

FACILITIES SERVICES' CHANGE ORDERS

PROJECT NAME	CONTRACTOR	CO#	CURRENT CONTRACT AMOUNT	CHANGE	REVISED CONTRACT AMOUNT	EXPLANATION(SEE ATTACHED)	SALES TAX SAVINGS
SUMMARY OF FACILITIES SERVICES CHANGE ORDERS PRESENTED FOR APPROVAL AND/OR RATIFICATION AT THE 6/20/17 SCHOOL BOARD MEETING:							
Lamarque Ice Storage 2017	Tandem Construction	1	\$ 887,108.00	\$ (17,487.00)	\$ 869,621.00	DPC: Diversified Fluid Controls Inc. HVAC suction pumps	\$ 1,037.00
Lamarque Ice Storage 2017	Tandem Construction	2	\$ 869,621.00	\$ (304,153.40)	\$ 565,467.60	DPO: Tampa Bay Trane HVAC materials	\$ 17,263.40
D/W COT Labs 2017	McIntyre Elwell Strammer	1	\$ 790,966.00	\$ 20,081.00	\$ 811,047.00	Add for add'l lab Laurel room 2-210	N/A
			TOTAL CHANGE	\$ (301,559.40)		TOTAL IN TAX SAVINGS:	\$ 18,300.40

CHANGE ORDER SUMMARY

PROJECT NAME:
Lamarque Ice Storage 2017

CHANGE ORDER NO. (1)

BOARD DATE: June 20, 2017

ITEM 1) Description: Deduct the cost of HVAC suction pumps provided be Diversified Fluid Controls Inc. This material will be direct purchased by the Sarasota County School Board.

Reason for Change: This change order deletes the value of materials to be purchased directly by the Sarasota County School Board from the construction contract. This allows the School Board to realize a savings on these materials. A purchase order will be written directly to the material supplier which will total the same amount as the change order total less the sales tax. A sales tax savings of \$1,037.00.

Cost of Change: DEDUCT: (\$17,487.00)

SUMMARY: ITEM 1) DEDUCT: (\$17,487.00)

TOTAL COST: DEDUCT: (\$17,487.00)

Total Direct Material Purchase amount to date and as a % of original contract:	<input type="text" value="\$16,450.00"/>	<input type="text" value="-1.97%"/>
Total Tax Savings to date as a result of Direct Material Purchases:	<input type="text" value="\$1,037.00"/>	
Change Orders to date and as a % of original contract:	<input type="text" value="\$0.00"/>	<input type="text" value="0.000%"/>

SUBMITTED BY: 
Jody Dumas, Director of Facilities Services

Is this a Design/Build continuing contract project? Yes X No / If Yes, enter this C.O. amount here: (\$17,487.00)



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

Change Order

Project:
16-036 Lamarque Elem. - Ice Storage
3415 Lamarque Ave
North Port, FL 34286

Change Order: 1
Date: 5/12/2017

Architect's Project:

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

The Contract is changed as follows:

DMP - Diversified Fluid Controls - B&I Contractors, Inc.		
Diversified Fluid Controls Material	-	\$16,450.00
Sales Tax Savings	-	1,037.00
		\$(17,487.00)

The original Contract Amount was	\$887,108.00
Net change by previously authorized Change Orders	0.00
The Contract Amount prior to this Change Order was	887,108.00
The Contract will be decreased by this Change Order in the amount of	(17,487.00)
The new Contract Amount including this Change Order will be	\$869,621.00
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is .	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER .

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

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

Digitally signed by
Nathan Renner
Nathan Renner
Date: 2017.05.23
13:30:22-04'00'
by _____

Date

Digitally signed by Don Hampton
DN: cn=Don Hampton, o=SCSB,
ou=Facilities Services,
email=don.hampton@sarasotaco
untv.schools.net, c=US
Date: 2017.05.23 13:58:11 -04'00'
(Signature)
Don
By Hampton _____

Date

DPO to contract 2 1705304



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

Change Request

To: Don Hampton
 School Board of Sarasota Cnty
 7889 Fruitville Road
 Sarasota, FL 34240
 Ph: (941)361-6680 Fax: (941)361-6684

Number: 1
Date: 5/12/2017
Job: 16-036 Lamarque Elem. - Ice Storage

Description: DMP - Diversified Fluid Controls - B&I Contractors, Inc.

We are pleased to offer the following specifications and pricing to make the following changes:

Provide credit for Owner's direct purchase of HVAC Suction Pumps, per the attached Diversified Fluid Controls Quote, dated 1/31/17.

The total direct cost to perform this work is	\$(17,487.00)
(Please refer to attached sheet for details.)	
Move Contractor's Fee	\$(1,049.22)
Contractor's Fee on DMP	\$1,049.22
Total:	\$(17,487.00)

If you have any questions, please contact me at .

Submitted by:

Approved by: _____

Date: _____

Cc:



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

Change Request 1 Price Breakdown Continuation Sheet

Description: DMP - Diversified Fluid Controls - B&I Contractors, Inc.

Description	Subjob	Cost Code	Price
Diversified Fluid Material		23-0010	\$(16,450.00)
Diversified Fluid Tax Savings		23-0010	\$(1,037.00)
Subtotal:			\$(17,487.00)

V16129

Diversified Fluid Controls, INC.

5401 NW 10TH TERRACE | FT. LAUDERDALE, FL. 33309 | PHONE: 954-492-1166 | FAX: 954-491-2451 | www.diversifiedfluidcontrols.com

Quote: Lamarque Elementary

Date: May 24, 2017

To:	Bid Date:
Attn:	Project: Lamarque Elementary School
	Location: North Port, Florida
	Engineer: ME3 Consulting
	Quote by: Justin Allison

Tag	Description	Quantity	Unit Price	Amount
TSP-1, -2 25% Glycol	Taco #FI6011 8" x 6" Base Mounted End Suction Pump w/ 50HP Premium Efficient TEFC Motor, 1760 rpm, 460/3/60. Pump to deliver 1,277.0 gpm @ 98.46' tdh. Includes: S.S. Shaft & S.S. Sleeve.	2	\$4,250.00	\$8,500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TSP-1, -2	Taco #FI5013 6" x 5" Base Mounted End Suction Pump w/ 40HP Premium Efficient TEFC Motor, 1760 rpm, 460/3/60. Pump to deliver 969.0 gpm @ 111' tdh. Includes: S.S. Shaft & S.S. Sleeve.	2	\$3,975.00	\$7,950.00
			\$0.00	\$0.00

Page 1 of 1 **PRICES QUOTED DO NOT INCLUDE SALES TAX.**

Page 1 Total	\$16,450.00
Grand Total	\$16,450.00

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.

CHANGE ORDER SUMMARY

PROJECT NAME:
Lamarque Ice Storage 2017

CHANGE ORDER NO. (2)

BOARD DATE: June 20, 2017

ITEM 1) Description: Deduct the cost of HVAC materials provided be Tampa Bay Trane. This material will be direct purchased by the Sarasota County School Board.

Reason for Change: This change order deletes the value of materials to be purchased directly by the Sarasota County School Board from the construction contract. This allows the School Board to realize a savings on these materials. A purchase order will be written directly to the material supplier which will total the same amount as the change order total less the sales tax. A sales tax savings of \$17,263.40

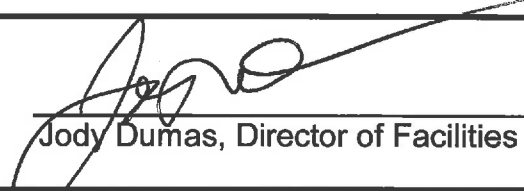
Cost of Change: DEDUCT: (\$304,153.40)

SUMMARY: ITEM 1) DEDUCT: (\$304,153.40)

TOTAL COST: DEDUCT: (\$304,153.40)

Total Direct Material Purchase amount to date and as a % of original contract:	\$303,340.00	-36.26%
Total Tax Savings to date as a result of Direct Material Purchases:	\$18,300.40	
Change Orders to date and as a % of original contract:	\$0.00	0.000%

SUBMITTED BY:



Jody Dumas, Director of Facilities Services

Is this a Design/Build continuing contract project? Yes X_ No_ / If Yes, enter this C.O. amount here: (304,153.40)



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

Change Order

Project:
16-036 Lamarque Elem. - Ice Storage
3415 Lamarque Ave
North Port, FL 34286

Change Order: 2
Date: 5/12/2017

Architect's Project:

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

The Contract is changed as follows:

DMP - Tampa Bay Trane - B&I Contractors, Inc.

Tampa Bay Trane Material	-	\$286,890.00	
Sales Tax Savings	-	17,263.40	\$(304,153.40)

The original Contract Amount was	\$887,108.00
Net change by previously authorized Change Orders	(17,487.00)
The Contract Amount prior to this Change Order was	<u>869,621.00</u>
The Contract will be decreased by this Change Order in the amount of	<u>(304,153.40)</u>
The new Contract Amount including this Change Order will be	<u><u>\$565,467.60</u></u>
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER .

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

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

Digitally signed by

Nathan Renner
Date: 2017.05.23
13:30:00-04'00'

By

Date

Digitally signed by Don

Don Hampton
DN: cn=Don Hampton,
o=SCSB, ou=Facilities Services,
email=don.hampton@sarasota
countyschools.net, c=US
Date: 2017.05.23 13:55:39
-04'00'

By

Date



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

Change Request

To: Don Hampton
 School Board of Sarasota Cnty
 7889 Fruitville Road
 Sarasota, FL 34240
 Ph: (941)361-6680 Fax: (941)361-6684

Number: 2
Date: 5/12/2017
Job: 16-036 Lamarque Elem. - Ice Storage

Description: DMP - Tampa Bay Trane - B&I Contractors, Inc.

We are pleased to offer the following specifications and pricing to make the following changes:
 Provide credit for Owner's direct purchase of HVAC materials, per the attached Tampa Bay Trane Proposal Number : H5-164472-1, dated 1/25/17.

The total direct cost to perform this work is	\$(304,153.40)
(Please refer to attached sheet for details.)	
Move Contractor's Fee	\$(18,249.20)
Contractor's Fee on DMP	\$18,249.20
Total:	\$(304,153.40)

If you have any questions, please contact me at .

Submitted by:

Approved by: _____

Date: _____

Cc:



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

Change Request 2 Price Breakdown Continuation Sheet

Description: DMP - Tampa Bay Trane - B&I Contractors, Inc.

Description	Subjob	Cost Code	Price
Tampa Bay Trane Material		23-0010	\$(286,890.00)
Tampa Bay Trane Tax Savings		23-0010	\$(17,263.40)

Subtotal: \$(304,153.40)

PURCHASE ORDER & DIRECT PURCHASE ORDER REQUEST FORM

Project Manager:	Dan Bolgiano	Date:	3/27/2017
Project Name:	Lamarque Elementary - Thermal Storage Addition	Project #:	2940

TYPE OF MATERIAL: HVAC Equipment

SUBCONTRACTOR:	B&I Contractors, Inc. 2701 Prince Street Fort Myers, FL 33916
Federal I.D. #:	59-110-7790
Contact / Email:	April Ford / Email: aford@bandiflorida.com
Telephone:	239-332-4646
Fax:	239-337-7859

VENDOR:	Tampa Bay Trane 902 North Himes Avenue Tampa, FL 33609
Contact:	John Siegenthaler
Contact:	Jsiegenthaler@trane.com
Telephone:	(813) 877-8251
Fax:	(813) 977-8257

SHIP TO:	Lamarque Elementary - Thermal Storage Addition c/o B&I Contractors, Inc. To Be Determined at Time of Release

***SPECIAL INSTRUCTIONS:** All responsibility and contact relative to this P.O. shall be with the B&I Contractor, Inc. as to delivery and quantity. the only exception is payment by Sarasota County Schools. Original invoice shall be sent to the above Subcontractor and approved by them, then forwarded to the Construction Manager, who will forward to Sarasota County Schools for payment.

Item #	Item Description	Extended Amount
	Furnish per plans, specification, and in accordance with B&I's purchase order #	
	the following equipment with all accessories and spare parts complete:	
1	Recommissioning & Start up of Existing Chiller	\$3,390.00
2	Calmac 1500 Ice Tanks	\$150,000.00
3	Calmac 1320 Ice Tanks	\$70,000.00
4	Ice Inventory Meter	\$1,000.00
5	Glycol Management System	\$3,500.00
6	Alfa Laval Plate Frame Heat Exchanger	\$34,000.00
7	Trane TR200 Variable Frequency Drives	\$25,000.00

* Continue on next page if necessary	*REQUESTED PO AMOUNT/SUBTOTAL	\$286,890.00
** Only use if not continuing to next page	** TAX	\$17,263.40
	**TOTAL	\$304,153.40

COST STRIP INFORMATION:	
fund-function-object-cost center-project	amount

For Clerical Use Only
VENDOR #: _____
DATA ENTERED: _____
BY: _____
REQUISITION #: _____



TRANE

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
© 2016 Trane All rights reserved

Prepared For:

Date: May 24 2017

Proposal Number: H5-164472-1

Job Name:

SCSB - Lamarque CEP – Tampa Bay Trane ODP
Equipment Proposal

Engineer:

ME3 Engineering

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

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

(Qty: 1) Start-up and Recommissioning of the Existing Trane Chiller for Ice Production

- Chiller Start-up and Recommissioning of the Existing Trane Chiller by a Trane Factory Authorized Service Technician

Not Included: Repairs to the Existing Chiller, Cleaning of the Condenser Coils, or Chiller Warranty Extension

(Qty: 18) Calmac Tanks

Tags: T-1 to T-7

- **Basis of Design**
- Four (4) Calmac Model 1500 (3-Pack) and Three (3) Calmac Model 1320 (2-Pack) Ice Storage Tanks
 - 10 year parts warranty on tank and 5 year parts and labor on internal HX
 - Freight
 - Inventory meter
 - Lifting bar
 - **Glycol Management System**

Not Included: Controls, Shutoff Valves, or Balancing Valves

*DPO to contract #
21705306
3570 7405 680-1341-
4517*

(Qty: 1) Alfa Laval Heat Exchanger**Tag: HX-1**

- **Basis of Design**
- ASME Stamped
- Single pressed (oil free) washed plates – **304 Stainless Steel material**
- Reinforced plate hangers (Anti Snaking design)
- Self aligning plate pack
- Single pass
- Studded port connections
- One piece molded CLIP-ON NBRB gaskets
- One Year parts warranty

Not Included: Installation, Off-loading, **Insulation**, or Piping

(Qty: 4) TR200 VFD's with Bypass Control

- **Basis of Design**
- Two (2) 50 Horsepower Pump VFD's (VFD-TSP-1 & 2)
- Two (2) 40 Horsepower Pump VFD's (VFD-CHWP-1 & 2)
- 460/60/3 voltage
- **NEMA 3R enclosure**
- **Three (3) contactor with electro-mechanical bypass control**
- Main Disconnect Switch
- 100k AIC on the Drive and Bypass
- Input and Output DC Link Reactors
- LonWorks Communications
- Factory start-up
- Three (3) year parts, labor, and travel warranty

Not Included: Installation, Wiring, or **Spare VFD's**

Total Net Price for the **Chiller Start-up, Ice Tanks, Heat Exchanger, and VFD's**\$ 286,890.00
State and Local Taxes are Not Included in the Pricing Above

Please make the ODP to **Tampa Bay Trane**

Sincerely,

John Siegenthaler - Trane U.S. Inc.

902 N. Himes Avenue
Tampa, FL 33609-1399
Phone: (813) 877-8251
Cell: (813) 695-2007
Fax: (813) 877-8257

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

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

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 ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide 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 counter-offer will be deemed accepted. 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. **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.
3. **Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. 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 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.
4. **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.
5. **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 in 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.
6. **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.
7. **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 are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** 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.**
8. **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.

- 9. 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.
- 10. 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; 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 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).
- 11. 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 REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. Invoicing and Payment.** 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.
- 16. 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.
- 17. 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.
- 18. 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.

19. 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.

20. 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.

21. 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 (0614)
Supersedes 1-26.130-4(0214)

CHANGE ORDER SUMMARY

**PROJECT NAME:
D/W COT Labs 2017**

CHANGE ORDER NO. (1)

BOARD DATE: June 20, 2017

ITEM 1) Description: Add for design and construction of a new computer lab in room 2-210 at Laurel.

Reason for Change: Additional work added to contract.

Cost of Change: INCREASE: \$20,081.00

SUMMARY: ITEM 1) INCREASE: \$20,081.00

TOTAL COST: INCREASE: \$20,081.00

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

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

Change Orders to date and as a % of original contract:

SUBMITTED BY:


Jody Dumas, Director of Facilities Services

Is this a Design/Build continuing contract project? Yes No / If Yes, enter this C.O. amount here: \$20,081.00

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): 2017 COT Language Arts/Social Studies Various Locations Sarasota County, FL	CHANGE ORDER NUMBER: 001 DATE: May 19, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): McIntyre Elwell & Strammer General Contractors, Inc. 1645 Barber Road Sarasota, FL 34240	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 05/12/2017 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Add for design and construction of a new computer lab in room 2-210 at Laurel Nokomis Middle School in Nokomis, FL.

The original Contract Sum was	\$ 790,966.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 790,966.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 20,081.00
The new Contract Sum including this Change Order will be	\$ 811,047.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change 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.

_____ ARCHITECT (Firm name)	McIntyre Elwell & Strammer General Contractors, Inc. _____ CONTRACTOR (Firm name)	Sarasota County Schools _____ OWNER (Firm name)
_____ ADDRESS	1645 Barber Road, Sarasota, FL 34240 _____ ADDRESS	1960 Landings Boulevard, Sarasota, FL 34231 _____ ADDRESS
_____ BY (Signature)	 _____ BY (Signature)	_____ BY _____ (Typed name)
_____ DATE	05/22/17 _____ DATE	_____ DATE _____ DATE

Digitally signed by Don Hampton
 DN: cn=Don Hampton, o=SCSB, ou=Facilities Services,
 email=don.hampton@sarasotacountyschools.net, c=US
 Date: 2017.05.23 07:02:58 -04'00'

LAUREL NOKOMIS SCHOOL- COMPUTER LAB 2-210

SCOPE OF WORK SUBCONTRACTOR NAME	BID AMOUNT	BID TOTAL
1510 DESIGN FEES		1,720
A. ME3 CONSULTING ENGINEERS	1,720	
16100 ELECTRICAL		17,025
A. LOONEY ELECTRIC	17,025	
SUBTOTAL ALL TRADES		18,745
19010 CONTINGENCY @ 0%		0
19410 SUBCONTRACTOR BONDS		0
19201 BUILDING PERMIT - BY OWNER		0
19420 BUILDER'S RISK - BY OWNER		0
SUBTOTAL		18,745
CONTRACTOR'S FEE	6%	1,125
SUBTOTAL		19,870
ADD FOR PAYMENT & PERFORMANCE BOND		199
CONTRACTOR'S FEE ON BOND		12
TOTAL ESTIMATE		20,081



Consulting Engineers, LLC

5300 Paylor Lane
Sarasota, FL 34240
Tel. 941-748-1319
Fax. 941-361-1221
www.me3-engr.com

April 25, 2017

McIntyre Elwell & Strammer, General Contractors
Attn: Josh Tomlinson, Project Manager
1645 Barber Road
Sarasota, FL 34240

Re: SBSC Computer Lab in Building 2 at Laurel Nokomis School, Sarasota, Florida

Dear Josh,

ME3 Consulting Engineers appreciates the opportunity to provide professional engineering design services for your review on the above subject project and submits the following work authorization for your review:

The scope of work is to provide the electrical and electrical technology drawings as required for the addition of one (1) computer lab (total of 30 student stations) in Building 2. Since the new computer stations will consist of laptop computers, no mechanical evaluation is included in the scope of work.

The breakdown of the fee for the work at Sarasota Middle School:

TASK	HOURS	RATE/hr	TOTAL
CAD (Designer)	2	\$70.00	\$140.00
Electrical Design (Sr. Engineer)	4	\$130.00	\$520.00
Technology Design (Sr. Engineer)	4	\$130.00	\$520.00
Meetings (Sr. Engineer)	0	\$130.00	\$0.00
Project Management (Principal)	0	\$145.00	\$0.00
Quality Control (Sr. Engineer)	0	\$130.00	\$0.00
Site Visit (Sr. Engineer)	1	\$130.00	\$130.00
Travel (Sr. Engineer)	1	\$130.00	\$130.00
Mechanical Design (Sr. Engineer)	0	\$130.00	\$0.00
Plumbing Design (Sr. Engineer)	0	\$130.00	\$0.00
Closeout Documents (Designer)	4	\$70.00	\$280.00
TOTAL	16		\$1,720.00

Construction services including site visits can be provided on a time and materials basis in accordance with the attached Schedule of Fees when requested in writing.

ME3 will draw the CAD backgrounds for this project (no architect has been retained by the Owner) and provide closeout documents (based on contractor's markups).

ME3 will provide required number of permit drawings as required by the Client.

Thank you for the opportunity.

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: McIntyre, Elwell & Strammer

Bryan P. Zapf, P.E. Apr 25, 2017

Signature

Date

Signature

Date

Bryan P. Zapf / Vice President

Printed name / Title

SCHOOL BOARD OF SARASOTA COUNTY
SCHEDULE OF FEES
2017

Hourly Rates:

MEP

Classification	<u>Rate / Hour</u>
Principal	\$ 145.00
Sr Engineer	\$ 130.00
Staff Engineer	\$ 115.00
Designer	\$ 70.00
Clerical	\$ 55.00

TERMS AND CONDITIONS

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

ME3 reserves the right to notify the Client of our intention to stop work on the project in the event payment for an invoice is not made within 30 days.

In the event that the Client requests termination of the work prior to completion, ME3 reserves the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in the amount of the work completed to the date of notification or up to exceed 30 percent of all charges incurred up to the date (whichever is greater) of the stoppage of work may, at the discretion of ME3, be applicable.

In the event the Client makes a claim against ME3, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by ME3 in defending itself against the claim.

The only warranty or guarantee made by ME3 in connection with the services performed hereunder is that ME3 will use the standard degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.

The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of ME3 at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, additional charges will be applicable.

ME3 maintains Professional Liability policy limits of \$500,000 each claim and \$1,000,000 annual aggregate, and General Liability policy limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Certificates of insurance can be supplied evidencing such coverages.

Cost of the above coverage is included in our quoted fees. Additional insurance or increased limits of liability may not be available; and if so, additional charges will apply.

Sales tax (where applicable) may be charged in conjunction with certain fees and will be charged in conjunction with reimbursable expenses.

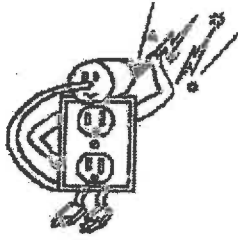
All work prepared by ME3 is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without ME3's written authorization (in advance).

This agreement is to be governed by the laws of the state of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Manatee County, Florida.

In recognition of the relative risks, rewards, and benefits of the project to both the Client and ME3 the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ME3's total liability to the client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of ME3's fees, or the amount agreed upon when added under special conditions. Such causes include, but are not limited to ME3's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initials: _____

Date: _____



MICHAEL J. LOONEY, INC.
ELECTRICAL CONTRACTOR
150 N. Indiana Avenue
Englewood, FL. 34223
(941) 474-3104 FAX (941) 473-0395
Lic # EC0001536

May 19, 2017

To: ME&S
Via email: josh-tomlinson@mesgc.com
Attn. Josh Tomlinson

Subject: Electrical Proposal for: LAUREL NOKOMIS computer Lab

We are pleased to quote the electrical work on the above-referred project.
Our bid is in accordance with plans and specification and per drawings E001, E101, E102, E501, E601, T701, T702, T703, T704, T705 and T706 drawings are dated 5-16-17 and are prepared by ME3 Consulting Engineers

Base Bid Proposal: \$ 17,025.00
Data cost included in base bid: \$ 4,928.59

This includes:

1. Our proposal includes furnishing and installing the required breakers as shown and stated on sheet E501.
2. Our proposal includes furnishing and installing the devices as shown.
3. Our proposal includes LC wiring by COMCO Sarasota approved contractor
4. Our proposal is based on the use of EMT, GRC and PVC conduit. Conduit to be a minimum of 3/4". Our proposal does include the use of type "MC" cable. Where needed.
5. Material, labor, tools, equipment and supervision of our work. Performing all labor during normal work days and hours, Temporary power and lighting for construction (to OSHA requirements).

We do not include:

1. Bond cost.
2. Permit cost.
3. Utility cost. (utilization or fees)
4. Modifications cutting or patching of casework & architectural finishes,
5. Overtime Costs
6. Contingency funds of any nature.
7. Our proposal does not include any Security conduit, cabling, devices, equipment and or testing.

We trust this to be sufficient and look forward to working with you on this project.

Sincerely,



M.J. Looney, Inc.

**Mike Allen
Estimator**

