

#13198 AGREEMENT WITH VARCO PRUDEN

This Agreement is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and Varco Pruden, a division of BlueScope Buildings North America, Inc., a foreign for-profit corporation with a principal business address of 1540 Genessee Street, Kansas City, MO 64102, (“Varco”). Collectively, the County and Varco are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the County has entered into a Development Agreement with Viking Properties (the “Developer”) for the construction of a multi-purpose sports and event center (the “Center”) ; and

WHEREAS, the County, as a political subdivision of the State of Florida, is immune or exempt from taxation; and

WHEREAS, provisions in the Development Agreement allow the County to make Owner Direct Purchases (ODP) of material used in the construction of the Center to realize a tax savings; and

WHEREAS the County deems to purchase \$3,722,864.35 worth of building material from Varco; and

WHEREAS, pursuant to Section 22.3-302 (11) of the Alachua County Procurement Code, the procurement of the material to be provided by Varco to the County pursuant to this Agreement are exempt from the County’s competitive procurement processes; and

WHEREAS, the County and Hills agree to the terms and conditions of the Varco’s Purchase Order, including its Terms and Conditions, attached hereto as Exhibit 1 (“Varco’s Agreement”) , except as modified herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. The Parties agree to be bound by the terms, conditions and pricing of Varco’s Purchase Order, incorporated herein and attached hereto as Exhibit 1, except as modified in paragraph 3 below. In the event of conflict between the provisions in paragraph 3 below and the terms and conditions of Varco’s Agreement, the provisions of paragraph 3 will prevail.
3. The Parties agree to the following provisions:
 - a. Governing Law. Paragraph 19 of the Terms and Conditions of the Purchase Order is amended so that it is construed and enforced in accordance with the laws of Florida.

Sole and exclusive venue for all actions and claims that may arise pursuant to this Agreement shall be in Alachua County, Florida.

- b. Taxes. Paragraph 3 of the Terms and Conditions of the Purchase Order is deleted in its entirety and replaced with the following. The County is immune or exempt from taxation and has provided Varco with conclusive evidence of same (see the County's Certificate of Tax Exemption attached hereto as **Exhibit 2** and the County's Certificate of Entitlement attached hereto as **Exhibit 3**). Varco shall not charge the County any sales, use, occupation, excise or similar taxes.
- c. Insurance. Paragraph 12 of the Terms and Conditions of Varco Purchase Order is deleted in its entirety and replaced with the following:
- i. County shall provide evidence to Varco that it has in place a program of self-insurance pursuant to §111.072, §136.091 and §768.28, Florida Statutes. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
 - ii. Varco will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit 4. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Attachment 4-A.
- d. Indemnification. Paragraph 21 of the Varco Agreement is deleted in its entirety and replaced with the following:
- i. County hereby agrees to indemnify the Varco for claims brought against the Varco only to the extent that they are found to result from the sole negligence of the County, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of the Developer under Multi-Purpose Sports Center Development Agreement dated July 23, 2021 between the County and Viking Companies LLC, third parties, independent contractors or third party agents of the County. This indemnification shall not be construed as a waiver of the County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of § 129, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the County to only those damages

caused by County's sole negligence, and specifically not include any attorney's fees or costs associated therewith

- e. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
4. This Agreement, when executed by both Parties, shall become binding on both Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell

Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

Varco

Witness

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

IF VISIT FLORIDA IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

Exhibit 1: Varcos Agreement

Purchase Order



Order Information

ORDER TYPE: Building Order

PROJECT NAME: Alachua County Sport Event Center
ORDER NUMBER: 21-014147-01
BUILDER NAME: Alachua County Board of County Commissioners
BUILDER ACCOUNT #: 100713377
BUILDER REFERENCE #:
SALES REGION: Southern Region
BUILDER RELATIONSHIP: Owner
JOBSITE WITHIN CITY LIMITS: Yes
END USE: Gymnasium Or Field House
BUSINESS TYPE:
SCOPE OF WORK: PER MATERIAL CONTRACT PROPOSAL

REQUESTED SHIP DATE: 2/25/2022
REQUESTED DELIVERY DATE: 2/28/2022

SHIPPING TERMS: Guaranteed
PAYMENT TERMS: Net 25 Days Subject To Credit Approval
CREDIT MANAGER: Spanburg, Nickole
DISTRICT MANAGER: Edwards, Craig
PROJECT MANAGER: Prevo, Bruce

MATERIAL SALES PRICE: \$ 5,269,419.35
WEIGHT (EST.): 1,896,400#
FREIGHT SALES PRICE: \$ 210,470
ADJUSTMENT PER: CH \$ 1,757,025
TOTAL SALES PRICE: \$ 3,722,864.35

Contact Information

BUILDER CONTACT: Joni Wilford PHONE: 904-759-5004
EMAIL: joniwilford@scherefnl.com

OWNER: Alachua County
12 SE 1st St
Gainesville, FL 32601

CONTACT: Ramon Gavarrete PHONE: 352-548-1214
EMAIL: rgavarrete@alachuacounty.us
OCCUPANT:

GEN. CONTRACTOR: Scherer Construction of N Florida, LLC
2504 NW 71st Place
Gainesville, FL 32653

CONTACT: Joni Wilford PHONE: 904-759-5004
EMAIL: joniwilford@scherefnl.com

SUB-CONTRACTOR: -
-
CONTACT: - PHONE:
EMAIL: -

Delivery Information

FREIGHT METHOD: Truckload

SHIP TO ADDRESS: Alachua County Sport Event Center
4870 Celebration Pointe Av, Gainesville, FL
USA

CONTACT: Jordan Robinson
PHONE: 352-538-9148
AFTER HOURS PHONE:

JOBSITE ADDRESS: 4870 Celebration Pointe Av
Physical Address Gainesville FL 32608

JOBSITE CONTACT: Joni Wilford
PHONE: 904-759-5004
EMAIL: joniwilford@scherefnl.com

SHIPPING NOTES:

Finance Information

BILLING ADDRESS: Alachua County
c/o Scherer Const of N FL, LLC
2504 NW 71st Place, Gainesville, FL

TAX EXEMPT STATUS: Yes

TAX EXEMPTION: Enter Tax Exempt #

TAX EXEMPTION REASON: 85-8013937423C-9

COMMENCEMENT NOTICE: Yes

PUBLIC WORKS: No

FUNDING SOURCE:

BONDING COMPANY: -
-
CONTACT: - PHONE:
PROJECT FUNDING: -
-
CONTACT: - PHONE: -
OWNER'S LIEN AGENT:
CONTACT: - PHONE:

VP Buildings
TERMS AND CONDITIONS OF SALE

Page 2 of 57

The following terms and conditions of sale along with the terms on the Order (the "Terms") apply to all quotations and proposals ("Quote") made by VP Buildings, a division of BlueScope Buildings North America, Inc. ("VP") and to any purchase order accepted by VP (an "Order"). No other terms or conditions, and no agreement or understanding, oral or written, purporting to modify these Terms, are binding on VP unless signed by a VP officer. The purchaser ("Buyer") consents to these Terms for all purchases of Products, materials, components, accessories, or panels (collectively, "Goods") and services incidental to the sale of Goods.

1. **Prices.** Unless otherwise stated in the Quote from VP or agreed to in writing by both parties, quoted prices and service charges will be honored if the Quote becomes an Order within thirty days of the Quote date and the Goods are shipped within ninety days of the Quote date (excluding any time the Order is on hold for reasons attributable to VP). If such timelines are not met, then, upon 15-days prior notice, prices are subject to change to conform to VP's price list in effect at the time of shipment. Buyer bears all handling, freight and insurance charges from the point of shipment.
2. **Payment Terms.** VP will submit an invoice to Buyer for each payment due and Buyer will pay VP the amount of the invoice in accordance with the terms of payment stated on the invoice. Additionally:
 - a. Payments due to VP are not subject to setoff or retainage of any description;
 - b. Buyer will pay VP a late charge of 1.5% per month, compounded monthly (equal to a 19.56% annual percentage rate), or the highest rate permitted by law, whichever is lowest, on amounts unpaid after the due date, both before and after judgment, until such amounts are paid in full;
 - c. If, in VP's reasonable judgment, Buyer's financial condition deteriorates or VP suspects Buyer may have difficulty paying the invoice, the invoice becomes due and payable upon written notice to Buyer from VP;
 - d. VP has, in addition to any right of setoff or recoupment permitted by law, the right at any time to setoff or recoup any amount due and owing from Buyer to VP or any of its subsidiaries, divisions or affiliates against any amount due and owing to Buyer from VP or any of its subsidiaries, divisions or affiliates;
 - e. Except where expressly prohibited by law, if Buyer fails to pay any amount when due pursuant to this Section 2, breaches these Terms or other terms of this Order, makes an assignment for the benefit of its creditors, commits any act of bankruptcy, or has a receiver appointed, then the invoice will become due and payable immediately and VP may suspend production, shipment or delivery and retake possession of any Goods furnished; and
 - f. Failure to timely pay any invoice constitutes a waiver of any and all causes of action, including future causes of action, whether known or unknown, including indemnity and contribution, arising from or related to this Order.
3. **Taxes.** In addition to the price, Buyer agrees to pay VP the amount of any sales, use, occupation, excise or similar tax applicable to the transaction. Taxes were not included in the Quote. All Orders are subject to taxes unless a valid tax-exempt certificate is supplied at the time of Order or prior to shipment. Service charges may apply if the tax-exempt certificate is not provided in a timely manner.
4. **Changes.** Changes to the Order made by the Buyer or Buyer's customer must be in writing and signed by VP. Changes are subject to additional charges and may affect the schedule. Buyer acknowledges that VP is not responsible or liable in any way for changes to the schedule as a result of Order changes.
5. **Scheduled Delivery.** If Buyer, or Buyer's agent, is not willing to take or schedule delivery of the Goods at the delivery point within a reasonable time after the Goods have been manufactured:
 - a. VP may assess to Buyer, and Buyer will pay within fifteen days of such assessment, any costs incurred after the Goods have been manufactured;
 - b. VP will not be responsible for defects or deterioration in the primer or finish coat of paint that may be caused by weather conditions. Shop primer is a temporary rust inhibitor for shipping purposes only;
 - c. All amounts owed for the Goods will become due and payable immediately; and,
 - d. All warranties will begin as of the date the Goods were manufactured.
6. **Cancellation Charges.** In the event of cancellation of this Order by Buyer, Buyer will provide written notice of cancellation and reimburse VP for actual costs and damages incurred, including product development expenses, special or custom material orders and fabrication expenses, plus a reasonable profit, all as reasonably determined by VP.
7. **Scope of Work.** The description of the Goods and associated services contained within this Order (the "Scope of Work") constitutes the exclusive requirements and specifications for the Goods and associated services. Buyer represents that the Scope of Work accurately and completely describes the products required by Buyer and its customer, and Buyer bears the sole responsibility for assuring compliance with applicable building codes and correcting any nonconformity between the Scope of Work and the goods required in fact by Buyer's customer.

8. **Warranties.** VP warrants that the Goods will comply with the Scope of Work. Additionally, the VP Standard Warranty is incorporated herein by reference as if fully reproduced herein, a copy of which is available at <https://myaccount.vp.com/resources/product-information/warranty-information/>. Buyer will include in its contract with its customer the Standard Warranty together with any Optional Endorsements purchased and inform such customers that by accepting the Product such customer is accepting the terms and conditions of the Standard Warranty together with any Optional Endorsements as its sole and exclusive remedy against VP with respect to the Products. If Buyer's customer is not the Owner, then Buyer will obligate its customer to pass along VP's Standard Warranty to the Owner. If the Order includes Accessories, then such Accessories are covered by the applicable manufacturer's warranties (the "Accessory Warranties"), if any (<https://myaccount.vp.com/resources/product-information/warranty-information/accessory-warranties/>). It is Builder's obligation to obtain copies of Accessory Warranties and include them in its contract with its customer. Buyer accepts the terms of the Accessory Warranties as binding and the sole and exclusive remedy with respect to the Accessories. All Goods are subject to VP's standard manufacturing variations, tolerances and classifications available to Buyer upon request. VP's obligations under this Section 8 or Standard Warranty extend only to Buyer and the original owner that has contracted, directly or indirectly, for the provision of the Goods and will be the end-user of such Goods ("Owner"). Warranties may not be assigned or transferred without the written consent of VP and fees may apply.
9. **Exclusion of Other Warranties and Remedies.** Except where such disclaimers and exclusions are specifically prohibited by applicable law, **SECTION 8 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THIS ORDER, AND SUCH WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and ANY IMPLIED WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTY SET FORTH IN SECTION 8 ARE DISCLAIMED BY VP.** Oral statements about the Goods or statements contained in VP's general advertising, pamphlets, brochures, or other printed materials do not constitute warranties and Buyer confirms that this Order is not placed in reliance upon them.
10. **Limitation of Liability.** Except where such limitations and exclusions are specifically prohibited by applicable law, **VP'S AGGREGATE LIABILITY TO BUYER, OWNER, AND ANY THIRD PARTY, AND BUYER'S AND OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST VP WILL BE THE REFUND, REPAIR, OR REPLACEMENT OF THE DEFECTIVE GOODS AS PROVIDED IN SECTION 8, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, DELAY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE TO THEM, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE GOODS. AN INDIVIDUAL EMPLOYEE OR AGENT OF VP MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS ORDER.** This exclusive remedy will not be deemed to have failed of its essential purpose so long as VP is willing and able to refund, repair, or replace the defective Goods.
11. **VP Product Consultant.** If a Site Product Consultant is included in the Order, VP will provide technical consulting services as specified in the "Scope of Work" in this Order. Whether a Site Product Consultant or any other VP product consultant provides support, any such advice, support or assistance given as part of the Order, whether given directly to Buyer or any third party installer, Buyer acknowledges and agrees that inspections, observations, advice, support, or assistance made by such person are not capable of and not intended to detect latent deficiencies in the erection of the Goods. VP's product consultants are is for informational purposes only and cannot be relied upon to assure proper erection procedures are followed or as a substitute for a proper quality control plan implemented by the installer. Buyer will rely solely on its own assessment as to the actions required for the proper installation of the Goods and is and will remain responsible and liable for proper installation of the Goods per Section

- 20 below. Buyer is responsible for and will comply with all applicable laws relating to the safety, health and welfare of persons entering into or carrying out work at the site. VP may immediately suspend on-site activities of its representatives if it reasonably determines that the performance of such activities is unsafe, until such time that VP is satisfied that such activities can be performed safely. VP will be entitled to an extension of time equal to the time of such suspension.
12. **Insurance.** Buyer shall maintain in full force and effect commercial general liability insurance coverage, including contractual liability and completed operations liability coverage ("Buyer's CGL Insurance"), for a period of three years plus the period of any Weatherightness Endorsement from the date the Goods purchased in this Order are received by Buyer. Buyer's CGL Insurance shall name VP as additional insured, maintain minimum limits of \$1,000,000 combined single limit for bodily injury and property damage per occurrence, and be with at least an A+ or AA rated insurance carrier. Buyer's CGL Insurance shall be on an occurrence basis and shall be primary and non-contributing to any insurance maintained by VP. Buyer shall furnish VP with a certificate of insurance upon request. This certificate shall contain a clause specifying that, should any of the policies described in it be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Buyer agrees to waive all rights of subrogation against VP.
13. **Proprietary Information.** All (1) designs, specifications, plans, operational manuals, data, test results and other documents or materials (including all patents, copyrights or other intellectual property therein) that VP provides to the Buyer ("**Erection Drawings**"), and (2) any information regarding VP's business or operations ((1) and (2) collectively, the "**Proprietary Information**") will remain VP's property. Buyer will keep the terms of the Quote and Order and all Proprietary Information confidential and, except as VP otherwise authorizes in writing, will use the Proprietary Information only to perform its obligations under this Order. VP owns all right, title and interest in and to the Proprietary Information, including all copyrights and proprietary rights therein. Any ideas, concepts, know-how or techniques relating to the Proprietary Information, and any improvements thereof ("**VP Improvements**") are the sole and exclusive property of VP and Buyer hereby assigns any and all VP Improvements conceived or developed by or on behalf of Buyer to VP or its designee.
- Buyer may disclose Erection Drawings to other entities as necessary: (1) to complete the project, (2) for general maintenance and repairs, and (3) for modifications to the building – including the Buyer's design professionals and other construction professionals, and Buyer will expressly convey VP's proprietary rights in the Erection Drawings and limit the use of the Erection Drawings to the performance of recipients' obligations that are consistent with this Order and these Terms.
14. **Delivery, Transfer of Title, Risk of Loss.** Unless otherwise agreed by the parties in writing, shipment is FCA – manufacturer's plant (Incoterms 2010). Title and risk of loss to the Goods pass to Buyer at the earlier of the time they are duly (1) delivered to the carrier or (2) tendered to Buyer for delivery.
15. **Statutory Liens.** At VP's request, Buyer agrees to take all actions necessary to obtain statutory liens or security interests in the Goods for VP's benefit. Buyer will take no action that will compromise, prejudice, or remove a statutory lien or security interest obtained by or for VP. If VP deems it necessary to perfect a statutory lien, bond claim, or security interest to secure payment of its invoices, Buyer agrees to pay all attorneys' fees and costs incurred as a result.
16. **Buy American Provisions.** At the time Buyer requests a Quote and/or places this Order, Buyer must clearly and affirmatively notify VP of the applicability of any order, law, regulation or other requirement that the Goods consist wholly or partly of materials or components produced in the United States, or that the material comprising the Goods be manufactured or assembled in the United States. If Buyer fails to notify VP of any such requirements, Buyer must accept delivery and pay for the Goods, regardless of any such requirements, and Buyer agrees to fully defend, indemnify and hold VP harmless from and against any costs and expenses, including reasonable attorneys' fees, incurred by VP in connection with Buyer's omission. In the event Buyer notifies VP of any such requirement after VP has quoted a price or accepted this Order, Section 4 will apply.
17. **Nonconformity.** Any notice of breach, shortage, nonconformity, or other event that would be the basis for a revocation of acceptance is not effective unless written notice of the event justifying revocation is mailed to VP by certified mail, return receipt requested, within five (5) days after Buyer has discovered the event or thirty (30) days after delivery, whichever occurs first.
18. **Limitation Period and Accrual Date** No legal claim, cause of action, or suit relating in any way to the Goods or this Order may be brought against VP more than one year after the issue giving rise to the Claim occurs and not later than the expiration of the applicable warranty period. This Section does not apply to warranty claims covered under VP's Standard Warranty executed between the parties or a warranty claim under Section 8 if the claim is made during the applicable warranty period.
19. **Jurisdiction and Law.** The construction, interpretation and performance of this Order and any related transactions are governed by the laws of the State of Missouri without regard to its choice of law principles. The following international conventions do not apply to this Order: the United Nations Convention on Contracts for the International Sale of Goods (1980); the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods; the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on June 14, 1974; and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on April 11, 1980. Each party waives its rights to a jury trial for any claim or cause of action based upon or arising out of this Order. VP, Buyer and Owner agree to submit to the exclusive personal jurisdiction and venue of the State and/or Federal Courts located in Jackson County, Missouri for the resolution of all disputes arising out of, or related to, the transactions governed by these Terms, and hereby waive the claim or defense that such courts constitute an inconvenient forum. In the event VP employs an attorney or brings an action against Builder arising out of, or related to, this Agreement, VP shall be entitled to receive from Builder VP's reasonable legal fees, costs and expenses (including the fees of attorneys and persons not admitted to the bar performing services under the supervision of an attorney), whether such fees and expenses are incurred before, during or after trial, re-trial, re-hearing, mediation, arbitration, administrative proceedings, appeals, or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this Section.
20. **Erection, No Agency Relationship, and No Third Party Beneficiaries.** This Order does not include erection of the Goods and VP assumes no responsibility for the erection, construction of the foundation, preparation of the site or any other related function. Buyer will erect or install, or have erected or installed, all Goods in a workmanlike manner consistent with standards in the industry and in accordance with all applicable specifications, drawings, building codes, laws, regulations, ordinances and other requirements. Erection Drawings, erection manuals and safety information are available in electronic format at mybuildernet.com myaccountvp.com and Buyer assumes full responsibility for making them available to the all its contractors related to the installation or erection of the Goods. It is understood that Buyer is an independent contractor and that no agency relationship at law or in fact exists between Buyer and VP. No provision of this Order is intended to create a third party beneficiary or confer any rights or remedies upon any person or entity other than VP and Buyer.
21. **Indemnity.** To the fullest extent permitted by law, Buyer releases VP from and agrees to indemnify, defend, and hold harmless, VP, its affiliates, parents, subsidiaries and their officers, directors, employees, agents, assigns and representatives from and against any and all lawsuits, claims, obligations, losses, penalties, actions, charges, subrogations, expenses, and liability for personal injury, death, property damages, fines, or other liability or damages of any kind, including but not limited to all costs, investigative costs, expenses, fees, and the reasonable fees and expenses of legal counsel and expert witnesses (collectively, "**Damages**"), arising from or relating to the Goods sold hereunder, the erection or installation of the Goods, any breach of the Terms of this Order, or Builder Agreement, or any other act, omission, willful misconduct, fault or negligence, whether active or passive, of Buyer or their agents, employees or contractors.
22. **Miscellaneous.** Buyer is familiar with the nature of the Goods and agrees that the time periods for notice of nonconformity and notice of revocation of acceptance are reasonable. Any indulgences granted to Buyer do not constitute a waiver of any of VP's rights hereunder. In the event any part of these Terms is deemed illegal, unenforceable, or null and void, the parties intend all remaining terms and conditions remain in full force and effect. Buyer may not assign its rights or interest or delegate its duties under this Order without VP's prior written consent. VP may assign its rights and interest and delegate its duties under this Order without written consent of Buyer. Except where expressly prohibited by law, in any dispute between Buyer and VP where VP prevails, Buyer will pay VP's costs, including court costs and attorneys' fees, associated with such dispute.
23. **Business Conduct**
- a. **Anti-Bribery and Corruption.** The parties must not offer or provide any benefit (including any payment, gift, hospitality or gratuity, whether monetary or in-kind) to any person with the intention of improperly influencing such person in the exercise of their duties (including to make a decision or to take or refrain from taking other action). Builder represents, warrants and undertakes that:
- i. neither Builder nor any of its directors, officers, employees, suppliers, agents and representatives (Personnel) have offered, authorized, promised, given, solicited or accepted, and none of the foregoing will offer, authorize, promise, give, solicit or accept, to or from an official, director, employee or other representative of any government, of any government department, agency, or instrumentality thereof (including state-owned, state controlled or state-operated entities), of any public international organization (such as the World Bank), or any official representative of the foregoing, or of any political party (domestic or otherwise), party official, or candidate for public office (Public Official) or to or from any other person, whether

directly or indirectly, any payment, gift, service, thing of value or other advantage where such an action would violate any applicable anti-corruption or anti-bribery law, including but not limited to the Australian Criminal Code Act 1995 (Cth), the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act (Anti-Bribery and Corruption Laws);

- ii. Builder and its Personnel will comply with Anti-Bribery and Corruption Laws; and
- iii. Builder shall maintain in place throughout the term of this Agreement internal controls and policies and procedures to ensure compliance with Anti-Bribery and Corruption Laws (which policies and procedures shall be disclosed to VP on request) and will enforce them where appropriate.
- iv. Builder agrees that upon written notice, VP may audit the books and records of Builder concerning its performance of this Contract, and Builder agrees to cooperate with such audit and make records and personnel available to VP or its representatives engaged in connection with any audit for the purpose of ensuring Builder's compliance with this Section.

b. Trade Sanctions. Builder represents and warrants that at all relevant times:

- i. it shall comply with all financial, economic and trade sanctions (whether primary or secondary), and export controls laws and regulations (or any similar restrictions) imposed by the United Nations or the governments of Australia, the United Kingdom, European Union, the United States of America and any other country with jurisdiction over any transaction or activity contemplated by this Contract (**Sanctions Laws**);
- ii. neither it, any of its subsidiaries, any of its or its subsidiaries respective personnel, nor any of its shareholders (or group of related shareholders) holding more than 50% of the share capital in it or its subsidiaries, is an individual or entity that is, or is owned or controlled by, or acting on behalf of, or as a re-seller for, persons or entities that are designated under Sanctions Laws, or are resident in, nationals of, or organised and located in, any countries or territories that are subject to comprehensive sanctions (that effectively block all trade with sanctioned countries, at the date of this Agreement namely Iran, Syria, North Korea, Cuba, or Crimea and Sevastopol) administered or enforced by the United Nations or by the governments of Australia, the United Kingdom, European Union, or the United States of America; and
- iii. it shall not involve any persons or entities designated under Sanctions Laws in any activities relating in any way to this Contract;

In the event that Builder or any of its shareholders or subsidiaries (or any of it or its shareholders and subsidiaries directors, officers, employees, agents or subsidiaries), becomes designated under Sanctions Laws (or is owned or controlled by, or is acting on behalf of, a person or entity that becomes designated under Sanctions Laws), or VP considers at its sole discretion that such designation is imminent under Sanctions Laws, then VP may terminate the Agreement with immediate effect by providing written notice of termination to Builder.

c. Notice. Upon becoming aware of any actual, reasonably suspected or anticipated breach of this Section, Builder must immediately provide written notice of the breach giving full details of such breach to VP.

d. Right of Termination

- i. If Builder is in breach of any part of this Section, or VP reasonably suspects such a breach in its sole discretion, without prejudice to any other remedy which VP may have, VP may immediately terminate the Agreement for breach by providing written notice of termination to Builder.
- ii. Notwithstanding any other provision of this Contract, as a consequence of termination under this Section, VP shall have no further liability under this Agreement and shall not be liable for any loss or damage or other costs or expenses of any kind whatsoever that Builder may suffer as a result of such termination.
- iii. Any right of termination under this clause is in addition to any other right of termination VP may have under the Agreement or at Law.

1-5-21

This purchase order is subject to the Varco Prudent Buildings Purchase Order Terms and Conditions attached hereto

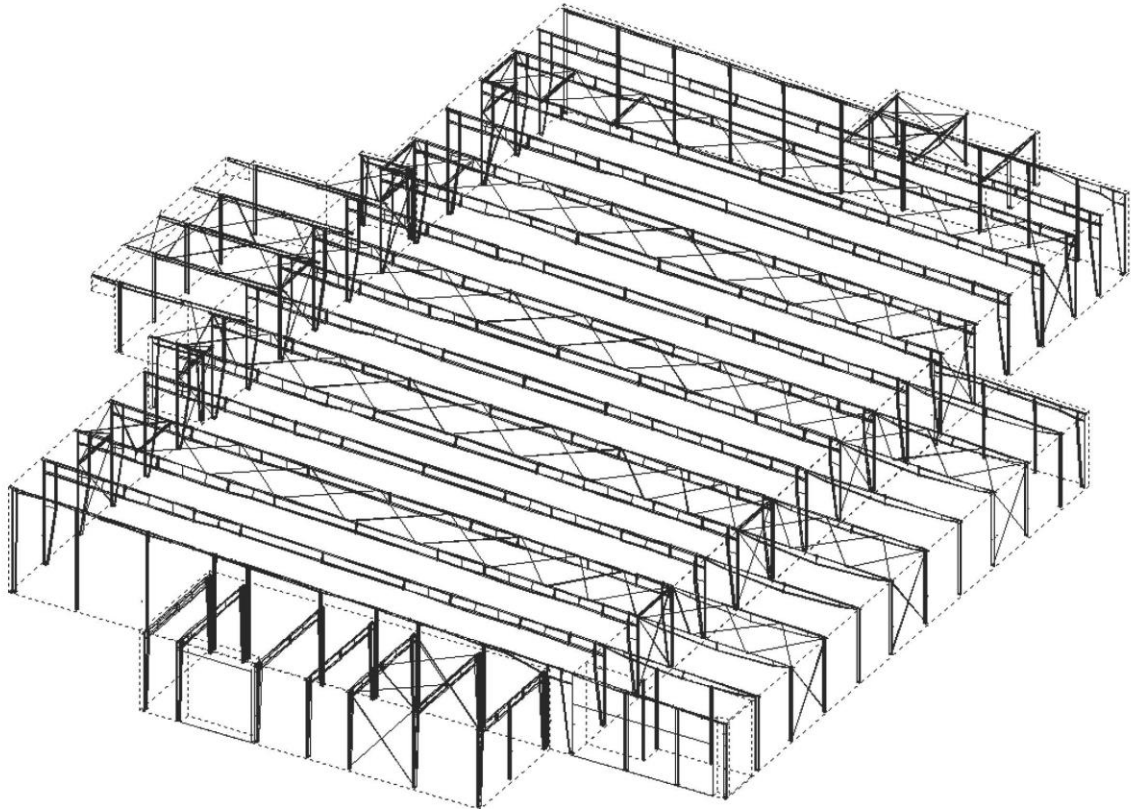
Authorized Builder / Customer Signature	Title	Date
Accepted Varco Pruden Buildings Signature	Title	Date



(ORDER ENTRY)

**Varco Pruden Buildings
Quotation For**

ALACHUA COUNTY
SPORTS EVENTS CENTER
at
CELEBRATION POINTE



A handwritten signature in black ink, appearing to read 'G. Chad Smith'.

VP Buildings -- Southern Region

G. Chad Smith, PE

Rev0 03-31-2021

Rev1 05-07-2021

Rev2 06-03-2021

Rev3 06-03-2021

Varco Pruden Buildings STANDARD Material Contract Proposal

ALACHUA COUNTY SPORTS EVENTS CENTER GAINSVILLE, FL 32608

Overall Building Description

Shape	Overall Width	Overall Length	Floor Area (sq. ft.)	Wall Area (sq. ft.)	Roof Area (sq. ft.)	Max. Eave Height	Min. Eave Height 2	Max. Roof Pitch
Main Event Arena	242/0/0	412/8/0	99865	32156	99952	45/1/0	35/0/0	-0.500:12
Cheer-Archery Area	66/0/0	268/8/0	17732	13103	17747	35/0/0	32/3/0	-0.500:12
South Lobby - Training Center	51/4/0	146/0/0	7495	8458	7495	34/0/11	34/0/0	0.013:12
West Lobby(PEMB)	54/8/0	158/8/0	6919	8179	7946	30/6/11	30/6/0	-0.013:12
Mechanical Area	40/8/0	62/0/0	2521	3227	2521	22/6/9	22/6/0	-0.014:12
Total For All Shapes			134532	65122	135661			

Covering Summary

Side	Panel Type	Thickness	Finish	Color	Area (sq. ft.)
Wall (Multi-Pattern)	3.00" Insulated Metal Panel by Others 42" Wide -- Color-1	T.B.D.	T.B.D.	T.B.D.	T.B.D.
	3.00" Insulated Metal Panel by Others 42" Wide -- Color-2	T.B.D.	T.B.D.	T.B.D.	T.B.D.
	3.00" Insulated Metal Panel by Others 36" Wide -- Color-3	T.B.D.	T.B.D.	T.B.D.	T.B.D.
Roof	SSR w/ R35 PurlinGuide System by Others X-Tall(5.0") Clips & ThermalBlock per Customer Request	24	Galvalume	N/A	117,303
Roof	1.50" B-Deck By Varco Pruden [Max 6.0" PolyISO By Others]	22	G60 Galv.	N/A	18,364
Commonwall & Future Commonwall Areas	7.00" Insulated Metal Panel by Others 42" Wide -- Color-4	T.B.D.	T.B.D.	T.B.D.	T.B.D.
2 nd Floor Decking	VP DeckLiner NonComposite Form Deck [0.50" Deep x 36" Coverage]	22ga	Galvalume	N/A	15,750

GOVERNING BUILDING CODES:

Varco Pruden Buildings ("VP" or "VP Buildings") utilizes those standards, specifications and/or interpretations and recommendations of professionally recognized agencies and groups such as AISC, AISE, AWS, ASTM, CMAA, MBMA, SJI, Federal etc. as the basis in establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances. This proposal is based on VP Buildings standards recognizing the following codes.

- **FBC-2020** – 7th Edition (2020) Florida Building Code - Building
- **IBC-2018** – 2018 International Building Code
- **ASCE7-16** – 2016 American Society of Civil Engineers
- **AISC-16** – 2016 American Institute of Steel Construction
- **AISI-16** – 2016 American Iron and Steel Institute
- **MBMA-18** – 2012 Metal Building Manufacturers of America



Varco Pruden Buildings STANDARD Material Contract Proposal

LOADING:

Building codes, environmental loading and application of loads have been provided by **Customer Specification, Drawings, and/or applied per 2018-MBMA, USGS, and Building Code data** for this building. Acceptance of this proposal is acceptance of the loading and application described below. Advise prior to building order if any revisions are required due to project or local code requirement. Changes to the building code or loading will result in a revision to the quoted pricing.

Loads and Codes

City: Gainesville	County: Alachua	State: Florida	Country: United States
Building Code: 7th Edition (2020) Florida Building Code - Building	Structural: 16AISC - ASD	Rainfall: I: 9.00 inches per hour	
Based on Building Code: 2018 International Building Code	Cold Form: 16AISI - ASD	f _c : 3000.00 psi Concrete	
Building Risk/Occupancy Category: III (Hazardous / Special Occupancy)			

Dead and Collateral Loads

Collateral Gravity: 10.00 psf (TYPICAL)
 Collateral Gravity: 20.00 psf (MECHANICAL AREA)
 Collateral Uplift: 0.00 psf

Roof Live Load

Roof Live Load: 20.00 psf Reducible

Wind Load

Wind Speed: Vult: 135.00 (Vasd: 104.57) mph
 Wind Enclosure: Enclosed
 Height Used: 35/0/0 (Type: Eave)
 Base Elevation: 0/0/0
 Site Elevation: 0.0 ft
 Primary Zone Strip Width: 2a: 35/0/0
 Velocity Pressure: qz: 46.66 psf
 Topographic Factor: Kzt: 1.0000
 Directionality Factor: Kd: 0.8500
 Ground Elevation Factor: Ke: 1.0000
Primaries
 Primaries Wind Exposure: C - Kz: 1.015
 Basic Wind Pressure: q: 40.24 psf

Gust Factor: G: 0.8500
 Least Horiz. Dimension: 362/8/0
 Hurricane Prone Region
 NOT Windborne Debris Region
 Parts / Portions Zone Strip Width:
 Walls, a: 17/6/0
 Roof(s), 0.6h: 21/0/0
 $qz = 0.00256 * (1.00) * (135.00)^2 * (1.00)$
 The 'All Heights' Method is Used
Parts and Portions
 Parts Wind Exposure Factor: 1.015
 Basic Wind Pressure: 40.24 psf

Snow Load

Ground Snow Load: pg: 0.00 psf
 Flat Roof Snow: pf: 0.00 psf
 Design Snow (Sloped): ps: 0.00 psf
 Snow Accumulation Factor: 1.000
 Snow Importance: Is: 1.100
 Ground / Roof Conversion: 0.70

Rain Surcharge: 0.00
 Exposure Factor: 2 Partially Exposed Ce: 1.00
 Thermal Factor: Heated - Ct: 1.00
 Obstructed or Not Slippery
 Slope Reduction: Cs: 1.00
 Slope Used: 2.386 deg. (0.500:12)

Seismic Load

Lateral Force Resisting Systems using Equivalent Force Procedure
 Mapped MCE Acceleration: Ss: 7.70 %g
 Mapped MCE Acceleration: S1: 4.50 %g
 Site Class: Stiff soil (D) - Default
 Seismic Importance: Ie: 1.250
 Design Acceleration Parameter: Sds: 0.0821
 Design Acceleration Parameter: Sd1: 0.0720
 Seismic Design Category: B
 % Snow Used in Seismic: 0.00
 Seismic Snow Load: 0.00 psf
 Diaphragm Condition: Flexible
 Fundamental Period Height Used: 40/0/8

Transverse Direction Parameters

System NOT detailed for Seismic
 Redundancy Factor: Rho: 1.00
 Fundamental Period: Ta: 0.5360
 R-Factor: 3.00
 Overstrength Factor: Omega: 2.50
 Deflection Amplification Factor: Cd: 3.00
 Base Shear: V: 0.0342x W

Longitudinal Direction Parameters

System NOT detailed for Seismic
 Redundancy Factor: Rho: 1.00
 Fundamental Period: Ta: 0.3184
 R-Factor: 3.00
 Overstrength Factor: Omega: 2.50
 Deflection Amplification Factor: Cd: 3.00
 Base Shear: V: 0.0342x W



Varco Pruden Buildings STANDARD Material Contract Proposal

LOAD COMBINATIONS:

- **As specified by Building Code**

DEFLECTIONS:

Frames:

- Vertical = **L/240** based on **Roof-Live, Snow, or 10y Wind**
 = **L/360** based on **PEMB Dead Load**
 = **L/240** based on **PEMB Dead Load + CG Allowance(10.0-psf)**
 = **L/240** based on **PEMB Dead Load + Susp. Equipment + 0.30*CG (3.0-psf)**
- Horizontal = **H/400** based on **10y Wind, Crane-Lateral**
 = **ASCE7 Story Drift** based on Code Seismic

Purlins:

- Vertical = **L/240** based on **Roof-Live** or **10y Wind**
 = Positive Drainage Maintained

Girts & Spandrel Beams:

Horizontal = **L/ 240** based on **10y Wind**

Mezzanine Girders & Jr Beams:

- Vertical = **L/360** based on **Floor-Live**
 = **L/240** based on **D+CG+FL**

RoofLine Equipment Support Beams:

- Vertical = **L/360** based on **Equipment Operating Load**

FUTURE EXPANSION:

- **None**

SPECIFIC POINT, LINE, & AREA LOADS:

- **Roofline Equipment Support per Portor Preliminary Documents**
 - **Static Load Document(5-pages)**
 - **MultiCourt Layout Document (65-Pages)**
- **Equipment Qty's and Description**
 - **Qty: (32) Basketball Goals – Maximum 2,500-lb Operating Force per Goal**
 - **Qty: (14) Scoreboard Assembly – Maximum 2,500-lb Operating Force**
 - **Qty: (18) VolleyBall Net Assemblies – Maximum 4,000-lb Operating Force per Net**
 - **Qty: (600-LF) Lightweight Divider Curtain – Maximum 20-plf Operating Force**
 - **Qty: (6) Batting Cage Assemblies – Maximum 5,000-lb Operating Force per Goal**
- ****PEMB Scope & Pricing are Pending Review of Final Equipment Layout Documents****

NOTE: ALL Support requirements for materials by others must be coordinated by the engineer responsible for design of such material. Weights, Loads(Vertical & Lateral) must be supplied to VP Buildings for incorporation into PEMB design. This estimate represents loading & load-path assumptions made at time of estimate in absence of this information and is subject to review and repricing once information becomes available.

 EMES0101-VPB

Revision: 38 Effective 4/5/18

Page 4

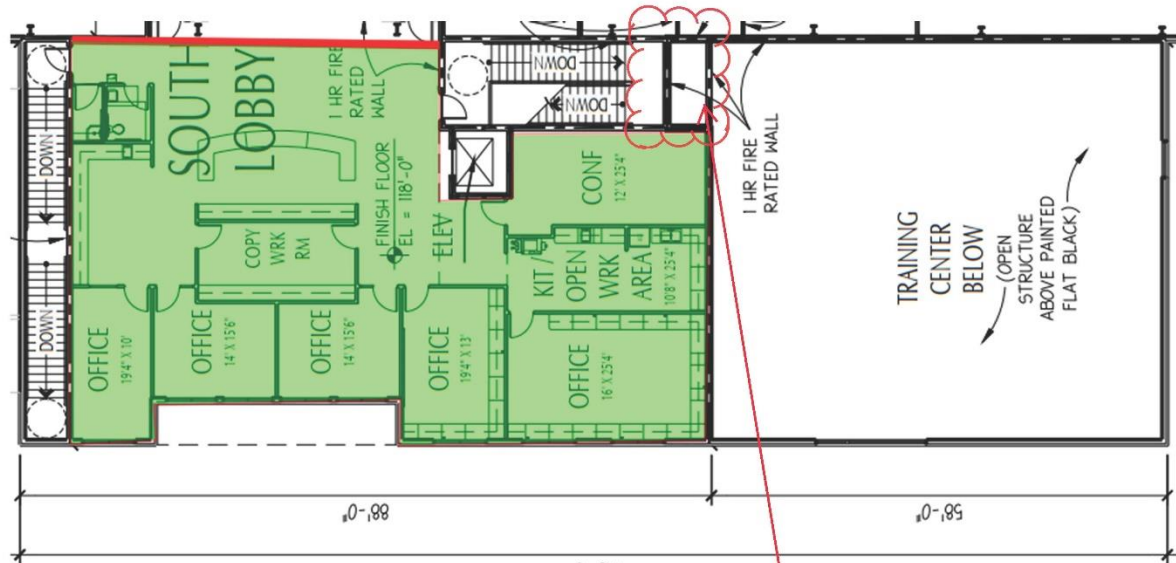
Varco Pruden Buildings STANDARD Material Contract Proposal

2nd FLOOR FRAMING, MEZZANINE, CATWALKS, & PLATFORMS:

SOUTH LOBBY AREA -- 2-Story AREA : Mezzanine 1 @ 12/0/0

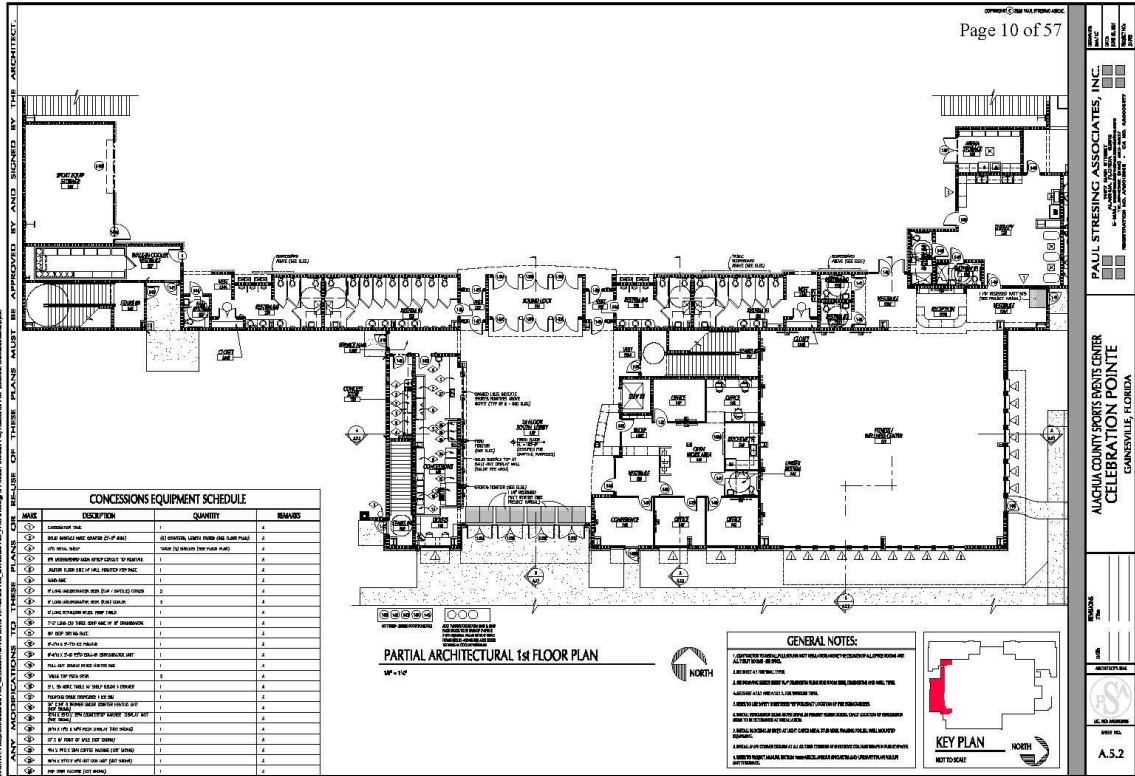
Floor Type	Non-Composite	Loading Type	Office
Top of Floor	12/0/0	Floor Dead Load	33.00 psf – NW on 22ga Deckliner
Total Thickness of Deck + Topping	0/3/0	Floor Live Load	80.00 psf Not Reducible
Top of Joist	11/9/0	Collateral Load	5.00 psf
Min. Clearance from Floor to Joist	10/0/0	Partition Load(Not Incl in FD);	20.00 psf
Min. Clearance from Floor to Rafter	9/0/0	Floor Live Load Deflection	360
Mezzanine Category	Partial Floor	Floor Dead + Floor Live Deflection	240
Bracing Category	Braced		

- **80'-0" x 51'-4" 2nd Floor Structure -- ~3,250-SF**
 - **Includes Beams, Joists, Deck, Auxiliary Columns, Bracing and Connections**
 - **Single Line of Aux-Col/Beam @ 25'-8"/25'-8"**
 - **Aux Columns at Frame lines & As Needed around Stair/Elevator**
 - **Floor Deck is to be attached via 5/8" Non-ICBO Welds**
 - **Stair & elevator areas are Fully Independent of PEMB System & Floor Structure**



This space doesn't exist. Please refer to architect's latest plans.

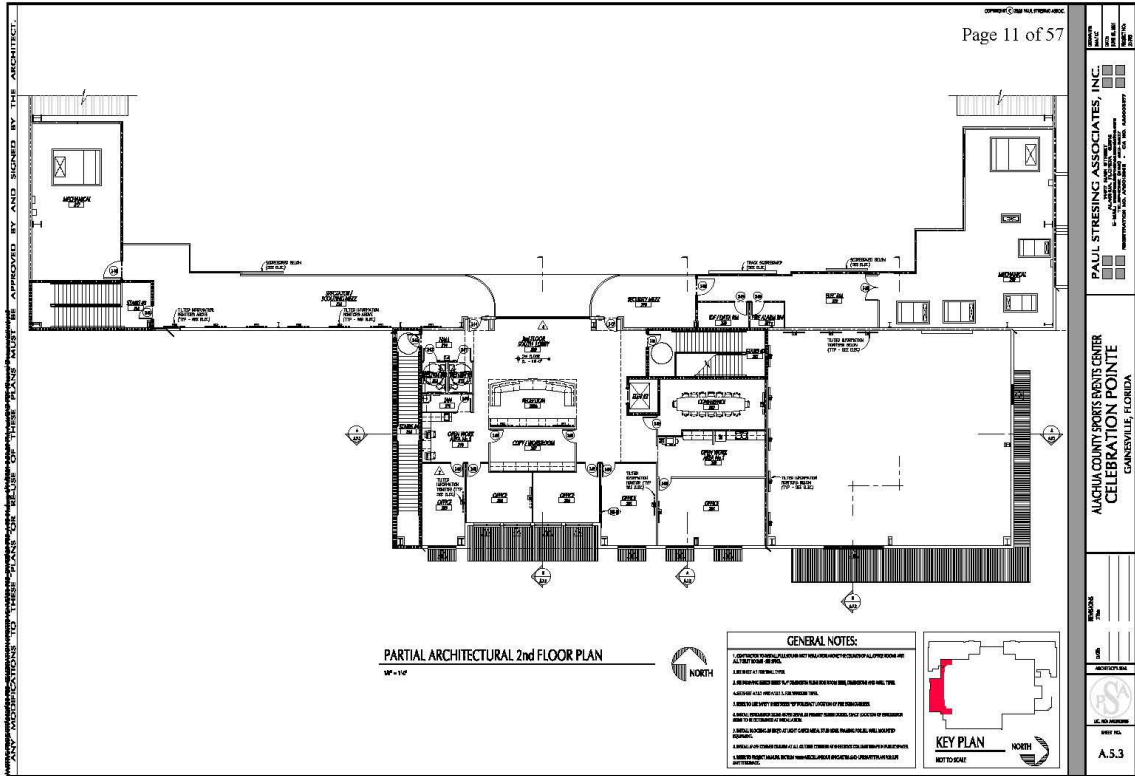
Jahk

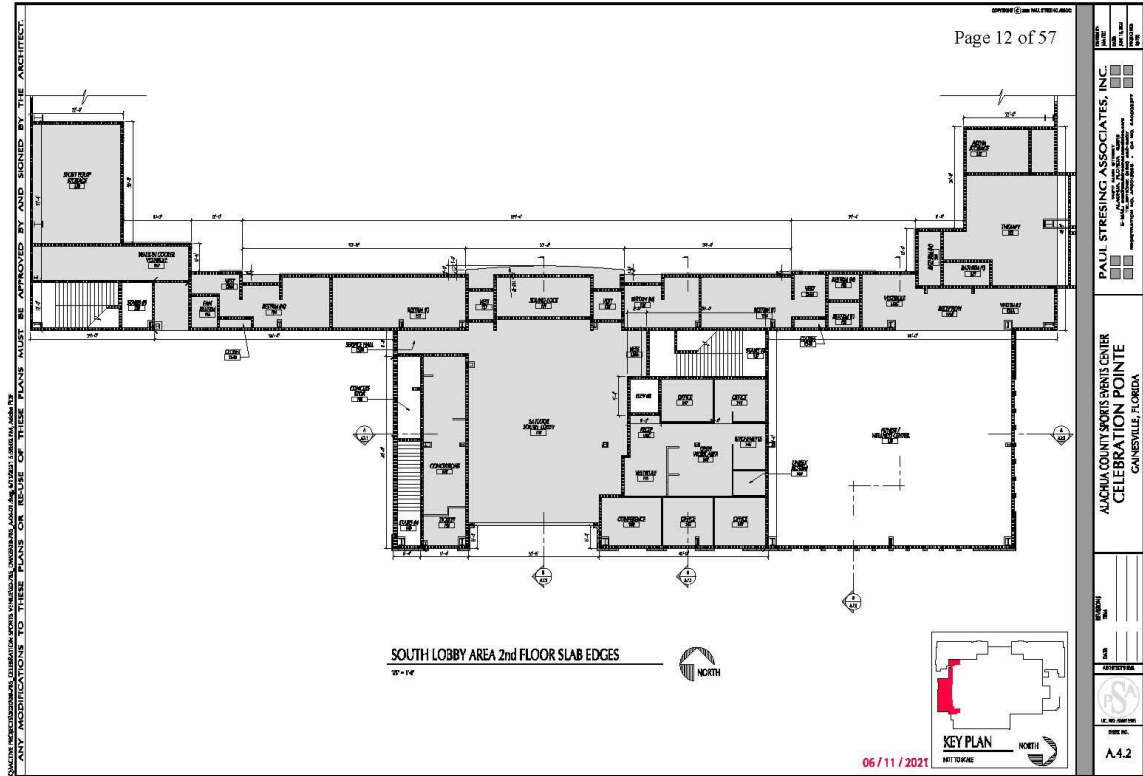


PAUL STRESSING ASSOCIATES, INC.
 1400 W. UNIVERSITY BLVD., SUITE 100
 GAINESVILLE, FLORIDA 32608

AUCHA COUNTY SPORTS CENTER
 CELEBRATION POINTE
 GAINESVILLE, FLORIDA

DATE: 11/11/11
 DRAWING NO: A.S.2





CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE ANY CONSTRUCTION. ANY CHANGES TO THESE PLANS OR REUSE OF THESE PLANS MUST BE APPROVED BY AND SIGNED BY THE ARCHITECT.

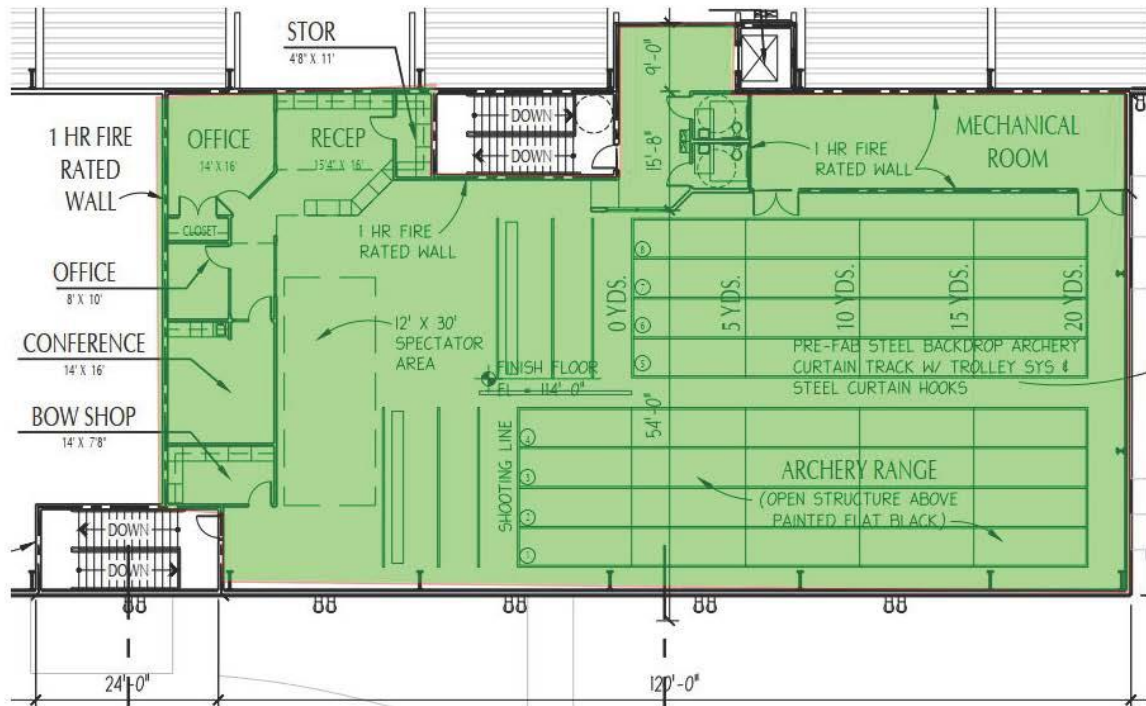
PAUL STRESING ASSOCIATES, INC. ARCHITECTS 1401 W. UNIVERSITY AVENUE, SUITE 200 GAINESVILLE, FLORIDA 32609 TEL: 352.336.1111 FAX: 352.336.1112	
ALACHUA COUNTY SPORTS CENTER CELEBRATION POINTE GAINESVILLE, FLORIDA	
SHEET NO. A.4.2 DATE 06/11/2021	SCALE AS SHOWN DRAWN BY MT/TK/MS CHECKED BY MT/TK/MS APPROVED BY MT/TK/MS

Varco Pruden Buildings STANDARD Material Contract Proposal

CHEER AREA -- 2-Story : Mezzanine 2 @ 12/0/0

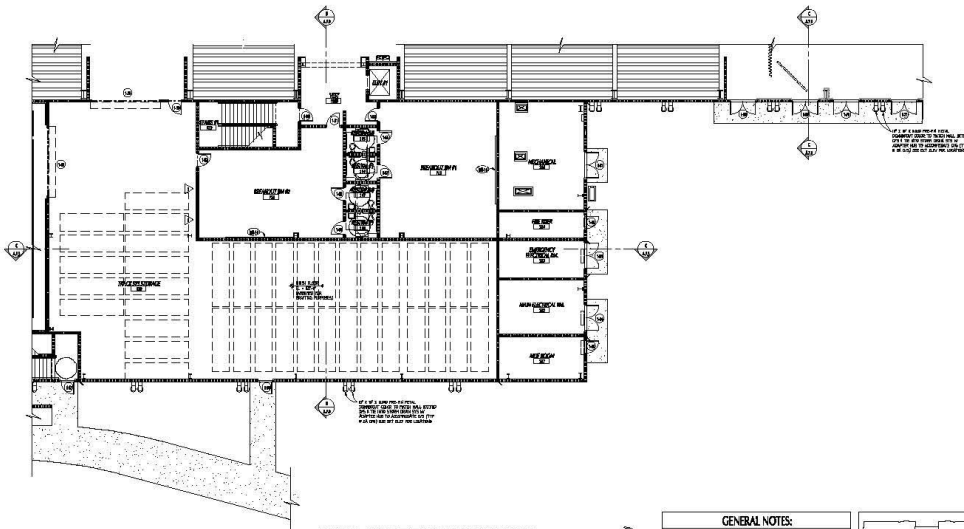
Floor Type	Non-Composite	Loading Type	Office
Top of Floor	12/0/0	Floor Dead Load	33.00 psf – NW on 22ga Deckliner
Total Thickness of Deck + Topping	0/3/0	Floor Live Load	80.00 psf Not Reducible
Top of Joist	11/9/0	Collateral Load	5.00 psf
Min. Clearance from Floor to Joist	10/0/0	Partiti on Load(Not Incl in FD):	20.00 psf
Min. Clearance from Floor to Rafter	9/0/0	Floor Live Load Deflection	360
Mezzanine Category	Partial Floor	Floor Dead + Floor Live Deflection	240
Bracing Category	Braced		

- **128'-0" x 66'-0" 2nd Floor Structure -- ~8,200-SF**
 - **Includes Beams, Joists, Deck, Auxiliary Columns, Bracing and Connections**
 - **(2) Lines of Aux-Col/Beam @ 22'-0"/22'-0"/22'-0"**
 - **Aux Columns at Frame lines & As Needed around Stair/Elevator/Midbay**
 - **Floor Deck is to be attached via 5/8" Non-ICBO Welds**
 - **Stair & elevator areas are Fully Independent of PEMB System & Floor Structure**



Jahs

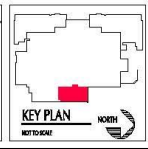
QUANTITY AND DIMENSIONS OF MATERIALS SHOWN ON THESE PLANS MUST BE APPROVED BY THE ARCHITECT. ANY MODIFICATIONS TO THESE PLANS OR CHANGE OF MATERIALS MUST BE APPROVED BY THE ARCHITECT.



PARTIAL ARCHITECTURAL 1st FLOOR PLAN
WP-110



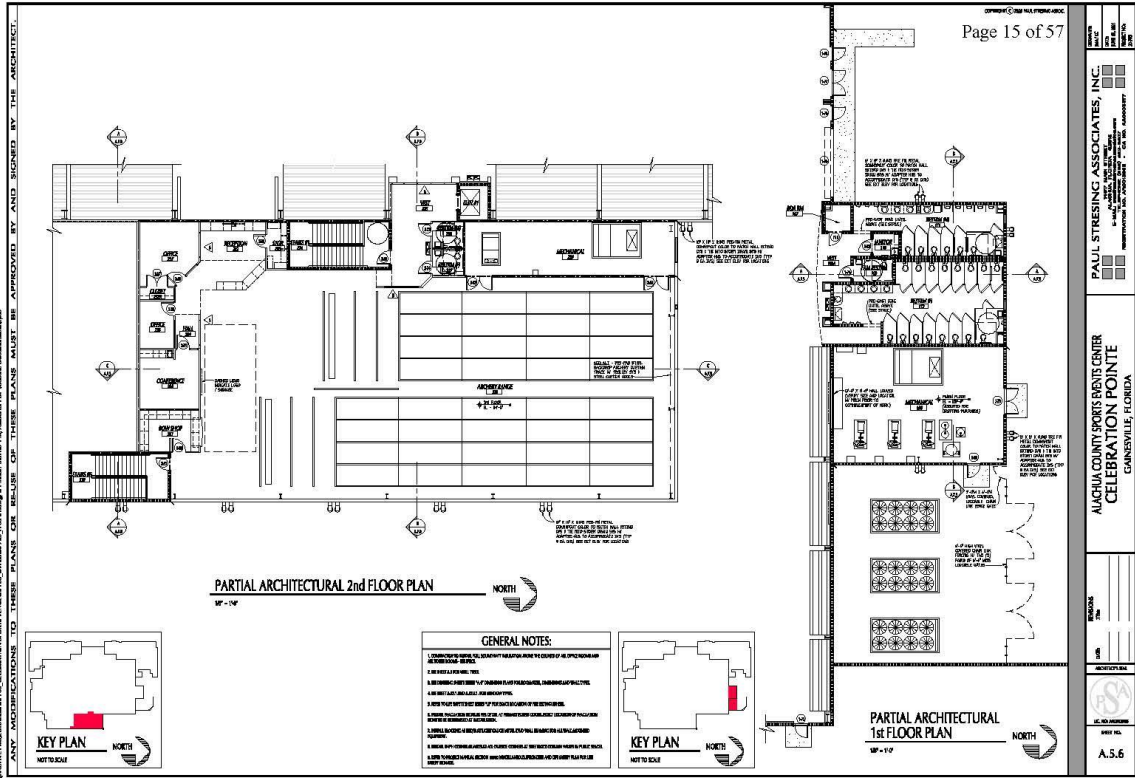
- GENERAL NOTES:**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND ALL EXISTING CONDITIONS.
 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.

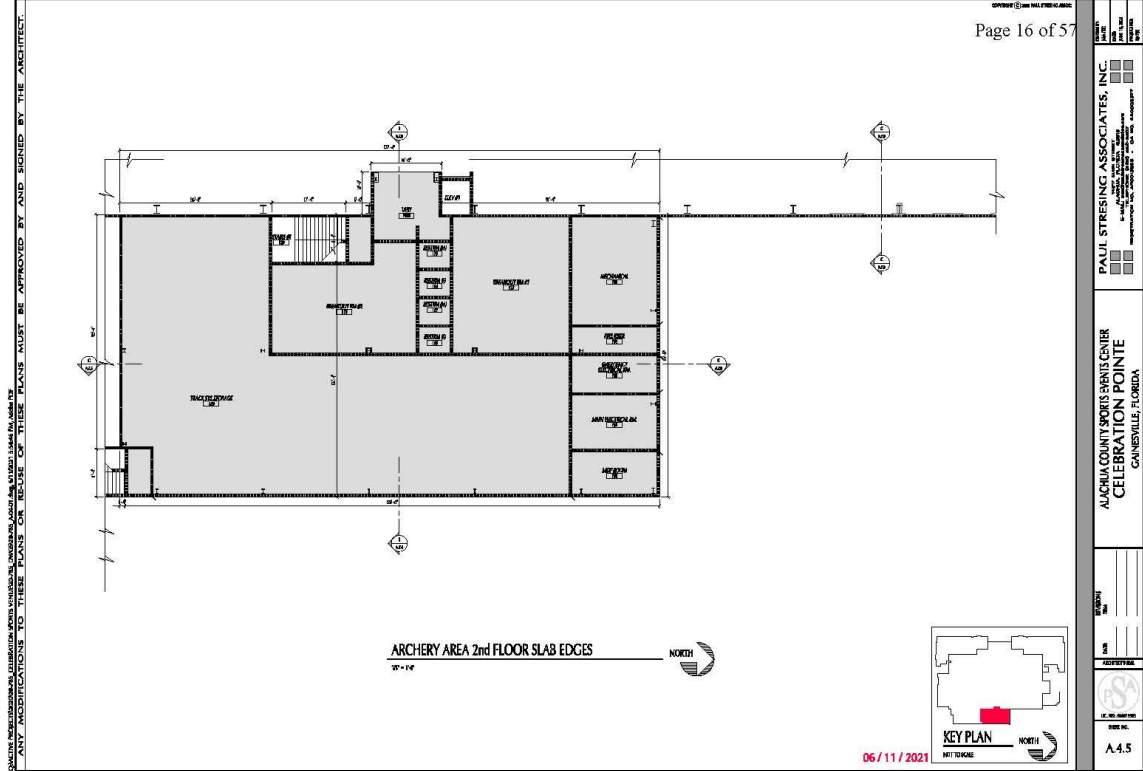


PAUL STRESSING ASSOCIATES, INC.
 14000 W. UNIVERSITY BLVD., SUITE 200
 TAMPA, FL 33613
 TEL: 813.973.1111
 FAX: 813.973.1112
 WWW.PAULSTRESSING.COM

**ALACHUA COUNTY SPORTS BOYS CENTER
 CELEBRATION POINTE
 GAINESVILLE, FLORIDA**

DATE: 11/11/11
 DRAWING NO: A.S.5





PAUL STRESING ASSOCIATES, INC.
 ARCHITECTS
 1000 UNIVERSITY BLVD., SUITE 100
 GAINESVILLE, FLORIDA 32601-2799
 TEL: 352-389-8888 FAX: 352-389-8889
 WWW.PAULSTRESING.COM

ALACHUA COUNTY SPORTS CENTER
 CELEBRATION POINTE
 GAINESVILLE, FLORIDA

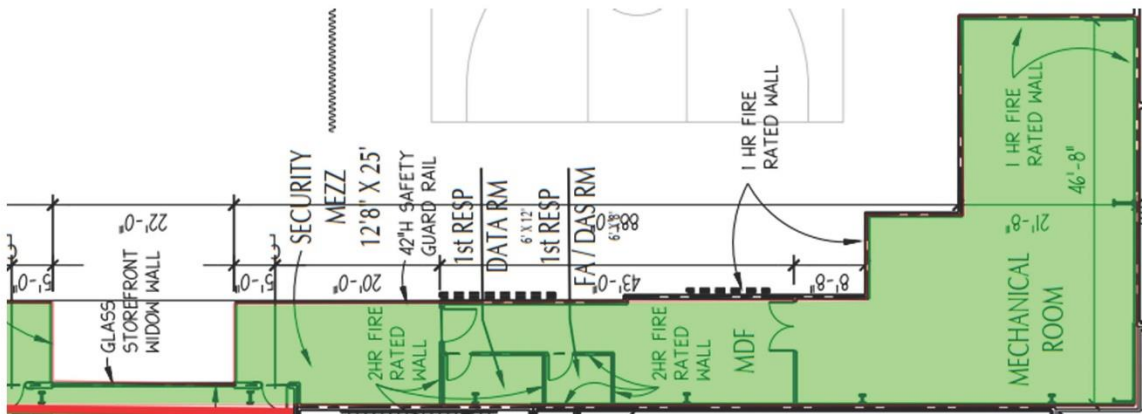
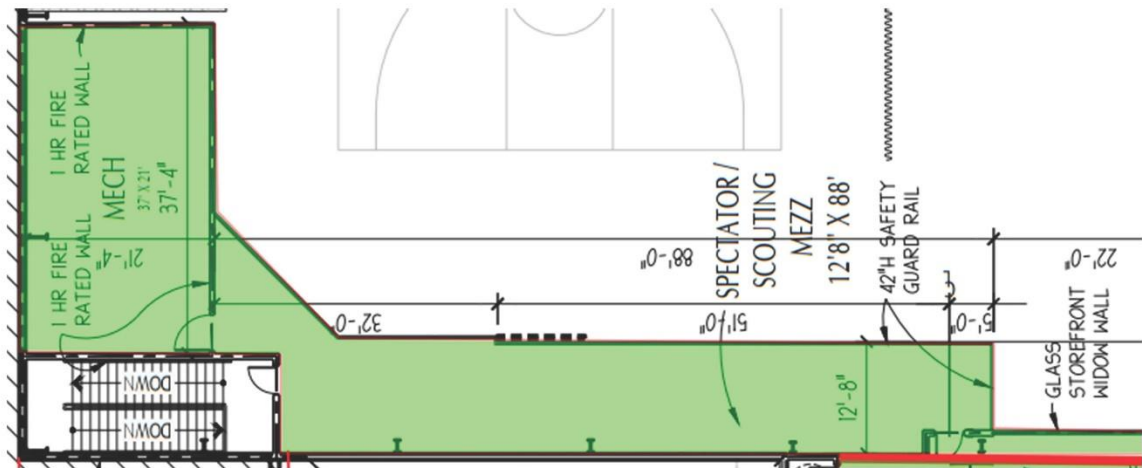
DATE: 06/11/2021
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NO: 20190001
 SHEET NO: A.4.5

Varco Pruden Buildings STANDARD Material Contract Proposal

ARENA AREA – Observation Deck : Mezzanine 3 & 4 @ 12/0/0

Floor Type	Non-Composite	Loading Type	Office
Top of Floor	12/0/0	Floor Dead Load	33.00 psf – NW on 22ga Deckliner
Total Thickness of Deck + Topping	0/3/0	Floor Live Load	80.00 psf Not Reducible
Top of Joist	11/9/0	Collateral Load	5.00 psf
Min. Clearance from Floor to Joist	10/0/0	Partition Load(Not Incl in FD):	20.00 psf
Min. Clearance from Floor to Rafter	9/0/0	Floor Live Load Deflection	360
Mezzanine Category	Partial Floor	Floor Dead + Floor Live Deflection	240
Bracing Category	Braced		

- **Full Arena Width x 12'-8 to 46'-8" Long 2nd Floor Structure -- ~4,300-SF**
 - **Includes Beams, Joists, Deck, Auxiliary Columns, Bracing and Connections**
 - **Aux-Col/Beams @ Inner Wall line at EP-Locations and as needed at stair areas**
 - **Floor Deck is to be attached via 5/8" Non-ICBO Welds**
 - **Stair & elevator areas are Fully Independent of PEMB System & Floor Structure**

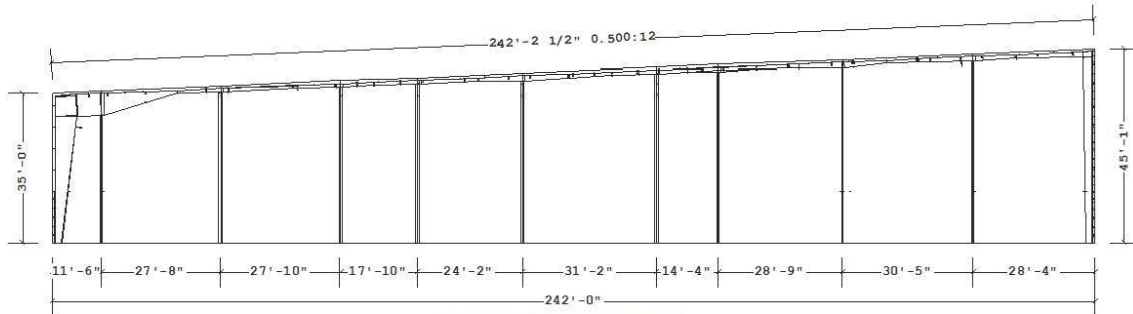


Jah

Varco Pruden Buildings STANDARD Material Contract Proposal

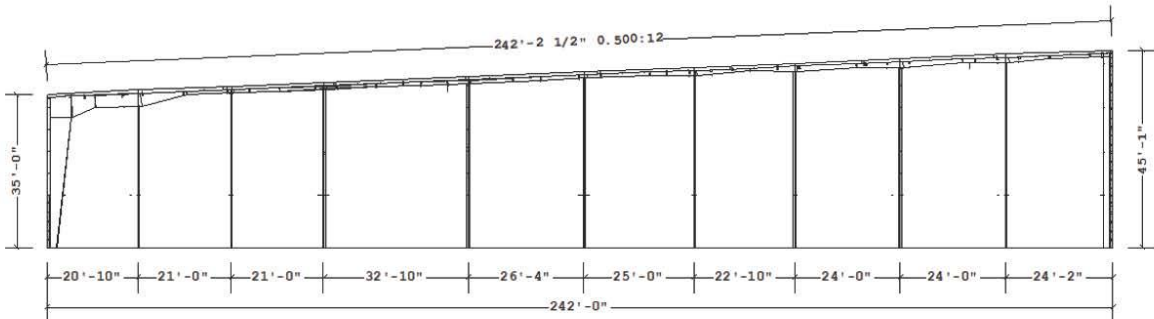
PRIMARY FAMES – MAIN ARENA

- **Half-Load Continuous Beam(CB)** This Non-Expandfable endframe type utilizes pinned base tapered depth sidewall columns. The frame spans across the interior space with spans as indicated.



SOUTH ENDFRAME

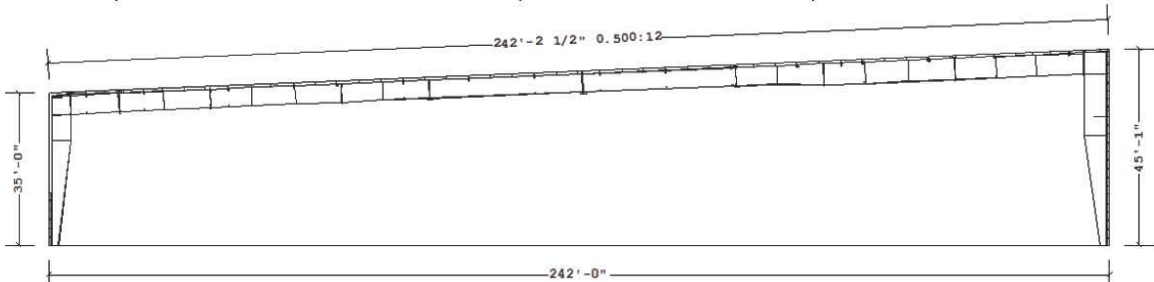
Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout



NORTH ENDFRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

- **Full-Load Clearspan Rigid Frame(RF)** This frame type utilizes pinned base tapered depth sidewall columns. The frame spans across the interior space with no interior columns



TYPICAL INTERIOR FRAME

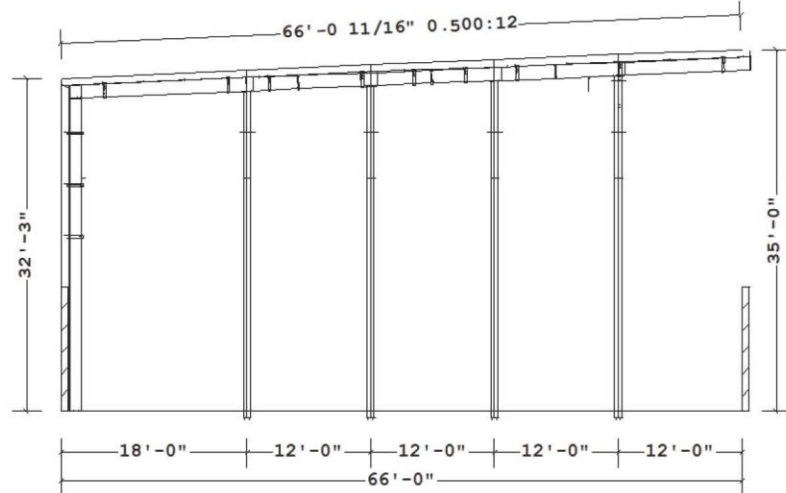
Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

Jah

Varco Pruden Buildings STANDARD Material Contract Proposal

PRIMARY FAMES – CHEER AREA

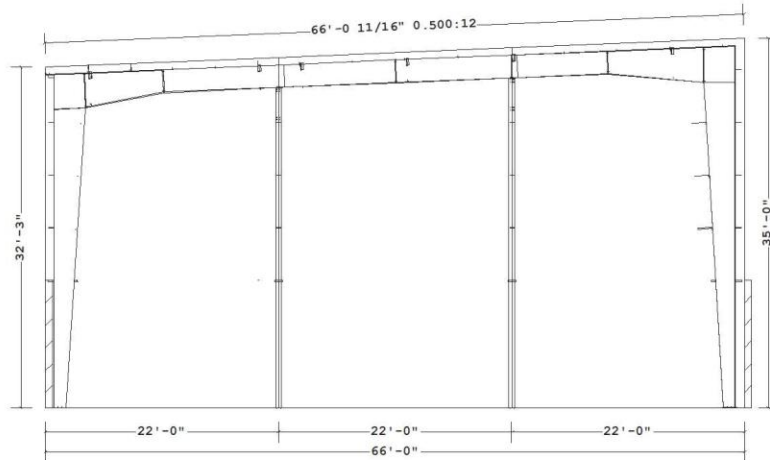
- Half-Load Continuous Beam LeanTo(CBLT)** This Non-Expandable endframe type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line.



SOUTH ENDFRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

- Half-Load Continuous Beam(CB)** This Non-Expandable endframe type utilizes pinned base tapered depth sidewall columns. The frame spans across the interior space with spans as indicated.



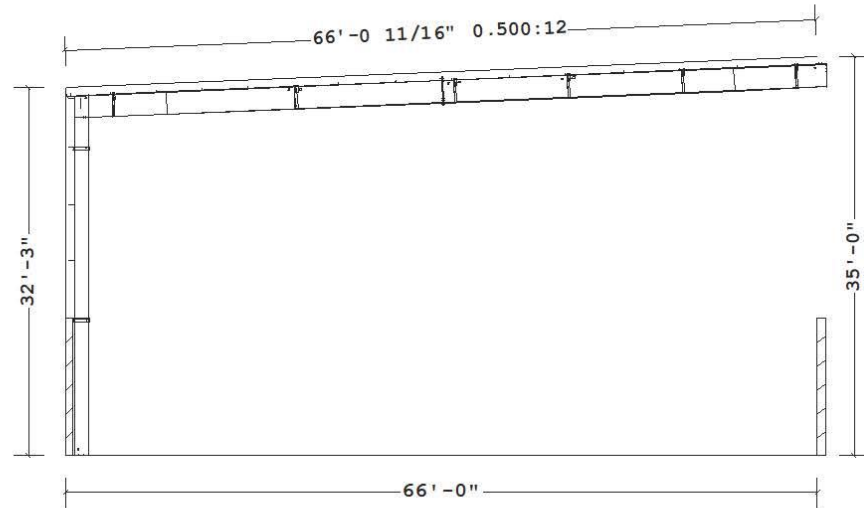
NORTH ENDFRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

Jahk

Varco Pruden Buildings STANDARD Material Contract Proposal

- **Full-Load Clearspan LeanTo(LT)** This frame type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line



TYPICAL INTERIOR FRAME

Column Base = 0'-0" BFF (Elev: 100'-0") – Clearance 25'-0" Throughout

- **Partition Posts(PEP)** This frame type utilizes pinned base straight columns. The columns are supported in the roof line via purlins or Roof Beams.

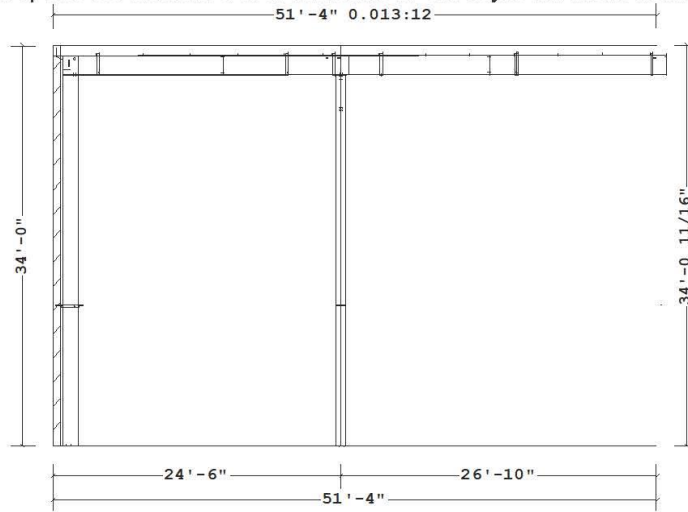
[REMOVED]

Jahk

Varco Pruden Buildings STANDARD Material Contract Proposal

PRIMARY FAMES – SOUTH LOBBY

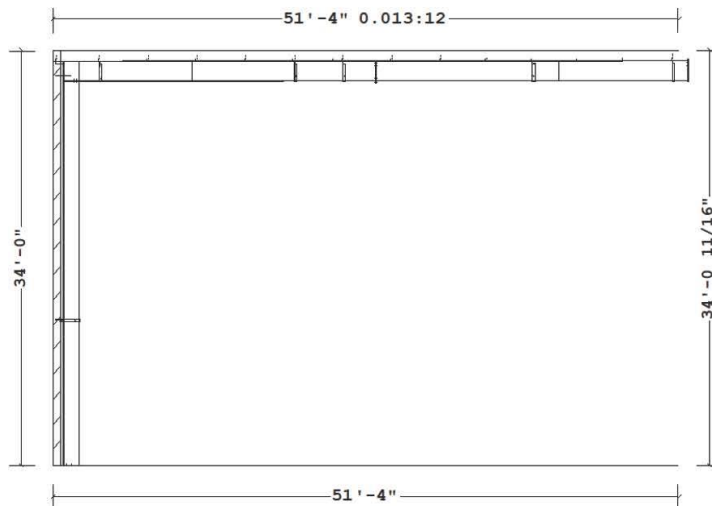
- **Half-Load Continuous Beam LeanTo(CBLT)** This Non-Expandable endframe type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line.



EAST ENDFRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

- **Clearspan LeanTo(LT)** This frame type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line



Jah

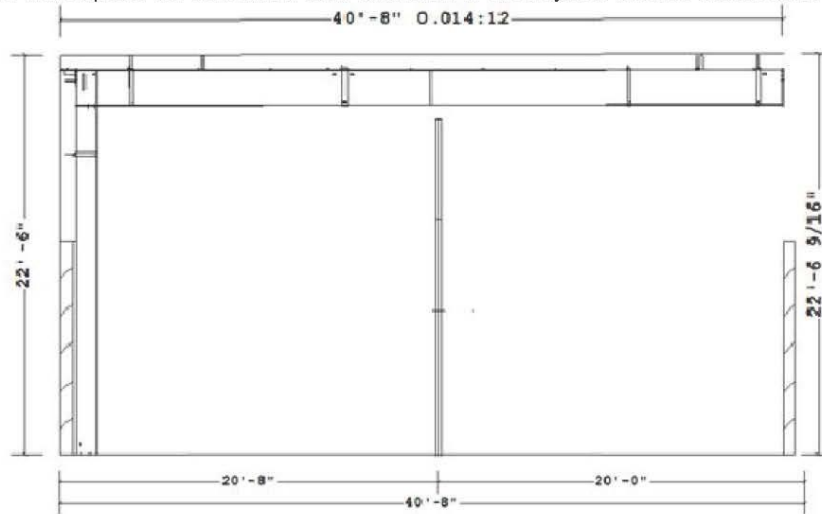
WEST ENDFRAME & TYPICAL INTERIOR FRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

Varco Pruden Buildings STANDARD Material Contract Proposal

PRIMARY FAMES – MECHANICAL AREA

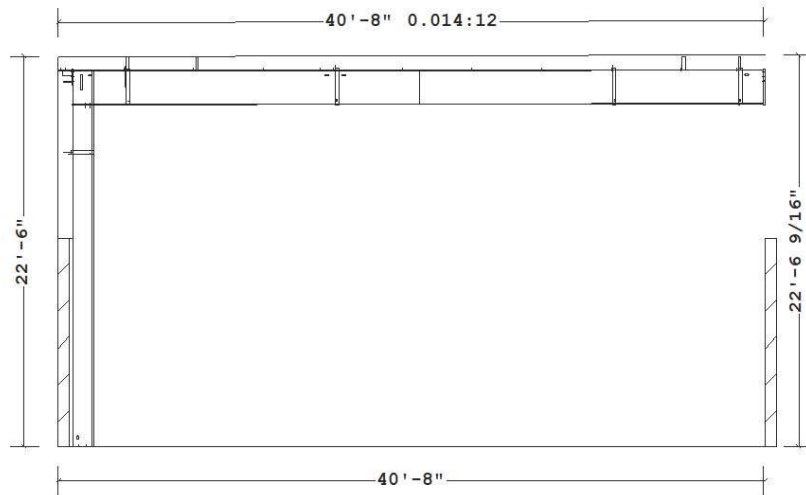
- **Half-Load Continuous Beam LeanTo(CBLT)** This Non-Expandable endframe type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line.



TYPICAL ENDFRAME

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

- **Full-Load Clearspan LeanTo(LT)** This frame type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line



INTERIOR FRAME

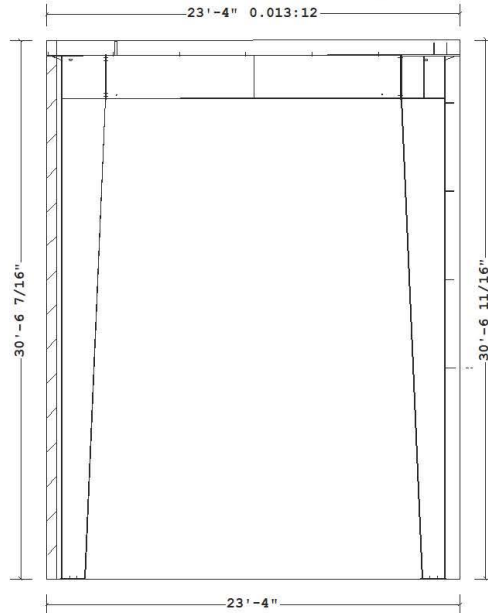
Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

Jahk

Varco Pruden Buildings STANDARD Material Contract Proposal

PRIMARY FAMES – WEST LOBBY

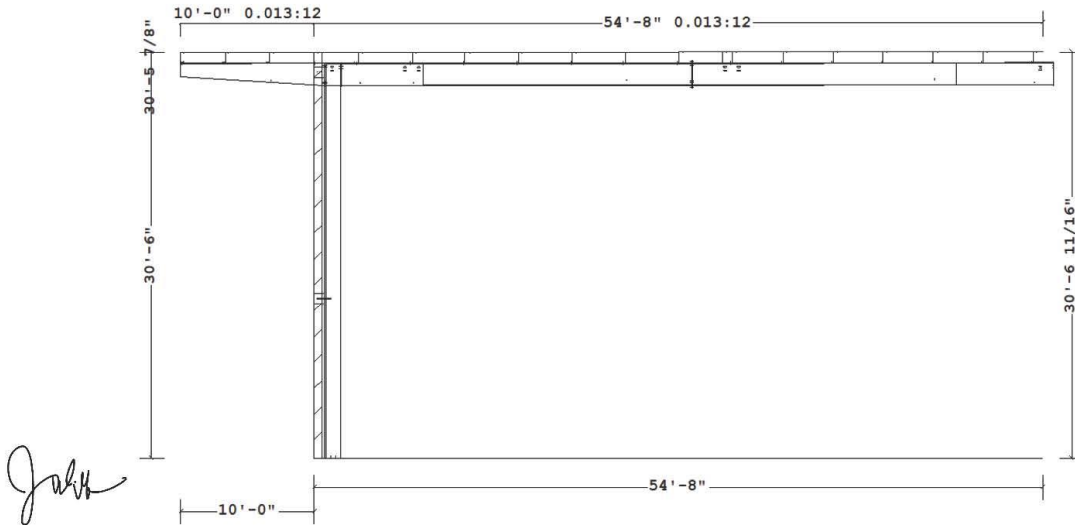
- **Half Load ClearSpan Rigid Beam(RF)** This frame type utilizes pinned base tapered depth sidewall columns. The frame clear spans across the width of the building.



TYPICAL ENDFRAME @ WING

Column Base = 0'-0" BFF (Elev: 100'-0") -- Clearance 25'-0" Throughout

- **Full-Load Clearspan LeanTo(LT)** This frame type utilizes pinned base straight sidewall columns. The frame spans across the interior space with spans as indicated and attaches to an adjacent main frame line

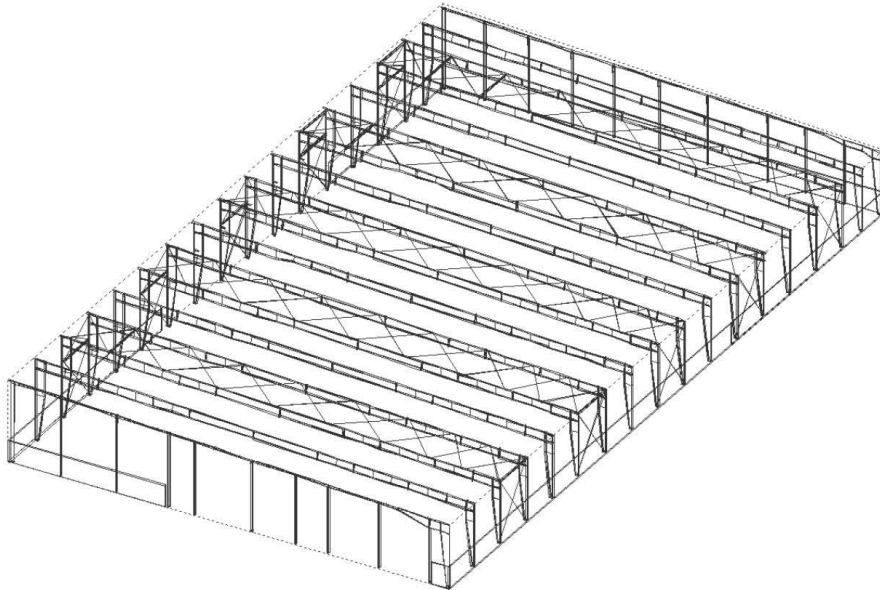


Varco Pruden Buildings STANDARD Material Contract Proposal

BRACING:

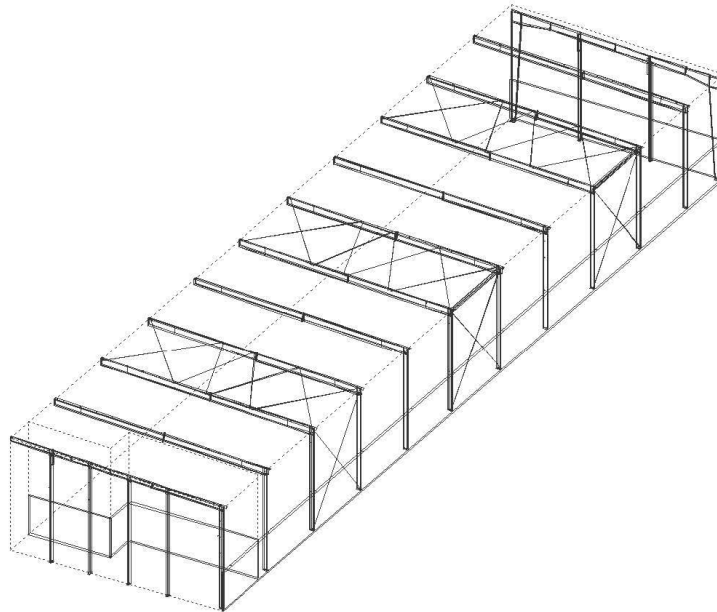
MAIN ARENA AREA

- (5) Bays of X-Bracing located at the Roof & in SideWalls made up of rods and/Or Angles.



CHEER AREA

- (3) Bays of X-Bracing located at the Roof and Low SideWall made up of rods and/Or Angles.

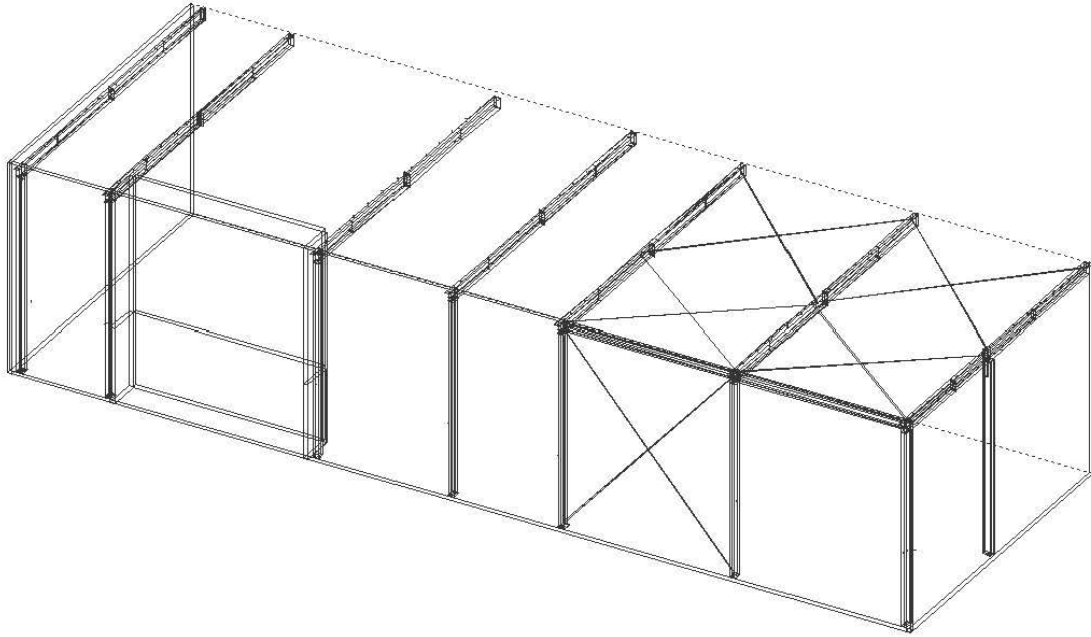


A handwritten signature in black ink, appearing to be 'John'.

Varco Pruden Buildings STANDARD Material Contract Proposal

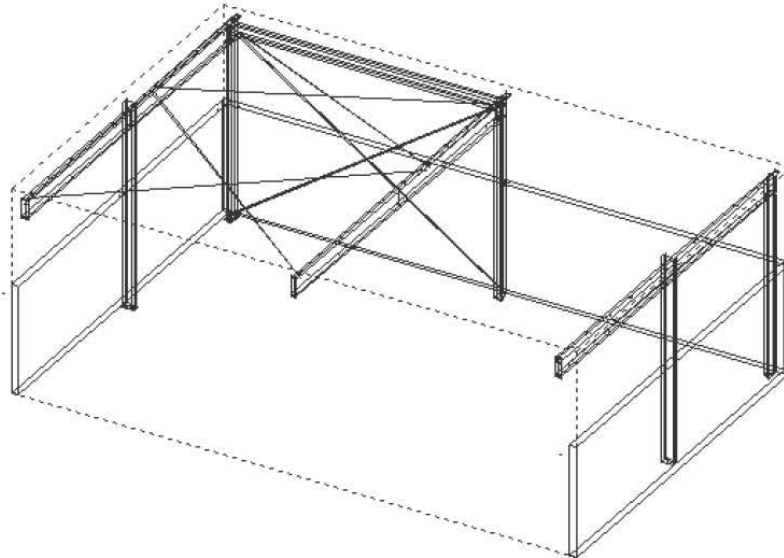
SOUTH LOBBY AREA

- (1) Bays of X-Bracing located at the Roof and Low SideWall made up of rods and/Or Angles.



MECHANICAL AREA

- (1) Bays of X-Bracing located at the Roof and Low SideWall made up of rods and/Or Angles.

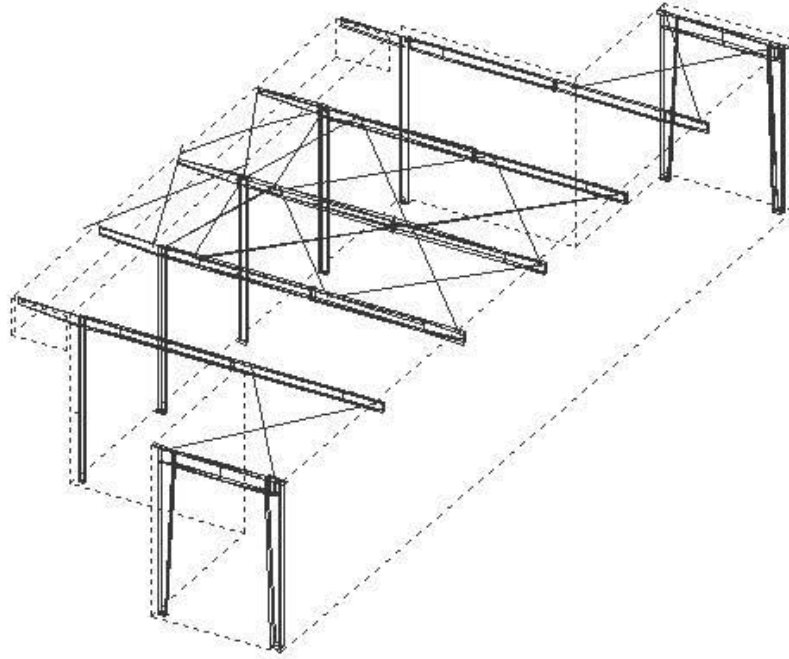


John

Varco Pruden Buildings STANDARD Material Contract Proposal

WEST LOBBY AREA

- (4) Bays of X-Bracing located at the Roof and Torsionally Braced to Main Arena.



John

Varco Pruden Buildings STANDARD Material Contract Proposal

SECONDARY FRAMING:

Roof

1. Continuous and/or Simple span 8.50" and/or 10.00" deep cold formed "ZEE" purlins @ **MAXIMUM 5'-0" OC**
2. VP Building's requirements per Planograph #B-081465 are to be adhered to for all suspended loads from coldform secondary members



Wall

1. Continuous and/or Simple span 10.00" deep cold formed ZEE, CEE, Double Cee girts @ **MAXIMUM 5'-0" OC. (TYPICAL)**
2. Structural C-Channel Spandrel Beams by VP Buildings for Lateral support of CMU Wall have been provided at 12'-0" AFF. Masonry Anchors through web to be at 48" OC maximum. Web Holes are to be Filed-Drilled.
3. Structural HSS Rectangular Members at West Lobby at 12'-0", 20'-6" & 29'-0" AFF.
4. RoofLine I-Section support for Full Height Studwall at South lobby Inset area in addition to Studwall support at Mezzanine level
5. RoofLine I-Section support for Full Height Studwall at Cheer Inset area
6. Connection of CMU/Storefront/Etc to PEMB spandrel beams is by others.
7. Coldform Wall Secondary is Standard Outset/Bypass with 8.5.0-inch column offset



ANCHOR RODS:

1. VP will provide Anchor Rod quantity, diameter, & projection above baseplate for each column.
2. VP is NOT responsible for determination of embedment length or foundation design.
3. Anchor Rods, shim plates, washers, nuts and leveling nuts are NOT included in base price.
4. Column Bases, unless specified otherwise are at finish-floor(Elevation 100'-0"). Any grout required by the E.O.R. or foundation engineer shall be accommodated by adjustment of the footing/pier unless column base-elevation modification is requested in writing at time of order placement

Varco Pruden Buildings STANDARD Material Contract Proposal

STRUCTURAL PRIMER:

1. Primary and welded secondary surface preparation shall be in accordance with SSPC SP-2. Shop primer paint is a nominal **1-mil thick** rust inhibitive prime paint, which meets or exceeds performance requirements of Federal Specification TTP-664-C.
2. Primer is **Gray** in color
3. In no instance is it to be assumed that the primer system can function as a finish paint system.
4. Damage to or degradation of the primer during transit and erection is to be expected and touch up primer by the Erector or other parties is to be expected.
5. Repairs and touch-up of primer systems is not included.
6. Purlins and girts which are not welded will be roll formed from G 30 galvanized material with a clear acrylic coating compatible with most finish paint systems. Adhearance testing is required before field-application of any field-applied paint/coating system
7. VP Buildings can ship bare-steel Main and secondary components for field-application of finish-coat or special color primer systems and epoxy/tnemec specialty-coatings.

GALVANIZING:

1. Framing & Bracing -- NONE
2. Secondary -- Purlins and girts which are not welded will be roll formed from G 30 galvanized material with a clear acrylic coating suitable for most field-applied painting systems. **Field verification & scratch/adhearance tests should be performed to confirm compatibility of paint systems with coating before selecting and utilizing the system or formulation.**



Varco Pruden Buildings STANDARD Material Contract Proposal

ROOF PANEL: -- MAIN ARENA & CHEER AREAS

24 gage SSR - Trapezoidal Seam Panel

- 0.023" Minimum Base metal thickness
- 3" high standing seam profile
- **Finish Is Unpainted Galvalume Steel**
- UL90 rating **IS** included.
- FM Wind rating **IS NOT** included.
- Thermal blocks **ARE** included.



SSR - Standing Seam Roof panels provide 24" wide net coverage having 3" major ribs formed at the panel side laps. Side joints have a factory-applied sealant and require field seaming of the side lap joint after the panel has been positioned on the roof. The seaming is done with an electrically operated seaming machine available through VP Buildings. All panels are continuous from eave to ridge except where the panel length exceeds 41' or otherwise becomes prohibitive for handling purposes, in which case, end laps are provided. The end laps are staggered. The SSR end laps take place up slope, 9" above the web of the roof secondary member. The upper panel stops 5" short of the roof secondary member thus creating a 4" lap. A panel stiffener is installed at each end lap for support and to give the end lap stitch fastener a thick material to tighten up on. SSR panel to roof purlin structural attachments are made with SSR clips. SSR clips are provided with movable tabs, which interlock with seamed SSR panel ribs and provide 1 5/8" of panel movement in either direction from the center of the clip to compensate for thermal effects. Exposed fasteners are self-drilling with integral sealing washer. Concealed fasteners are self-drilling with type and size as required by roof secondary structural members. The exposed fasteners are stainless steel capped, color matched if ordered as KXL color. Sealants, mastic and closures are manufacturer's standards.

THERMAL BLOCKS:

1.0"(R5) thick extruded high-density polystyrene cut to length and width for additional insulation over the purlin with the SSR roof system.



ROOF PANEL: -- MECHANICAL, SOUTH LOBBY, WEST LOBBY

22 gage 1.50 B-Deck by PEMB; Maximum 6.0" PolyISO Tapered Insulation By Others

- **Finish Is G60 Galvanized**
- UL90 rating **IS NOT** included.
- FM Wind rating **IS NOT** included.


John

Varco Pruden Buildings STANDARD Material Contract Proposal

WALL PANEL: Mixed Pattern Stacked -- SEE APPENDIX

Coordination of IMP and necessary wall girts for IMP is included in PEMB scope of work.

**IMP WALL PANEL
HAS BEEN
REMOVED FROM
PEMB SCOPE OF
WORK**



Varco Pruden Buildings STANDARD Material Contract Proposal

ThermalClad ThermalSAFE Insulated Wall Panel -- SEE APPENDIX

**IMP WALL PANEL
HAS BEEN
REMOVED FROM
PEMB SCOPE OF
WORK**

PANEL/TRIM FINISHES:

- KXL finishes consist of a 1 mil 70% Kynar (KYNAR 500) based coating applied to the exterior surface of G90 galvanized or Galvalume steel. The interior surface is coated with an off-white 0.5-mil wash coat. Kynar 500 is a registered trademark of Atochem North America, Inc.
- GALVALUME is an aluminum-zinc alloy coating per ASTM A 792 over steel substrate. The nominal coating weight is 0.5 oz. per square foot of coated steel both sides, equivalent to an approximate coating thickness of .0016" both sides. Galvalume is a registered trademark of B.I.E.C. International, Inc.



FMES0101-VPB

Revision: 38 Effective 4/5/18

Page 21

Varco Pruden Buildings STANDARD Material Contract Proposal

INSULATION

Coordination of
insulation and
necessary
insulation clips
included in PEMB
scope of work

**INSULATION HAS
BEEN REMOVED
FROM PEMB SCOPE
OF WORK**



Varco Pruden Buildings STANDARD Material Contract Proposal

ROOF CURBS:

- **NONE**

EAVE GUTTER:

- **ARENA & CHEER Areas:** Roll formed 26 gage in VP standard color and includes gutter straps, fasteners and joint sealant.
- **MEMBRANE ROOF Areas:** Tapered insulation channeling to Internal Drains with Secondary Drainage system and/or scuppers. PEMB Roof System is engineered for a maximum 4.0" head to secondary drainage system.

DOWNSPOUTS:

- **ARENA & CHEER Areas:** 4" X 5" 26 gage complete with downspout elbows and downspout straps. Downspouts, elbows and straps are a VP standard color.
- **MEMBRANE ROOF Areas:** PVC Engineered and located by others.

LINER, SOFFIT, BACKSHEETING PANEL:

- **NONE**

PARTITION PANEL:

- **NOT IN PEMB SCOPE OF WORK**

WALL PENETRATIONS, RIDGE VENTS, LOUVERS, WINDOWS, WALK-DOORS

- **NOT IN PEMB SCOPE OF WORK**

PERSONNEL DOOR CANOPIES:

- **NOT IN PEMB SCOPE OF WORK**

PRISMAX & TUFF-LITE SKYLIGHT:

- **NOT IN PEMB SCOPE OF WORK**

WALL LITES:

- **NOT IN PEMB SCOPE OF WORK**

ROOF/WALL PENETRATION FLASHINGS:

- **NOT IN PEMB SCOPE OF WORK**



Varco Pruden Buildings STANDARD Material Contract Proposal

FRAMED OPENINGS:

Framed wall openings are cold-formed gage or hot-rolled "CEE" material as required per final design to meet specified loads. Openings are flashed with trim so that no primed steel is exposed to the exterior U.N.O.. The following openings are included:

CHEER AREA

<u>Size</u>	<u>Description</u>	<u>Qty</u>
60'-0" x 22'-2"	Alcove FO @ PEMB Wall - Standard Trim Package	(1)



Varco Pruden Buildings STANDARD Material Contract Proposal

NOT INCLUDED:

Any items not specifically mentioned herein as being a part of this proposal including but not limited to

- Anchor bolts, Taxes, Erection
- Additional design loads not specifically noted.
- Overhead, roll-up, or vertical lift doors or supports for such
- Handrails or guard rails or any item pertaining to them.
- Galvanized or galvanizing of any primary or secondary framing members unless noted.
- Floor beams, auxiliary floor columns, floor joists, bridging, perimeter angle, decking or any other item pertaining to second floors or mezzanines unless noted.
- Brush-off blast, power tool or solvent cleaning of any primary or secondary members.
- Roof flashing units, curbs, flues, vents, Dektites, or any roof mounted equipment or plumbing unless noted.
- Miscellaneous structural steel items such as angles, channels, tubes, pipes, lintels, etc., unless noted.
- Design or materials for any interior partitions or common walls.
- Twenty-year warranty against rupture, structural failure or perforation on wall panels.
- Factory pre-punched purlins, girts, roof or wall panels for panel attachment.
- Design for support of, or materials for second floors or stairways.
- Ceilings or partitions.
- Louvers or exhaust fans.
- Hat channels, furring channels\strips, Metal or wood studs.
- Lintels, lintel beams or angle, Masonry or masonry ties.
- Counter, step or thru-wall flashing if required.
- Batt or ceiling insulation.
- Dock bumpers or seals.
- Concrete tilt-walls.
- Walk doors, Windows, walk-door canopies/shades unless specifically shown in scope.
- Aluminum storefront type doors or windows.
- Basketball goal hangar supports.
- Soffit panels or supports for such.
- Perforated soffit or supports for such.
- Skylights.
- Any finish painting or paint of structural members.
- Insulation support wire.
- Rigid board insulation.
- Installation or any support banding for roll-runner type insulation system.
- Design or materials for exterior ladders.
- Ball strainers at downspout outlets.
- EPDM membrane gutter liner.



Varco Pruden Buildings STANDARD Material Contract Proposal

ACCESSORIES and REMARKS:

1. Any changes to criteria listed in this proposal may result in price increases.
2. Estimate includes an **Approval Submission** with Preliminary Reactions.
3. Estimate includes an **Permitting Submission** with Letter of Certification.
4. Attachment methods/materials of components supplied by others to PEMB components is by others and must allow for any Roofline/Floorline deflection of PEMB structure to avoid unintentional loading of wall system
5. All Drawing/Report submissions will be Electronically Sealed/Signed(Pinned) and submitted as PDF via the "My Account" website unless HardCopies are denoted below.
 - **(1) Hardcopy** set of **Final Erection Drawings(ERDs)** is included as a truck-print and will be uncontrolled/uncertified seal.
 - No other hardcopies of drawings or reports will be mailed unless described above. Hand-Signed/Sealed hardcopies of drawings are available for \$200/Set upon request.
6. FIELD WELDING
 - Field-Welding may be required at Angle bracing that exceeds bolted connection capacity.
 - Field-Welding will be required at Structural Rake angle, sag-bracing, etc. to PEMB
 - Field-welding may be required at Facade framing, Mechanical Support Framing, Crane Runway Lateral Tie Backs, Crane bracing, NonStandard Conditions, etc. per SEDs
7. SHIMMING - ERECTION BRACING - FINAL LEVELING
 - Field-Shimming is a normal PEMB erection procedure with long-span frames due to manufacturing & erection tolerances. Precambering of frames is considered & provided where required. Refer to VP Erection guide for recommended shimming procedures.
 - The erector shall be properly licensed and experienced in erecting PEMB systems as included in this estimate. The erector is responsible for having knowledge of, and shall comply with, all OSHA requirements and all other governing site safety criteria. The erector is responsible for designing, supplying, locating, and installing temporary supports and bracing during erection of the PEMB. VP Bracing is designed for code required loads after building completion and shall not be considered as adequate erection bracing. See VP Builder Memo #BM-006 for further information.
 - Final shimming, leveling, plumbing, and clearance of openings of the PEMB system shall be completed once full dead weight of structure is in place. Temporary support of the PEMB structure may be required to make these adjustments. Refer to VP Building's Final Erection Drawings for any field welds that must be completed after final leveling/shimming is complete.
8. INCLUDES THE FOLLOWING:
 - UL580 Class90 Roof System Compliance at SSR Roof Areas
 - Wall Panel Air-Leakage(ASTM-E283) and Water Penetration(ASTM-E331) Provisions
 - Touch up Paint : Qty: (12) Aerosol Cans Shop Coat – GRAY
 - Qty: (2) Quarts KXL Touch-Up Paint – Standard Color #1 Selection
 - Qty: (2) Quarts KXL Touch-Up Paint – Standard Color #2 Selection
 - Qty: (2) Quarts KXL Touch-Up Paint – Standard Color #3 Selection



Varco Pruden Buildings STANDARD Material Contract Proposal

9. EXCLUDES THE FOLLOWING:

- Factory Mutual Roof Assembly Ratings, RoofNAV certifications, & data-sheet Req.
- Compliance with SMACNA, UFC-Blast Loading, NFPA, UFC, AISE
- Full Specification Compliance. VP Standard Product, Fabrication, Procedure, & warranties apply.
- Specialty 3rd Party testing, certification, construction details, and additional materials required for any pressure-envelope analysis.
- AISE/AIST Crane Runway Requirements.
- BuyAmerican or Domestic Material Sourcing requirements
- Sheeting/Soffit/trim/structural components for any NonPEMB structures or build-outs.
- Any surface preparation over SSPC1/SSPC2 requirements.

WARRANTIES:

- The attached warranties are included as part of this scope.
 - **3 Year VP Buildings Standard Warranty (Material and Workmanship)**
 - **25 Year KXL/GALVALUME Panel Finish Warranty**

NOTE: VP Buildings excludes all specification reference to warranties and agrees to furnish above warranties as written without any verbiage modification, changes to terms, or exclusions. Sample warranties attached to this estimate scope for review.

SPECIAL NOTES, QUALIFICATIONS, & EXCEPTIONS:

1. This proposal is subject to our entering into a mutually agreeable contract. Submission of this quote does not infer we accept the terms of any attached purchase order or terms and conditions of purchase in the quote documentation.
2. The VP Purchase Order as well as the completed Order Clarification Forms and the new order information request must be returned completed with revisions or initials on each page as acceptance of information.
3. VP Buildings standard specifications shall govern and exception is taken to all plans and specifications which vary from VP Buildings standards, unless noted otherwise.
 - All VP Building facilities are IAS AC472 Accredited in compliance with Code.
 - This estimate is based on VP Buildings' interpretation of the plans, specifications or quote-request. If plans and/or specifications are provided, they will be used for **REFERENCE ONLY**. Strict adherence to plans and specifications is excluded and this proposal is not to be considered "Per Plans and Specifications"
 - If there are questions as to what materials are included or the scope of work contained in this proposal, please call for clarification prior to submitting your proposal.
 - VP agrees to furnish only materials that are included in this estimate. Changes could result in a price revision. Thoroughly review the electronic VPC file on the web, quote notes and pricing report that describe the items included.
 - The following drawings were used **For Reference ONLY:**
 - **Dated April-15-2021 – 60% Issue – 85 Pages** Including supplemental drawings that were provided for coordination.
 - The following specifications, addendums were used **For Reference ONLY:**
 - **Section 13120 Dated April-15-2021 – 60% Issue – 15 Pages**



Varco Pruden Buildings STANDARD Material Contract Proposal

PRICE: We propose to furnish and ship the above materials to your jobsite

Pricing is valid until 07/15/2021 and must deliver within 90-days or 1st available fabrication slot, whichever is later. Pricing is subject to review and revision if the date milestones cannot be met, placed on hold, or order is placed after the above date.

Steel deliveries to begin week ending 2.25.22 *Jahk*

****This project has been estimated with the most economical fabrication plant standard costs, freight rates, and regional material cost. This Project is to ship from, and includes freight from Rainsville, AL(PEMB) & St Joe(PEMB), MO**

PRICING AND DELIVERY QUALIFICATIONS:

1. Unless otherwise agreed to in writing by both parties, all Varco Pruden quotes and discounts are valid for 30 days from date of issuance U.N.O. Net pricing will be honored as long as the order is placed with VP prior to discount expiration date; and Builder schedules the building to fabricate and ship ASAP per VP's current schedule at time of order or per any agreed upon schedule provided within the quote.
2. Any significant builder caused delays and/or changes after order entry, including but not limited to; changes in scope or delivery date, delays in providing VP with requested information necessary to process the order, and/or delays in return of approval drawings, may result in a revised price as well as a revised schedule.

Authorization Section

This proposal has been reviewed by the undersigned and he / she agrees that the information is accurate, to the best of their knowledge, and shall be used for order clarification along with the completed order clarification forms.

ACCEPTED BY: *Jahk* DATE: 6.14.21
 (Authorized Agent of Builder or Owner)

Varco Pruden Buildings STANDARD Material Contract Proposal

APPENDIX

SUPPLEMENTAL INFORMATION

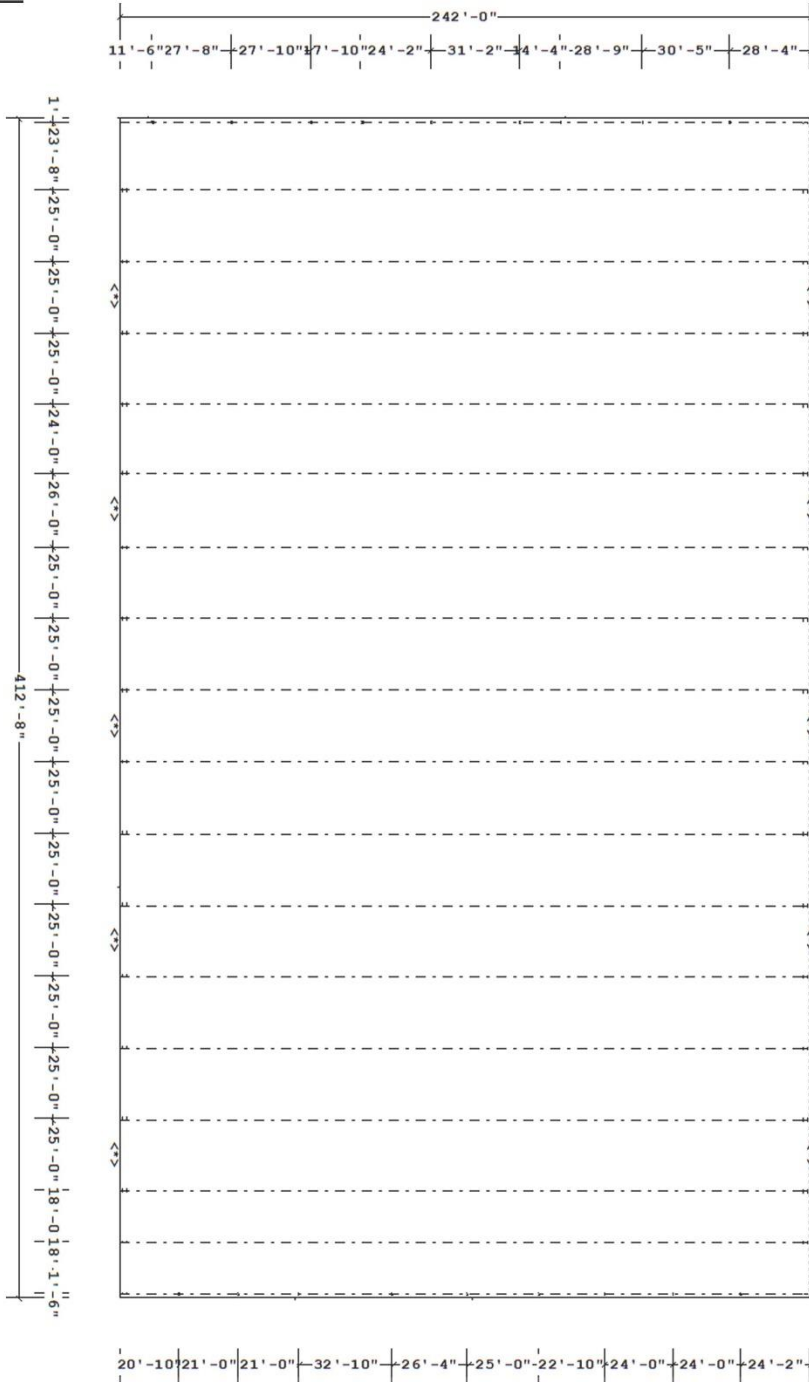
TABLE OF CONTENTS

PRELIMINARY SKETCHES.....	29-35
---------------------------	-------



Varco Pruden Buildings STANDARD Material Contract Proposal

PRELIMINARY FLOOR PLAN AND BRACING LOCATIONS MAIN ARENA

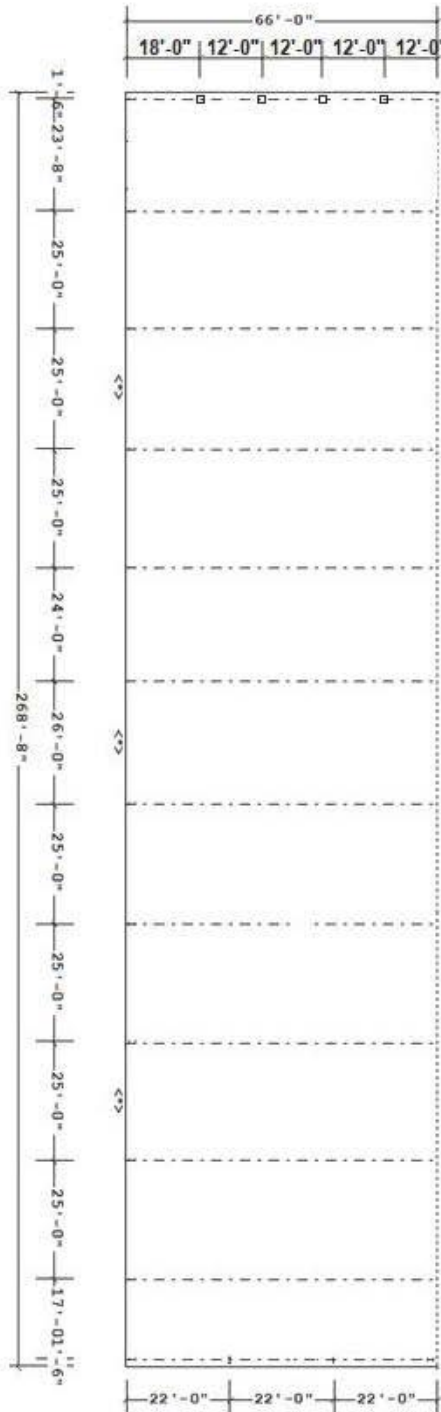


Julia

#13198 ADDENDUM AGREEMENT WITH VARCO PRUDEN

Varco Pruden Buildings STANDARD Material Contract Proposal

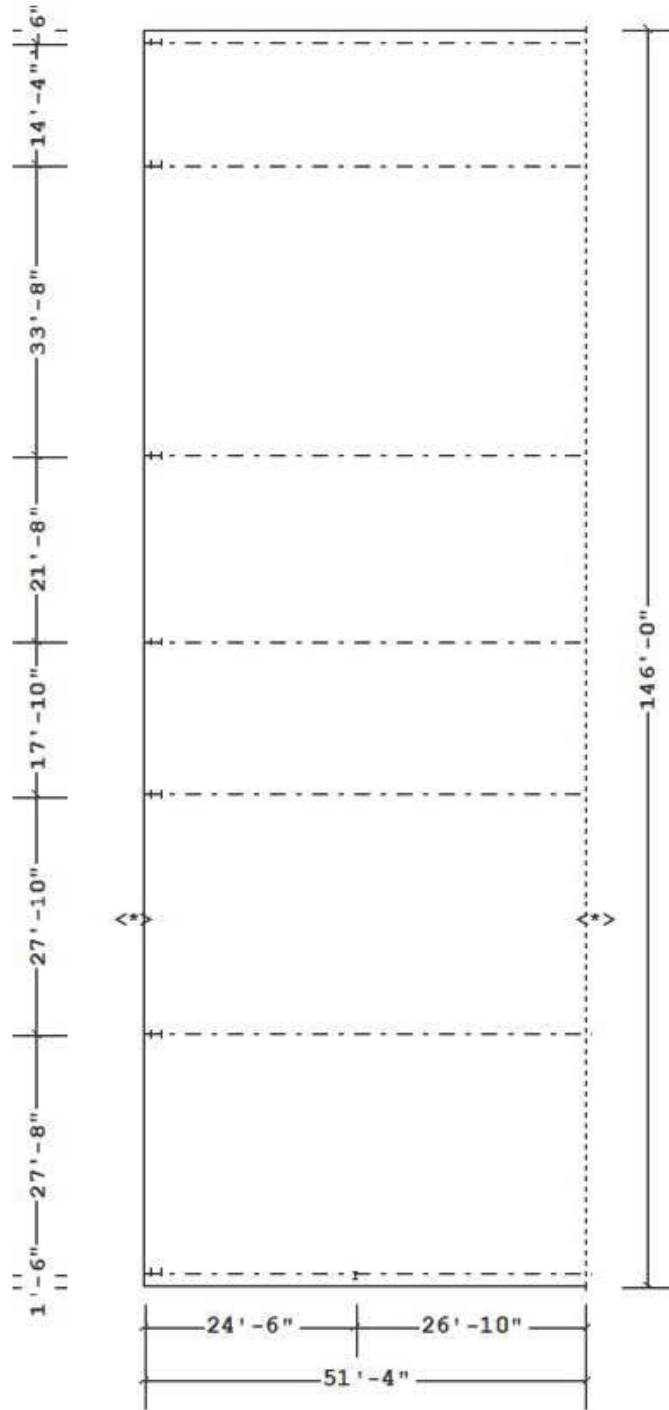
CHEER AREA



John

Varco Pruden Buildings STANDARD Material Contract Proposal

SOUTH LOBBY



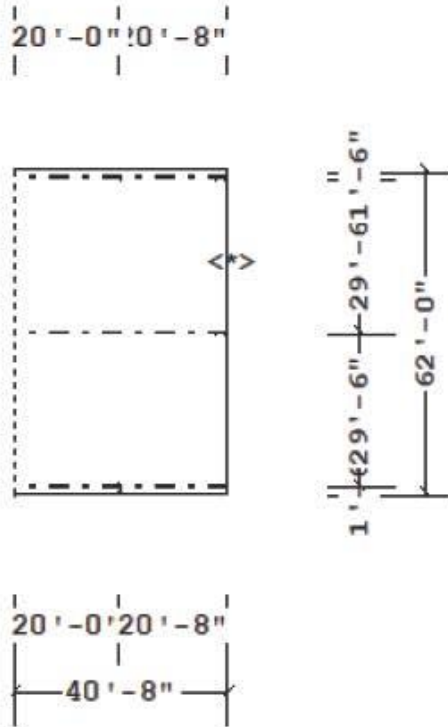
FMES0101-VPB

Revision: 38 Effective 4/5/18

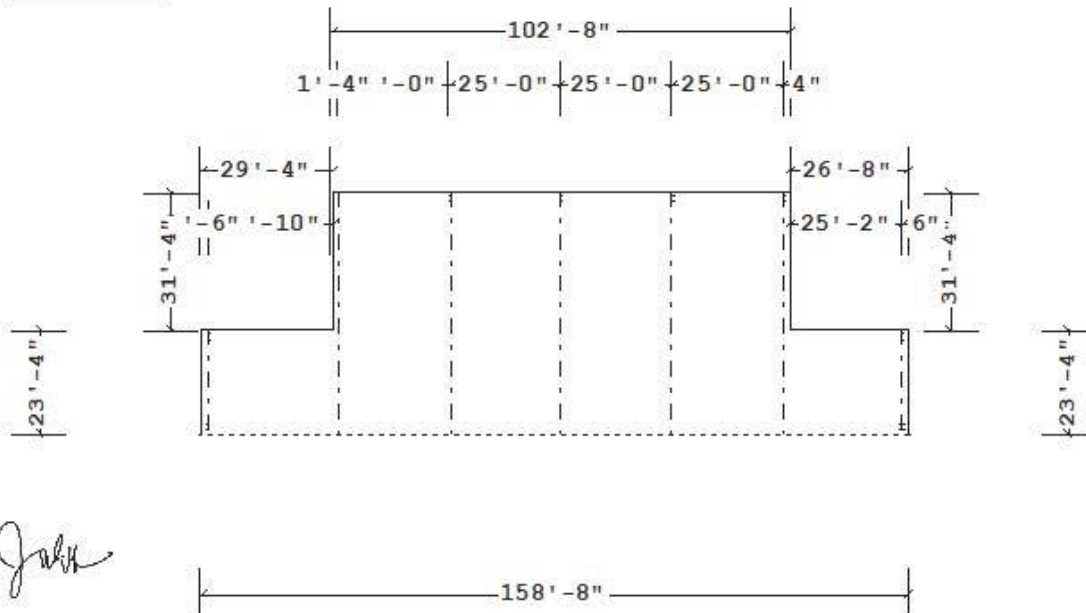
Page 32

Varco Pruden Buildings STANDARD Material Contract Proposal

MECHANICAL AREA



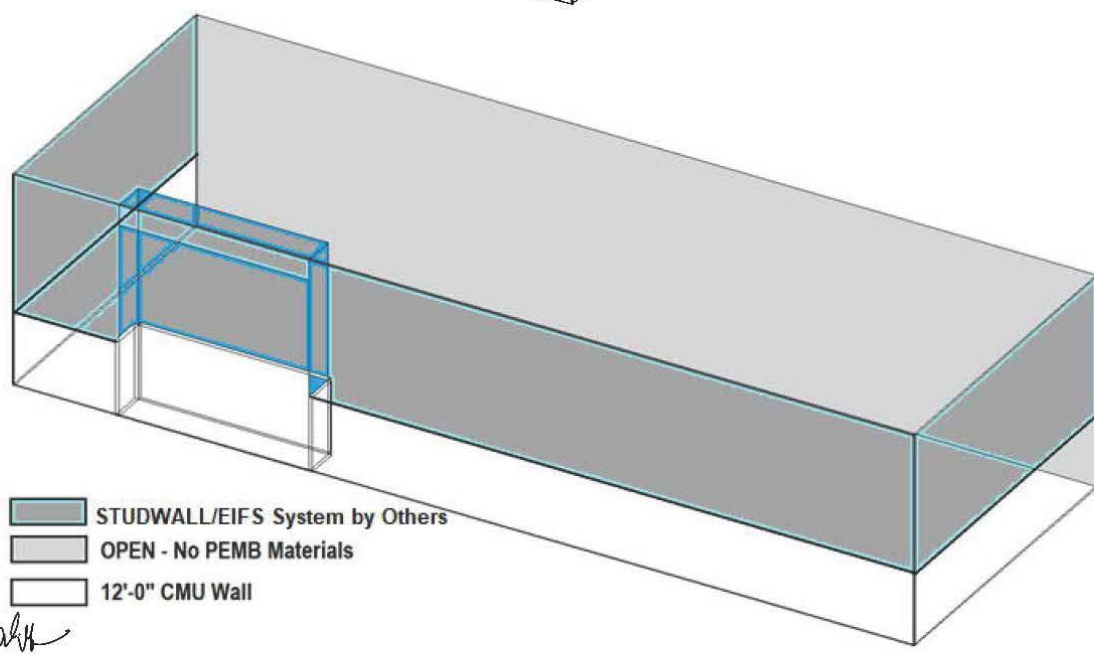
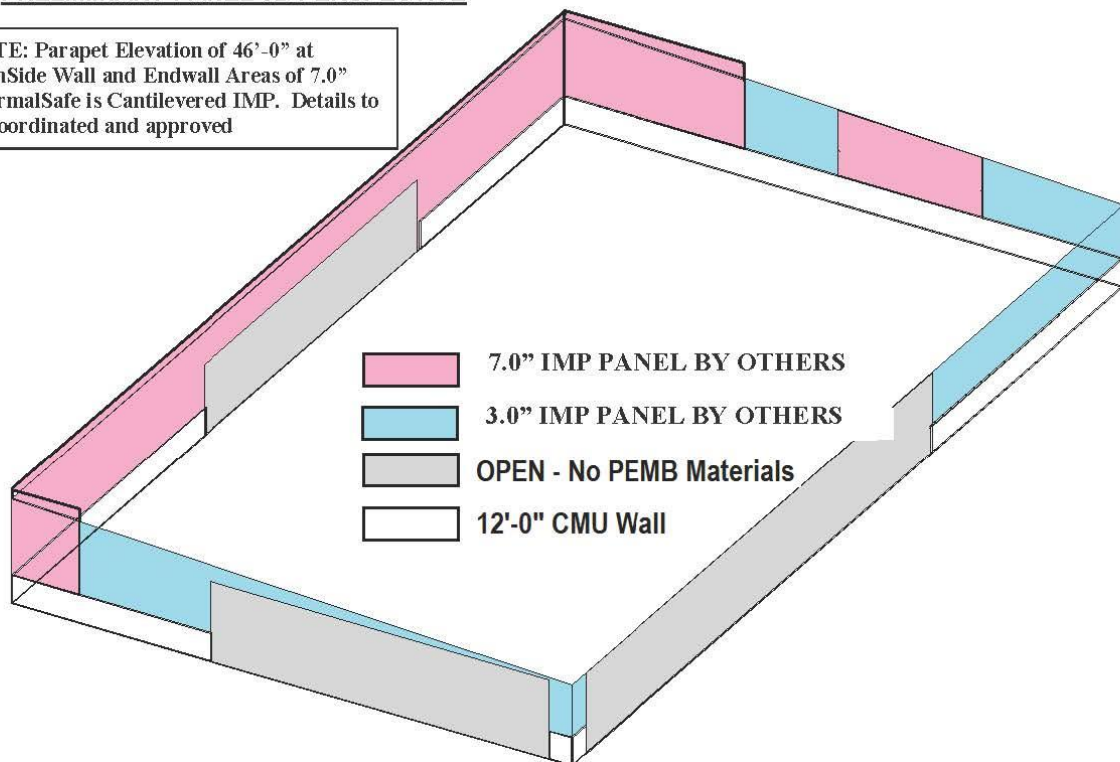
WEST LOBBY



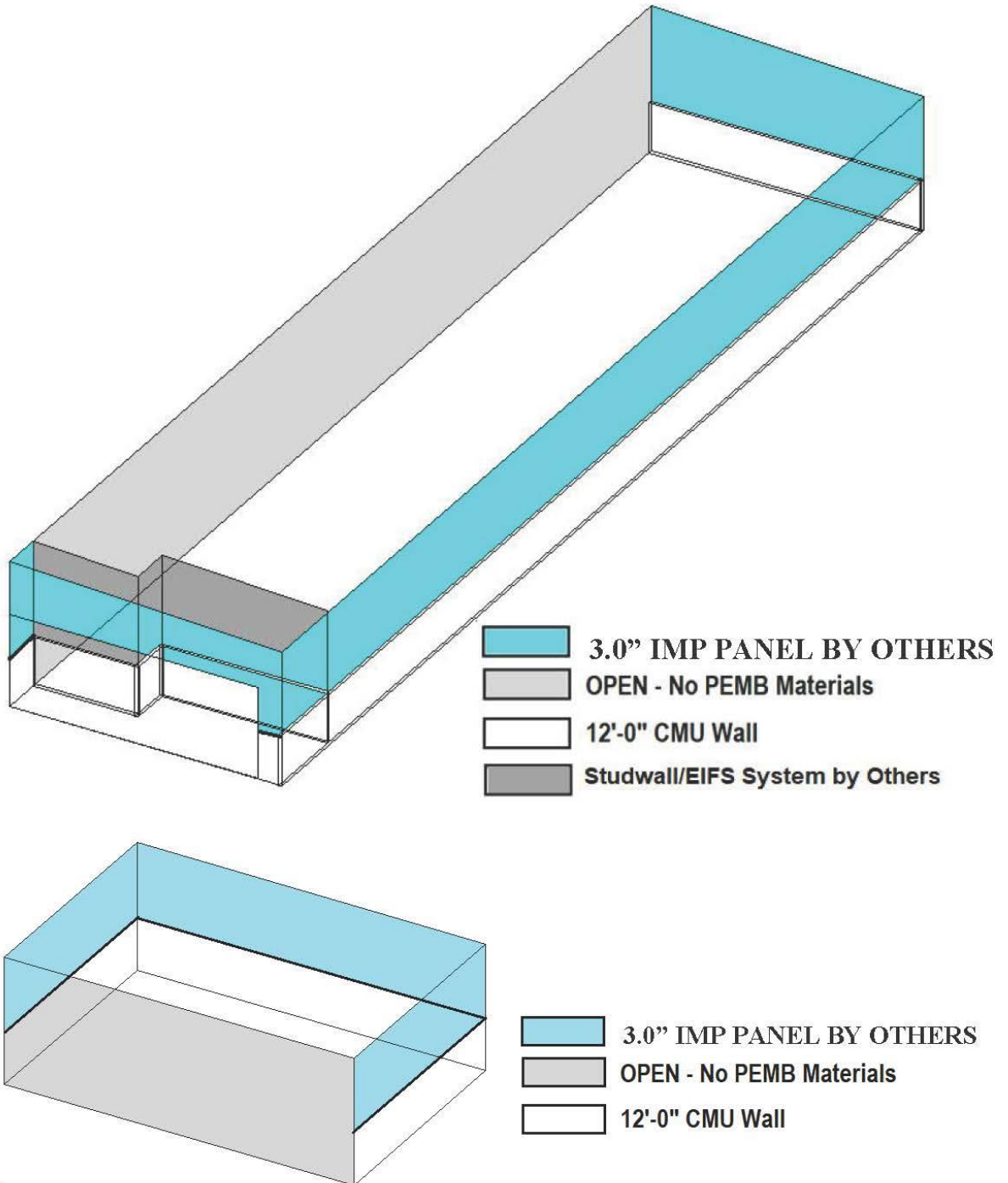
Varco Pruden Buildings STANDARD Material Contract Proposal

PRELIMINARY PANEL 3D PERSPECTIVE

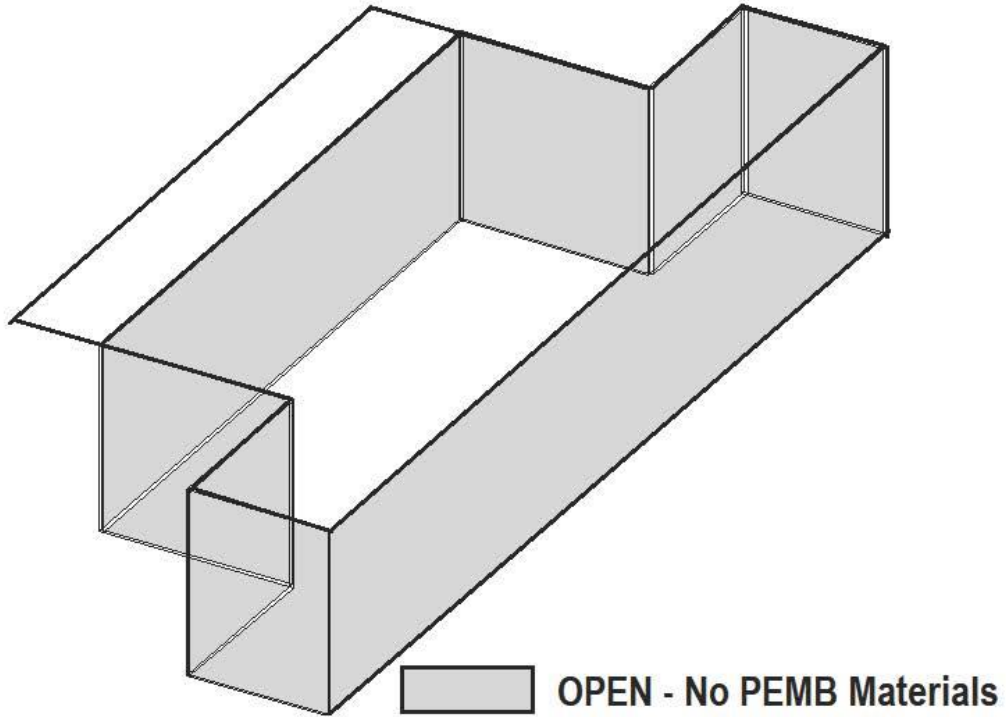
NOTE: Parapet Elevation of 46'-0" at HighSide Wall and Endwall Areas of 7.0" ThermalSafe is Cantilevered IMP. Details to be coordinated and approved



Varco Pruden Buildings STANDARD Material Contract Proposal



Varco Pruden Buildings STANDARD Material Contract Proposal





Change Order Acknowledgement

Date : 09/06/2021

Builder Contact : JONI WILFORD

Builder P.O. : Project No. 20-785

Bill To : SCHERER CONSTRUCTION OF NORTH FLORIDA,
2504 NW 71 PLACE
GAINESVILLE, FL 32653
US

Ship To : SCHERER CONSTRUCTION OF NORTH FLO
4870 CELEBRATION POINTE AV
GAINESVILLE, FL 32608
US

Table with 7 columns: Project Name, Order #, OE #, Customer #, Project Manager, Requested By, Department. Row 1: ALACHUA SPORTS ARENA - REV3, 21-014147-01, 21-014147-01, [blank], RBPREVO, [blank], [blank]

Book Date : Building Dimensions :

Change Description

Table with 3 columns: Order Number, Creation Date, Description. Row 1: 21-014147-01, 09/06/2021, CO#2 written by: Bruce Prevo 9.6.21. Description includes: Per Builder request, omit all VP materials... Revision includes: Deducts for Mezzanine Auxiliary Columns... NEW CONTRACT VALUE including freight, but no taxes: 3,722,864.35. Signature and date 9.13.21. Row 2: 06/24/2021, Change Order #1, written by: Bruce Prevo 6.24.2021. Description includes: Per Builder request, changes to the original order entry p.o. contract... DEDUCTS: A) Remove Permit Submittal Fees...

Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc.



Change Order Acknowledgement

Change Description		
Order Number	Creation Date	Description
	06/24/2021	<p>Anchor Rod Drawings & For Construction Erection Drawi</p> <p>B) Remove VP standard gutter, outlets, gutter straps (custom gutter NBVP to be used that must allow SSR to float at eave and weathertightness below the VP roof panel is NBVP), VP downspouts, and VP pour stop at Arena Observation Mezzanine along "inside edge" for handrails NBVP to be attached.</p> <p>C) ADD for VP loading support for (1) RTU at West Lobby (5,500#; 74" x 179" x 75" high) with curb and 'sub framing' between the VP beams by others. No framed opening - locate for ducts to drop between VP purlins at approximately 3'-4" clear.</p> <p>ADD for final underhung "roofline" VP support beams layout requirements per the 6/14/21 email drawing noted above.</p> <p>Credit included for Batting Cage/Curtains switch from beams to additionally beefed up purlin runs. Additional costs for beam quantities increase for Volleyball, Scoreboard, Basketball Goal support.</p>

Order Summary Page

Order Number	Total Amount
21-014147-01	3,722,864.35

Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc.

EXHIBIT 2: County's Certificate of Tax-Exemption

0000071 10/18/17



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013937423C-9	12/31/2017	12/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE FL 32601-6826

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. 10/15

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 regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EXHIBIT 3: County's Certificate of Entitlement

DocuSign Envelope ID: 852F04A8-78F4-4E18-9B09-043102549FAE



ALACHUA COUNTY CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Alachua County (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8013937423C-9 affirms that the tangible personal property purchased pursuant to Purchase Order Number 21-014147-01 from Varco-Pruden (Vendor) on or after October 26, 2021 will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract #13141 with Viking Companies, LLC. for the construction of the Alachua County Sports Event Center.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

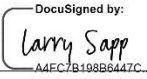
You must initial each of the following requirements:

1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
2. The vendor's invoice will be issued directly to Governmental Entity.
3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I 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. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Page 2

Signature of Authorized Representative  _____
A4EC7B198B6447C

Purchaser's Name (Print or Type) Larry Sapp

Title Procurement Manager

Date October 22, 2021

Federal Employer Identification Number: 596000501

Telephone Number: (352) 374-5202

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

EXHIBIT 4: INSURANCE REQUIREMENTS

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 4-A: CERTIFICATE OF INSURANCE

Page 57 of 57

EXHIBIT 3-A: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: KansasCity.CertRequest@marsh.com Fax: 212-948-0015 CN102206668-UmbPR-GAWUP-21-22	CONTACT NAME:	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: American Guarantee & Liability Ins Co		26247
INSURER C: Indian Harbor Insurance Company		36940
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-009953915-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	HDO G72488519	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	ISA H25552994	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	X	SXS9184656-07	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C67812475 (AOS)	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		CEO742003009	06/30/2021	06/30/2022	Each Occ. / Annual Aggregate: 5,000,000 SIR Value: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor, to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor. Coverage shall be considered primary and noncontributory as respects the County, its officials, employees and volunteers.

CERTIFICATE HOLDER

Alachua County
 Board of County Commissioners
 c/o County Manager
 12 SE 1st Street
 Gainesville, FL 32601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD