Supply – Bradenton

Lorraine Miller

941-714-0933

Lorraine.Miller@lwsupply.com

**Sarasota County School Board
Construction Services
Change Order**

PROJECT:
K-8 School @Clark & Lorraine
9501 Lorraine Road
Sarasota, FL 34241

CHANGE ORDER: 27

CHANGE ORDER DATE: 1/25/2024

CONTRACT / PO NUMBER: 22302738

TO (Contractor):
P.J. Hayes Inc dba Tandem Construction
5391 Lakewood Ranch Blvd. N.,
Suite 200
Sarasota, FL 34240

CHANGE ORDER TYPE: DMP Sanitary Sewer Structures

CONTRACT DATE: February 7, 2023

You are directed to make the following changes in this Contract:	
DMP Walkway Coverings & Canopy Material	(\$277,854.58)
DMP Coverings & Canopy Tax Savings	(\$16,721.27)
Total of Summary:	
(\$294,575.85)	

The original Guaranteed Maximum Price was	\$ 25,474,509.53
The net change by previously authorized Change Orders	\$ 52,226,530.59
The Guaranteed Maximum Price prior to the Change Order was	\$ 77,701,040.12
The Guaranteed Maximum Price will be (<i>decreased</i>) by this Change Order in the amount of	\$ (294,575.85)
The new Guaranteed Maximum Price including this Change Order will be	\$ 77,406,464.27

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 05/01/2025.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

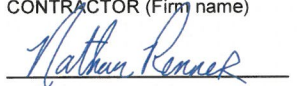
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Harvard Jolly Inc.
ARCHITECT (Firm name)^{KT}

SIGNATURE

Emmet Van Aken - HJA
PRINTED NAME & TITLE

February 22, 2024
DATE

Tandem Construction
CONTRACTOR (Firm name)

SIGNATURE

Nathan Renner, Sr Project Manager
PRINTED NAME & TITLE

February 7, 2024
DATE

Sarasota County School Board
OWNER
Stephen Clark
SIGNATURE
Digitally signed by Stephen Clark
Date: 2024.02.26 11:19:59 -05'00'

Steve Clark, Project Manager
PRINTED NAME & TITLE

Jane Dreger
SIGNATURE
Digitally signed by Jane Dreger
Date: 2024.02.26 14:05:55 -05'00'
Jane Dreger
DIRECTOR (Printed Name)



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

Change Request

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

Number: 27
Date: 1/25/2024
Job: 23-004 K-8 School @ Clark & Lorraine

Description: DMP - Peachtree Protective Covers, Inc

We are pleased to offer the following specifications and pricing to make the following changes:

Credit for Owner's Direct Purchase of Walkway Coverings and Canopy per the attached Peachtree Protective Covers, Inc quote #8291 dated 1/19/2024.

The total direct cost to perform this work is	\$(294,575.85)
(Please refer to attached sheet for details.)	
Move Contractor's Fee	\$(11,783.03)
Contractor's Fee on DMP	\$11,783.03
Total:	\$(294,575.85)

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

Submitted by: Nathan Renner
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 27 Price Breakdown Continuation Sheet

Description: DMP - Peachtree Protective Covers, Inc

Description	Subjob	Cost Code	Price
Walkway Covering/Canopy Material		10-7326	\$(277,854.58)
Walkway Covering/Canopy Tax Savings		10-7326	\$(16,721.27)

Subtotal: \$(294,575.85)

**DIRECT PURCHASE ORDER
REQUEST FORM**

School Board of Sarasota County

Date: 1/24/2024

Project Name: K8 School at Clark & Lorriane

VENDOR:	Peachtree Protective Covers, Inc.
	3255 S. Sweetwater Rd.
	Lithia Springs, GA 30122
Attention #1:	Diana Curlee
Email:	dcurlee@peachtreecovers.com
Attention #2:	Zack Norman
Email:	Znorman@peachtreecovers.com
Telephone:	770-439-2120
Fax:	770-439-2122

SHIP TO:	K8 School at Clark & Lorraine
	9501 Lorraine Road
	Sarasota, FL 34241
	Attn: Peachtree Protective Covers, Inc.

General Contractor Contact List

Nathan Renner - Nathan.Renner@Tandemconstruction.com
Cody Carson - Cody.Carson@Tandemconstruction.com
Renee Galto - Renee.Galto@Tandemconstruction.com
Ruth Richardson - Ruth.Richardson@Tandemconstruction.com

Date	Delivery Date	Ship via	F.O.B.	Terms	Purchase Order No.
1/24/2024	Per Superintendent	Your Truck	Job Site	Net 30	
SPECIAL INSTRUCTIONS: All responsibility & contact relative to the P.O. shall be with Peachtree Protective Covers, 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
	SEE ATTACHED MATERIAL QUOTE #8291 FOR WALKWAY COVER AND CANOPY MATERIAL <u>All invoices as follows:</u> School Board of Sarasota County c/o Peachtree Protective Covers 3255 South Sweetwater Rd., Lithia Springs, GA 30122 770-439-2120 Diana.Curlee@peachtreecovers.com				\$277,854.58
TOTAL					\$277,854.58

Tax Savings \$16,721.27

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



MATERIAL QUOTE #8291

Bill To: **SCHOOL BOARD OF SARASOTA COUNTY**
1960 Landings Boulevard
Sarasota, FL 34231

Ship to: **K-8 SCHOOL AT CLARK AND LORRAINE**
9501 Lorraine Road
Sarasota, FL 34241


PPC Job #8291

We propose to furnish all aluminum walkway cover and canopy extrusions per specification sections 10 73 26 and 10 73 12 and our subcontract 23004.107326 with Tandem Construction using the extrusions listed below:

*** NO TAX INCLUDED***

Die #	Qty L.F.	Die Description	Finish	Price Per L.F.	Extended Price
880	497	PIPE 2" SCH 40	Clear Anodized	4.24	2,107.28
829	1,379	CHANNEL 6x2 SQCR 0.100 WALL	Clear Anodized	4.8	6,619.20
550	115	ANGLE 3x3x0.250 STRUCTURAL	Clear Anodized	5.67	652.05
408	754	FASCIA 8x4 GUTTER	Clear Anodized	10.46	7,886.84
404	75	FASCIA 8"	Clear Anodized	6.06	454.50
313	15,708	DECK TOP 4.5" LT	Clear Anodized	4.11	64,559.88
310	17,799	DECK BOTTOM 6" LT/LT	Clear Anodized	4.72	84,011.28
309	1,416	DECK TOP 6" LT	Clear Anodized	6.04	8,552.64
306	2,086	DECK TOP 4.5" HVY	Clear Anodized	4.64	9,679.04
305	3,858	DECK TOP 3" LT	Clear Anodized	3.03	11,689.74
302	2,086	DECK BOTTOM 6" HVY	Clear Anodized	5.32	11,097.52
230	282	TUBE 1.5x1.5 SQCR 0.125 WALL	Clear Anodized	2.86	806.52
219	96	COLUMN 8x6 HVY	Clear Anodized	23.43	2,249.28
209	3,237	COLUMN 6x6 LT	Clear Anodized	11.97	38,746.89
165	100	BEAM 12x6 LT	Clear Anodized	31.83	3,183.00
114	25	BEAM 8x6 HVY	Clear Anodized	25.24	631.00
113	350	BEAM 8x6 LT	Clear Anodized	22.32	7,812.00
111	1,052	BEAM 6x6 LT	Clear Anodized	14.76	15,527.52
107	55	BEAM 10x6 HVY	Clear Anodized	28.88	1,588.40
				Total	\$277,854.58

Authorized By:


Diana L Curlee, Controller

01/19/2024

Sarasota County School Board

Construction Services

Change Order

PROJECT: Sarasota High School Buildings #13 & #14 Renovation Phase 1 - Portable and Staging 2155 Bahia Vista Street Sarasota, FL 34239	CHANGE ORDER NUMBER: 004 CHANGE ORDER DATE: 2/6/2024 CONTRACT / PO NUMBER 22401755 CONTRACT FOR: DMP CONTRACT DATE: 10/17/2023
TO (Contractor): Gilbane Building Company 1950 Ringling Boulevard, Suite 301 Sarasota, FL 34236	

You are directed to make the following changes in this Contract:	
Gilbane Building Company shall modify the Guaranteed Maximum Price (GMP) value as set forth in this Change Order to include adjustment for Material with Owner issued Direct Purchase for purposes of state and local tax savings as included in "Exhibit A" of this Change Order. This Direct Purchase Order includes material for the following Purchase Order Request #7 for the following vendor: Foundation Building Materials LLC / Gulfshore Drywall, Inc. Any unused potential savings by Owner-issued Purchase Orders shall be reconciled via Change Order prior to project closeout and added back into the Construction Managers GMP.	<div style="display: flex; justify-content: flex-end;"> <div style="text-align: right; margin-right: 10px;">Material Sales Tax</div> <div style="color: red;">(\$122,873.99) (\$7,422.44)</div> </div> <div style="border-top: 1px solid black; padding-top: 5px;"> Total of Summary: \$ (130,296.43) </div>

The original Guaranteed Maximum Price was	\$ 2,143,577.00
The net change by previously authorized Change Orders	\$ 29,759,004.63
The Guaranteed Maximum Price prior to this Change Order was	\$ 31,902,581.63
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ (130,296.43)
The new Guaranteed Maximum Price including this Change Order will be	\$ 31,772,285.20
The Contract Time will be unchanged by 0 Days	
The new date of Substantial Completion will be January 21, 2026	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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


SCHENKEL SHULTZ
ARCHITECT (Firm Name)


SIGNATURE

Aaron Jacobson - Principal
PRINTED NAME & TITLE

02.23.2024
DATE

GILBANE BUILDING COMPANY
CONTRACTOR (Firm Name)


SIGNATURE

James Caldwell - Business Leader
PRINTED NAME & TITLE

02/07/2024
DATE

SARASOTA COUNTY SCHOOL BOARD
OWNER

Kevin Snyder Digitally signed by Kevin Snyder
Date: 2024.02.26 07:07:44 -05'00'
SIGNATURE

Kevin Snyder
PROJECT MANAGER (PRINTED)

Jane Dreger Digitally signed by Jane Dreger
Date: 2024.02.26 10:43:36 -05'00'
SIGNATURE
Jane Dreger
DIRECTOR (Printed Name)

EXHIBIT A

Direct Material Purchase Log
Sarasota High School

2/23/2024



J09269.100 - Sarasota High School Bldg 13 & 14 Reno

Hidden columns can be used as a worksheet in the event that Export/Printing is disabled																
ODP Package Request #	Date of Request	PO Number	Date PO Issued	TRADE CONTRACTOR	VENDOR	Material Description	Material Quote without sales tax	Non-Taxable Shipping Charges (Value only)	Taxable Value	TOTAL PO REQUEST	Potential Sales Tax	ODP Total (includes Tax)	PO Amount	Materials Invoiced to Date	Estimated Tax Savings Accrued To Date	Material & Tax Savings Accrued To Date
100	-	-				Phase 1 - Flooring	\$9,433.91		\$9,433.91	\$9,433.91		\$9,433.91	\$9,433.91			
101	-	-				Phase 2 - Flooring	\$1,590,000.00		\$1,590,000.00	\$1,590,000.00		\$1,590,000.00	\$1,590,000.00			
001	01/05/24	001	22402626	BAI	CAM	Louvers & Dampers	\$34,000.00		\$34,000.00	\$34,000.00	\$2,090.00	\$36,090.00	\$34,000.00			
002	01/05/24	002	22402627	BAI	Diversified	Hydronic Pumps	\$24,800.00		\$24,800.00	\$24,800.00	\$1,536.00	\$26,336.00	\$24,800.00			
003	01/05/24	003	22402628	BAI	Tom Barrow	Air Distribution & Fans	\$120,505.00		\$120,505.00	\$120,505.00	\$7,295.30	\$127,800.30	\$120,505.00	\$15,820.00	\$999.20	\$16,819.20
004	01/05/24	004	22402625	BAI	Trane	s, VAV's, VFD's, Mini-Splits, Heat Exchanger,	\$1,980,152.00		\$1,980,152.00	\$1,980,152.00	\$118,859.12	\$2,099,011.12	\$1,980,152.00			
005	01/12/24	005	22402620	All Phase	Graybar	Electrical Fixtures	\$408,300.00		\$408,300.00	\$408,300.00	\$24,548.00	\$432,848.00	\$408,300.00			
006	01/12/24	006	22402624	All Phase	Rexel	Electrical Gear	\$190,884.00		\$190,884.00	\$190,884.00	\$11,503.04	\$202,387.04	\$190,884.00			
007	02/06/24	007		Gulfshore	oundation Building Materials	Drywall, Framing, Insulation	\$122,873.99		\$122,873.99	\$122,873.99	\$7,422.44	\$130,296.43	\$122,873.99			
							\$4,480,948.90		\$4,480,948.90	\$4,480,948.90	\$173,240.90	\$4,654,189.80	\$4,480,948.90	\$115,820.00	\$199.20	

Direct Material Purchase #007

**Foundation
Building
Materials LLC**

SARASOTA COUNTY SCHOOL DISTRICT OWNER DIRECT PURCHASE (ODP) PROGRAM
PURCHASE ORDER REQUEST FORM

SUPPLIER NAME & ADDRESS: Foundation Building Materials - 1688 Global Crt, Sarasota, FL 34240	DATE: 2/1/2024
	PROJECT NAME & NUMBER: SCS Project ID: #3058 Sarasota High School Building 13 & 14 Renovation
PLEASE SHIP THE FOLLOWING TO: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239	JOB SITE MAILING ADDRESS: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239
Vendor Contact Info Allison Barker Credit Manger / DOP Specialist, allison.barker@fbmsales.com. Mathew Bryan Sales Manager, mathew.bryan@fbmsales.com	Subcontractor Information

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		Reference Attached Quote		\$ 122,873.99
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sales Tax				N/A
Subtotal				\$122,873.99
Non Taxable Amount				\$0.00
PURCHASE ORDER TOTAL				\$122,873.99

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:	\$7,422.44
PURCHASE ORDER TOTAL PLUS TAX (Change Order)	\$130,296.43

APPROVED BY:	Construction Manager/Contractor Signature
--------------	---



Branch 55
1688 GLOBAL CT
SARASOTA, FL 34240-7867
Ph: (941) 926-4494

INVOICE - QUOTE ORDER

Invoice Number	Invoice Date	Due Date
10000027-00		
Customer PO		Placed By
		CHRIS
Terms		Page #
1% 10TH		1 of 2

Bill To : 100172

GULFSHORE DRYWALL INC
PO BOX 3678
SARASOTA FL 34230-3678

PLEASE REMIT ALL PAYMENTS TO

→ FOUNDATION BUILDING MATERIALS ←
PO BOX 744398
ATLANTA, GA 30374-4398

Ship To : MISC

GULFSHORE DRYWALL INC
PO BOX 3678
SARASOTA, FL 34230-3678
(941) 923-6630

Order Date	Order Taken By	Sales Rep	Ship Via	Ship Date	Job Number / Name
02/01/2024	Bryan, Mathew	Bryan, Mathew	Our Truck		SARASOTA HIGH SCHOOL
Shipping Instructions			Reference		

Qty Ordered	Qty Shipped	Sell Unit	Product and Description	Price Unit Qty	Unit Price	Price UOM	Net Amount Due
400.00	0.00	PC	T162T125-19-10 20GA EQ 1 5/8" DW TRACK 1-1/4" LEG 10FT		465.00	MLF	1,860.00
400.00	0.00	PC	S250S125-19-10 20GA EQ 2 1/2" DW STUD 10FT		570.00	MLF	2,280.00
60.00	0.00	PC	T250T125-19-10 20GA EQ 2 1/2" DW TRACK 1-1/4" LEG 10FT		565.00	MLF	339.00
3,500.00	0.00	PC	S362S125-19-10 20GA EQ 3 5/8" DW STUD 10FT		675.00	MLF	23,625.00
450.00	0.00	PC	T362T125-19-10 20GA EQ 3 5/8" DW TRACK 1-1/4" LEG 10FT		670.00	MLF	3,015.00
10.00	0.00	PC	TS362T250-30-10 20GA 3 5/8 SLOTTED 2-1/2 LEG TRACK 10FT		1,850.00	MLF	185.00
250.00	0.00	PC	S600S125-19-10 20GA EQ 6" DW STUD 10FT		910.00	MLF	2,275.00
20.00	0.00	PC	T600T125-19-10 20GA EQ 6" DW TRACK 1-1/4" LEG 10FT		905.00	MLF	181.00
10.00	0.00	PC	TS600T250-30-10 20GA 6" SLOTTED 2-1/2" LEG TRACK 10FT		2,400.00	MLF	240.00
50.00	0.00	PC	S800S162-33-10 20GA 33M 8" STUD 1 5/8" 10FT		2,185.00	MLF	1,092.50
5.00	0.00	PC	T800T125-33-10 20GA 33M 8" STR TRACK 1-1/4 G60 10FT		1,960.00	MLF	98.00
4.00	0.00	PC	TS800T250-33-10 20GA 8" SLOTTED 2-1/2" LEG TRACK 10FT		3,065.00	MLF	122.60
250.00	0.00	PC	A150X150-30-10 20GA 1 1/2 X 1 1/2 ANGLE 10FT		595.00	MLF	1,487.50
1,350.00	0.00	PC	DFC087-18-10 25GA 7/8" DW FURRING 10FT		525.00	MLF	7,087.50
156.00	0.00	SHT	FMP3.0-APF-48-JM 3" 4X8 JM AP FOIL FOAM BOARD (16/SK) 90014717		2,650.00	MSF	13,228.80
22.00	0.00	CTN	CGAHD8906 ARM DW HD FURR 12' MAIN 1-1/2" (12/CT) UNPAINTED		1,060.00	MLF	3,358.08
42.00	0.00	CTN	CGAXL8945P ARM DRYWALL I.D. 4' CR TEE (36/CTN) UNPAINTED		1,060.00	MLF	6,410.88
8.00	0.00	BDL	HWPT12-06 6' HANGER WIRE 12GA PRE TIED W/PIN & CLIP		90.00	BDL	720.00
400.00	0.00	SHT	D58MMAR12-CT 5/8" 4X12' M2TECH ABUSE RESISTANT - CERTAINTED		980.00	MSF	18,816.00
40.00	0.00	SHT	D58MM12-N 5/8" 4X12' XP MOLD RES NATIONAL GYPSUM		630.00	MSF	1,209.60
680.00	0.00	SHT	D58F12-N 5/8" 4X12' FC TYPE X NATIONAL GYPSUM		480.00	MSF	15,667.20



Foundation Building Materials

Branch 55
1688 GLOBAL CT
SARASOTA, FL 34240-7867
Ph: (941) 926-4494

INVOICE - QUOTE ORDER

Invoice Number	Invoice Date	Due Date
10000027-00	02/01/2024	
Customer PO		Placed By
		CHRIS
Terms		Page #
1% 10TH		2 of 2

Qty Ordered	Qty Shipped	Sell Unit	Product and Description	Price Unit Qty	Unit Price	Price UOM	Net Amount Due
200.00	0.00	PAIL	APN5 NGC PROFORM ALL PURPOSE 61.7LB PAIL JT0070 BLACK (BLACK)		21.50	PAIL	4,300.00
150.00	0.00	RL	DWT250U USG S/R DW JOINT TAPE 250' (20/CTN)(36/PLT)		3.75	RL	562.50
500.00	0.00	PC	DWB10-50-CTN 10' DW CORNER BEAD 1-1/4" (50/CTN) (500')		2.50	MLF	12.50
250.00	0.00	SHT	DCB5808-N 5/8" 4X8' CEMENT BOARD NATIONAL GYP PERMABASE		1,275.00	MSF	10,200.00
10.00	0.00	BAG	R11U-1696-JM R11U 16X96 UNFACED AU397 (170.66) 5/UNIT		410.00	MSF	699.71
30.00	0.00	BAG	R19U-1696-JM R19U 16X96 UNFACED AU395 (96) 4/UNIT		620.00	MSF	1,785.60
7.00	0.00	BAG	R30U-2448-JM R30U 24X48 UNFACED U1344 (88) 4/UNIT		970.00	MSF	597.52
90.00	0.00	EA	FR2610 2 X 6 X 10' FIRE TREATED NON COM LUMBER		15.75	EA	1,417.50
Subtotal							122,873.99
Taxes							0.00
Total							122,873.99

Please reference the Invoice number with your payment

If Payment is received by you may deduct 1228.74 if paid by ACH/EFT or Check

A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts. All past due credit card payments are subject to a surcharge of 2% of the total amount charged. ALL claims and returned goods MUST be accompanied with the appropriate paperwork. Job access is the contractor's responsibility including ingress and egress. Subject to FBM Terms and Conditions <http://www.fbmsales.com/FBM-CREDIT>

California Customers: Title passes F.O.B. warehouse on pickups. Title passes F.O.B. curbside before stocking and spreading when delivered.

Manage your
orders and
account at
MyFBM.com

Thank you for your Business

**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.▶ Go to www.irs.gov/FormW9 for instructions and the latest information.Print or type
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Foundation Building Materials LLC

2 Business name/disregarded entity name, if different from above

Foundation Building Materials, FBM Logistics, FBM, RIS Insulation Supply, Pacific Source, PSI, Marjam

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2520 Red Hill Avenue

6 City, state, and ZIP code

Santa Ana, CA 92705

7 List account number(s) here (optional)

REMIT PAYMENT TO:

FOUNDATION BUILDING MATERIALS, LLC

PO BOX 744398

ATLANTA, GA 30374

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

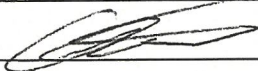
27-4538887

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

1/5/2024

Sarasota County School Board

Construction Services

Change Order

PROJECT: Sarasota High School Buildings #13 & #14 Renovation Phase 1 - Portable and Staging 2155 Bahia Vista Street Sarasota, FL 34239	CHANGE ORDER NUMBER: 005 CHANGE ORDER DATE: 2/26/2024 CONTRACT / PO NUMBER 22401755
TO (Contractor): Gilbane Building Company 1950 Ringling Boulevard, Suite 301 Sarasota, FL 34236	CONTRACT FOR: DMP CONTRACT DATE: 10/17/2023

You are directed to make the following changes in this Contract:	
Gilbane Building Company shall modify the Guaranteed Maximum Price (GMP) value as set forth in this Change Order to include adjustment for Material with Owner issued Direct Purchase for purposes of state and local tax savings as included in "Exhibit A" of this Change Order. Any unused potential savings by Owner-issued Purchase Orders shall be reconciled via Change Order prior to project closeout and added back into the Construction Managers GMP. This Direct Purchase Order includes material for the following Purchase Order Request #8 through #10 for the following vendors/subcontractors:	
#8 - Lehman Pipe & Supply, Inc. / B&I Contractors, Inc.	Material (\$107,087.99) Sales Tax (\$6,475.28)
#9 - Integrated Door Systems, LLC / Integrated Door Systems LLC	Material (\$702,624.53) Sales Tax (\$42,207.47)
#10 - Ferguson Enterprises, LLC / B&I Contractors, Inc.	Material (\$123,341.64) Sales Tax (\$7,450.50)
Total of Summary:	\$ (989,187.41)

The original Guaranteed Maximum Price was	\$ 2,143,577.00
The net change by previously authorized Change Orders	\$ 29,628,708.20
The Guaranteed Maximum Price prior to this Change Order was	\$ 31,772,285.20
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ (989,187.41)
The new Guaranteed Maximum Price including this Change Order will be	\$ 30,783,097.79

The Contract Time will be unchanged by 0 Days

The new date of Substantial Completion will be January 21, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

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

SCHENKEL SHULTZ
ARCHITECT (Firm Name)

SIGNATURE

Aaron Jacobson - Principal
PRINTED NAME & TITLE

02.27.2024

DATE

GILBANE BUILDING COMPANY
CONTRACTOR (Firm Name)

SIGNATURE

James Caldwell - Business Leader
PRINTED NAME & TITLE

02/26/2024

DATE

SARASOTA COUNTY SCHOOL BOARD
OWNER

SIGNATURE

Kevin Snyder
PROJECT MANAGER (PRINTED)

SIGNATURE

Jane Dreger
DIRECTOR (Printed Name)

EXHIBIT A



J09869.100 - Sarasota High School Bldg 13 & 14 Reno

								Hidden Column can be used as an override in the event that Freight/Shipping is Taxable									
ODP Package Request #	Date of Request	PO Number	Date PO Issued	TRADE CONTRACTOR	VENDOR	Material Description	Material Quote without sales tax	Non-Taxable Shipping Charges (Value only)	Taxable Value	TOTAL PO REQUEST	Potential Sales Tax	ODP Total (Includes Tax)	PO Amount	Materials Invoiced to Date	Estimated Tax Savings Accrued To Date	Material & Tax Savings Accrued To Date	Balance of PO
100	-	-				Phase 1 - Flooring	\$9,433.91		\$9,433.91	\$9,433.91		\$9,433.91	\$9,433.91				\$ 9,433.91
101	-	-				Phase 2 - Flooring	\$1,590,000.00		\$1,590,000.00	\$1,590,000.00		\$1,590,000.00	\$1,590,000.00				\$ 1,590,000.00
001	01/05/24	001	22402626	B&I	CAM	Louvers & Dampers	\$34,000.00		\$34,000.00	\$34,000.00	\$2,090.00	\$36,090.00	\$34,000.00				\$ 34,000.00
002	01/05/24	002	22402627	B&I	Diversified	Hydronic Pumps	\$24,800.00		\$24,800.00	\$24,800.00	\$1,538.00	\$26,338.00	\$24,800.00				\$ 24,800.00
003	01/05/24	003	22402628	B&I	Tom Barrow	Air Distribution & Fans	\$120,505.00		\$120,505.00	\$120,505.00	\$7,280.30	\$127,785.30	\$120,505.00	\$15,820.00	\$999.20	\$16,819.20	\$ 104,685.00
004	01/05/24	004	22402625	B&I	Trane	Js, VAVs, VFDs, Mini-Splits, Heat Exchanger, t	\$1,980,152.00		\$1,980,152.00	\$1,980,152.00	\$118,859.12	\$2,099,011.12	\$1,980,152.00				\$ 1,980,152.00
005	01/12/24	005	22402620	All Phase	Graybar	Electrical Fixtures	\$408,300.00		\$408,300.00	\$408,300.00	\$24,548.00	\$432,848.00	\$408,300.00				\$ 408,300.00
006	01/12/24	006	22402624	All Phase	Rexel	Electrical Gear	\$190,884.00		\$190,884.00	\$190,884.00	\$11,503.04	\$202,387.04	\$190,884.00				\$ 190,884.00
007	02/06/24	007		Gulfshore	Foundation Building Materials	Drywall, Framing, Insulation	\$122,873.99		\$122,873.99	\$122,873.99	\$7,422.44	\$130,296.43	\$122,873.99				\$ 122,873.99
008	02/26/24	008		B&I	Lehman	CHW Piping, Fittings, and Valves	\$107,087.99		\$107,087.99	\$107,087.99	\$6,475.28	\$113,563.27	\$107,087.99				\$ 107,087.99
009	02/26/24	009		IDS	IDS	Doors, Frames, Hardware	\$702,624.53		\$702,624.53	\$702,624.53	\$42,207.47	\$744,832.00	\$702,624.53				\$ 702,624.53
010	02/26/24	010		B&I	Ferguson	Plumbing Fixtures	\$123,341.64		\$123,341.64	\$123,341.64	\$7,450.50	\$130,792.14	\$123,341.64				\$ 123,341.64
							\$5,414,003.06		\$5,414,003.06	\$5,414,003.06	\$229,374.15	\$5,643,377.21	\$5,414,003.06	\$15,820.00	\$999.20		\$3,798,749.15

Included in this
Change Order

Direct Material Purchase #008

**Lehman Pipe &
Supply, Inc.**

SARASOTA COUNTY SCHOOL DISTRICT OWNER DIRECT PURCHASE (ODP) PROGRAM
PURCHASE ORDER REQUEST FORM

SUPPLIER NAME & ADDRESS: Lehman Pipe and Supply, Inc. 3575 NW 36th Street Miami FL 33142	DATE: 2/13/2024
	PROJECT NAME & NUMBER: SCS Project ID: #3058 Sarasota High School Building 13 & 14 Renovation
PLEASE SHIP THE FOLLOWING TO: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239	JOB SITE MAILING ADDRESS: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239
Vendor Contact Info Collin Altman (954) 540-5489 collina@lehmanpipe.com	Subcontractor Information B & I Contractors 2701 Prince Street, Fort Myers FL 33916 Admin: Drenda Hayden <DHayden@bandiflorida.com> 239-344-2710

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1		Aquatherm Fittings & Pipe		\$ 101,196.09
2		Nibco Valves		\$ 2,506.56
3		Fabricated Tees		\$ 3,385.34
		See quote for details		\$ -
				\$ -
				\$ -
Sales Tax				N/A
Subtotal				\$107,087.99
Non Taxable Amount				\$ -
PURCHASE ORDER TOTAL				\$107,087.99

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:	\$6,475.28
PURCHASE ORDER TOTAL PLUS TAX (Change Order)	\$113,563.27

APPROVED BY:	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="text-align: center;">Construction Manager/Contractor Signature</div>
--------------	--

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
FORT MYERS FL 33913
239-321-5610 Fax 239-321-5611



Acknowledgement



ORDER DATE		ORDER NUMBER	
02/08/24		S1966445	
REMIT TO: LEHMAN PIPE FORT MYERS LLC 16251 Parallel Dr. FORT MYERS FL 33913 239-321-5610 Fax 239-321-5611			PAGE NO. 1 of 6

SOLD TO:
B & I CONTRACTORS, INC.
6308 N. HIATUS ROAD
TAMARAC, FL 33321

SHIP TO:
B & I CONTRACTORS, INC.
FT MYERS SHOP
2701 PRINCE STREET
FT MYERS, FL 33916

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON	
17568		H184874AF		4435 Sarasota HS			
WRITER		SHIP VIA		TERMS		SHIP DATE	FREIGHT
April Ford		OUR TRUCK				03/22/24	No
ORDER QTY	PART NO	DESCRIPTION			NET		EXT
4ea	397567	3 AQUATHERM ELBOW 90 SOCKET 112122			38.710/ea		154.84
8ea	397565	4 AQUATHERM ELBOW 90 SOCKET 112126			84.677/ea		677.42
8ea	397568	2-1/2 AQUATHERM ELBOW 90 SOCKET 112120			23.289/ea		186.31
6ea	397549	3 AQUATHERM ELBOW 45 SOCKET 112522			42.471/ea		254.83
8ea	397547	4 AQUATHERM ELBOW 45 SOCKET 112526			93.126/ea		745.01
8ea	397550	2-1/2 AQUATHERM ELBOW 45 SOCKET 112520			23.004/ea		184.03
2ea	397491	4x4x2-1/2 AQUATHERM REDUCING TEE SOCKET MOLDED 113592			90.992/ea		181.98
4ea	397334	2-1/2 AQUATHERM FLANGE ADAPTER SOCKET 115520 AQ/FLG x AQ/FLG (4) 5/8x4-1/2 BOLTS AQ/FLG x STL/FLG (4) 5/8x3-1/2 BOLT AQ/FLG x BFV (8) 5/8x2-1/4 BOLTS			10.469/ea		41.88
4ea	397333	3 AQUATHERM FLANGE ADAPTER SOCKET 115522 AQ/FLG x AQ/FLG (4) 5/8x4-1/2 BOLTS AQ/FLG x STL/FLG (4) 5/8X4 BOLTS AQ/FLG x BFV (8) 5/8x2-1/4 BOLTS			21.295/ea		85.18
4ea	396784	6 AQUATHERM SDR 11 FLANGE ADAPTER BUTT-FUSION 0115531BV			59.409/ea		237.64

*** Continued on Next Page ***

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
FORT MYERS FL 33913
239-321-5610 Fax 239-321-5611



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02/08/24	S1966445
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2701 PRINCE STREET
FT MYERS, FL 33916

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
17568		H184874AF		4435 Sarasota HS					
WRITER		SHIP VIA		TERMS		SHIP DATE		FREIGHT	
April Ford		OUR TRUCK				03/22/24		No	
ORDER QTY	PART NO	DESCRIPTION				NET		EXT	
		AQ/FLG x AQ/FLG (8) 3/4x5-1/2 BOLTS AQ/FLG x STL/FLG (8) 3/4X4-1/2 BOLT AQ/FLG x BFV (16) 3/4X2-3/4 BOLTS							
4ea	397266	3 AQUATHERM SPLIT FLANGE RING 615722 ***THIS IS A NON-STOCK PRODUCT***				36.276/ea		145.10	
4ea	438493	4 AQUATHERM STAINLESS STEEL SPLIT FLANGE RING 9790625726				122.699/ea		490.80	
8ea	397563	6 AQUATHERM SDR 11 ELBOW 90 SR SHORT RADIUS MOLDED BUTT-FUSION 112131				101.455/ea		811.64	
10ea	397545	6 AQUATHERM SDR 11 ELBOW 45 MOLDED BUTT-FUSION 112531				99.409/ea		994.09	
4ea	16603	NIBCO LD2000-3 2-1/2 LUG BFLY VLV NLG100E				110.880/ea		443.52	
4ea	16623	NIBCO LD2000-3 3 LUG BFLY VLV NLG100F				122.430/ea		489.72	
4ea	16641	NIBCO LD2000-3 4 LUG BFLY VLV NLG100H				148.890/ea		595.56	
4ea	16684	NIBCO LD2000-3 6 LUG BFLY VLV NLG100K				244.440/ea		977.76	
10ea	397561	10 AQUATHERM SDR 11 ELBOW 90 SR				228.174/ea		2281.74	
*** Continued on Next Page ***									

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
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239-321-5610 Fax 239-321-5611



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ORDER DATE	ORDER NUMBER
02/08/24	S1966445
REMIT TO: LEHMAN PIPE FORT MYERS LLC 16251 Parallel Dr. FORT MYERS FL 33913 239-321-5610 Fax 239-321-5611	PAGE NO. 3 of 6

SOLD TO:
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B & I CONTRACTORS, INC.
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CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
17568	H184874AF	4435 Sarasota HS			
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT	
April Ford	OUR TRUCK		03/22/24	No	
ORDER QTY	PART NO	DESCRIPTION	NET	EXT	
		SHORT RADIUS MOLDED BUTT-FUSION 112139 ***THIS IS A NON-STOCK PRODUCT***			
13ea	397883	2-1/2x19 AQUATHERM BLUE PIPE SDR 11 RP 2672120 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI 160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES - 30 PSI	7.645/ft	1888.32	
17ea	397884	3x19 AQUATHERM BLUE PIPE SDR 11 RP 2672122 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI 160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES - 30 PSI	10.577/ft	3416.37	
39ea	397886	4x19 AQUATHERM BLUE PIPE SDR 11 RP 2672126 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI	17.908/ft	13269.83	

*** Continued on Next Page ***

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
FORT MYERS FL 33913
239-321-5610 Fax 239-321-5611



Acknowledgement



ORDER DATE	ORDER NUMBER
02/08/24	S1966445
REMIT TO: LEHMAN PIPE FORT MYERS LLC 16251 Parallel Dr. FORT MYERS FL 33913 239-321-5610 Fax 239-321-5611	PAGE NO. 4 of 6

SOLD TO:
B & I CONTRACTORS, INC.
6308 N. HIATUS ROAD
TAMARAC, FL 33321

SHIP TO:
B & I CONTRACTORS, INC.
FT MYERS SHOP
2701 PRINCE STREET
FT MYERS, FL 33916

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
17568	H184874AF	4435 Sarasota HS			
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT	
April Ford	OUR TRUCK		03/22/24	No	
ORDER QTY	PART NO	DESCRIPTION	NET	EXT	
		160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES - 30 PSI			
25ea	397887	6x19 AQUATHERM BLUE PIPE SDR 11 RP 2071130 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI 160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES - 30 PSI	20.422/ft	9700.45	
16ea	397888	8x19 AQUATHERM BLUE PIPE SDR 11 RP 2071134 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI 160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES - 30 PSI	32.659/ft	9928.34	
54ea	397889	10x19 AQUATHERM BLUE PIPE SDR 11 MF 2671138 50(F) DEGREES - 285 PSI 80(F) DEGREES - 220 PSI 100(F) DEGREES - 185 PSI 120(F) DEGREES - 155 PSI 140(F) DEGREES - 130 PSI 160(F) DEGREES - 100 PSI 180(F) DEGREES - 62 PSI 200(F) DEGREES -	51.057/ea	52384.48	

*** Continued on Next Page ***

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
FORT MYERS FL 33913
239-321-5610 Fax 239-321-5611



Acknowledgement



ORDER DATE	ORDER NUMBER
02/08/24	S1966445
REMIT TO: LEHMAN PIPE FORT MYERS LLC 16251 Parallel Dr. FORT MYERS FL 33913 239-321-5610 Fax 239-321-5611	PAGE NO. 5 of 6

SOLD TO:
 B & I CONTRACTORS, INC.
 6308 N. HIATUS ROAD
 TAMARAC, FL 33321

SHIP TO:
 B & I CONTRACTORS, INC.
 FT MYERS SHOP
 2701 PRINCE STREET
 FT MYERS, FL 33916

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
17568	H184874AF	4435 Sarasota HS			
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT	
April Ford	OUR TRUCK		03/22/24	No	
ORDER QTY	PART NO	DESCRIPTION	NET	EXT	
		30 PSI ***THIS IS A NON-STOCK PRODUCT***			
4ea	440100	6 AQUATHERM SPLIT FLANGE RING AQUATHERM, INC. 9790625730 ***THIS IS A NON-STOCK PRODUCT***	193.529/ea	774.12	
2ea	396888	10x10x8 AQUATHERM SDR 11 REDUCING TEE MOLDED BUTT-FUSION 2623641 ***THIS IS A NON-STOCK PRODUCT***	379.259/ea	758.52	
2ea	396973	8x8x2-1/2 AQUATHERM BLUE SDR 17.6 REDUCING TEE SOCKET 9792563608 (OLD PART # 2513608) ***THIS IS A NON-STOCK PRODUCT***	117.744/ea	235.49	
2ea	396890	8x8x6 AQUATHERM SDR 11 REDUCING TEE MOLDED BUTT-FUSION 2623619 ***THIS IS A NON-STOCK PRODUCT***	237.410/ea	474.82	
2ea	396896	10x10x3 AQUATHERM BLUE SDR 11 REDUCING TEE SOCKET 9792663627 (OLD PART # 2613627) ***THIS IS A NON-STOCK PRODUCT***	265.698/ea	531.40	
4ea	397267	2-1/2 AQUATHERM SPLIT FLANGE RING 615720 ***THIS IS A NON-STOCK PRODUCT***	36.276/ea	145.10	
4ea	397331	4 AQUATHERM SDR 7.4 FLANGE ADAPTER BUTT-FUSION 0115526	54.090/ea	216.36	

*** Continued on Next Page ***

LEHMAN PIPE FORT MYERS LLC
16251 Parallel Dr.
FORT MYERS FL 33913
239-321-5610 Fax 239-321-5611



Acknowledgement



ORDER DATE	ORDER NUMBER
02/08/24	S1966445
REMIT TO: LEHMAN PIPE FORT MYERS LLC 16251 Parallel Dr. FORT MYERS FL 33913 239-321-5610 Fax 239-321-5611	
PAGE No. 6 of 6	

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CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
17568	H184874AF	4435 Sarasota HS		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
April Ford	OUR TRUCK		03/22/24	No
ORDER QTY	PART NO	DESCRIPTION	NET	EXT
		AQ/FLG x AQ/FLG (4) 5/8x4-1/2 BOLTS AQ/FLG x STL/FLG (4) 5/8x4 BOLTS AQ/FLG x BFV (8) 5/8x2-1/2 BOLTS ***THIS IS A NON-STOCK PRODUCT***		
1ea	204915	MISC ITEM ***** Fabricated Tee's 2 of 6"x3"x4" 2 of 10"x4"x6" Q#00002303 *****	3385.340/ea	3385.34

Printed 09:30:15 12 FEB 2024

No returns after 30 days on stock material

All special orders/nonstocks are noncancellable, non returnable.

Subtotal	107087.99
S&H CHGS	0.00
Sales Tax	6450.28
Amount Due	113538.27

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lehman Pipe and Plumbing Supply, Inc.

2 Business name/disregarded entity name, if different from above
Lehman Pipe and Supply, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **5**
Exemption from FATCA reporting code (if any) **5**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3575 NW 36th Street

6 City, state, and ZIP code
Miami, FL 33142

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

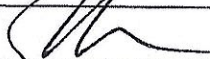
Social security number								
			-					
or								
Employer identification number								
5	9	-	0	5	7	6	1	8 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **01/04/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Direct Material Purchase #009

**Integrated Door
Systems, LLC**

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

SUPPLIER NAME & ADDRESS:	DATE:
INTEGRATED DOOR SYSTEMS, LLC. 1602 E. ALSOBROOK STREET PLANT CITY, FLORIDA 33563	2/20/2024
	PROJECT NAME & NUMBER:
	SCS Project ID: #3058 Sarasota High School Building 13 & 14 Renovation
PLEASE SHIP THE FOLLOWING TO:	JOB SITE MAILING ADDRESS:
Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239	Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239
Vendor Contact Info	Subcontractor Information
LISA SPRADLING - LSPRADLING@INTEGRATEDDORR.COM 813-759-4300	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	50	Hollow Metal Frames		
2	304	Hollow Metal Doors		\$ -
3	1	Lot of Hardware		\$ -
				\$ -
				\$ 702,624.53
Sales Tax				N/A
Subtotal				\$702,624.53
Non Taxable Amount				\$ -
PURCHASE ORDER TOTAL				\$702,624.53

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:	\$42,207.47
PURCHASE ORDER TOTAL PLUS TAX (Change Order)	\$744,832.00

APPROVED BY:	Construction Manager/Contractor Signature
--------------	---



1602 E. Alsobrook St
Plant City, FL 33563
Phone (813)759-4300 Fax (813)759-4322

MATERIAL QUOTE

Date: February 20, 2024
To: Gilbane Building Company
Sarasota High School B13/B14

We propose to furnish the following material:

Total price of \$744,832 less tax savings of \$42,207.47 = \$702,624.53

50	each Hollow Metal Frames
304	each Hollow Metal Doors
1	Lot Finish Hardware

Total P.O Amount \$702,624.53

Signed by: 
Lisa Spradling – Vice President

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Integrated Door Systems, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1602 E. Alsobrook Street	Requester's name and address (optional)	
6 City, state, and ZIP code Plant City, FL 33563		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number											
				-				-			
or											
Employer identification number											
5	9			-	3	7	5	9	5	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/03/2024
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General Instructions

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 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Direct Material Purchase #010

**Ferguson
Enterprises, LLC**

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

SUPPLIER NAME & ADDRESS: Ferguson Enterprises, LLC 751 Lakefront Commons Newport News, VA 23606	DATE: 2/26/2024
	PROJECT NAME & NUMBER: SCS Project ID: #3058 Sarasota High School Building 13 & 14 Renovation
PLEASE SHIP THE FOLLOWING TO: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239	JOB SITE MAILING ADDRESS: Sarasota High School 2155 Bahia Vista Street Sarasota, FL 34239
Vendor Contact Info Justin Berke (954) 263-2726 justin.berke@ferguson.com	Subcontractor Information B & I Contractors 2701 Prince Street, Fort Myers FL 33916 Admin: Drenda Hayden <DHayden@bandiflorida.com> 239-344-2710

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	Fixtures		\$ 123,341.64
		See quote for details		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sales Tax				N/A
Subtotal				\$123,341.64
Non Taxable Amount				\$ -
PURCHASE ORDER TOTAL				\$123,341.64

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:	\$7,450.50
PURCHASE ORDER TOTAL PLUS TAX (Change Order)	\$130,792.14

APPROVED BY:	<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="text-align: right;">Construction Manager/Contractor Signature</div>
--------------	---



FERGUSON ENTERPRISES LLC #0247
5454 PALMER BLVD
SARASOTA, FL 34232-2732

Phone: 941-554-1380
Fax: 941-371-7496

Deliver To:
From: Matthew Wade
Comments:

14:54:30 FEB 25 2024

Page 1 of 3

FERGUSON ENTERPRISES LLC #52

Price Quotation

Phone: 941-554-1380

Fax: 941-371-7496

Bid No: B346301
Bid Date: 02/25/24
Quoted By: MSW

Cust Phone: 941-927-9000
Terms: NET 10TH PROX

Customer: SCHOOL BOARD OF SARASOTA C
1960 LANDINGS BLVD
TFL ODP ACCT
SARASOTA, FL 34231

Ship To: SCHOOL BOARD OF SARASOTA C
2155 BAHIA VISTA ST
C/O B&I CONTRACTORS
SARASOTA, FL 34239

Cust PO#: FIXTURES

Job Name: SARASOTA HIGH SCHOOL

Item	Description	Quantity	Net Price	UM	Total
EVRCTLR8WSK	EWC ELECTRIC WATER COOLER				
M8912C	LFA EZH20 8GPH DUAL WM HD COLR KIT	14	2960.630	EA	41448.82
MLFST09	1-1/2X1-1/2 CP SEMI CAST P TRAP	14	50.160	EA	702.24
	LFA 1/2 NOM COMP X 3/8 OD ANG ST	14	9.000	EA	126.00
	SUBTOTAL				42277.06

ZZ1225BLUNIV	WATER COOLER CARRIER				
	CARRIER F/ BI LVL COLR	14	255.840	EA	3581.76
	SUBTOTAL				3581.76

WB75	HB HOSE BIBB				
	*NP MODEL 75 BX HYD SWVL INL	8	412.380	EA	3299.04
	SUBTOTAL				3299.04

S2102029	P-1 WATER CLOSET FLOOR				
	MOUNT ADA				
S3760000	CCY UNIV 1.1/1.6 ADA FM EB TSPUD	16	87.950	EA	1407.20
B1955SSCT047	1.6 GPF DUFL CLST FV	16	161.440	EA	2583.04
PFWR	EB OF PLAS CLST SEAT BLAC	16	20.740	EA	331.84
PFC2110RW	STD WAX RING	16	1.540	EA	24.64
	1/4X2-1/4 BP CLST BLT RND WSHR PR	16	0.440	PR	7.04
	SUBTOTAL				4353.76

S2102029	P-1L WATER CLOSET FLOOR				
	MOUNT ADA				
S3760000	CCY UNIV 1.1/1.6 ADA FM EB TSPUD	8	87.950	EA	703.60
S0323227	1.6 GPF DUFL CLST FV	8	161.440	EA	1291.52
B1955SSCT047	V500AA 1-1/2X22 VB 1-1/2 OS	8	146.130	EA	1169.04
PFWR	EB OF PLAS CLST SEAT BLAC	8	20.740	EA	165.92
PFC2110RW	STD WAX RING	8	1.540	EA	12.32
	1/4X2-1/4 BP CLST BLT RND WSHR PR	8	0.440	PR	3.52
	SUBTOTAL				3345.92

S2102029	P-1R WATER CLOSET FLOOR				
	MOUNT ADA				
	CCY UNIV 1.1/1.6 ADA FM EB TSPUD	13	87.950	EA	1143.35



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=52&on=640688>

Price Quotation

Fax: 941-371-7496

14:54:30 FEB 25 2024

Reference No: B346301

Item	Description	Quantity	Net Price	UM	Total
S3760000	1.6 GPF DUFL CLST FV	13	161.440	EA	2098.72
B1955SSCT047	EB OF PLAS CLST SEAT BLAC	13	20.740	EA	269.62
PFWR	STD WAX RING	13	1.540	EA	20.02
PFC2110RW	1/4X2-1/4 BP CLST BLT RND WSHR PR	13	0.440	PR	5.72
	SUBTOTAL				3537.43

	P-2H LAVATORY - WALL HUNG				
	- ADA				
S3873103	21X19 1H WH VC LAC	22	50.600	EA	1113.20
TB0712F10	*CVR* CCY LF 0.17 GPC SILL FCT SECC	22	140.490	EA	3090.78
TSBB019908F10	*CVR* CCY LF 1.0 VR AER 13/16-27U	22	13.790	EA	303.38
M155A	CP PO PLUG W/SLD TOP & 6 TLPC	22	25.390	EA	558.58
M8872C	1-1/4X1-1/4 SEMI CAST P TRAP CP	22	45.140	EA	993.08
MLFH2165CCEA	*CVR* LFA SPLY FLEX LAV CP HWY ST	22	29.360	EA	645.92
PF201WH	2PC P TRAP & SPLY CVR WHIT	22	34.310	EA	754.82
	SUBTOTAL				7459.76

	P-2H LAVATORY CARRIER				
ZZ1231	LAV CARRIER	22	206.720	EA	4547.84
	SUBTOTAL				4547.84

	P-3 URINAL WALL MOUNT				
S1101009	CCY .125/.5 GPF SU1009A TS URN	3	151.200	EA	453.60
S3912648	0.25 GPF 186-0.25 URN FV *ROYAL CP	3	152.030	EA	456.09
	SUBTOTAL				909.69

	P-3 URINAL CARRIER				
ZZ1222	PLT TYPE SYS WALL URN	3	174.720	EA	524.16
	SUBTOTAL				524.16

	P-3H URINAL WALL MOUNT ADA				
S1101009	CCY .125/.5 GPF SU1009A TS URN	6	151.200	EA	907.20
S3912648	0.25 GPF 186-0.25 URN FV *ROYAL CP	6	152.030	EA	912.18
	SUBTOTAL				1819.38

	P-3H URINAL CARRIER				
ZZ1222	PLT TYPE SYS WALL URN	6	174.720	EA	1048.32
	SUBTOTAL				1048.32

	P-4 TWO PERSON LAVATORY -				
	ADA				
SP-BEXD2NMOD	EXD-2N MOD LAV SYSTEM	13	2624.630	EA	34120.19
TB0712F10	*CVR* CCY LF 0.17 GPC SILL FCT SECC	26	140.490	EA	3652.74
TSBB019908F10	*CVR* CCY LF 1.0 VR AER 13/16-27U	26	13.790	EA	358.54
SH	SHIPPING & HAND	13	368.230	EA	4786.99
	SUBTOTAL				42918.46

	P-5 MOP SINK				
PFMB2424	24X24X10 MOP BASIN W/ DRN	1	152.070	EA	152.07
TB0665BSTR	LF RC SERV SINK FCT	1	72.870	EA	72.87
PF245	MOP HGR F/ SERV SINK	1	42.740	EA	42.74
PFSSHE	5/8 X 30 SERV SINK HOSE	1	9.330	EA	9.33
PF296	SGL HOSE BRKT F/ SERV SINK	1	11.660	EA	11.66
PFBG24S	24 SS BUMPER GUARD	2	34.060	EA	68.12
PFWG24S	SS WALL GUARDS F/ 24 BASIN	1	108.020	EA	108.02
	SUBTOTAL				464.81

	P-6 SINK				
EDLR221910PD3	22X19-1/2 3H UC SS SINK LHSA	1	586.260	EA	586.26

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=52&on=640688>


Price Quotation

Fax: 941-371-7496

14:54:30 FEB 25 2024

Reference No: B346301

Item	Description	Quantity	Net Price	UM	Total
C201AG8AE35317VAB	CCY LFA 1.5 KITC SINK FCT	1	264.770	EA	264.77
M8912C	1-1/2X1-1/2 CP SEMI CAST P TRAP	1	50.160	EA	50.16
MLFH2165CC	LFA 1/2 NOM COP X 3/8 OD SPLY HVY	1	54.000	EA	54.00
	SUBTOTAL				955.19

	EWB-1 ELECTRIC WATER HEATE				
ADEL610A011000	6G 1.5KW 120V 1PH LB WHTR SWI	1	922.980	EA	922.98
WLFN36M1F	LF 3/4 VAC REL VLV	1	35.810	EA	35.81
AST5	LF 2 GAL THERM-X-TROL EXP WHTR TANK	1	59.090	EA	59.09
H40SWHPW	S/C MNT SUSP EQUIP STND F/ 20G WHTR	1	279.900	EA	279.90
	SUBTOTAL				1297.78

	P-7				
ELRAD3322501	33X22 1H 2B SS TM KITC SINK *GOURME	1	627.570	EA	627.57
C431ABCP	CCY LFA 1HDL H&C MIX KITC FCT	1	140.320	EA	140.32
M151A	SS STRN W/1-1/2X4 TLPC	2	33.330	EA	66.66
PFEWB110	1-1/2X16 22GA EO WST DC	1	18.580	EA	18.58
M8912C	1-1/2X1-1/2 CP SEMI CAST P TRAP	1	50.160	EA	50.16
MLFH2165CC	LFA 1/2 NOM COP X 3/8 OD SPLY HVY	1	54.000	EA	54.00
PF202WH	3PC P TRAP & SPLY CVR WHIT	1	43.990	EA	43.99
	SUBTOTAL				1001.28
Net Total:					\$123341.64
Tax:					\$0.00
Freight:					\$0.00
Total:					\$123341.64

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=52&on=640688>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FERGUSON US HOLDINGS, INC

2 Business name/disregarded entity name, if different from above

FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

751 LAKEFRONT COMMONS

6 City, state, and ZIP code

NEWPORT NEWS, VA 23606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

5 4 - 1 4 7 3 3 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ►

1/10/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name	Tax ID No.	Entity Name	Tax ID No.
A P Supply Company	54-1211771	J & G Products	54-1211771
ACF Environmental	54-1211771	J D Daddario Company	54-1211771
Action Automation	54-1211771	Joseph G Pollard Co	54-1211771
Action Plumbing Supply	54-1211771	Karl's Appliances	54-1211771
Action Supply Co	54-1211771	Kitchen Art	54-1211771
ADL	54-1211771	Lighting and Appliance	54-1211771
Airefco	54-1211771	Lighting Design Center	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Plus	54-1211771
AMS Steam Products	54-1211771	Lighting Unlimited	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lincoln Products	54-1211771
BAC Appliance Center	54-1211771	Linwood Pipe and Supply	54-1211771
Bath + Beyond	54-1211771	Louisiana Utilities Supply Company	54-1211771
Blackman Plumbing Supply	54-1211771	LUSCO	54-1211771
Brock-McVey	54-1211771	McFarland Supply	54-1211771
Bruce-Rogers Company	54-1211771	Meyer Appliance	54-1211771
Cal-Steam	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
Caynon Pipe & Supply	54-1211771	Mississippi Utility Supply Co (MUSCO)	54-1211771
CFP	54-1211771	Moore Industrial Supply	54-1211771
City Lights Design Showroom	54-1211771	Old Dominion Supply	54-1211771
Cline Contract Sales	54-1211771	PL Sourcing	54-1211771
Custom Lighting & Hardware	54-1211771	Plumb Source	54-1211771
Davies Water	54-1211771	Plumbers Supply Company of St. Louis	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhig Stainless	54-1211771	Pollardwater	54-1211771
Equarlus Waterworks, Meter & Automation Group	54-1211771	Powell Pipe & Supply Co	54-1211771
Factory Direct Appliance	54-1211771	Power Process Equipment	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Direct	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Rencor Controls	54-1211771
Ferguson Heating & Cooling	54-1211771	Renwes Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC	54-1211771	Rybak Engineering	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	S W Anderson	54-1211771
Ferguson HVAC- Air Cold	54-1211771	SG Supply Co	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	SOS Sales	54-1211771
Ferguson Industrial	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson Integrated Services	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson International	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Parts & Packaging	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Valve & Automation	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks EPPCO	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks International	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson Waterworks - Red Head	54-1211771	Wallwork	54-1211771
Ferguson.com	54-1211771	Waterworks Industries	54-1211771
Founders Kitchen and Bath	54-1211771	Webb Distributors	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Western Air Supply	54-1211771
Grand Junction Pipe	54-1211771	Westfield Lighting	54-1211771
Guarino Distributing	54-1211771	Wolseley Financial Services	54-1211771
Henry Kitchen and Bath	54-1211771	Wolseley Industrial Group	54-1211771
Hot Water Products	54-1211771	WPCC Forwarding	54-1211771
Industrial Hub of the Carolinas	54-1211771	Wright Plumbing Supply	54-1211771
Inovative Soil Solutions	54-1211771		

Last updated 01.06.23

BOA - Atlanta - 100286

FERG# (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main Branch Number)
Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA - Boston - 417592

FERG# (Main branch number)
PO Box 417592
Boston, MA 02241-7592

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main Branch Number) LB#
417592
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

BOA- Dallas - 847411

FERG# (Main branch number)
PO Box 847411
Dallas, TX 75284-7411

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75207

BOA - Los Angeles-740827

FERG# (Main branch number)
PO BOX 740827
Los Angeles, CA 90074-0827

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest

FERG# (Main branch number)
PO Box 802817
Chicago, IL 60680-2817

OVERNIGHT - PKGS

PNC Bank Lockbox Services
FERG# (Main branch number)
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC - Pittsburgh - 644054

FERG# (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054

Overnight Address

PNC Bank Lockbox Services
FERG# (Main branch number) LB# 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219



12500 Jefferson Ave
Newport News, VA 23602
757-874-7795

www.ferguson.com

To Whom it May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for Income tax purposes requires the corporate income tax form the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSHI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc. (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings, Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings, Inc.

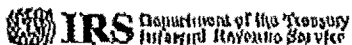
Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that allows Ferguson as the company on line 1 will the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at ask.tax@ferguson.com.

Regards,

A handwritten signature in black ink that reads 'Jennier Pabon'.

Jennier Pabon
Indirect Tax Manager
Ferguson Enterprises LLC



DDEN UY 84201-0046

In reply refer to: 0428488685
June 06, 2019 LTR 20640 D R
54-1211771 000000 00

00021942
R00C: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4814

025530

Taxpayer identification number: 54-1211771
0428488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423408685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacques
Entity Department Manager

Enclosures:
Copy of this letter

**Sarasota County School Board
Construction Services
Change Order**

PROJECT: Wellen Park High School
New High School
11830 Manasota Beach Road
Englewood, Florida 34223

CHANGE ORDER DATE: 3/4/2024

CONTRACT / PO NUMBER: 22304008

CHANGE ORDER TYPE: Direct Material Purchase Order

TO (Contractor):
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd.
Sarasota, Florida 34240

CONTRACT DATE: 5/16/2023

CHANGE ORDER NUMBER: 006

You are directed to make the following changes in this Contract:	
DMP Deduct for Epic Metals DPO 22402602: Material \$546,000 + Sales Tax Savings \$32,810.00 =	(\$578,810.00)
Return Sales Tax to project:	\$32,810.00
DMP Deduct for Commercial Air Management DPO 22403008: Material \$309,255.00 + Sales Tax Savings \$18,605.30 =	(\$327,860.30)
Return Sales Tax to project:	\$18,605.30
DMP Deduct for Diversified DPO 22403009: Material \$53,605.00 + Sales Tax Savings \$3,266.30 =	(\$56,871.30)
Return Sales Tax to project:	\$3,266.30
DMP Deduct for Tom Barrow Company DPO 22403010: Material \$255,200.00 + Sales Tax Savings \$15,362.00 =	(\$270,562.00)
Return Sales Tax to project:	\$15,362.00
Trane US (HVAC) DPO 22403011: Material \$2,725,680.00 + Sales Tax Savings \$163,590.80 =	(\$2,889,270.80)
Return Sales Tax to project:	\$163,590.80
Total return of Sales Tax this Change Order is \$233,634.40.	
Total of Summary:	(\$3,889,740.00)

The original Guaranteed Maximum Price was	\$ 46,018,186.00
The net change by previously authorized Change Orders 1 through 5:	\$ 122,448,284.01
The Guaranteed Maximum Price prior to the Change Order was	\$ 168,466,470.01
The Guaranteed Maximum Price will be (decreased) by this Change Order in the amount of	\$ (3,889,740.00)
The NEW Guaranteed Maximum Price including this Change Order will be	\$ 164,576,730.01

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 07/01/2026.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Zyscovich, LLC
ARCHITECT (Firm name)

SIGNATURE
Jose Murquido, President
PRINTED NAME & TITLE
03/05/2024
DATE

Willis A. Smith Construction, Inc.
CONTRACTOR (Firm name)

SIGNATURE
Austin Pella, Project Manager
PRINTED NAME & TITLE
03/04/2024
DATE

Sarasota County School Board
OWNER

SIGNATURE

PRINTED NAME & TITLE

SIGNATURE

Jane Dreger
DIRECTOR (Printed Name)

PURCHASE ORDER REQUEST FORM
School Board of Sarasota County

Project Name: Wellen Park High School

Date: January 11, 2024

Project Owner: School Board of Sarasota County

VENDOR: Epic Metals Corporation
11 Talbot Avenue
Rankin, PA 15104
FEIN #: 25-1195373
Attention: RICHARD GRATTON, Credit Manager
Telephone: 412-351-3913
Email: rgratton@epicmetals.com

SHIP TO: Wellen Park High School
11830 Manasota Beach Road
Englewood, Florida 34223
c/o East Coast Metal Structures Corp.
Attention: Whitney Danca
Telephone: 561-766-2579
Email: whitney@eastcoastmetals.net

CC: aburg@epicmetals.com Alex Burg, EIT, LEED Green Assoc., District Sales Engineer/Manager, SEE ATTACHED E-MAIL REQUESTING OWNER SIGNATURE ON QUOTE.

Date	Delivery Date	Ship via	F.O.B.	Terms	Purchase Order No.
	Per Superintendent	Your Truck	Job Site	Net 30	

SPECIAL INSTRUCTIONS: All responsibility & contact relative to the P.O. shall be with _Willis A. Smith Construction, Inc. as to delivery, quality and quantity.

The Project Name and the Direct Purchase Order Number MUST be included on all invoices or they will be rejected. Vendor shall send invoices to the SUBCONTRACTOR for review, approval and transmittal to WILLIS SMITH CONSTRUCTION, INC., c/o wgomez@willissmith.com for processing for authorization to pay.

The PM will verify materials and the pay requisition will be prepared for submittal of invoices to the OWNER for approval and payment.

***Do NOT send Invoices to the Owner - This will result in delay of review and approval by the GC and processing for payment.

Item #	Item Description	Quantity	Unit	Unit Price	Extended Amount
1	Galvanized steel, with primer coating, channel closure, transitional plate and vented decking.	1	LOT	\$546,000.00	\$546,000.00

Purchase Order Total: \$ 546,000.00

Attached: Quote
W-9

Tax Savings 6%: \$ 32,760.00

1% of 1st \$5,000 \$ 50.00

Material and Sales Tax Savings Total: \$ 578,810.00

NOTE:

Vendor shall provide ELECTRONIC copies of Shop Drawings to apella@willissmith.com for approval prior to final order or fabrication. Field measure prior to any fabrication.

Verified by: Austin Pella
Austin Pella, Project Manager
Willis A. Smith Construction, Inc.

Digitally signed by Austin Pella
DN: C=US, E=apella@willissmith.com, O="Willis A. Smith Construction, Inc.",
OU=Project Manager, CN=Austin Pella
Reason: I am approving this document
Date: 2024.01.11 14:07:48-05'00'

***Attach DPO to this approved request once issued.**

Upon delivery and acceptance, send all invoices as follows:

School Board of Sarasota County

c/o Willis A. Smith Construction, Inc.

wgomez@willissmith.com; apella@willissmith.com



ELEVEN TALBOT AVENUE, RANKIN, PA 15104
PHONE: (412) 351-3913 FAX: (412) 351-2018

Proposal #: 054-23-88

Print Date: 12/14/2023

Revision #: 0

Proposal/Revision Date: 5/19/2023

To: School Board of Sarasota County
1960 Landings Blvd.
Sarasota FL 34231
USA

Architect: Zyscovich

Att:

Drawing Refer to Exhibit #1 - Bid Document Schedule (List of
Memo: drawings, specifications & addendas)

Project: Wellen Park High School

We propose to furnish only, AS INDICATED BELOW, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE LISTED ON THE LAST PAGE(S), the following:

Material:

- 1 EPIC Metals will provide Toris 7A 20/20 gage, galvanized G90, with EPIC's architectural two-grade primer paint

EPIC will also supply channel closure and transitional plate and the decking will come vented.

Inclusions:

- 1 Erection Drawings for your approval.
- 2 Factory Installation of Acoustical Elements. Acoustical Elements are more completely described in the Clarification Section of this proposal.
- 3 All materials furnished will be of domestic origin.
- 4 The following miscellaneous items are also included:
- 5 Epic Metals was not provided all of the drawings and specifications for the project; Epic's proposal is based solely on the drawings and specifications that are listed in the Exhibit included with this proposal.

Exclusions:

- 1 Any Unloading, Storage or Field Protection.
- 2 Any Marshalling
- 3 Any miscellaneous or Structural Steel for Support of Reinforcement of our Material unless specifically included above.
- 4 Cutting of holes for any penetrations or those required by other trades unless specifically included above.
- 5 Sidelap Screws, Hilti Pins, Self Drillers or any other Fastener device unless specifically included above.
- 6 Touch up of Welds on any unpainted plated product . If prime painted, we exclude the touch-up of any welds on the unpainted surface. If primed painted on two, three or four sides with only a weldable primer, we exclude the touch up of any welds.
- 7 We also exclude the following miscellaneous items:
 - 7.1 Low Mod Gel or No Pick Sealants
 - 7.2 All Touch-up materials including zinc rich primers for bare galvanized material or paint products for factory painted products.
 - 7.3 Commodity Deck and Accessories.
 - 7.4 Reinforcement at Openings.
 - 7.5 Hanger Attachment Devices.
 - 7.6 Flexible Closure Pieces.
 - 7.7 Any items not listed in the material section of this proposal.
- 8 Erection Drawings with design analysis and calculation by a professional engineer experienced and licensed in this work is NOT required and therefore NOT included.
- 9 Any Support Angle needed to eliminate deflection between the deck unit and the structural element in those situations where the deck runs parallel to the structural element.
- 10 All panels are furnished full width and square ends. Any miter or bevel cuts required will be performed in the field under the responsibility of others.

Proposal #: 054-23-88

Print Date: 12/14/2023

Revision #: 0

Proposal/Revision Date: 5/19/2023

Clarifications

- 1 This proposal must be accepted within fifteen (15) days or it is subject to price adjustments. If accepted within fifteen (15) days, the price shall remain firm for all deliveries occurring within three (3) months.
- 2 Epic is furnishing a Paint System on this product as described below:
 - 2.1 After the Galvanized components are formed and welded into panels, the exposed ceiling surface is chemically cleaned, etched and an oven baked primer is applied. Welds on the unexposed portion of the panels are not touched up.
 - 2.2 Epic is furnishing a prime paint system only. As such, Epic cannot and does not warrant the finished paint system.
- 3 General and Special Conditions have not been reviewed; consequently, this Proposal is subject to that review and a mutually acceptable contract.
- 4 Epic is to be provided a clear access to the jobsite for the truck delivery of material (note: all material is to be promptly unloaded and properly stored by others).
- 5 Epic has not included the cost of any Bonds or Insurance in this Proposal nor does Epic convey public liability insurance for Owner or General Contractor. If any such Bonds or insurance are required, the cost of such will be added to the quoted price.
- 6 The cost of any samples or mock-ups are not included in the price of this proposal.
- 7 Any field measuring or the checking of field dimensions is the responsibility of others.
- 8 Shipment and/or Drawings Schedule:
 - 8.1 Erection drawings for approval can be submitted 2 to 3 weeks after the acceptance of the contract and the receipt of all drawings and specifications that are necessary.
 - 8.2 Shipments can commence 5 to 8 weeks after the receipt of approval drawings and all information necessary to generate a bill of materials from which to fabricate.

Shipment schedule is subject to Epic's ability to procure the necessary raw material in a timely fashion from its usual sources. Should Epic be unable to procure the necessary raw materials from its usual sources in a timely manner, delays may occur.
- 9 Acoustical Elements included are described as follows:
 - 9.1 The color of the acoustical element furnished will be Epic's standard yellow or brown.
 - 9.2 Acoustical element will be furnished with mesh standoffs.
 - 9.3 The acoustical element will be installed at the factory.
- 10 No touch up materials are being provided.
- 11 All exposed plates will not be embossed.



ELEVEN TALBOT AVENUE, RANKIN, PA 15104
PHONE: (412) 351-3913 FAX: (412) 351-2018

Proposal #: 054-23-88

Print Date: 12/14/2023

Revision #: 0

Proposal/Revision Date: 5/19/2023

Price:

All material is being furnished for the lump sum price (in US Dollars) of:

\$ 546,000.00

F.O.B., Trucks, Point of Manufacture

Freight Allowed to the Job-Site. Buyer to Unload.

Transportation/Freight prices included in the contract prices are estimates only. If, at the time material is to be shipped and trucks are procured, current transportation/freight costs exceed the estimates included in the original contract price, Buyer and Seller agree to adjust the contract price to match up with the increase in actual freight costs.

1. Unless noted differently in the Clarifications section above, this Proposal is for acceptance within fifteen (15) days from the date hereof after which it is subject to review.

2. This Proposal shall become a Contract upon, but not before, acceptance by EPIC METALS CORPORATION at its office by an officer of the Corporation.

3. Price includes only those items specifically listed above, shipped F.O.B. EPIC plant freight prepaid and allowed to the nearest accessible point to jobsite. Buyer to unload.

4. No applicable Sales or Use Taxes of any kind are included in this Proposal unless indicated above.

5. TERMS OF PAYMENT are one-quarter percent (1/4%) discount allowed for payment within ten (10) days of invoice date, net thirty (30) days. NO RETENTIONS ALLOWED !!

Submitted By:

Date:

By:

Burg, Alex

Title:

Regional Sales Manager

AGREED AND ACCEPTED:

BUYER:

By:

Title:

Date:

AGREED AND ACCEPTED:

SELLER:

By:

Title:

Date:

Attached General Terms and Conditions of Sale are a Part of this Proposal- Please Initial the Last Page of the General Terms and Conditions of Sale and Return All Pages Of This Proposal.:



ELEVEN TALBOT AVENUE, RANKIN, PA 15104
PHONE: (412) 351-3913 FAX: (412) 351-2018

Proposal #: 054-23-88

Print Date: 12/14/2023

Revision #: 0

Proposal/Revision Date: 5/19/2023

General Terms and Conditions of Sale

1.CONFORMANCE OF REGULATIONS: Manufacture, shipment and delivery are subject to any prohibition, restriction, priority, allocation regulation or condition imposed by or on behalf of the United States of America which may prevent or interfere with fulfillment of this Contract.

2.WARRANTY: Seller warrants that material to be furnished under this contract, insofar as they are supplied by EPIC METALS CORPORATION, shall be free from structural defects. In the event of the failure of the material within one year from the date of delivery, and providing such failure is attributed to defects found to have existed at the time of delivery, Seller's liability hereunder shall be limited to furnishing necessary replacement material. Seller assumes no liability for damages, losses, or injuries, direct or consequential, that may arise from use or inability to use the products. THE ABOVE MENTIONED WARRANTY SHALL NOT BE VALID UNTIL SELLER IS PAID IN FULL FOR THE MATERIAL SUPPLIED. EXCEPT AS HEREIN PROVIDED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS OF THE MATERIALS FOR ANY PARTICULAR PURPOSE.

3.PROPRIETARY INFORMATION AND TRADE SECRETS: The use of certain products manufactured by EPIC METALS CORPORATION which may be furnished for the project named herein may include the application of patented or patent pending details, confidential trade secrets, test information, and proprietary methods of installation which the Seller, concomitant with the Manufacturer, agrees to allow to be used exclusively on the project identified on the reverse side hereof and is limited to the use of such materials purchased under this Contract only.

4.TOLERANCES: All materials, unless specifically noted on the reverse side hereof, are furnished in accordance with tolerances as shown in the Steel Deck Institute Design Manual, Specifications and Commentary Section. Seller recommends the use of shadow lines (shallow plate stiffener ribs) to minimize oil canning which is inherent in galvanized sheet; oil canning will not be a basis for material rejection. If the deck is being furnished galvanized only, white rust storage stains shall not be a basis for material rejection.

5.CLAIMS: Claims for shortages and improper or defective material will not be considered unless made in writing within forty-eight (48) hours after receipt of material. Defective or improper material will be replaced within a reasonable time or credit will be allowed for the price thereof, at this order price, upon its return or other disposition authorized by the Seller; however, material shall not be returned for any reason except by permission of Seller in writing. Seller's liability for losses or damages sustained by the Buyer or others shall be strictly limited as stated herein, and in no case shall the Seller be liable for any claims, direct or consequential, arising out of the performance of this order. Seller shall not be held liable for any claims resulting from the use by the Buyer of improper materials, or those having apparent defects or damages when installed by the Buyer, or costs or expenses to the Buyer resulting from delays in transit or the failure of the carrier to arrive at the consignment locations at a specific day or hour. If this order provides that material is sold f.o.b. shipping point, even though transportation costs may be included in the price stipulated, all risk of loss shall pass to the Buyer upon delivery by the Seller to the initial carrier at the f.o.b. point of shipment, and it shall be the Buyer's responsibility to pursue claims with the carrier in the event of loss or damage in transit.

6.DELAY: Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, difference with workmen, delays in transportation, shortage of cars or trucks, fuel, or labor, inability to procure supplies or raw materials from its usual sources, or any circumstances or cause beyond the control of the Seller. The Seller, concomitant with the Manufacturer, reserves the right in all cases to apportion its production among its customers in such a manner as it may consider to be equitable.

7.PRICE ADJUSTMENT: Prices are based on present material and labor costs and are subject to adjustment unless otherwise stated. Additionally, raw material will be purchased for delivery to Buyer within specified delivery schedules. When deliveries are delayed in excess of thirty (30) days, Seller reserves the right to invoice Buyer for all costs of raw materials required to fabricate the job. Payment will be due in accordance with standard payment terms, net 30 days with no retention. EPIC will work with Buyer to establish a new mutually Agreeable manufacturing schedule.

8.TAXES: Any taxes which the Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services, shall be for the Buyer's account. Buyer shall promptly pay the amount thereof to the Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities prior to invoicing.

9.CANCELLATION: This order cannot be canceled or modified, or releases hereunder held up by the Buyer after the Contract is executed except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against loss.

10.LITERATURE AND DESIGNS: Material unless otherwise provided on the reverse side hereof shall be in accord with the Manufacturer's literature, unless modified in the interest of improvement, in which event it shall be deemed in accord with such literature. The Seller assumes no responsibility for design prepared by others.

11.INSPECTION AND TESTING: The Seller shall not be liable for inspecting and testing charges unless expressly stated on the reverse side hereof.

12.PRIME PAINT: Where a prime coat of paint is specified, it shall mean one temporary protective coat of the Manufacturer's standard prime paint, and no special treatment, field or permanent painting of any kind is included unless expressly stated on the reverse side hereof.

13.TRANSPORTATION AND ADJUSTMENT: When the Contract price includes transportation, it shall be adjusted equal to the increase in transportation rates at the time of shipment as compared with rates in effect at the date of execution of the Contract. The transportation cost is based upon non-union drivers and if union drivers are required a price adjustment will be required. If the Seller's independent freight carrier determines in their sole discretion that the jobsite is not accessible due to site conditions, Seller's responsibility is only to deliver to the closest reasonably accessible location. Seller shall not be responsible for any delay damages or additional expenses.

14.LIENS: Seller will exchange waivers of lien to the extent paid for payments as they mature, but shall not be required to waive its right of Mechanic's Lien in advance of payment.

15.INDEMNIFICATION: Seller's obligation to indemnify Buyer or any other party for any claim, action or damage is limited to established negligent acts of Seller. In the event that Seller is determined to be less than 100% responsible, then their indemnification shall be pro-rated with the other responsible parties. This pro-ration shall be applicable even if the other responsible party is determined to be the Buyer. In any event, the amount of indemnification shall be limited to the lesser of the value of the contract or \$400,000.00.



ELEVEN TALBOT AVENUE, RANKIN, PA 15104
PHONE: (412) 351-3913 FAX: (412) 351-2018

Proposal #: 054-23-88

Print Date: 12/14/2023

Revision #: 0

Proposal/Revision Date: 5/19/2023

16.ARBITRATION: It is understood and agreed that neither Buyer nor Seller is required to submit to arbitration in the event of any dispute under this Contract without mutual consent at the time of such dispute, and arbitration is not to be a condition precedent to the right of legal action for the parties.

17.BONDS: By reason of Seller's financial responsibility, it is understood Seller shall not be required to furnish a Performance or other type of bond.

18.FIELD MEASUREMENTS: Since the Seller is to furnish material in accordance with its approval drawings, the Seller shall not be required to take or verify field measurements.

19.SHIPPING STANDARDS: Materials for this order shall be grouped and labeled to achieve maximum shipping efficiency in accordance with the Manufacture's standard practices. No protective covering, special banding, crating, or packaging will be provided unless expressly stated on the reverse side hereof. Additional packaging will be provided for architectural & sun screen panels.

20.APPROVALS: It is understood that the Buyer has submitted the Seller's name as a Subcontractor to the responsible authority and approval thereof has been obtained. Approval of our shop drawings or placing details by the architect or engineer shall be regarded as a final interpretation of all other documents with respect to such drawings or details, and constitute authority for Seller to furnish materials in accordance with those drawings or details.

21.CREDIT APPROVAL: Shipments, deliveries and performance of the work shall at all times be subject to the approval of the Seller's Credit Department. If the Buyer shall fail to make payments on this or any other order in accordance with the Seller's terms, or if the Seller shall have any doubt as to the Buyer's responsibility, the Seller may suspend performance hereunder, except upon receipt of security satisfactory to the Seller.

22.TERMS OF PAYMENT: Subject to the provisions of "Credit Approval" above, terms of payment are as shown in this proposal and shall be effective from date of invoice. A cash discount, when offered, shall not be allowed on erection charges, transportation charges, or state or local taxes although included in the delivered price.

23.MODIFICATION: The terms hereof shall not be modified unless evidenced in writing and signed by the parties hereto. In the event of a conflict between the terms and conditions contained herein and any other communication or agreement, whether written or oral, the terms and conditions herein and on the reverse side hereof shall govern.

24.SERVICE CHARGE: A Service Charge of 1% per month will be charged to all amounts outstanding more than 30 days. Additionally, all costs of collection, including attorney's fees and costs, of balances owed will be paid by the Buyer.

25.MATERIAL DELIVERY: The material will be furnished in accordance with a mutually agreeable delivery schedule. If Seller fails to deliver the material within a two (2) week period of the mutually agreed upon schedule, Seller will be responsible for Liquidated Damages not to exceed One Hundred (\$100.00) Dollars per day and in no event in excess of Five (5%) Percent of the Contract Purchase Price. Furthermore, the payment of Liquidated Damages by Seller is contingent upon Buyer establishing that Buyer has incurred Damages which were caused by the late material delivery by Seller.

26. FIELD REPRESENTATIVE: In the event that a Seller field representative is required to visit the jobsite and it is determined that Seller was not at fault, Buyer agrees to pay \$80/hour not to exceed 8 hours per day plus transportation costs for the Seller field representative. If Buyer and Seller can not agree on whether Seller is at fault, the parties agree to submit that determination to final and binding arbitration pursuant to the Procedures and Rules then in effect of the Construction Arbitration Service of Western Pennsylvania of ACBA Services, Inc., 400 Koppers Building, 436 Seventh Avenue, Pittsburgh PA 15219.

27.STANDARD TERMS: The pricing set forth in this proposal is based upon acceptance of our standard terms and conditions of sale. Any deviations from those terms are subject to price modification.

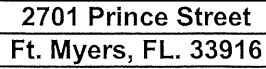
Please initial below, indicating that you have read and agreed to BOTH pages of the General Terms and Conditions of Sale.

Initials

Last Page of Proposal

There are 5 Pages Total

Upon delivery and acceptance, send all invoices as follows:
School Board of Sarasota County
c/o Willis A. Smith Construction, Inc.
wqomez@willissmith.com; apella@willissmith.com



PH: 239-332-4646
FAX: 239-332-5928

Job Name:	Wellen Park High School - HVAC
Job Number:	4432



COMMERCIAL AIR MANAGEMENT, INC.

Manufacturers' Representatives

3590 Old Metro Parkway
Fort Myers, FL 33916

QUOTATION

Quote Date	Project Name:		Quote #
12/28/2023	WELLEN PARK HS NEW SCHOOL		61427DPO
Plan Date	Addendums Reviewed	Quote Revision #	Sales Person
ASI #3	3 + ASI-1,2,3	R9-12.14.23	SPO
Manufacturer	Description		Quoted Amount
GREENHECK	[21] GRAVITY RELIEF/ INTAKE VENTS W/ FLAT ROOF CURBS [3] CEILING EXHAUST FANS W/ AUTO SHUTTER AND SPEED CONTROL AS SPECIFIED [19] INLINE CABINET FAN W/ SPEED CONTROL AND ISOLATORS [6] CENTRIFUGAL INLINE FAN W/ GRAVITY DAMPER, MOTOR COVER, AND VIBRATION ISOLATORS [4] ROOF SUPPLY FAN W/ HIGH WIND RATING, FLAT ROOF CURB, AND ALUMINUM FILTERS [69] ROOF EXHAUST FAN W/ HIGH WIND RATING, GRAVITY DAMPER, SPEED CONTROL/ VARI-GREEN MOTOR (CONTROL), AND FLAT ROOF CURB [3] LAB EXHAUST FAN W/ FLAT ROOF CURB, TEFC MOTOR, HI PRO POLYESTER COATING, AND UL 705 *Note: Selections assumed.		\$251,000.00
	[32] MIAMI DADE DRAINABLE BLADE LOUVERS W/ MILL FINISH AND BIRDSCREEN. ** Note: Filter racks, plenums and blank-off panels are to be field provided by others. >>MECHANICAL LOUVERS ONLY<<		\$29,630.00
	[5] MIAMI DADE DRAINABLE BLADE LOUVERS W/ MILL FINISH AND BIRDSCREEN. ** Note: Filter racks, plenums and blank-off panels are to be field provided by others. >>ARCHITECTURAL LOUVERS ONLY<<		\$3,625.00

SALES TAX NOT INCLUDED. STANDARD FREIGHT INCLUDED (Normal daytime business hours.) QUOTE VALID FOR 30 DAYS.
EXCLUSIONS: Weekend or Night deliveries. Motor starters, controls, smoke detectors, thermostats, installation, wiring, standing seam metal roof curbs, architectural louvers, burglar bars, and/or extended warranties. (unless otherwise stated)

Phone #	Fax #	E-mail	Web Site
239-277-0029	239-277-9038	info@cam-hvac.com	WWW.CAM-HVAC.COM



COMMERCIAL AIR MANAGEMENT, INC.

Manufacturers' Representatives

3590 Old Metro Parkway

Fort Myers, FL 33916

QUOTATION

Quote Date	Project Name:		Quote #
12/28/2023	WELLEN PARK HS NEW SCHOOL		61427DPO
Plan Date	Addendums Reviewed	Quote Revision #	Sales Person
ASI #3	3 + ASI-1,2,3	R9-12.14.23	SPO
Manufacturer	Description		Quoted Amount
FABRICAIR	FABRIC DUCT SYSTEM WITH SUSPENSION HARDWARE. FabricAir Dispersion System - 1.0 FabricAir Dispersion System - 1.0 (05) Stretcher M6X90, GV - 14.0 (18) Fixing Strap, Y/Z, Ø1050/41.3", 3,53 m, White - 1.0 (14) Cable Lock 5mm, GV - 16.0 (38) Adjustable Cable 2 meter, SS - 69.0 Connector, Hoop Bar, Taut EndCap - 3.0 (37) Adjustable Cable lock, Alu/SS -69.0 Hoop Bar White, Taut EndCap, None Standard - 3.0 (18) Fixing Strap, Y/Z, Ø750/29.5", 2,59 m, White - 1.0 Flow Straightener FLS25 no std. diameter - 3.0 (13) Cable 3-5mm, GV w/PVC, 50m - 1.0 (13) Cable 3-5mm, GV w/PVC, 100m - 1.0		\$17,500.00
LAGUNA	(1) Laguna X Flux:5 5HP 220V HEPA Dust Collector Florida Sales Tax Payable		\$7,500.00
SALES TAX NOT INCLUDED. STANDARD FREIGHT INCLUDED (Normal daytime business hours.) QUOTE VALID FOR 30 DAYS. EXCLUSIONS: Weekend or Night deliveries. Motor starters, controls, smoke detectors, thermostats, installation, wiring, standing seam metal roof curbs, architectural louvers, burglar bars, and/or extended warranties. (unless otherwise stated)			
Phone #	Fax #	E-mail	Web Site
239-277-0029	239-277-9038	info@cam-hvac.com	WWW.CAM-HVAC.COM

***Attach DPO to this approved request once issued.**
 Upon delivery and acceptance, send all invoices as follows:
 School Board of Sarasota County
 c/o Willis A. Smith Construction, Inc.
 wqomez@willissmith.com; apella@willissmith.com



DIVERSIFIED FLUID CONTROLS INC.

5401 NW 10TH TERRACE | FORT LAUDERDALE, FL. 33309 | PHONE: 954-492-1166 | FAX: 954-491-2451 | www.diversifiedfluidcontrols.com

Quote: Wellen Park - New School GMP 2

Date: September 25, 2023

To: School Board of Sarasota County
1960 Landings Blvd.
c/o B&I Contractors

Attn: Estimating

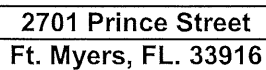
Bid Date: October 16, 2023
Project: Sarasota, Florida 3431
Location: Venice, Florida
Engineer: Engineering Matrix
Quote by: Justin Allison

Tag	Description	Quantity	Unit Price	Amount
PCHP-1,2,3	Taco #FI5011D 6" x 5" Base Mounted End Suction Pump w/ 25HP Premium Efficient TEFC Motor, 1760 rpm, 460/3/60. Pump to deliver 940.4 gpm @ 82.45' tdh.	3	\$4,900.00	\$14,700.00
	Taco #951-3162RP Spare Seal.	3	\$135.00	\$405.00
TESP-1	Taco #FI8013D 10" x 8" Base Mounted End Suction Pump w/ 100HP Premium Efficient TEFC Motor, 1760 rpm, 460/3/60. Pump to deliver 2,821.2 gpm @ 97.86' tdh.	1	\$11,750.00	\$11,750.00
	Taco #951-2968RP Spare Seal.	1	\$450.00	\$450.00
SCHP-1,2	Taco #FI6013D 8" x 6" Base Mounted End Suction Pump w/ 125HP Premium Efficient TEFC Motor, 1760 rpm, 460/3/60. Pump to deliver 2,248.8 gpm @ 144.66' tdh.	2	\$12,000.00	\$24,000.00
	Taco #950-973RP Spare Seal.	2	\$1,150.00	\$2,300.00
	Remittance Information: Contact Name: Lauren Ellison Address: 5401 NW 10th Terrace, Ft Lauderdale, FL 33309 Email: Lauren@diversifiedfluidcontrols.com			
	Delivery Address: Wellen Park High School 11830 Manatee Beach Road Attn: Yasniel Cabrera Phone: 239-322-8950			

Page 1 of 1 **PRICES QUOTED DO NOT INCLUDE SALES TAX.**

Page 1 Total	\$53,605.00
Grand Total	\$53,605.00

Prices quoted herein are subject to immediate acceptance unless otherwise provided on the face hereof and apply to this proposal only. Prices are subject to change without notice prior to acceptance, and are subject to any applicable manufacturers' price escalation. Any changes in quantities, partial releases, delivery dates, handling, or destination may incur a price adjustment. Seller makes no warranty that the description of goods contained herein agree with any plans and specifications of the Buyer, who is cautioned to compare this quotation with actual specified requirements to avoid error. Seller assumes no responsibility for any addends and/or alternates unless expressly stated in this quotation. Any alternates offered is based on Seller's interpretation of the specifications, and Seller does not guarantee approval of acceptance by the specifying authority.



PH: 239-332-4646
FAX: 239-332-5928

Job Name:	Wellen Park High School - HVAC
Job Number:	4432

***Attach DPO to this approved request once issued.**
Upon delivery and acceptance, send all invoices as follows:
School Board of Sarasota County
c/o Willis A. Smith Construction, Inc.
wgomez@willissmith.com; apella@willissmith.com



Tom Barrow Company

4610 Elevation Way, Suite C, Ft Myers, FL 33905 Ph: 239-278-1988 Fax: 239-278-5884

Quotation-BUYOUT

Deliver FOB WELLEN PARK HIGH SCHOOL

Bid Date: November 13, 2023

Destination: 11830 Manasota Beach Road

Attention: Yasniel Cabrera

Phone: 239-322-8950

Bill To: School Board of Sarasota County

Date: January 31, 2024

1960 Landings Blvd

Sarasota, FL 34231

C/O B&I Contractors

Engineer: Engineering Matrix

Plan Date: April 21, 2023

Project #: 237838

Addendum: 6-ASI #3--11/3/23

Mentor: Jason Hardman

Quotation does not include any Taxes. Based on Standard Lead Times. All quotes must be approved for fabrication and scheduled for immediate shipment based on quoted lead times within 30 days. All materials or equipment ordered or released after 30 days will be adjusted based on current pricing. Please review the Terms and Conditions of Sale at the bottom of the quotation.

Air Distribution

- 1762 Pieces of Price air distribution with standard white finish and insulated backs on lay-in supply diffusers
300 ft Feet of Price linear slot diffusers without plenums.

Total Full Freight Allowed..... \$ 93,185
ADD to provide insulated plenums for linears... \$ 5,825

*****EXCLUDES PLENUMS SPECIFIED AS FIELD FABRICATED*****

Dampers

- 38 control dampers without actuator.

Total Full Freight Allowed..... \$ 8,865

- 243 Static fire dampers with integral sleeves and mounting angles.

- 44 Class I smoke dampers with 24-volt 2-position actuator.

Total Full Freight Allowed..... \$ 46,580

Grease Ductwork

- 1 lot AmpCo UL-listed, clamp-together, dual wall, zero-clearance round grease duct system with T304 stainless steel inner wall, aluminized steel outer wall, 3"-thick ceramic insulation and sealant.

Total Full Freight Allowed..... \$ 65,895

Fans (No starters, VFD's or controls included)

- 3 Big Ass fans as scheduled

Total Full Freight Allowed..... \$ 33,075

Heaters

- 1 Markel electric unit heaters with integral disconnect switch, thermostat and mounting brackets.

Total Full Freight Allowed..... \$ 1,310

CEP

Air Distribution

- 14 Pieces of Price air distribution with standard white finish and insulated backs on lay-in supply diffusers

Total Full Freight Allowed..... \$ 235

Dampers

"Delivering HVAC Solutions"

1/31/2024

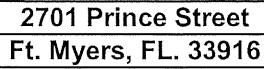
www.tombarrow.com

1 of 2

1	control dampers without actuator.	Total Full Freight Allowed.....	\$	105
2	Static fire dampers with integral sleeves and mounting angles.	Total Full Freight Allowed.....	\$	125

Terms and Conditions of Sale

Sale of any equipment or services described herein at the prices indicated is expressly conditioned upon and subject to all of the terms, conditions and incorporated terms and conditions set forth at <https://www.tombarrow.com/terms-conditions-of-sales> (hereinafter the "Proposal Terms"). The Proposal Terms are specifically incorporated herein by this reference and form a material part of this Proposal. By accepting this Proposal, the Purchaser acknowledges that it has had access to and the opportunity to view the Proposal Terms and agrees that the Proposal Terms constitute a material part of this Proposal and the contract between the parties and shall control the Proposal and contract's interpretation, effect and enforcement.



TRANSFER HVAC OWNER PURCHASE ORDER TOTAL

Job Name:	Wellen Park High School - HVAC
Job Number:	4432



Tom Barrow Co.
DELIVERING HVAC SOLUTIONS

732 JOSEPH E LOWERY BLVD NW
ATLANTA, GA 30318
TEL: (404) 351-1010
FAX: (404) 350-4339

Accepted Payment Methods

ACH or Wire Transfer

Company name: Tom Barrow Co
Beneficiary Bank: Truist (formerly SunTrust)
Bank Address: 303 Peachtree Street
32nd Floor
Atlanta, GA 30308
Bank Contact: Mike Stevens
404-588-8983
mike.stevens@truist.com

Beneficiary: Tom Barrow Co
Account #: 8800136445
ABA/Routing #: 061000104

Send all remittance information to:

E-mail: remits@tombarrow.com

Checks - Bank Lockbox

Tom Barrow Co
P.O. Box 116406
Atlanta, GA 30368-6406

For overnight lockbox information, please contact Robin Friley
rfriley@tombarrow.com

Credit Cards

we do accept all forms of credit and debit cards. However, there is a 3% processing fee that will be added for all existing invoices (does not include prepayments)

Accounts Receivable contact

Contact: Robin Friley
Direct Phone #: 404-605-8243
E-mail: rfriley@tombarrow.com



PH: 239-332-4646
FAX: 239-332-5928

Job Name:	Wellen Park High School - HVAC
Job Number:	4432



COMPANY PROFILE - Trane U. S. Inc.

Company Information:

Name: Trane U.S. Inc.
Address: 3600 Pammel Creek Rd.
City, State, Zip: La Crosse, WI 54601

PORT EVERGLADES PUBLIC WORKS
Oracle # 96462
Approved Marilyn Jones
8-20-2020

Remit to Addresses:

PO Box 406469 Atlanta GA 30384-6469
PO Box 845053 Dallas TX 75284-5053
PO Box 98167 Chicago IL 60693

Tax ID Number: 25-0900465

Contact Person: Accounts Receivable
Phone Number: 608 - 787 - 2629
Fax Number: 608 - 787 - 3429
E-mail: areft@trane.com

EFT Financial Institution:

Name: Bank of America
Address: 6000 Feldwood Road
City, State, Zip: College Park, GA 30349
Name of Account: Trane U.S. Inc.

ACH, EDI & EFT

ABA Routing # 111000012
Account Number: 3750351446

Wires

ABA Routing # 026009593
SWIFT Code # BOFAUS3N
Account Number: 3750351446

Type of Account: Checking
Name on Account: Trane U. S. Inc.
Bank Phone Number: 888-715-1000 Ext 22005
Bank Fax Number: 214-530-3135
Authorized Signature at Bank of America: Amber Sneed
Email address: dedicatedcentralone@bankofamerica.com

Required Payment and Remittance Transmission Information:

Payment and remittance data should be sent electronically to the Bank of America using the ACH CTX format.

Invoice remittance information should be emailed to areft@trane.com



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

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

Prepared For:

School Board of Sarasota County
1960 Landings Blvd
Sarasota, FL 34231
c/o B&I Contractors

Date: January 24, 2024

REVISED

Proposal Number: H5-231591-15387-3

Payment Terms: Net 30 Days

Job Name:

SCSB - Wellen Park HS

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory
Wellen Park High School
11830 Manasota Beach Road
Attn: Yasniel Cabrera
Phone: 239-322-8950

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

CEP Bid

Tag Data - ACRC Air Cooled Chiller (Qty: 3)

Tag(s)	Qty	Description	Model Number
CH-1, 2, 3	3	Ascend (TM) Air-Cooled Chiller	ACRB550

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

Air-Cooled Screw Chiller - Series "C" Model
550 Nominal Tons

Refrigerant Charge R-134A

460/3/60

Invisisound Standard

UL Listed-US/Canadian Safety Standard

ASME Pressure Vessel Code

AHRI Certified

ASHRAE 90.1 - 2016

Standard Cooling

Variable Frequency Drive (1 Compressor/Circuit)

Chil 1-pass

Grooved Pipe with Flange Adaptor

Factory Installed Flow Switch - Set Point 60cm/sec

Factory Insulation - 0.75 inch

High Ambient operation up to 125F

11V Condenser Coil Modules

Aluminum Micro Channel

Corrosion protection coating on condenser coil and exposed cabinetry

EC Condenser Fan Motors

Single Point Unit Power Connection

Circuit Breaker w/ High Fault Rated Control Panel - 65,000 Amp Short Circuit Rating

Reactor (>30% TDD)

Convenience Outlet & Under/Over Voltage

BACnet MS/TP Interface

Elastomeric Isolators (Field Installed)

Start-Up by Factory Authorized Service Technician

Two (2) Operating Inspections During the First Year
 One (1) Annual Shut Down Inspection for Five (5) Years
 (includes annual oil analysis acid test & condenser coil cleaning)
 One (1) Year Parts, Labor & Refrigerant Warranty
 Five (5) Year Compressor Warranty (Parts Only Years 2-5)

Not Included: Off-Loading, Rigging, Condenser Coil Hail Guards, Hurricane Tie-Downs, Extended Warranty, or Owner Training.

Tag Data - Blower coil (Qty: 1)

Tag(s)	Qty	Description	Model Number
BCU-12-1	1	BCXE Blower Coil (BCXE)	BCHE

Qty: 1 Tag(s): BCU-12-1

Horizontal Configuration
 Double wall panels
 Voltage as scheduled
 8 Row Chilled Water Coil
 Polymer drain pan
 Bottom Access Filter Module with 2" Pleated MERV 8 filters (3 Sets)
 Direct drive ECM fan motor
 UC400 BACnet controller
 Condensate Overflow & Low Limit switches
 Discharge Air Sensor
 Wall mounted digital display zone temperature sensor (SP, OALHH, COMM) (Field Installed)
 One (1) Year Parts Warranty

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

Tag Data - Ductless Split (P Series) (Qty: 1)

Tag(s)	Qty	Description	Model Number
AC/CU-12-1	1	12 MBH Ductless Split (P Series)	TRUYA012 --- TPKA0A012

Qty: 1 Tag(s): AC/CU- 12-1

Cooling Only outdoor unit
 Wall Mounted indoor unit
 208-230/1/60
 Venstar, Model II 2900SCH programmable thermostat (Field Installed)
 Thermostat interface (Field Installed)
 BACnet and Modbus interface (Field Installed)
 X87-721 Blue Diamond condensate pump (Field Installed)
One (1) Year Labor Warranty
Five (5) Year Parts Warranty

Not Included: Disconnects, Refrigerant Line Sets, Vibration Isolators, Hurricane Tie-Downs, Corrosion Protection Coatings, or Start-Up.

Tag Data - Trane TR200 Variable Frequency Drive (Qty: 6)

Tag(s)	Qty	Description	Model Number
VFD-PCHP-1, 2, 3 / TESP-1 / SCHP-1, 2	6	TR200 Variable Frequency Drive	TR200

Qty: 6 Tag(s): VFD- PCHP-1, 2, 3 / TESP-1 / SCHP-1, 2

460/3/60
 NEMA 1 enclosure
 Single motor VFD (multiple fan AHUs provided with factory mounted motor overload panel)
 3-Contactor with electromechanical bypass
 Main disconnect switch
100kA SCCR on drive & bypass
Output dV/dt Filter

Dual 5% DC link reactor
 RFI filters
 BACnet interface
Start-Up by Factory Authorized Service Technician
Four (4) Hours Owner Training
Three (3) Year Parts & Labor Warranty

Not Included: Spare Parts.

Campus Bid Package

Tag Data - Indoor Performance Climate Changer (Qty: 23)

Tag(s)	Qty	Description	Model Number
AHU- A1, A2, A3, B1, B2, C1, D1, D2, D3, E1, E2, E3, F1, F2, F3, F4, G1, H1, H2-INV, H3, J1	21	Dual Path Performance Climate Changer	CSAA
AHU-B3	1	Single Path Performance Climate Changer	CSAA
OAU-10	1	Single Path Performance Climate Changer	CSAA

Qty: 21 Tag(s): AHU-A1, A2, A3, B1, B2, C1, D1, D2, D3, E1, E2, E3, F1, F2, F3, F4, G1, H1, H2-INV, H3, J1

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

Two (2) Year Parts & Labor Warranty

Outdoor Air Path

Air mixing section

Access Door
Top or Back parallel blade damper
 2in./4in. combo w/ space for dual sensor
 2" Pleated MERV 8 pre-filters **(3 Sets)**
 4" Cartridge MERV 14 filters **(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 MERV 8 pre-filters **(3 Sets)**
 4" Cartridge MERV 14 filters **(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
 Direct drive plenum fan(s)
Four (4) fans with Motor Overload Panel in NEMA 1 enclosure (AHU-B1, E2)
Two (2) fans with Motor Overload Panel in NEMA 1 enclosure (AHU-D1, D2, D3, E1, E3, G1, H2)
 Single fan (AHU-A1, A2, A3, B2, C1, F1, F2, F3, F4, H1, H3, J1)
 NEMA premium compliant ODP
 Voltage 460/3/60
 Inverter balance with shaft grounding ring(s)

Top rectangular discharge

Qty: 2 Tag(s): AHU-B3, OAU-41

Indoor single path air handling unit
2" Double wall no-through-metal construction with R13 Foam injected insulation
6in. integral base frame

Two (2) Year Parts & Labor Warranty

Air mixing section

Access Door

Top parallel blade damper

2in./4in. combo w/ space for dual sensor

2" Pleated MERV 8 pre-filters **(3 Sets)**

4" Cartridge MERV 14 filters **(3 Sets)**

Chilled Water Coil section

Aluminum fins with copper tubes

Galvanized steel coil casing

Stainless steel drain pan

Access section

Access Door

Supply Fan section

Access Door

Direct drive plenum fan

NEMA premium compliant ODP

Voltage 460/3/60

Inverter balance with shaft grounding ring(s)

Top rectangular discharge

Not Included: Integral Air Flow Monitors, Hydronic Piping Specialties, External Vibration Isolators, or Start-Up.

Tag Data - Blower coil (Qty: 4)

Tag(s)	Qty	Description	Model Number
BCU-G1, J1, J2, J3	4	BCXE Blower Coil (BCXE)	BCHE

Qty: 4 Tag(s): BCU-G1, J1, J2, J3

Horizontal Configuration

Double wall panels

Voltage as scheduled

8 Row Chilled Water Coil

Polymer drain pan

Bottom Access Filter Module with 2" Pleated MERV 8 filters **(3 Sets)**

Direct drive ECM fan motor

UC400 BACnet controller

Condensate Overflow & Low Limit switches

Discharge Air Sensor

Wall mounted digital display zone temperature sensor (SP, OALHH, COMM) (Field Installed)

BCU-G1 Only: 10 kW Electric heat – SCR control, Interlocking disconnect & Heating fuse

One (1) Year Parts Warranty

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

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 218)

Tag(s)	Qty	Description	Model Number
VAV-xx-x	13	Variable Air Volume Single Duct Terminal	VCCF
VAV-xx-x	205	Variable Air Volume Single Duct Terminal	VCEF

All Units

1" Foil faced insulation
 Standard Air Leakage
 SY210 DDC BACnet controller & actuator
 BACnet MSTP Connection
 Disconnect switch
 Power Fuse
 Digital display zone temperature sensor (Field Installed)
 One (1) Year Parts Warranty

Qty: 13 Tag(s): VAV-xx-x

Single duct cooling only terminal as scheduled

Qty: 204 Tag(s): VAV-xx-x

Single duct with 1-stage electric heat as scheduled
 Duct temperature sensor - factory mounted
 277/1/60 or 480/3/60
 24 Volt transformer
 SCR Electric Heat Control

Not Included: 24 Volt Transformers for Cooling

Tag Data - Split System Air Conditioning Units (Small) (Qty: 5)

Tag(s)	Qty	Description	Model Number
AH/CU-D1, D2	2	2.5 Ton Split System	4TTR4030N1 --- GAM5B0B30M21
AH/CU-D3, E1	2	3 Ton Split System	4TTR4036N1 --- GAM5B0B36M31
AH/CU-F1	1	5 Ton Split System	4TTR4060N1 --- GAM5B0C60M51

Qty: 5 Tag(s): AH/CU-D1, D2, D3, E1, F1**Split System Cooling Outdoor Unit**

200-230/1/60

Multi-poise 4-way Air Handler

Multi-speed ECM fan motor

208-230/1/60 (AH-F1: 208/3/60)

Electric heat as scheduled (Field Installed)

1" Pleated MERV 8 filters (**3 Sets**)

Low Ambient head pressure control (Field Installed)

Evaporator defrost control (Field Installed)

Crankcase heater kit (Field Installed)

Anti-short cycle timer (Field Installed)

7-Day Touchscreen Programmable thermostat (Field Installed)

One (1) Year Parts & Labor Warranty

Five (5) Year Compressor Warranty (Parts Only Years 2-5)

Not Included: Disconnects, Vibration Isolators, Hanger Rods, Equipment Stands, Auxiliary Drain Pans, Float Switches, Hurricane Tie-Downs, Corrosion Protection Coatings, or Start-Up.

Tag Data - Ductless Split (M Series) (Qty: 2)

Tag(s)	Qty	Description	Model Number
AC/CU-A1-1	1	12 MBH Ductless Split (M Series)	NTXSKS12 --- NTXCKS12
AC/CU-A1-2	1	15 MBH Ductless Split (M Series)	NTXSKS15 --- NTXCKS15

Qty: 2 Tag(s): AC/CU-A1-1, A1-2

Heat pump outdoor unit
 2x2 4-Way Ceiling Cassette indoor unit
 208-230/1/60
 Ceiling cassette grille (Field Installed)
 Venstar, Model II 2900SCH programmable thermostat (Field Installed)
 Thermostat interface (Field Installed)
 BACnet and Modbus interface (Field Installed)
 X87-721 Blue Diamond condensate pump (Field Installed)
 Low ambient wind baffle (Field Installed)
One (1) Year Labor Warranty
Five (5) Year Parts Warranty
Seven (7) Year Compressor Warranty (Parts Only Years 2-7)

Not Included: Disconnects, Refrigerant Line Sets, Vibration Isolators, Hurricane Tie-Downs, Corrosion Protection Coatings, or Start-Up.

Tag Data - Ductless Split (P Series) (Qty: 22)

Tag(s)	Qty	Description	Model Number
AC/CU-A2-1, C1-1, D1-1, D2-1, D3-1	5	18 MBH Ductless Split (P Series)	TRUYA018 --- TPKA0A018
AC/CU-B2-1, D1-2, E1-1, F1-2, F1-3, 9-1, 10-1A, 10-1B, 11-1, 11-2	10	12 MBH Ductless Split (P Series)	TRUYA012 --- TPKA0A012
AC/CU-E1-2, E2-1, F1-1, G2-1	4	24 MBH Ductless Split (P Series)	TRUYA024 --- TPKA0A024
AC/CU-E3-1	1	30 MBH Ductless Split (P Series)	TRUYA030 --- TPKA0A030
AC/CU-H1-1	1	36 MBH Ductless Split (P Series)	TRUYA036 --- TPKA0A036

Qty: 21 Tag(s): AC/CU-A2-1 thru 11-2

Cooling Only outdoor unit
 Wall Mounted indoor unit
 208-230/1/60
TAR-40MAAU programmable thermostat (Field Installed)
 Thermostat interface (Field Installed)
 BACnet and Modbus interface (Field Installed)
 X87-721 Blue Diamond condensate pump (Field Installed)
One (1) Year Labor Warranty
Five (5) Year Parts Warranty
CU-10-1 serves both AH-10-1A and 10-1B

Not Included: Disconnects, Refrigerant Line Sets, Vibration Isolators, Hurricane Tie-Downs, Corrosion Protection Coatings, or Start-Up.

Tag Data - Trane TR200 Variable Frequency Drive (Qty: 23)

Tag(s)	Qty	Description	Model Number
VFD-AHU-xx / OAU-41	23	TR200 Variable Frequency Drive	TR200

Qty: 23 Tag(s): VFD-AHU-xx/ OAU-41

460/3/60

NEMA 1 enclosure

Single motor VFD (multiple fan AHUs provided with factory mounted motor overload panel)

3-Contactor with electromechanical bypass

Main disconnect switch

100kA SCCR on drive & bypass**Output dV/dt Filter**

Dual 5% DC link reactor

RFI filters

BACnet interface

Start-Up by Factory Authorized Service Technician**Four (4) Hours Owner Training****Three (3) Year Parts & Labor Warranty****Not Included:** Spare Parts.**Tag Data - Warren Electric Duct Heaters (Qty: 23)**

Tag(s)	Qty	Description	Model Number
EDH-xx-x	23	Warren Electric Duct Heater	CBK

Qty: 23 Tag(s): EDH-A1-1 thru 41-1

Aluminized steel construction

480/3/60

KW as scheduled

SCR Controls with 0-10V interface

8020 Nickel chrome element & Stainless steel element connections

Disconnecting contactors, Fan interlock relay, Transformer with primary fusing, Manual reset high limit

Pilot lights (Control Circuit On – Power On)

Door-interlock disconnect switch

Dust tight insulated control panel with hinged lid

Not Included: Vibration Isolators, Hanger Rods, Start-Up, or Labor Warranty.**Total Net Price for CEP & Campus Base Equipment as Listed Above****(State and Local Taxes are Excluded)\$2,725,680.**

Sincerely,

Robert Barton**Trane U.S. Inc.**

902 N. Himes Avenue

Tampa, FL 33609

Office Phone: (813) 877-8251

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

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

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 AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer 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 counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, 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. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. 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. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. 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.

6. 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.

7. 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.

8. 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. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. 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.

10. 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.

11. 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.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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)

18. 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.

19. 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, INCLUDING CONTAMINANTS LIABILITIES, 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.

20. CONTAMINANTS 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 COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. 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.

22. 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 Company; 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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. 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. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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 COMPANY 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, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. **Acceptance.** 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES 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 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment 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.

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. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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.

8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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 COMPANY 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, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. **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 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.

10. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. 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 any rights of subrogation.

11. Customer 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, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, 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.

13. CONTAMINANTS 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 COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. 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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site 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.

21. 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.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment 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).

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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment 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.

23. 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.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)



March 19, 2024 Board Meeting
Agenda Item 16.

Title

ITEM MOVED TO NEW BUSINESS: APPROVAL OF FINANCIAL ADVISORY COMMITTEE MEMBERS

Description

Board Policy Chapter 2.271 provides that each Board member shall appoint one of the seven appointees.

Gap Analysis

By appointing members of the Financial Advisory Committee the Board is in compliance with Board Policy 2.271 and meets the oversight requirement of referendum language.

Previous Outcomes

Previous committee members have served for extended terms and membership has declined.

Expected Outcomes

That the two existing FAC members (Scott Pinkerton and Taylor Collins) will be appointed by two Board Members.

Strategic Plan Goal

NA

Recommendation

That the Board appointed community members for the Financial Advisory Committee be approved as presented:

- Karen Rose appointed Eric Robinson
- Tom Edwards appointed Jennifer Johnston
- Robyn Marinelli appointed Atticus Frank

Contact Information

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
FAC Operating Procedures	3/7/2024	Backup Material
Financial Advisory Committee Policy	3/7/2024	Backup Material

School Board Financial Advisory Committee (SBFAC)
Operating Procedures

1. Purpose:

The SBFAC is a citizen-based, independent group of individuals that serves at the pleasure of the Superintendent and the School Board members of Sarasota County. The Committee serves in an advisory and oversight capacity and as a resource of the School Board and the Superintendent on financial matters. The Committee's role includes:

- Oversight, review of financial reports, and monitoring the use of referendum revenue.
- Oversight, review of financial reports, and monitoring the use of sales tax revenue.
- Review of capital expenditure proposals.
- Periodic review of financial reports, statements and audits as presented by School Board staff or outside agencies.
- A review of other areas of financial concerns that may be brought forward by a committee member, a member of the public, the Superintendent or the School Board members.
- Communicating and reporting to the public as needed.
- Reporting to the School Board members at a public meeting annually to include its findings on the spending of the referendum revenue.

2. Structure:

- The SBFAC shall consist of ten (10) members, each of whom shall serve for a term of three years.
- Members shall be eligible for reappointment for up to a maximum of three terms.
- The SBFAC shall elect a chairman and a vice-chairman annually from among the members of the Committee.
- A quorum shall consist of fifty percent (50%) of the appointed members.
- Members who miss more than two consecutive meetings or more than three meetings during the year may be replaced with another appointee.
- Vacancies on the committee shall be filled using the following procedures:
 1. The Chairperson of SBFAC will submit to the Superintendent the number of vacancies anticipated and any special qualifications for nominees.
 2. A nomination list will be developed from the recommendations of the Superintendent, the current SBFAC and each School Board member has the option to nominate one person.
 3. The Superintendent shall recommend from the nominations list those names, which will go to the School Board for approval.
- The Committee year shall be the fiscal year of the School Board – July 1 to June 30.

3. Meetings:

The SBFAC shall meet on the 2nd Thursday of each quarter starting in August of each school year (August, November, February, and May) from 8:00 - 9:30 a.m. The Chairman or the Superintendent may call special meetings as needed.

4. Communications:

- The SBFAC works at the pleasure of the School Board of Sarasota County and the Superintendent.
- The Superintendent shall assign a staff member to the Committee Liaison.
- The CFO's Assistant shall send out meeting notices, take notes of meetings, assist the chairman in developing the meeting agenda, keep an attendance roster, provide requested information to committee members and provide other assistance as requested by the Superintendent.
- All communications to the public about Committee activities shall be from the chairman, or in his or her absence, the vice-chairman.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

FINANCIAL ADVISORY COMMITTEE

- I. The Board has created an independent citizen's financial oversight committee herein called the Financial Advisory Committee (Committee) as required by referendum to perform the duties listed below. The Committee shall be governed by rules and procedures set forth in this section.
- II. Purpose, Responsibility, and Organization
 - A. The purpose of the Committee is to:
 1. Review and provide input on financial issues that impact, or may impact, the current and projected financial health of the school district as needed and directed by the Board or may be brought forward by a committee member, a member of the public, the Superintendent or the School Board members.
 2. Oversight, review of financial reports, and monitoring the use of referendum revenue.
 3. Oversight, review of financial reports, and monitoring the use of sales tax revenue.
 4. Review of capital expenditure proposals.
 5. Periodic review of financial reports, statements and audits as presented by School Board staff or outside agencies.
 6. Communicating and reporting to the public as needed.
 7. Reporting to the School Board members at a public meeting annually to include its findings on the spending of the referendum revenue and any other financial topics requested by the Board.
 - B. The Committee will be comprised of seven (7) voting members as well as the District's Chief Financial Officer, who will serve the Committee in an advisory, non-voting capacity. Orientation shall be provided to new committee appointees. This orientation will provide an overview of the operations and financial reporting of the school district.
 - C. Each School Board member shall recommend the appointment of one of the seven appointees. All appointees shall be approved by the Board. All appointees shall be residents of Sarasota County. The initial term of each appointee approved by the Board shall run concurrently with the then-existing term being served by the Board member who recommends the appointee - i.e., District 1, 4, and 5 Board member's terms through November 2026 and District 2 and 3 Board member's terms through November 2024. After the expiration of each appointee's initial term, the then-Board member shall recommend the appointment of a appointee who, upon approval by the Board, shall serve up to four (4) years, concurrent with the term of the respective Board member who recommends them. This process will repeat with each Board election, or more frequently if needed, as applicable for each District.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- D. The Financial Advisory Committee shall appoint two members of the Committee each with a term of three years.
- E. In accordance with §112.313, Florida Statutes, and pertinent opinions of the Florida Commission on Ethics, voting Committee members and any business entities in which such members have a direct financial interest will not do business with the district during such members' terms. If it is determined that a voting Committee member has a conflict of interest, then an exception can be submitted from the Committee, for consideration of approval or removal by the majority vote of the School Board.
- F. The Superintendent will be invited to all meetings and will be included in all communications of the Committee.
- G. The Board will provide adequate support to the Committee to discharge its responsibilities, including providing notices of meeting, agendas, and necessary administrative support. Committee activities shall be reported to the Board on a regular basis.

III. Meetings

The Committee will meet quarterly starting in August of each year (August, November, February, and May) or more often if needed. All committee and subcommittee meetings are governed by the Sunshine Law as required by Florida law.

STATUTORY AUTHORITY:

LAW(S) IMPLEMENTED:

HISTORY:

ADOPTED:



March 19, 2024 Board Meeting
Agenda Item 17.

Title

ITEM MOVED TO A FUTURE AGENDA: APPROVAL OF AUDIT SELECTION COMMITTEE MEMBER

Description

Board Policy 2.29 provides for an Audit Selection Committee with members appointed for each district by their respective Board Member, and a Board Member to serve as Chair as approved by the Board. Per policy, an appointment is required for a Board representative for District 2.

Gap Analysis

Previous Outcomes

District 2 will need a representative to fill the vacancy of Eric Robinson, who will serve as the Audit Selection Committee's Certified Public Accountant (CPA).

Expected Outcomes

That Thomas Chaffee represent District 2 on the Audit Selection Committee.

Strategic Plan Goal

Recommendation

That the vacancy for the District 2 Representative on the Board's Audit Selection Committee be filled by Thomas Chaffee be approved as presented.

Contact Information

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
Policy 2.29	3/1/2024	Cover Memo

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

AUDITOR SELECTION COMMITTEE

2.29

- I. The Board has created an Auditor Selection Committee, which reports to the Board, and shall perform the duties listed below. The Committee shall be governed by rules and procedures set forth in this section.
- II. Purpose, Responsibility, and Organization
 - A. The purpose of the Committee is to:
 1. Assist the School Board in selecting an auditor to conduct the annual financial audit and to perform all the functions described in Section 218.391, Florida Statutes.
 2. Review findings and management responses in audit reports of Board operations and provide advice and recommendations to the Board for correcting deficiencies.
 3. Provide advice and recommendations to the School Board on initiatives to improve operational efficiencies in order to incorporate business experience and best practices in action plans.
 - B. The Committee will be comprised of seven (7) members as described in paragraphs 1-3 below:
 1. Five (5) community appointees
 2. The Chair of the School Board or his/ her designee. Any designee must be a member of the School Board.
 3. A Florida licensed Certified Public Accountant (identified hereinafter as the "CPA Member") who must be either a resident of, or practicing accountancy in, Sarasota County.
 4. Additionally, the District's Chief Financial Officer shall serve the Committee in an advisory capacity.
 - C. Each School Board member shall recommend the appointment of one of the five community appointees. All community appointees shall be approved by the Board. All community appointees shall be residents of Sarasota County. The initial term of each community appointee approved by the Board shall run concurrently with the then-existing term being served by the Board member who recommends the appointee - i.e., District 1, 4, and 5 Board member's terms through November 2022 and

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

District 2 and 3 Board member's terms through November 2020. After the expiration of each community appointee's initial term, the then-Board member shall recommend the appointment of a community appointee who, upon approval by the Board, shall serve for four (4) years, concurrent with the term of the respective Board member who recommends them. This process will repeat with each Board election, as applicable for each District.

- D. The Chair of the School Board or his/her designee shall serve as the Chair of the Committee.
- E. The CPA Member shall be a Florida licensed Certified Public Accountant in good standing, and must either reside in, or practice accountancy in, Sarasota County. The nomination of the CPA Member may be made by any School Board Member. If more than one qualified CPA Member is nominated to serve on the committee, then the School Board by majority vote of quorum present shall decide the CPA Member who shall serve. The CPA Member shall serve a term in office of four (4) years, and the term shall run regardless of the term of any School Board Member. The CPA Member, and his or her firm or business, may not perform any accounting or audit work for the School Board or School District of Sarasota County, for any form of compensation during such time that the CPA Member serves on the Auditor Selection Committee. This rule does not preclude any one or more of the five community appointees from also being certified public accountants, but in such event the CPA and his or her firm will be precluded from providing audit or accounting services to the same extent as the CPA Member is precluded.
- F. All community appointees and the CPA Member serve in a voluntary capacity. Any community appointee or the CPA Member may be removed by majority vote of the School Board.
- G. In accordance with §112.313, Florida Statutes, and pertinent opinions of the Florida Commission on Ethics, voting Committee members and any business entities in which such members have a direct financial interest will not do business with the district during such members' terms. If it is determined that a voting Committee member has a conflict of interest, then an exception can be submitted from the Committee, for consideration of approval or removal by the majority vote of the School Board.
- H. The Superintendent will be invited to all meetings and will be included in all communications of the Committee.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- I. The Board will provide adequate support to the Committee to discharge its responsibilities, including providing notices of meeting, agendas, and necessary secretarial support. Committee activities shall be reported to the Board on a regular basis.

III. Meetings

The Committee will meet as needed and as called by the Chair. Four (4) voting members will constitute a quorum at all meetings. In the case of special circumstances, the Committee Chair or a majority of the Committee members may call special meetings as required with proper notice. Committee meetings are to be conducted under the Robert's Rules of Order, and in addition, all committee and subcommittee meetings are governed by the Sunshine Law as required by Florida law.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.42(12), 218.391 F.S.

HISTORY:

ADOPTED: 11/19/19



March 19, 2024 Board Meeting
Agenda Item 18.

Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY CATALOG SOLUTIONS

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis

As a public education agency, the deployment of a next-gen, robust firewall holds paramount importance in ensuring the integrity, security, and efficiency of Sarasota County Schools' digital infrastructure. The Information Technology Department has taken significant time to research and identify a firewall solution that meets the current and future needs of the district as it relates to: protection against cyber threats, preservation of data integrity & privacy, content filtering & compliance management, and optimization of network performance.

A next-gen, robust firewall serves as the first line of defense against an array of cyber threats prevalent in today's digital landscape. It acts as a barrier, meticulously scrutinizing incoming and outgoing network traffic to intercept and neutralize malicious entities such as viruses, malware, and unauthorized access attempts.

Safeguarding sensitive student and staff data is of utmost concern. A firewall plays a pivotal role in preserving data integrity and privacy by regulating access to confidential information and thwarting unauthorized attempts to breach the district's network perimeter. This ensures compliance with stringent data protection regulations and fosters trust among stakeholders.

Beyond security measures, a next-gen firewall enables granular control over internet access, allowing school leaders to implement content filtering policies tailored to the educational environment. By selectively restricting access to inappropriate or non-educational content, the firewall helps maintain a safe and conducive online environment for students while aligning with regulatory compliance requirements.

Efficient network performance is essential for seamless delivery of educational resources and administrative functions. Through sophisticated traffic management capabilities, a robust firewall optimizes bandwidth utilization, prioritizes critical network traffic, and mitigates bottlenecks, thereby ensuring uninterrupted access to online learning tools and resources.

The adoption of a next-gen, robust firewall represents a strategic imperative for fortifying cyber defenses, protecting sensitive data, fostering regulatory compliance, optimizing network performance, and mitigating cybersecurity risks. By investing in robust cybersecurity infrastructure, our schools can cultivate a safe, resilient, and conducive digital learning environment conducive to student success and institutional excellence.

Previous Outcomes

The previous purchase for the district's firewall solution was approved as presented. The firewall met the intended needs and objectives of the district during its anticipated lifecycle along with meeting the unanticipated needs through the COVID-19 pandemic.

Expected Outcomes

The purchase of the district's firewall appliances with 3 years of support and maintenance should be approved as presented. The support and maintenance for these firewall appliances can be extended beyond the 3 years if the firewalls continue to meet the needs of the district at that time.

Strategic Plan Goal

Recommendation

That the cooperative contracts awarded to SHI International for the anticipated purchase of materials and/or services be approved as presented.

Contact Information

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact

Not to exceed: \$1,150,000.00
The funds for these purchases are contained in the budgets allocated to the Information Technology Department. Funding Source: Capital Budget within IT Department Budget

ATTACHMENTS:

Description	Upload Date	Type
3.19.24Cooperative - SHI PA Firewall REC	3/4/2024	Cover Memo



Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

MEMORANDUM

TO: Members of the School Board
Terrence Connor, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY CATALOG SOLUTIONS

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: As a public education agency, the deployment of a next-gen, robust firewall holds paramount importance in ensuring the integrity, security, and efficiency of Sarasota County Schools' digital infrastructure. The Information Technology Department has taken significant time to research and identify a firewall solution that meets the current and future needs of the district as it relates to: protection against cyber threats, preservation of data integrity & privacy, content filtering & compliance management, and optimization of network performance.

A next-gen, robust firewall serves as the first line of defense against an array of cyber threats prevalent in today's digital landscape. It acts as a barrier, meticulously scrutinizing incoming and outgoing network traffic to intercept and neutralize malicious entities such as viruses, malware, and unauthorized access attempts.

Safeguarding sensitive student and staff data is of utmost concern. A firewall plays a pivotal role in preserving data integrity and privacy by regulating access to confidential information and thwarting unauthorized attempts to breach the district's network perimeter. This ensures compliance with stringent data protection regulations and fosters trust among stakeholders. Beyond security measures, a next-gen firewall enables granular control over internet access, allowing school leaders to implement content filtering policies tailored to the educational environment. By selectively restricting access to inappropriate or non-educational content, the firewall helps maintain a safe and conducive online environment for students while aligning with regulatory compliance requirements.

Efficient network performance is essential for seamless delivery of educational resources and administrative functions. Through sophisticated traffic management capabilities, a robust

firewall optimizes bandwidth utilization, prioritizes critical network traffic, and mitigates bottlenecks, thereby ensuring uninterrupted access to online learning tools and resources. The adoption of a next-gen, robust firewall represents a strategic imperative for fortifying cyber defenses, protecting sensitive data, fostering regulatory compliance, optimizing network performance, and mitigating cybersecurity risks. By investing in robust cybersecurity infrastructure, our schools can cultivate a safe, resilient, and conducive digital learning environment conducive to student success and institutional excellence.

PREVIOUS OUTCOMES: The previous purchase for the district's firewall solution was approved as presented. The firewall met the intended needs and objectives of the district during its anticipated lifecycle along with meeting the unanticipated needs through the COVID-19 pandemic.

EXPECTED OUTCOMES: The purchase of the district's firewall appliances with 3 years of support and maintenance should be approved as presented. The support and maintenance for these firewall appliances can be extended beyond the 3 years if the firewalls continue to meet the needs of the district at that time.

STRATEGIC PLAN GOAL:

CONTACT: Joe Binswanger, joe.binswanger@sarasotacountyschools.net
Chris Renouf, chris.renouf@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$1,150,000.00

The funds for these purchases are contained in the budget allocated to the Information Technology Department. Funding Source: Capital Budget within IT Department Budget

RECOMMENDED MOTION: That the cooperative contracts awarded to SHI International for the anticipated purchase of materials and/or services be approved as presented.

PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	<u>NAME OF OTHER ENTITIES BIDS</u>	<u>REASON</u>	<u>AWARDED VENDORS</u>	<u>NOT TO EXCEED AMOUNT</u>
Information Technology	Omnia RFP for Information Technology Solutions & Services	For the purchase of Palo Alto Firewall Appliances with three year support and maintenance	SHI International	\$1,150,000.00



March 19, 2024 Board Meeting
Agenda Item 19.

Title

APPROVAL OF REQUEST TO ADVERTISE REMOVAL OF SCHOOL BOARD POLICIES 3.23, 4.21, 5.325, AND 5.55

Description

Approval of request to advertise removal of the following School Board Policies:

- Policy 3.23 Emergencies
- Policy 4.21 Textbook Adoption
- Policy 5.325 Dating Violence and Abuse
- Policy 5.55 Notice of Involuntary Examination

Gap Analysis

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before to formally remove these policies.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After expiration of the required 28-day advertisement period, the Board will be asked to formally remove these policies as early as the April 16, 2024 Board Meeting

Policy 3.23 is now covered more thoroughly in the revised safety policies discussed at the February 20, 2024 workshop and advertised for adoption at the April 5, 2024 meeting.

Policy 4.21 is covered more thoroughly in Policy 4.22, which the Board adopted on January 16, 2024.

Policy 5.325 is covered more thoroughly in Policy 2.72, which the Board adopted on December 12, 2023.

Policy 5.55 is covered more thoroughly in Policy 3.14, which the Board adopted on January 16, 2024.

Previous Outcomes

These policy were all previously adopted by the Board but are now no longer needed due to updates to similar policies.

Expected Outcomes

Upon formal removal of these policies after the required 28-day advertisement period and a final Board vote, they will be removed from our list of policies to avoid confusion with similar updated policies.

Strategic Plan Goal

Recommendation

That the request to advertise the removal of School Board Policies 3.23, 4.21, 5.325, and 5.55 be approved as presented.

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Financial Impact

ATTACHMENTS:

Description	Upload Date	Type
Policy 3.23 Emergencies	3/5/2024	Cover Memo
Policy 4.21 Textbook Adoption	3/5/2024	Cover Memo
Policy 5.325 Dating Violence and Abuse	3/5/2024	Cover Memo
Policy 5.55 Notice of Involuntary Examination	3/5/2024	Cover Memo

CHAPTER 3.00 - SCHOOL ADMINISTRATION

EMERGENCIES

3.23

- I. In case of an emergency involving the welfare and safety of students, employees, or visitors, the Superintendent or designee may suspend any part of these regulations; provided, that he/she shall report the fact of and the reason for suspension at the next meeting of the School Board; and provided further, that the suspension shall expire at the time of such report unless continued in effect by actions of the School Board.
- II. In case of an emergency, the Superintendent may close any school or all schools. The members of the School Board shall be informed immediately of any event or condition which requires the closing of a school or the schools of the District, and, where the public interest requires board action, the Superintendent shall call a special meeting of the Board.

When an emergency exists affecting the health, safety, or welfare of the students, the principal may dismiss the school. Any such early dismissal shall be reported immediately by the Superintendent to the School Board together with the reasons therefore.

- III. In any case or condition not covered by these regulations, the Superintendent shall base the decision on his/her best judgment.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.33, 1001.43(7), 1001.51, 1006.07, F.S.

HISTORY:

ADOPTED: 08/21/01
REVISION DATE(S): 06/17/14, 12/10/18
FORMERLY: 1.303, 2.105

NOTES:

TEXTBOOK ADOPTION

4.21

The School Board shall be legally responsible for the adoption of instructional materials used in the operation of district schools. Responsibility for the management of the materials is that of the principal of the school. The principal is also responsible for assuring that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed and for effectively communicating to parents, as defined by Florida Statutes, the manner in which instructional materials are used to implement the curricular objectives of the school.

- I. The following standards will be used to determine the propriety of textbooks for selection:
 - A. The age of the children who normally could be expected to have access to the material,
 - B. The educational purpose to be served by the material, with priority being given to the selection of materials that encompass state and district performance standards,
 - C. The consideration of the racial, ethnic, socioeconomic, and cultural diversity of the district,
 - D. The degree to which the material would be supplemented and explained as part of normal classroom instruction.

Consideration should be given to recommendations made by adoption committees who have reviewed the available materials in a subject area. No books or other material containing pornography or other material prohibited by FS 847.012.

- II. No school may participate in a pilot program of materials being considered for adoption by the state during the eighteen (18) months prior to the official adoption of the materials by the Commissioner of Education. However, publishers, manufacturers, and/or agents are not prohibited from supplying sample copies of materials necessary for examination and review as part of the selection process.
- III. The Supervisor of Instructional Materials will provide to the Superintendent or his/her designee prior to April 1 a list of selected materials planned for purchase for a subject during the first three (3) years of the state adoption cycle. If non-adopted materials are selected, a list of the titles and publishers will be provided with documentation that the selections and reasons for the selections have been reviewed and approved by the appropriate textbook adoption committee.

CHAPTER 4.00 – CURRICULUM AND INSTRUCTION

- IV. The Superintendent or designee shall notify the Department of Education by April 1 of each year the state-adopted instructional materials that will be requisitioned for use in the District.
- V. The principal is to collect from each pupil or the pupil's parent or guardian the purchase price of any instructional material the pupil has lost, destroyed, or unnecessarily damaged and to report and transmit such amounts collected to the Executive Director of Finance. Upon reasonable effort by the principal to collect the sum, failure to satisfy the debt may result in the suspension of the pupil from participation in extracurricular activities or satisfaction of the debt by the pupil through community service activities at the school site as determined by the principal. The principal may not delay the transfer of a pupil's permanent record or delay the awarding of grades due to failure of payment of assessment on lost, destroyed, or damaged materials.
- VI. The district instructional materials office, when requested by the parent of a pupil in the school, shall sell to the parent any instructional materials used in the school, for the District's purchase price, plus 10% shipping as specified in School Board Rule 4.23, with the exception being that this applies to student materials only. In no case shall teacher materials be provided to parents or residents of the county.
- VII. All money collected from the sale, loss, or damage of instructional materials shall be transmitted to the Finance Department to be deposited in the District school fund and added to the District appropriation for instructional materials.
- VIII. Principals shall see that all books are fully and properly accounted for annually.
- IX. Instructional materials purchased by the District School Board on behalf of dual enrollment pupils shall become the property of the School Board. The Instructional Materials office is to collect from each dual enrollment pupil or the pupil's parent or guardian the purchase price of any instructional material the pupil has lost, destroyed, or unnecessarily damaged and to report and transmit such amounts to the Finance Department.
- X. District-Adopted Textbooks and Instructional Materials - A District-adopted list identifying all School Board approved textbooks and instructional materials shall be made available on the District website or school website where applicable.

CHAPTER 4.00 – CURRICULUM AND INSTRUCTION

- A. For middle and high school courses requiring supplemental reading, a list of such materials outside of the locally adopted texts/series, will be provided to parents/guardians in advance of classroom use to enable them to request alternative material should they deem it necessary.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1006.28, 1006.283, 1006.31, 1006.32, 1006.42 F.S

HISTORY: **ADOPTED:** 08/21/03
REVISION DATE(S): 07/13/04, 05/17/05, 09/05/06, 01/16/07, 09/01/09, 04/02/19, 10/18/22
FORMERLY: 8.209

NOTES:

CHAPTER 5.00 – STUDENTS

DATING VIOLENCE AND ABUSE

5.325*

It is the policy of the Sarasota School District that all of its students and school employees have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation.

I. Definitions

- A. *Teen dating violence* is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past intimate relationship to exert power and control over another when one or both of the partners is a teenager.
- B. *Abuse* is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.

II. Reporting Teen Dating Violence or Abuse

- A. The principal or designee shall be responsible for receiving complaints alleging violations of this policy.
- B. All school employees are required to report alleged violations of this policy to the principal or designee.
- C. In addition to reporting the incident to the principal or designee, if a district employee or agent has reason to suspect that an alleged violation of this policy might constitute a crime, the district employee or agent shall also immediately report the complaint to law enforcement. Any uncertainty regarding whether an alleged violation might constitute a crime must be resolved in favor of reporting the incident to law enforcement.
- D. All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or designee.

CHAPTER 5.00 – STUDENTS

- E. In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.
- F. The principal shall establish and prominently publicize to students, staff, volunteers, and parents how a report of dating violence and abuse may be filed either in person or anonymously and how this report will be acted upon.
- G. The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.
- H. Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.
- I. Any written or oral report of an act of dating violence and abuse shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- J. Incidents of teen dating violence and abuse shall be filed within ten (10) school days of the alleged incident or having knowledge of the incident.

III. Investigations

- A. The principal or designee shall select a staff member employed at the school and trained in investigative procedures to initiate the investigation. The staff member may not be the accused perpetrator or victim.
- B. Documented interviews of the victim, alleged perpetrator and witnesses shall be conducted privately and separately. All interviews are confidential. Each individual (victim, alleged perpetrator and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- C. The investigative process shall be completed within ten (10) school days from the time the report is filed.

CHAPTER 5.00 – STUDENTS

- D. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of teen dating violence and/or abuse and the investigative procedures that follow. School employees shall refrain from sharing confidential student information with other school employees, students, or community members, unless disclosure is required by law or is necessary to protect the student's safety. Any notification made must be consistent with the student's privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
- E. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

IV. Discipline

- A. Immediate action shall be taken to eliminate the behavior.
- B. Disciplinary action shall be taken based on the circumstances of the behavior(s).
- C. Discipline shall be consistent with the provisions of the *Code of Student Conduct*.
- D. If a crime has been committed, the appropriate law enforcement agency shall be immediately notified.

V. Restraining Orders

- A. If an order of protection has been issued, the student or his/her parent(s) should inform the school immediately.
- B. The investigator will contact the abuser and his/her parent(s) to initiate a contract to stay away from the victim, consistent with the terms of the order, with penalties for known violations of the contract.
- C. The principal or district administrator will notify law enforcement immediately if he/she has a reasonable belief that a criminal or civil restraining order has been violated.
- D. The school resource officer and/or security officer will respond immediately to a report of a violation of a criminal or a civil restraining order.

CHAPTER 5.00 – STUDENTS

VI. Support Services for the Victim

The school shall provide a victim of dating violence and abuse with support services that may include but are not limited to

- A. A contract with the offender to stay away from the victim while on school grounds, on school transportation and during school sponsored programs and events;
- B. Reasonable accommodations, such as class schedule changes;
- C. If needed, the school will assist the student in creating an alternative education plan for the student such as transferring to a different school or the ability to make up school work missed due to dating violence.
- D. Security protection, such as safe egress/regress from school and within the school;
- E. Timely and comprehensive investigation of dating violence and abuse complaints.
- F. Information and assistance in securing intervention which includes assistance and support provided to parents/legal guardians, if deemed necessary and appropriate.
- G. Referrals for outside support and/or counseling.

VII. Methods of Intervention with the Alleged Perpetrator

- A. Allow the alleged perpetrator to respond in writing to the allegations.
- B. Identify and implement interventions that will be taken to prevent further incidents.
- C. Refer the alleged perpetrator and parents/legal guardians to help and support available at the school and within the community.
- D. Address the seriousness of retaliations against the victim for reporting the incident or cooperating with the investigation. Inform the alleged perpetrator that retaliation or threats of retaliations in any form designed to intimidate the victim of dating violence or abuse, those who are witnesses, or those who investigate an incident, shall not be tolerated.

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- E. Provide for increased supervision of the alleged perpetrator.
- F. Document the meeting and action plans.

VIII. Curriculum

- A. The health education curriculum for students in grades 7 through 12 shall include dating violence and abuse. The teen dating violence and abuse component shall include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.
- B. The curriculum shall have an emphasis on prevention-based education.

IX. Training

- A. Teachers, administrators, counselors, instructional assistants, school nurses and other nonteaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.
- B. Students, parents and school volunteers shall also be given instruction related to teen dating violence and abuse.
- C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.
- D. The instruction shall include evidence-based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.

HISTORY:

ADOPTED: 12/07/21
REVISION DATE(S): _____
FORMERLY: NEW

CHAPTER 5.00 – STUDENTS

NOTIFICATION OF INVOLUNTARY EXAMINATION

5.55*+

- I. When there is a student crisis situation, school or law enforcement personnel must make a reasonable attempt to contact, either in person or using telehealth, a mental health professional who may initiate an involuntary examination pursuant to section 394.463, unless the child poses an imminent danger to themselves or others.
- II. The principal or designee shall exercise reasonable diligence and care to make contact with the parent, as defined by law, before the student who is removed from school, school transportation, or a school-sponsored activity is to be taken to a receiving facility for an involuntary examination.
 - A. Methods of communication to contact the student's parent or other known emergency contact include but are not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student.
 - B. The method and number of attempts made to contact the student's parent or other known emergency contact and the outcome of each attempt must be documented.
 - C. If an emergency contact is notified, the principal/designee may only share the information necessary to alert such contact that the parent must be contacted.
- III. The principal or designee may delay the required notification to the parent for up to twenty-four (24) hours provided a report has been submitted to the central abuse hotline due to knowledge or suspicion of abuse, abandonment, or neglect and:
 - A. the delay is considered in the student's best interest or
 - B. it is reasonably believed to be necessary to avoid jeopardizing the health and safety of the student.

CHAPTER 5.00 – STUDENTS

- IV. Before contacting a law enforcement officer, a principal or designee must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.
- V. The Superintendent shall develop procedures for the notification of parents and for reporting, if appropriate, alleged child abuse, abandonment, or neglect to the central abuse hotline when a student is taken to a facility for an involuntary examination. The procedures shall be contained in the *Health Services Manual*. The Superintendent shall annually report to the Department of Education the number of involuntary examinations, as defined in section 394.455, F.S., initiated at a school, on school transportation, or at a school-sponsored activity.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:

ADOPTED: 12/07/21
REVISION DATE(S): _____
FORMERLY: NEW



March 19, 2024 Board Meeting
Agenda Item 20.

Title
APPROVAL OF FINANCIAL ADVISORY COMMITTEE MEMBERS

Description
Board Policy Chapter 2.271 provides that each Board member shall appoint one of the seven appointees.

Gap Analysis
By appointing members of the Financial Advisory Committee the Board is in compliance with Board Policy 2.271 and meets the oversight requirement of referendum language.

Previous Outcomes
Previous committee members have served for extended terms and membership has declined.

Expected Outcomes
That the two existing FAC members (Scott Pinkerton and Taylor Collins) will be appointed by two Board Members.

Strategic Plan Goal
NA

Recommendation
That the Board appointed community members for the Financial Advisory Committee be approved as presented:

- Karen Rose appointed Eric Robinson
- Tom Edwards appointed Jennifer Johnston
- Robyn Marinelli appointed Atticus Frank

Contact Information
BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact
N/A

ATTACHMENTS:

Description	Upload Date	Type
FAC Operating Procedures	3/7/2024	Backup Material
Financial Advisory Committee Policy	3/7/2024	Backup Material

School Board Financial Advisory Committee (SBFAC)
Operating Procedures

1. Purpose:

The SBFAC is a citizen-based, independent group of individuals that serves at the pleasure of the Superintendent and the School Board members of Sarasota County. The Committee serves in an advisory and oversight capacity and as a resource of the School Board and the Superintendent on financial matters. The Committee's role includes:

- Oversight, review of financial reports, and monitoring the use of referendum revenue.
- Oversight, review of financial reports, and monitoring the use of sales tax revenue.
- Review of capital expenditure proposals.
- Periodic review of financial reports, statements and audits as presented by School Board staff or outside agencies.
- A review of other areas of financial concerns that may be brought forward by a committee member, a member of the public, the Superintendent or the School Board members.
- Communicating and reporting to the public as needed.
- Reporting to the School Board members at a public meeting annually to include its findings on the spending of the referendum revenue.

2. Structure:

- The SBFAC shall consist of ten (10) members, each of whom shall serve for a term of three years.
- Members shall be eligible for reappointment for up to a maximum of three terms.
- The SBFAC shall elect a chairman and a vice-chairman annually from among the members of the Committee.
- A quorum shall consist of fifty percent (50%) of the appointed members.
- Members who miss more than two consecutive meetings or more than three meetings during the year may be replaced with another appointee.
- Vacancies on the committee shall be filled using the following procedures:
 1. The Chairperson of SBFAC will submit to the Superintendent the number of vacancies anticipated and any special qualifications for nominees.
 2. A nomination list will be developed from the recommendations of the Superintendent, the current SBFAC and each School Board member has the option to nominate one person.
 3. The Superintendent shall recommend from the nominations list those names, which will go to the School Board for approval.
- The Committee year shall be the fiscal year of the School Board – July 1 to June 30.

3. Meetings:

The SBFAC shall meet on the 2nd Thursday of each quarter starting in August of each school year (August, November, February, and May) from 8:00 - 9:30 a.m. The Chairman or the Superintendent may call special meetings as needed.

4. Communications:

- The SBFAC works at the pleasure of the School Board of Sarasota County and the Superintendent.
- The Superintendent shall assign a staff member to the Committee Liaison.
- The CFO's Assistant shall send out meeting notices, take notes of meetings, assist the chairman in developing the meeting agenda, keep an attendance roster, provide requested information to committee members and provide other assistance as requested by the Superintendent.
- All communications to the public about Committee activities shall be from the chairman, or in his or her absence, the vice-chairman.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

FINANCIAL ADVISORY COMMITTEE

- I. The Board has created an independent citizen's financial oversight committee herein called the Financial Advisory Committee (Committee) as required by referendum to perform the duties listed below. The Committee shall be governed by rules and procedures set forth in this section.
- II. Purpose, Responsibility, and Organization
 - A. The purpose of the Committee is to:
 1. Review and provide input on financial issues that impact, or may impact, the current and projected financial health of the school district as needed and directed by the Board or may be brought forward by a committee member, a member of the public, the Superintendent or the School Board members.
 2. Oversight, review of financial reports, and monitoring the use of referendum revenue.
 3. Oversight, review of financial reports, and monitoring the use of sales tax revenue.
 4. Review of capital expenditure proposals.
 5. Periodic review of financial reports, statements and audits as presented by School Board staff or outside agencies.
 6. Communicating and reporting to the public as needed.
 7. Reporting to the School Board members at a public meeting annually to include its findings on the spending of the referendum revenue and any other financial topics requested by the Board.
 - B. The Committee will be comprised of seven (7) voting members as well as the District's Chief Financial Officer, who will serve the Committee in an advisory, non-voting capacity. Orientation shall be provided to new committee appointees. This orientation will provide an overview of the operations and financial reporting of the school district.
 - C. Each School Board member shall recommend the appointment of one of the seven appointees. All appointees shall be approved by the Board. All appointees shall be residents of Sarasota County. The initial term of each appointee approved by the Board shall run concurrently with the then-existing term being served by the Board member who recommends the appointee - i.e., District 1, 4, and 5 Board member's terms through November 2026 and District 2 and 3 Board member's terms through November 2024. After the expiration of each appointee's initial term, the then-Board member shall recommend the appointment of a appointee who, upon approval by the Board, shall serve up to four (4) years, concurrent with the term of the respective Board member who recommends them. This process will repeat with each Board election, or more frequently if needed, as applicable for each District.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- D. The Financial Advisory Committee shall appoint two members of the Committee each with a term of three years.
- E. In accordance with §112.313, Florida Statutes, and pertinent opinions of the Florida Commission on Ethics, voting Committee members and any business entities in which such members have a direct financial interest will not do business with the district during such members' terms. If it is determined that a voting Committee member has a conflict of interest, then an exception can be submitted from the Committee, for consideration of approval or removal by the majority vote of the School Board.
- F. The Superintendent will be invited to all meetings and will be included in all communications of the Committee.
- G. The Board will provide adequate support to the Committee to discharge its responsibilities, including providing notices of meeting, agendas, and necessary administrative support. Committee activities shall be reported to the Board on a regular basis.

III. Meetings

The Committee will meet quarterly starting in August of each year (August, November, February, and May) or more often if needed. All committee and subcommittee meetings are governed by the Sunshine Law as required by Florida law.

STATUTORY AUTHORITY:

LAW(S) IMPLEMENTED:

HISTORY:

ADOPTED: