



**District Board of Trustees
Facilities Committee Meeting
Indiantown High School, a Public Charter School of IRSC
Science Lab, Room 127
Charles & Sandy Johnston Campus
19000 SW Citrus Boulevard, Indiantown, FL 34956**

September 23, 2025

AGENDA

1. Call to Order – *Trustee Schirard, Chair*
2. Request approval for Paul Jacquin & Sons Inc. Change Order #007 for the IRSC Scenter Center, Bldg. N – 3rd Floor Interior Renovations – *Tony Quinn*
3. Request approval of the following Independent Contractor Agreements - *Tony Quinn*
 - a. Ball Fabrics
 - b. PBK Architects Florida Inc.
 - c. Proctor Construction Company, LLC
 - d. Spiezle Architectural Group, Inc.
4. Request approval to proceed with college-wide roof repairs and replacements based on evaluation committee scores of the seven (7) companies submitting proposals for RFQ #25/26-02. Repairs or replacements will be made based on established priorities and the condition of the existing roofs - *Tony Quinn*
5. Adjourn



Facilities Committee Meeting Agenda Item #2
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Paul Jacquin & Sons, Inc. Change Order #007 for the IRSC Science Center, Bldg. N – 3rd Floor Interior Renovations

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

The College received the final change order with Jacquin Construction, for Phase I & II, of the N-Building 3rd floor renovation. This CO #007, is for a total deduction of -\$1,305,359.07, bringing the phase I & II contract from \$7,776,915.67 to \$6,471,556.60.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** N/A
2. **FISCAL IMPACT:** -\$1,305,359.07, Total Contract amount of \$6,471,556.60
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25



CHANGE ORDER FORM

Change Order No. 007 Contract ID No. 24U001 Architect's Project N° 24U001 Date 9/2/25
 Vendor: JACQUIN & SONS, INC
 Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
 Project No./Name: IRSC Science Center, Bldg N-3rd Floor Interior Renovations

Change Order Proposal(s), dated 08/30/2025 are hereby being designated for approval of the following work:

This Change Order: CO#007 – IRSC Science Center, Building N 3rd Floor HVAC Upgrades & Interior Renovations

- | | |
|---|----------------|
| <input type="checkbox"/> Deduct for ODP of HVAC equipment | - \$235,000.00 |
| <input type="checkbox"/> Deduct for ODP of lighting equipment | - \$93,469.89 |
| <input type="checkbox"/> Deduct for ODP of Casework/Equipment | - \$933,472.00 |
| <input type="checkbox"/> Deduct for unused permitting fees | - \$18,100.00 |
| <input type="checkbox"/> Deduct for projectors (to be provided by IRSC) | - \$24,579.00 |
| <input type="checkbox"/> Deduct for sales tax savings after CUA #1 | - \$741.18 |
| \$6,502.11 & \$643.71) | |

Total Decrease..... - \$1,305,359.07

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐ and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☐, a decrease ☒, no change ☐, of **\$1,305,359.07**.

The Time of Completion is extended ☒ calendar days ☐, is unchanged ☐, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 08/09/2025 (M/D/YYYY).



SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Science Center, Bldg N-3rd Floor HVAC Upgrades & Interior Renovations	77	\$ 7,481,511.00
Change Order #1	Replace 20 XVS Filtermate	0	-\$17,500.00
Change Order #2	HVAC Upgrades & Interior Renovations	0	\$95,937.00
Change Order #3	HVAC Upgrades & Interior Renovations	0	\$89,930.84
Change Order #4	Lighting, framing and wall	0	\$27,546.48
Change Order #5	Exhaust Equipment and Installation	0	\$72,166.92
Change Order #6	Paint soffits, duct / smoke detectors, speakers' installation	0	\$27,323.43
Change Order #7	Project Substantial Completion Deductions	0	-\$1,305,359.07
Current Totals		77	\$6,471,556.60

ACCEPTED AND AGREED

John F. Wright, AIA, LEEDap, Principal

September 2, 2025

Name and Title (print) Architect - Spiegle

Date

Signature

Paul Jacquin and Sons

Cole Singley, Project Manager

9/2/2025

Contractor (Name of Firm)

Name and Title (print)

Date

Signature
Cole Singley

IRSC - Facilities Dept.

Tony Quinn - AVP of Facilities

9/3/2025

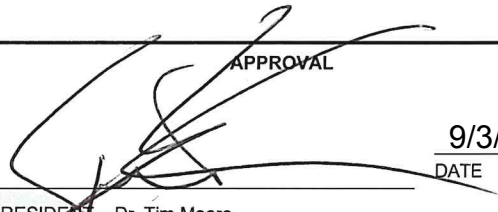
Indian River State College - Employee
Recommending Change Order Approval

Name and Title (print)

Date

Signature
Tony Quinn

This Change Order is not fully executed or enforceable until authorized signatories in the "Approval" section below have duly executed this form.

CONTRACT STATUS		APPROVAL	
Original Contract Value	\$ 7,481,511.00	 PRESIDENT - Dr. Tim Moore	9/3/2025
Aggregate Previous Contract increases by CO/Amendment	\$312,904.67		DATE
Aggregate Previous decreases by CO/Amend	\$1,322,859.07		
Value After Prior COs/Amend	\$ 7,776,915.67		
This CO/Amend			
Increases	Decreases <input checked="" type="checkbox"/>		
	\$1,305,359.07		
CURRENT CONTRACT VALUE	\$ 6,471,556.60		
		(Verification)	

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

CHANGE ORDER

AIA DOCUMENT G701

Distribution to: OWNER ☐

ARCHITECT ☒

CONTRACTOR ☐

FIELD ☐

OTHER ☐

SINCE 1940

JACQUIN & SONS
CONSTRUCTION

PROJECT:

IRSC Science Center, Building N 3rd Floor HVAC
Upgrades & Interior Renovations
3209 Virginia Avenue
Fort Pierce, FL 34981

CHANGE ORDER NUMBER: 7

INITIATION DATE: 8/30/2025

ARCHITECT'S PROJECT 240001

TO Contractor:

Paul Jacquin & Sons, Inc.
P.O. Box 4343
Fort Pierce, FL 34948

CONTRACT FOR:
General Construction

CONTRACT DATE: 12/10/2024

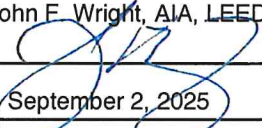

You are directed to make the following changes in this Contract:

1. Deduct for ODP of HVAC equipment	-\$235,000.00
2. Deduct for ODP of lighting equipment	-\$93,469.89
3. Deduct for ODP of Casework/Equipment	-\$933,472.00
4. Deduct for unused permitting fees	-\$18,100.00
5. Deduct for projectors (to be provided by owner)	-\$24,576.00
6. Deduct for sales tax savings after CCUA #1	-\$741.18
Change Order Total	(\$1,305,359.07)

Not valid until signed by both the Owner and Architect.

Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$7,481,511.00
Net change by previously authorized Change Orders	\$295,404.67
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$7,776,915.67
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged)	-\$1,305,359.07
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	\$6,471,556.60
The Contract Time will be (increased) (decreased) (unchanged) by	0 Days
The Date of Substantial Completion as of the date of this Change Order therefore is	8/9/2025

Spiezle Group, Inc.	Paul Jacquin & Sons, Inc.	Indian River State College
ARCHITECT	CONTRACTOR	OWNER
2001 9th Anenue, Suite 308	P.O. Box 4343	3209 Virginia Avenue
Vero Beach, FL 32960	Fort Pierce, FL 34948	Fort Pierce, FL 34981
John F. Wright, AIA, LEEDap, Principal		
By: 	By: 	By:
Date: September 2, 2025	Date: 8/30/2025	Date:



SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The College has either fully or Partial executed Independent Contractor Agreements for the following vendors and projects:

- Ball Fabrics – Custom Pole Padding at the Childcare Facility, Massey Campus - \$3,621.50
- PBK Architects Florida Inc. - Architectural and Engineering Services for the Kitchen and Welding Lab at Indiantown High School - \$22,586.00
- Proctor Construction Company, LLC – IRSC Building A Conference Room/Legal Suite Renovation - \$164,528.00
- Spiezle Architectural Group Inc. - Clark Advanced Learning Center Master Planning and Conditional Assessment - \$64,500.00

ALTERNATIVE(S): N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS Ball Fabrics (the "Contractor") having a principal place of business at 510 W Arizona Ave, DeLand, FL, 32720 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Custom Pole Padding for Childcare Facility, installation included to be provided in accordance with the Contractor's Proposal dated 7/15/2025 [Based on Proposal # 275543] attached hereto and marked as Exhibit A and [Hillsborough County ITB-24-24905, BPA 225300316] attached hereto and marked as Exhibit B. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Childcare Facility located at 3209 Virginia Ave, Fort Pierce, FL 34981.
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Three Thousand-Six-Hundred Twenty-one and 50/100 dollars (\$3,621.50) for a Custom pole padding for child care facility, and under no circumstances whatsoever shall the fee exceed, Three Thousand-Six-Hundred Twenty-one and 50/100 dollars (\$3,621.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Ball Fabrics

Contractor/Vendor/Supplier Name

Ball Fabrics, Inc.

Signature

Dale Ball

Name and Title

Dale Ball 510 W. Arizona Ave.

Address

Deland, FL, 32720

City, State, Zip

41-2190665

Unique Entity ID (sam.gov) or Tax ID

8-21-25

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Nichole Rummo

Administrator's Signature

Nichole Rummo- Project Manager

Name and Title
Indian River State College

College/Department

8/21/25

Date

APPROVED BY:

[Signature]

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

EXHIBIT A


Ball Fabrics

510 W Arizona Ave
DeLand, FL, 32720
Phone: 386-740-7212
Fax: 386-740-7206

Estimate

Estimate No.: 275543
Estimate Date: 7/15/2025
Ship Date:
Expire Date: 8/14/2025
Customer ID: C002259
Contact: Michael Skat, dalton@ballfabrics.com

BILL TO:		SHIP TO:			
Indian River State College 3209 Virginia Ave Fort Pierce FL 34981		Indian River State College 3209 Virginia Ave Fort Pierce FL 34981			
CUSTOMER PO		TERMS		ORDER CONTACT	
		Net 30		nrummo@irsc.edu	
DESCRIPTION / PROJECT			ORDER PHONE		
Child Care Facility Pole Padding			772.812.2814		
ITEM / DESCRIPTION		QTY.	UOM	PRICE	EXT PRICE
CUSTCHARGE-PADDING		134	EA	22.25	2,981.50
Custom pole padding for child care facility. Velcro Pad Attachement Color: TBD **PRICE BASED ON HILLSBOROUGH COUNTY BPA 225300316, PIGGYBACK IRSC**					
134 SQFT PADDING @ 22.25/SQFT (LINE 7)					
INSTALL-PADDING		8	EA	80.00	640.00
Installation of padding on poles at playground. **PRICE BASED ON HILLSBOROUGH COUNTY BPA 225300316, PIGGYBACK IRSC**					
STANDARD LABOR HOURS \$80.00/hr (LINE 1)					
FO-BALLFABRICSTODELIVER		0	EA	0.00	0.00
BALL FABRICS TO DELIVER					

Please reference this Estimate # when
you are ready to place your order,
Thanks!

Sales Total: 3,621.50
Tax Total: 0.00
FL Exempt
Total (USD): 3,621.50

Responses

Success: All data is valid!

Status	#	Delivery, Installation, Maintenance, and Repair Services	Unit of Measure	Estimated Quantities	Numeric	Total Cost
					Unit Price	

Year 1

Success: All values provided	#1-1	Hourly Standard Labor for Installation, Maintenance, and Repairs	Hour (s)	982	\$ 80.00	\$ 78,560.00
Success: All values provided	#1-2	Hourly Non-Standard Labor	Hour (s)	25	\$ 100.00	\$ 2,500.00
Success: All values provided	#1-3	Each Batting Cage Netting System (#36 Nylon - 15'W x 14'H x 70'L) or approved equivalent	Each	10	\$ 1,715.00	\$ 17,150.00
Success: All values provided	#1-4	Roll of Corrugated Fence Cap (Price Per 250' Roll) or approved equivalent	Roll	500	\$ 232.00	\$ 116,000.00
Success: All values provided	#1-5	Baseball Batting Cage Netting #36 or approved equivalent	Square Foot (Feet)	665	\$ 0.50	\$ 332.50
Success: All values provided	#1-6	Backstop Netting (Ball Fabrics Model #42) or approved equivalent	Square Foot (Feet)	1600	\$ 0.57	\$ 912.00
Success: All values provided	#1-7	Vinyl Athletic Padding - Outdoor UV Installed or approved equivalent	Square Foot (Feet)	2000	\$ 22.25	\$ 44,500.00
Success: All values provided	#1-8	Vinyl Athletic padding - Indoor Installed or approved equivalent	Square Foot (Feet)	1000	\$ 22.25	\$ 22,250.00
Success: All values provided	#1-9	9 OZ Vinyl Mesh Fence Mural with UV Coating or approved equivalent	Square Foot (Feet)	1000	\$ 2.98	\$ 2,980.00
Success: All values provided	#1-10	Square Footage Material Repair or Replacement of Shade Materials Gale Pacific Commercial 95 or approved Equivalent	Square Foot (Feet)	10000	\$ 8.42	\$ 84,200.00
Success: All values provided	#1-11	Windscreen, Ball Fabrics - Extremescreen 80 or equivalent	Linear Foot (Feet)	5000	\$ 5.02	\$ 25,100.00
Success: All values provided	#1-12	Windscreen End Seams	Linear Foot (Feet)	1600	\$ 0.50	\$ 800.00
Success: All values provided	#1-13	9 Foot Extreme Screen (windscreen) or approved equivalent	Linear Foot (Feet)	2600	\$ 7.76	\$ 20,176.00
Success: All values provided	#1-14	Standard Fence Guard (Smooth Fence Topper) or approved equivalent	Linear Foot (Feet)	500	\$ 2.08	\$ 1,040.00
Basket Total						\$ 416,500.50

Year 2

Success: All values provided	#2-1	Hourly Standard Labor for Installation, Maintenance, and Repairs	Hour (s)	982	\$ 80.00	\$ 78,560.00
Success: All values provided	#2-2	Hourly Non-Standard Labor	Hour (s)	25	\$ 100.00	\$ 2,500.00
Success: All values provided	#2-3	Each Batting Cage Netting System (#36 Nylon - 15'W x 14'H x 70'L) or approved equivalent	Each	10	\$ 1,715.00	\$ 17,150.00
Success: All values provided	#2-4	Roll of Corrugated Fence Cap (Price Per 250' Roll) or approved equivalent	Roll	500	\$ 232.00	\$ 116,000.00
Success: All values provided	#2-5	Baseball Batting Cage Netting #36 or approved equivalent	Square Foot (Feet)	665	\$ 0.50	\$ 332.50
Success: All values provided	#2-6	Backstop Netting (Ball Fabrics Model #42) or approved equivalent	Square Foot (Feet)	1600	\$ 0.57	\$ 912.00

Responses

Success: All data is valid!

Status	#	Delivery, Installation, Maintenance, and Repair Services	Unit of Measure	Estimated Quantities	Numeric	Total Cost
					Unit Price	
Success: All values provided	#2-7	Vinyl Athletic Padding - Outdoor UV Installed or approved equivalent	Square Foot (Feet)	2000	\$ 22.25	\$ 44,500.00
Success: All values provided	#2-8	Vinyl Athletic padding - Indoor Installed or approved equivalent	Square Foot (Feet)	1000	\$ 22.25	\$ 22,250.00
Success: All values provided	#2-9	9 OZ Vinyl Mesh Fence Mural with UV Coating or approved equivalent	Square Foot (Feet)	1000	\$ 2.98	\$ 2,980.00
Success: All values provided	#2-10	Square Footage Material Repair or Replacement of Shade Materials Gale Pacific Commercial 95 or approved Equivalent	Square Foot (Feet)	10000	\$ 8.42	\$ 84,200.00
Success: All values provided	#2-11	Windscreen, Ball Fabrics - Extremescreen 80 or equivalent	Linear Foot (Feet)	2000	\$ 5.02	\$ 10,040.00
Success: All values provided	#2-12	Windscreen End Seams	Linear Foot (Feet)	1600	\$ 0.50	\$ 800.00
Success: All values provided	#2-13	9 Foot Extreme Screen (windscreen) or approved equivalent	Linear Foot (Feet)	2600	\$ 7.76	\$ 20,176.00
Success: All values provided	#2-14	Standard Fence Guard (Smooth Fence Topper) or approved equivalent	Linear Foot (Feet)	100	\$ 2.08	\$ 208.00
Basket Total						\$ 400,608.50

Year 3

Success: All values provided	#3-1	Hourly Standard Labor for Installation, Maintenance, and Repairs	Hour (s)	982	\$ 80.00	\$ 78,560.00
Success: All values provided	#3-2	Hourly Non-Standard Labor	Hour (s)	25	\$ 100.00	\$ 2,500.00
Success: All values provided	#3-3	Each Batting Cage Netting System (#36 Nylon - 15'W x 14'H x 70'L) or approved equivalent	Each	10	\$ 1,715.00	\$ 17,150.00
Success: All values provided	#3-4	Roll of Corrugated Fence Cap (Price Per 250' Roll) or approved equivalent	Roll	500	\$ 232.00	\$ 116,000.00
Success: All values provided	#3-5	Baseball Batting Cage Netting #36 or approved equivalent	Square Foot (Feet)	665	\$ 0.50	\$ 332.50
Success: All values provided	#3-6	Backstop Netting (Ball Fabrics Model #42) or approved equivalent	Square Foot (Feet)	800	\$ 0.57	\$ 456.00
Success: All values provided	#3-7	Vinyl Athletic Padding - Outdoor UV Installed or approved equivalent	Square Foot (Feet)	1000	\$ 22.25	\$ 22,250.00
Success: All values provided	#3-8	Vinyl Athletic padding - Indoor Installed or approved equivalent	Square Foot (Feet)	1000	\$ 22.25	\$ 22,250.00
Success: All values provided	#3-9	9 OZ Vinyl Mesh Fence Mural with UV Coating or approved equivalent	Square Foot (Feet)	1000	\$ 2.98	\$ 2,980.00
Success: All values provided	#3-10	Square Footage Material Repair or Replacement of Shade Materials Gale Pacific Commercial 95 or approved Equivalent	Square Foot (Feet)	10000	\$ 8.42	\$ 84,200.00
Success: All values provided	#3-11	Windscreen, Ball Fabrics - Extremescreen 80 or equivalent	Linear Foot (Feet)	2000	\$ 5.02	\$ 10,040.00
Success: All values provided	#3-12	Windscreen End Seams	Linear Foot (Feet)	1600	\$ 0.50	\$ 800.00
Success: All values provided	#3-13	9 Foot Extreme Screen (windscreen) or approved equivalent	Linear Foot (Feet)	2600	\$ 7.76	\$ 20,176.00

Responses

Success: All data is valid!

						Numeric
Status	#	Delivery, Installation, Maintenance, and Repair Services	Unit of Measure	Estimated Quantities	Unit Price	Total Cost
Success: All values provided	#3-14	Standard Fence Guard (Smooth Fence Topper) or approved equivalent	Linear Foot (Feet)	100	\$ 2.08	\$ 208.00
Basket Total						\$ 377,902.50
Grand Total						\$ 1,195,011.50



Agenda Item Cover Sheet

Agenda Item N^o A-55

Meeting Date 1/15/2025

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: Award a three (3) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed purchases of sports netting, athletic windscreens, shading fabric, installation, maintenance, and repairs at sports complexes, parks, and recreational sites throughout the County (ITB-24-24905) for the Parks & Recreation Department at a total cost of \$1,225,011.50.

Department Name: Procurement Services

Contact Person: Scott Stromer

Contact Phone: 301-7095

Sign-Off Approvals:

Tom Fesler 1/3/2025

Assistant County Administrator Date

Kevin Brickey 1/3/2025

Management and Budget –
Approved as to Financial Impact Accuracy Date

N/A **N/A**

Deputy or Chief County Administrator Date

Scott Stromer 1/2/2025

Department Director Date

Joseph Khoudmi 1/2/2025

County Attorney –
Approved as to Legal Sufficiency Date

Staff's Recommended Board Motion:

Award a three (3) year contract to the overall lowest, responsive, and responsible bidder, Ball Fabrics, Inc., for ongoing and as-needed purchases of sports netting, athletic windscreens, shading fabric, installation, maintenance, and repairs at sports complexes, parks, and recreational sites throughout the County (ITB-24-24905) for the Parks & Recreation Department at a total cost of \$1,225,011.50. In this case, there was no availability of Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Registered Small Business Enterprise (SBE) firms for the specified materials and services; therefore, no DM/DWBE participation goal or SBE set-aside was established for this procurement. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:

Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Background:

The recommended award amount is approximately 14.5% (\$155,374.60) higher than the requesting department's estimate. The requesting department's estimate was based on previous contract pricing and the increase is likely due to widespread increases in the cost of materials and labor. Competition and transparency were achieved using competitive sealed bidding for this procurement, and the requesting department ultimately determined the pricing to be fair and reasonable based on previous purchases of similar materials and services after considering the current market conditions. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract

[N] Unilateral Extensions

<p>[N] Unilateral Renewals</p> <p>[N] Additional Purchase Option(s)</p>
<p>List Attachments: Department Recommendation, Bid Summary, Contract Documents</p>



Hillsborough County Florida

PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 301-7095 | Fax: (813) 272-6290

DATE: December 10, 2024

TO: Rick Valdez, Director, Parks & Recreation Department

THROUGH: John Hollingshead, Managing Director, Procurement

FROM: Yuen Leones, Buyer

SUBJECT: Recommendation for Award for Solicitation No. **ITB-24-24905**, Sports Netting, Athletic Windscreens, and Shade Shading Fabric Delivery, Installation, Maintenance, and Repair Services. Estimate for \$1,069,636.90

BOARD OF COUNTY COMMISSIONERS

Chris Boles
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Christine Miller
Gwendolyn "Gwen" Myers
Joshua Wostal

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Vacant

CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

Response Due Date to Procurement: December 13, 2024

1. Bidder Name/Price (including Allowances): **Ball Fabrics, Inc.**

Total Bid \$1,195,011.50 + \$30,000.00 (allowance) a total cost of **\$1,225,011.50**

2. Has recommended vendor(s) worked satisfactorily for the County performing similar services?

☒ YES ☐ NO (If NO, provide an explanation)

3. Reference checks are satisfactory: ☒ YES ☐ NO ☐ N/A (Only if YES to No. 2 above) (**Must** add an explanation)

4. Are there mandatory requirements listed in the Solicitation Document? ☐ YES ☒ NO (If YES, attach mandatory requirements)

5. Recommend award as responsive/responsible bidder(s) that meets all required mandatory requirements (if YES to No. 4 above): ☒ YES ☐ NO (If no, provide an explanation)

6. Request Next Bidder? ☐ YES ☒ NO

7. Provide a statement that addresses the reason(s) for your recommendation or rejection.

Ball Fabrics, Inc., is determined to be responsive, responsible, and the lowest Bidder for ITB-24-24905, Sports Netting, Athletic Windscreens, and Shade Shading Fabric Delivery, Installation, Maintenance, and Repair Services. Ball Fabrics, Inc., is the current County Contractor for comparable services and has performed satisfactorily for the contract term. Therefore, the Parks and Recreation Department recommends the County award ITB-24-24905, Sports Netting, Athletic Windscreens, and Shade Shading Fabric Delivery, Installation, Maintenance, and Repair Services, to Ball Fabrics, Inc., for the entire agreement term.

HCFL.GOV

G:\1. Administration\1. Leadership\2. Contracts and Agreements\Parks & Recreation CONTRACTS\BALL FABRICS, INC\1 - AGENDA ITEM\2024-2027 CONTRACT REESTABLISHMENT\RESPONSES\ITB-24-24905 Award Recommendation.docx

8. If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (abstract). (Delete if not needed)

The lowest bid is approximately 14% higher than our initial estimate, which is primarily due to market increases in cost for labor and materials. Therefore, PRD has reviewed and determined the submitted prices as being fair and reasonable compared to historical cost for the same services.

9. Provide a description of what is being procured that you would like communicated to the approver(s)
As a result of this Award, the PRD will procure necessary sports nettings, windscreens, shade materials and related items for the safety of our parks, recreation centers, and sports complexes patrons.
10. Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) The PRD appreciates the BOCC for approving this important agreement which helps make our parks, recreation, and sports complexes an enjoyable experience for citizens.
11. Funding: ☒ Operating ☐ Grant: Grant Title ☒ Capital Project No(s):

Project Manager: Gregory Brown

Digitally signed by Gregory Brown
DN: cn=Gregory Brown, o=Brown and Associates, ou=Brown and Associates
c=US, email=gregory.brown@brownandassociates.com, serial=123456789
Reason: I am the author of this document
Date: 2024.12.12 09:10:00

Date: 12/12-24

Fiscal Impact Statement Approved by Management and Budget (Must fill in the XXXX area)

Funding for this procurement is available in the approved budgets for 2025-2028, and purchase orders will only be issued against approved/available budgets.

Fiscal Approved By:

Denise
Armstrong
Digitally signed by Denise
Armstrong
Date: 2024.12.12 10:38:12
+05'00'

Date:

Recommendation Approved By:

Rick Valdez
Department Director/Designee
Digitally signed by Rick Valdez
DN: cn=Rick Valdez, o=BOCC, ou=BOCC, email=rick.valdez@bocc.org, serial=123456789
Reason: I am the author of this document
Date: 2024.12.12 15:30:00

Date:

Attachment(s)

Notice of Intent to Award for Invitation to Bid: ITB-24-24905 Sports Netting, Athletic Windscreens, and Shade Shading Fabric Delivery, Installation, Maintenance, and Repair Services
POSTED DECEMBER 13, 2024
Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Ethics, the following information is hereby posted:

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See the following website for specific Ordinance details: https://library.municode.com/FL/HILLSBOROUGH_COUNTY

recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See the following website for specific Ordinance details: https://library.municode.com/FL/HILLSBOROUGH_COUNTY

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BALL FABRICS, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

510 W ARIZONA AVE

6 City, state, and ZIP code

DELAND, FL 32720

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 2 1 9 0 6 6 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Dale Ball

Date ► 1-2-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

AFFIDAVIT OF COMPLIANCE
DENYING BIDDER'S/OFFEROR'S INVOLVEMENT WITH A FOREIGN COUNTRY OF CONCERN
(Pursuant to Florida Statutes 287.138)

***** THIS AFFIDAVIT MUST BE SUBMITTED WITH BIDDER'S BID/OFFER**

(Per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, Hillsborough County cannot accept a bid on, a proposal for, or reply to, or enter into a contract with a company/entity which would grant such company/entity access to an individual's personal identifying information unless the company/entity provides the County with an Affidavit denying the company's/entity's involvement with a Foreign Country of Concern.)

Dale Ball, being duly sworn deposes and states as follows under penalties of perjury:
(Name of person signing Affidavit)

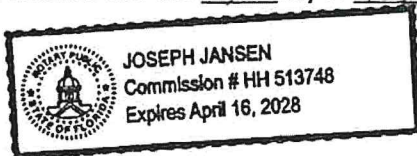
1. My name is Emmett Dale Ball
(Full Name)
2. I am the V.P. of Ball Fabrics, Inc.
(Job Title – Officer/Authorized Representative) (Company Name)
3. The Company was formed in USA Florida and is a S-Coop
(Country and State) (Type of Entity (e.g., Inc., LLC, etc.))
4. I affirm that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit on behalf of the Company stated above.
5. I affirm that I have duly read and understand Florida Statutes Section 287.138 in its entirety and affirm as follows:
** For the purposes of this Affidavit a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.
 - (a) The Company is not owned by the government of a Foreign Country of Concern;
 - (b) The government of a Foreign Country of Concern has no controlling interest in the Company; and
 - (c) The Company is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated herein are true:

Dale Ball
(Signature of Affiant)

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 5 day of December, 2024, by Dale Ball.
(Name of Affiant)



Joseph Jansen
(Signature of Notary Public)
Joseph Jansen
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced: Florida Driver License



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2024

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 Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 239-5742 E-MAIL ADDRESS: Julie.Kuhlman@bbbrown.com FAX (A/C, No):													
INSURED Ball Fabrics, Inc. 510 W Arizona Ave Deland FL 32720		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Chubb Indemnity Insurance Company</td><td>NAIC # 12777</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C: Technology Insurance Company, Inc.</td><td>42376</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Chubb Indemnity Insurance Company	NAIC # 12777	INSURER B: Federal Insurance Company	20281	INSURER C: Technology Insurance Company, Inc.	42376	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Chubb Indemnity Insurance Company	NAIC # 12777														
INSURER B: Federal Insurance Company	20281														
INSURER C: Technology Insurance Company, Inc.	42376														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

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 INSD	SUBR 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:	Y		D01852206	09/20/2024	09/20/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			(24)7364-55-13	09/20/2024	09/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$ 1,000,000						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5672-38-75	09/20/2024	09/20/2025	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
	\$						
C	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/A	TWC4482191	09/20/2024	09/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

Hillsborough County - BOCC Risk Management Division 601 E. Kennedy Blvd, 26th FL Tampa FL 33602	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
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Ball Fabrics, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

1) CB CG040001 0320 - COMMERCIAL GENERAL LIABILITY ENDORSEMENT (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED COMPLETED OPERATIONS, PRIMARY AND NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

AUTO LIABILITY

- 1.) 16-02-0292 1116 - COMMERCIAL AUTO BROAD FORM ENDORSEMENT (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
- 2.) 16-02-0316 1014 - PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA

- 1) 0702 0815 - CHUBB COMMERCIAL EXCESS AND UMBRELLA INSURANCE (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and
WHEREAS PBK Architects Florida Inc (the "Contractor") having a principal place of business at 2047 Vista Parkway, West Palm Beach, FL 33411 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Architectural & Engineering Prof Services Proposal - IHS Food Service Execution of Future Install and Welding Lab Improvements to be provided in accordance with the Contractor's Proposal dated 5/29/2025 [HJ-Indiantown High School - Kitchen / Welding] attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 19000 Citrus Blvd, Indiantown, FL 34956, FL
3. **Term.** The provision of services under this Agreement shall commence after 10 weeks of Full Execution of this Agreement, with an estimate of 4 weeks demo/ construction; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Nine Thousand, Eight Hundred Eighty Six and No/100 dollars (\$9,886.00) for Architectural; Eight Thousand, Two Hundred and No/100 dollars (\$8,200.00) for MEP Consultant and Four Thousand, Five Hundred and No/100 dollars (\$4,500.00) for Food Service Consultant and under no circumstances whatsoever shall the fee exceed, Twenty Two Thousand, Five Hundred Eighty Six and No/100 dollars (\$22,586.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

PBK Architects Florida Inc
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

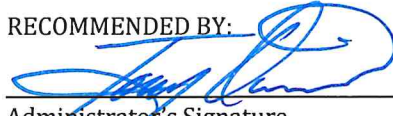
Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA

RECOMMENDED BY:



Administrator's Signature

Name and Title

Tony Quinn, MVP of Facilities

College/Department

Facilities

Date

9/4/2025

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

2047 Vista Parkway
Suite 100
West Palm Beach, FL 33411
561.478.4457
PBK.com

May 29, 2025

VIA: Email



Nichole Rummo
Project Manager – Facilities Operations
Indian River State College
Division of Capital Planning, Projects, and Facilities
3209 Virginia Avenue
Fort Pierce, FL 34981-5596

**Re: Architectural and Engineering Professional Services Proposal
Indiantown High School
Food Service Execution of Future Install and Welding Lab Improvements**

Dear Ms. Rummo:

On behalf of PBK, we are pleased to provide the following Professional Services Proposal for Architectural and Engineering Services. The scope includes work to be performed at Indiantown High School for the execution of the Food Service Future Equipment Installation. In addition, it includes new equipment improvements to support the existing Welding Lab.

Our proposal contains the following:

- 1.0 Project Understanding
- 2.0 Scope of Services
- 3.0 Compensation

1.0 Project Understanding:

In reference to the above-mentioned project, we understand that IRSC has commissioned CPPI, Inc. to provide construction services for IRSC on this scope of work as summarized below:

- A. Kitchen/Food Service Area:
Proceed to complete the installation of an exhaust hood system, including fans, a fire suppression system, and all related components as detailed in the attached plans. Hood system will support the operation of the double oven, steamer, range, and other specified equipment. Ansul suppression system shall be designed by Hood Manufacturer.
- B. Welding Lab:
Install an air compressor assembly in the center of the lab, equipped with four hose reels and four electrical reels. This setup is intended to serve larger equipment located outside of the welding booths. Additionally, provide compressed air piping provisions to extend services in the future to connect this compressor to the automotive lab.

2.0 Scope of Services:

In broad form, our A/E Design Team services are as enumerated below and shall include the following tasks:

- A. Field Survey of Existing Conditions and Coordination with IRSC Staff.
- B. Provide Construction Documents and Specifications related to scope.
- C. Assist in the permitting and bidding process as may be required. Also included is the issuance of any required addenda to address permitting or bidding required changes.

- D. Provide Construction Administration services during construction, which include site visits, review of shop drawings, answering of questions (RFI's), payment application review, and close out of the project. This period has been assumed as sixteen (16) weeks.
- E. Deliverables:
We understand that this scope defined in this proposal shall be submitted as one (1) individual Construction Document Package. The package will include the scope of work designated above with the ability of the welding lab scope to be separated or omitted if desired by Owner. Schedule would be driven by commencement of the work and discussions with your office on desired construction start and completion dates. Permit review shall be coordinated by IRSC Facilities. The design team will submit the required number of signed and sealed construction documents, specifications and an electronic set of drawings and specifications in PDF format.

3.0 Compensation:

For our efforts and those of our consultants, the lump sum fee for Design and Construction Administration is as follows:

A. Architectural:	\$ 9,886.00
B. MEP Consultant:	\$ 8,200.00
C. Food Service Consultant:	\$ 4,500.00

Total: \$22,586.00

Please review this proposal at your convenience and let me know if there are any related questions or further scope areas you wish included. As always, we thank you and the College for the ability to continue what we trust will be a long relationship.

Sincerely,

Debbie DeBartolo Wilkinson, AIA, LEED AP, FCP
Principal, Client Executive, PBK

IRSC Indiantown High School Professional Services

FEE WORKSHEET

05/28/25

Arch. Project: TBD

FOOD SERVICE & WELDING

ARCHITECTURAL DESCRIPTION	RATE	SITE VISIT	OWNER MTGS.	CONST. DOCS.	SPECs	CONST. ADMIN.	TOTAL HOURS	SUB TOTAL
Principal	\$228.00	0	0	2	0	0	2.0	\$456.00
SR. Project Manager	\$200.00	0	0	2	0	0	2.0	\$400.00
SR. Project Architect	\$175.00	0	0	0	0	0	0.0	\$0.00
Project Architect	\$160.00	2	4	14	2	4	26.0	\$4,160.00
Interior Designer	\$150.00	0	0	0	0	0	0.0	\$0.00
Construction Administrator	\$150.00	0	0	0	0	16	16.0	\$2,400.00
Administrative	\$95.00	0	0	4	14	8	26.0	\$2,470.00
TOTAL EMPLOYEE EXPENSE		2	4	22	16	28	72.0	\$9,886.00

Reproduction Costs \$0.00
SUB TOTAL \$9,886.00



JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

PROPOSAL

TO:	Debbie Wilkinson, AIA, LEED AP, FCP	FIRM:	PBK
PROJECT:	Indiantown High School - Kitchen / Welding	RE:	Engineering Services – MEP&P
FROM:	Charles Gableman, P.E.	DATE:	May 28, 2025

Debbie,

Our fee for providing HVAC, Electrical, Plumbing, and Fire Protection engineering design services on the above referenced project will be **\$8,200.00**. The scope as we understand it would include the following:

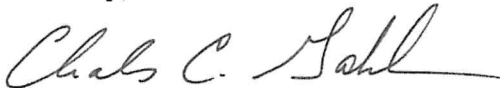
- Kitchen/Food Service Area:
 - Complete the installation of an exhaust hood system, including fans, a fire suppression system, and all related components as detailed in the attached plans. Hood system will support the operation of the double oven, steamer, range, and other specified equipment.
- Welding Lab:
 - Install air compressor in the center of the welding lab, equipped with four hose reels and four electrical reels. This setup is intended to serve larger equipment located outside of the welding booths. Provide compressed air piping provisions to extend service in the future to the automotive lab.
- Mechanical scope will be limited to the permit set of drawings design, showing only the hood and supporting equipment. Redesign of the kitchen's HVAC system, AHUs, chilled water, controls, etc. is not included. It is anticipated the existing HVAC cooling in the welding lab is sufficient to accommodate the proposed air compressor.
- Plumbing scope will be limited to compressed air piping, 4 drops, and piping provisions (based on owner's direction / need) to support the automotive lab.
- Electrical scope will be limited to branch circuit wiring for the kitchen hood and other supporting equipment of this system. A fire alarm relay will be provided for monitoring the ANSUL system at the hood. Branch circuit wiring will be provided for the air compressor, pull cord convenience outlets, served from the local lab's panelboard.

- Fire protection scope is excluded as the ANSUL system will be specified by the food consultant.
- Services for shop drawing review, construction observation, and recording in CAD format the contractor's as-built red-lined documents is included.
- Project specifications will be provided in book format.
- It is assumed as-built documentation and survey of existing utilities will be provided to the engineer for use as the basis of the design.

The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the engineer may require the owner to provide selective demolition of concealed conditions, i.e. underground plumbing piping, for coordination of tying new work to existing infrastructure. The engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chas C. Gableman". The signature is fluid and cursive, with the first name "Chas" and last name "Gableman" clearly distinguishable.

Charles C. Gableman, P.E., LEED AP
President
JLRD, Inc.

Sent via Email

Debbie DeBartolo Wilkinson Debbie.Wilkinson@pbk.com

PREPARED FOR:

Debbie DeBartolo-
Wilkinson

Harvard Jolly, Inc. - West
Palm Beach
2047 Vista Parkway
West Palm Beach, FL
33411

DATE OF ISSUE:

May 29, 2025

PROJECT NAME:

HJ - Indiantown High
School

Dear Debbie,

The following proposal is a detailed scope of services that we are recommending for your project. We have worked extensively with a broad range of clients in every aspect of the work proposed here, and our diverse team represents a range of experience and specialties to deliver stellar results on your behalf. Thank you for the opportunity to submit this proposal and to work with you on this very exciting project. We very much look forward to helping you achieve the vision.

Sincerely,

Julie Byrnes
Design Project Manager

Scope and Deliverables

FOODSERVICE DESIGN DEVELOPMENT

CONSTRUCTION DOCUMENT PHASE

- Building on the permitted drawings, coordinate with project team to replace hotline equipment and exhaust hood system noted as FUTURE
- Collaborate to coordinate revisions to permit set with the project team and client.
- Provide final exhaust hood shop drawings, which will include exhaust and make-up air duct collar sizes, CFM requirements, static pressures, utility requirements, fire suppression system details, section and plan views. Mechanical engineer will be responsible for design documents and specifications required for permitting, including all ductwork, fans, building system integration, controls, etc.
- Provide a final comprehensive cut book for revised foodservice equipment for coordination with engineering teams and trades.
- Hold one (1) meeting with project team and client, as well as working independently to complete the scope outlined in this phase.

CONSTRUCTION ADMINISTRATION COORDINATION PHASE

- Review and respond to Requests for Information (RFI) related to revised foodservice design and specifications from General Contractor (GC) or Kitchen Equipment Contractors (KEC) and issue detailed responses. Provide sketches (SK) as required for coordination.
- Collaborate with the project team to develop a Submittal Schedule for monitoring the production, review, approval and issuance of all shop drawings related to revised foodservice equipment.
- Review and redline all submittals related to contracted/revised foodservice areas.
- Complete one (1) Punch Walk Close Out site visit with project architect, KEC, and GC to ensure successful completion of foodservice project scope. Additional site meeting can be added at a per diem cost. Provide a detailed Punch List Report indicating construction, installation, and general condition issues for all contracted foodservice areas.

PROJECT FEE

- The total project fee for the scope of work listed above will be **\$4,500**, inclusive of associated travel expenses.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) PBK Architects Florida, Inc.	
	2 Business name/disregarded entity name, if differ	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 2714 Dr. Martin Luther King, Jr. Street North 6 City, state, and ZIP code St. Petersburg, FL 33704 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	9	-	1	4	3	0	5	7	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Ward J. Fzlowshi</i>	Date July 16, 2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS PROCTOR CONSTRUCTION COMPANY LLC (the "Contractor") having a principal place of business at 2050 US Highway 1 Suite 200, Vero Beach, FL-32960 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC Building A Conference Room Renovation - Legal Suite Addition, to be provided in accordance with the Contractor's Proposal dated 8/14/2025 IRSC Bldg A Conf. Room Renovation - Legal Suite Addition attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 3209 Virginia Avenue, Fort Pierce 34981, FL
3. **Term.** The provision of services under this Agreement shall commence after 10 weeks of Full Execution of this Agreement, with an estimate of 4 weeks demo/ construction; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: One Hundred Sixty Four Thousand, Five Hundred Twenty Eight and No/100 dollars (\$164,528.00) and under no circumstances whatsoever shall the fee exceed, One Hundred Sixty Four Thousand, Five Hundred Twenty Eight and No/100 dollars (\$164,528.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

John Granath

Printed Name and Title

Jgranath@proctorcc.com

Email Address

(772) 234-8164

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

PROCTOR CONSTRUCTION COMPANY LLC |

Contractor/Vendor/Supplier Name



Signature

John Granath, President /COO

Name and Title

2050 US Hwy 1, Ste 200

Address

Vero Beach, FL 32960

City, State, Zip

Tax ID # 46-4750281

Unique Entity ID (sam.gov) or Tax ID

8-29-25

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY: _____



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

9/2/2025

Date

APPROVED BY: _____



Dr. Timothy Moore, President

President

Name and Title

9/3/2025

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

EXHIBIT A



General Contractors
CGC1529654
www.proctorcc.com

Date 08/14/2025

Tony Quinn
Associate VP of Capital Planning, Projects and Facilities
Indian River State College

Project Name: IRSC Building A Conference Room Renovation

Proposed Scope of Services

We propose to complete the following work as per PDF Drawings received 7/8/25 and walk-through on with Indian River State College staff. Permit drawings were not provided therefore the following scope shall define proposed work.

SCOPE to include:

- We include demolition and disposal of existing walls, cabinets, flooring, ceiling systems, flooring and wood paneling.
 - Temporary duct barriers as required.
- Installation of new walls as shown on drawing provided.
 - Walls to extend to underside of deck and to received sound attenuation insulation, drywall finish to match texture of existing walls.
- Installation of new ceiling grid and tiles.
- Relocation of existing lights reconfigured to meet code lighting standards in spaces.
 - New switches for lighting at door locations.
- Relocation of HVAC supply and return grills in new ceilings for A/C requirements in each space.
- Installation of (6) added Cat6 Data drops as per layout provided on drawing by IRSC.
- Installation of electrical outlets in all new walls to meet NEC code requirements.
- Installation of (4) new hollow metal frames, wood doors with glass at top and bottom per recent standard and hardware as required.
- Installation of (2) new doors at entry to 214 suite & door to 211A utilizing existing hardware.
- Preparation, prime and paint of all drywall surfaces & door frames in suite 214.
- Installation of new carpeting in conference room.
- Installation of new LVT flooring for all offices and common spaces.
- Installation of new base throughout out suite 214.
- Removal of window film at existing and replace with new.
- Final cleaning of entire space prior to turnover

Proposed Cost of Services

Subcontract Direct Cost	\$121,770.00
General Conditions (Includes Phase Fee)	\$27,569.00
P&P Bond's EXCLUDED only required Over \$200K	EXCLUDED
Preconstruction	\$247.00
Builders Risk Insurance	EXCLUDED
General Liability Insurance	\$1473.00
Subtotal	\$151,059.00
Fee	\$9,819.00
Contingency	\$3653.00
TOTAL	\$164,528.00

Proctor Construction Company, LLC
2050 US Highway 1 | Suite 200 | Vero Beach, FL 32960
Phone 772.234.8164 | Fax 772.234.8188



General Contractors
CGC1529654
www.proctorcc.com

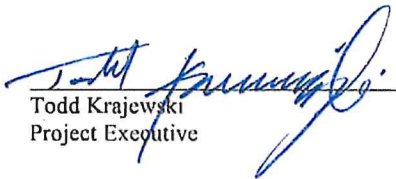
Proposed Schedule Duration

Project start date to be 10 weeks after executed contract to allow for mobilization, **procurement of wood doors which have a 10 week lead time from order**, at the direction of IRSC staff we can start the project as soon as contract/PO is received with the understanding doors and hardware will be installed after received. The overall demo/construction duration excluding doors will be 4 weeks of construction.

We look forward to continuing our relationship. Thank you once again for another opportunity and this is hereby submitted for consideration. Please let us know if you have any questions or comments or require any additional information.

Respectfully,

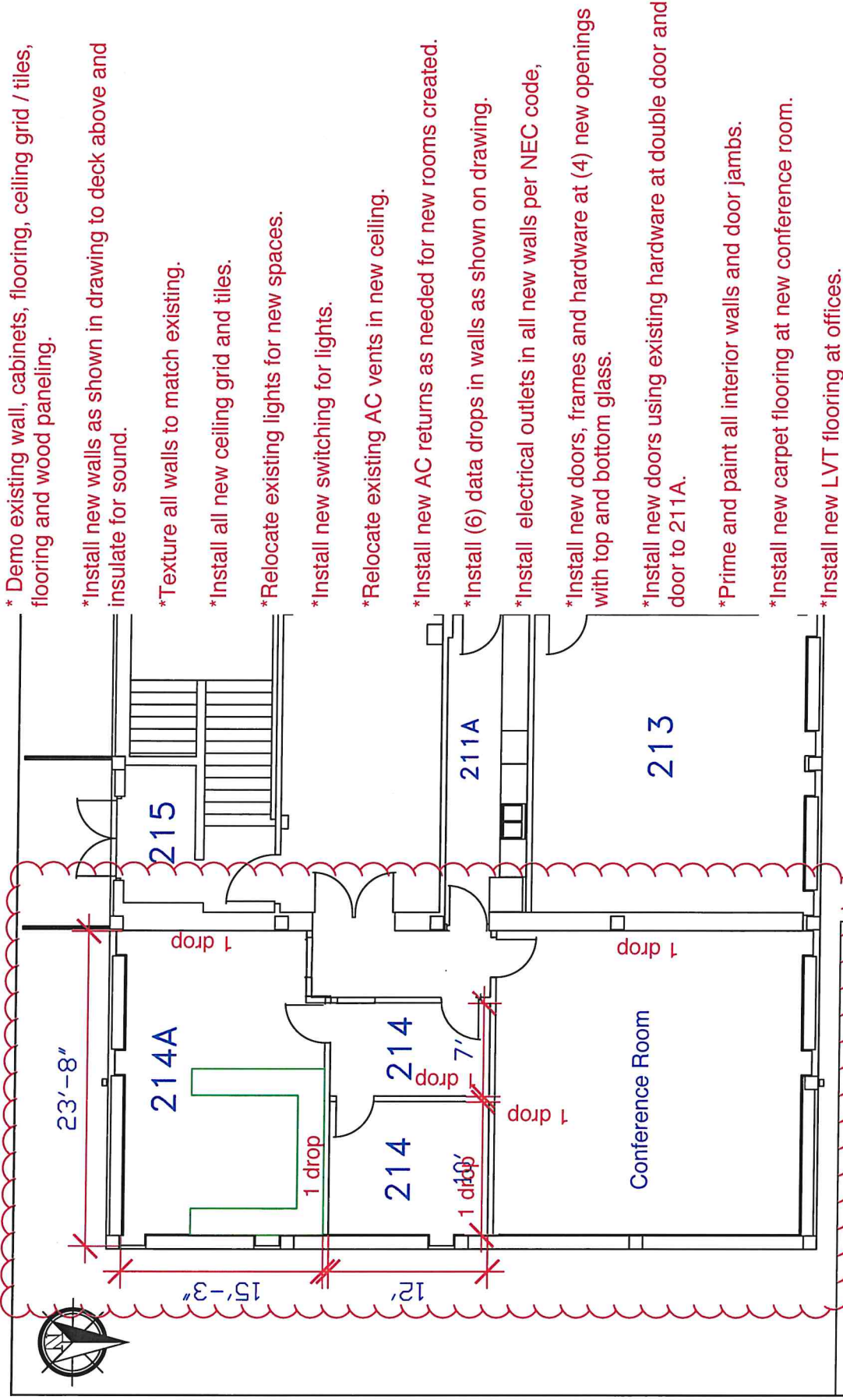
Proctor Construction Company, LLC.



Todd Krajewski
Project Executive



Proctor Construction Company August 14, 2025 IRSC Building A PhII Conference Reno Estimate			Area (GSF) 1,140
		Cost	Cost/Sq. Ft.
0	Permits	0	0.00
1	Procurement and Contracting Requirements	6,989	6.13
6	Wood Plastics and Composites	2,679	2.35
8	Openings	33,924	29.76
9	Finishes	52,819	46.33
23	Heating Ventilation & Air Conditioning	4,926	4.32
26	Electrical	17,912	15.71
27	Technology	2,520	2.21
Subtotal Direct Cost		121,769	106.82
	General Conditions	27,569	24.18
	Permit	0	0.00
	Preconstruction	247	0.22
	Insurance	1,471	1.29
	Builders Risk	0	0.00
	P&P Bond	0	0.00
	Fee	9,819	8.61
	Potential Tax Savings	0	0.00
Total price without VE or contractor contingency		160,874	141.12
Contractor Contingency 3%		3,653	3.20
Total Project Price		164,528	144.32



FORT PIERCE MAIN CAMPUS - SITE NO. 01

New - 2nd FLOOR

***Remove existing window film and install new film.**

BUILDING	BUILDING LETTER	BUILDING NAME	SQUARE FEET	DESIGNATION
1	A	BRYAN ADMINISTRATION BUILDING	37,220	1-01-A



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS SPIEZLE ARCHITECTURAL GROUP, INC (the "Contractor") having a principal place of business at 80 Royal Palm Point, Suite 404, Vero Beach, FL, 32960 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Mechanical, Electrical, and Plumbing System Engineering assessment services to be provided in accordance with the Contractor's Proposal dated 7/15/2025 Based on Proposal # Professional Services for the Master Plan & Conditions Assessment for Indian River State College at Clark Advanced Learning Center attached hereto and marked as Exhibit A and Accepted Letter of Intent for RFO# #24/25-06 Architect Continuing Services, signed on January 31st 2025, marked as Exhibit B. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Chastain Campus, 2400 SE Salerno Rd, Stuart, FL 34997.
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, will estimate start date: Fall 2025 and Completion by Spring 2026, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Sixty Four Thousand Five Hundred 00/100 dollars (\$64,500.00) ; for Mechanical, Electrical, and Plumbing System Engineering assessment services, and under no circumstances whatsoever shall the fee exceed, Sixty Four Thousand Five Hundred 00/100 dollars (\$64,500.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits

through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Spiezle Architectural Group, Inc
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

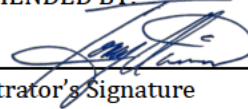
Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

9/3/2025

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**



July 15, 2025

Mr. Tony Quinn
 Associate Vice President of Capital Planning, Projects, and Facilities
 Indian River State College
 3209 Virginia Avenue
 Fort Pierce, FL 34981-5596

Re: **Proposal for Professional Services for the Master Plan & Conditions Assessment for Indian River State Collage at Clark Advanced Learning Center**

Dear Mr. Quinn:

Spiezle Architectural Group Inc. (Architect) appreciates the continued opportunity to work with Indian River State College (Owner) and provide you with this proposal for professional services to support the design for the high-level master plan and conditions assessment for the potential upgrades to the Clark Advanced Learning Center. Our efforts would encompass the evaluation of the existing programming and condition needs.

Proposed Scope of Professional Services:

Spiezle Architectural Group, Inc., will provide architecture services along with Ingenuity Engineers, Inc. for mechanical, electrical and plumbing system engineering assessment services

As discussed, we understand the scope of work to include the development of a comprehensive master plan and conditions assessment for the Clark Advanced Learning Center. This effort will begin with meetings with key stakeholders to understand how each space within the facility is currently used in order to identify underutilized areas and to determine any unmet programmatic needs along with considering desired future improvements.

Our team will assess the existing building not only in relation to current and future educational programming but also through a physical conditions survey. This will include a review of architectural and systems components such as flooring, lighting, casework, doors, windows, roofing, exterior envelope, and MEP systems. The assessment will identify observable deficiencies, aging infrastructure, and modernization needs along with those made known to us through interview and provided materials.

The resulting master plan may include a combination of strategies, such as renovating existing spaces to create updated learning environments, reconfiguring underutilized areas to accommodate new or expanded programs, and exploring building additions to support future growth or specialized program requirements.

All recommendations will be prioritized and accompanied by an order-of-magnitude cost estimate to assist the Owner in evaluating options and planning for implementation. Upon completion of the master plan and conditions assessment, a separate proposal can be provided to advance the design and execution of selected projects.

Preliminary Project Schedule:

Based on our discussions, we understand that it is your preference for the project commence in fall of 2025, with a target completion date by Spring of 2026. Considering this, we have outlined the following preliminary project schedule. Please note that this schedule is based on the information available to us at present and is subject to adjustments during the assessment.

- | | |
|--|----------------|
| • Award of Contract to Professional: | July 2025 |
| • Site visit and meeting with key stakeholders: | September 2025 |
| • Preliminary conditions assessment and concept designs: | November 2025 |
| • Review meeting with key stakeholders: | November 2025 |
| • Present updated concept plans and opinion of probable costs: | December 2025 |
| • Draft report issuance and owner review: | January 2026 |
| • Final conditions assessment report complete: | February 2026 |



Please be advised that while we have endeavored to develop a realistic schedule, various factors outside of our control may impact its timeline. These factors include, but are not limited to, market uncertainties, timely responses from the Owner, access to the project sites, and any directives or delays imposed by regulatory authorities. In the event that any of the foregoing results in schedule disruptions, adjustments to the timeline shall be necessary.

Proposed Professional Services:

The proposed professional services are structured into multiple services as discussed and outlined below:

- Conduct an initial site visit to observe and document existing conditions across representative instructional, support, and common spaces throughout the facility.
- Review existing conditions reports, maintenance records, drawings and similar materials made available by the Owner.
- Meet with key stakeholders and staff to review current space utilization, identify programmatic gaps, and understand future aspirations for educational delivery and student experience.
- Assess each space for physical, instructional, and operational characteristics, including size, layout, furnishings, infrastructure, technology readiness, and overall suitability for current and anticipated use.
- Perform a visual conditions assessment of key building systems and components, including interior finishes (flooring, ceilings, casework, doors), lighting, HVAC, plumbing, electrical systems, windows, roofing, and the building envelope.
- Identify opportunities for reconfiguring underutilized or outdated spaces, upgrading existing instructional areas, and/or adding new space to accommodate evolving program needs.
- Summarize findings into key themes that inform a long-range master plan focused on both program alignment and capital improvement.
- Prepare an order-of-magnitude cost estimate for recommended improvements, organized by category and priority, to support future planning and budgeting.
- Provide a summary report including site observations, stakeholder feedback highlights, facility condition findings, recommended strategies, and next steps.
- Submit draft report to Owner for review and Comment.
- Finalize report.

Proposed Professional Services Fees:

These services outlined above shall be provided for the *Lump Sum Fee* of **Sixty-Four Thousand Five Hundred Dollars (\$64,500)**.

The fees outlined above are inclusive of the services outlined above and would include the efforts of Spiezle Architectural Group, Inc. and our team of mechanical, electrical, and plumbing engineering consultants.

Should building envelope concerns arise during our observations requiring the services of an enhanced building envelope consultant, we recommend holding a **Twenty-Five Thousand Dollars (\$25,000)** allowance that can be used on an as needed basis.

Reimbursable Expenses:

Ordinary expenses such as small format printing, telephone communications, supplies are included in the fees indicated above along with submission documents for each project phase. Travel for this project will be billed as an expense based upon the current mileage rate established by the Federal Government. Reimbursable costs for additional printing and postage will be invoiced at a rate of cost-plus fifteen percent (1.15) against the Reimbursable Expenses Allowance to be included as part of the contract and are provided with the necessary backup information. Other allowable reimbursable expenses will also be invoiced at a rate of cost-plus fifteen percent (1.15).

We recommend the purchase order include an allowance of \$1,000 for reimbursable expenses, including additional printing of documents, shipping and other allowable reimbursable expenses as per the Agreement.

If the services covered by this proposal have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**Exclusions:**

Proposed fees or example fee ranges assume the provision of architectural, mechanical, electrical, and plumbing engineering assessment services. Other professional services can be contracted through Spiezle, including specialized engineering or assessment services if needed, however; these are not included in the above fee ranges. Exclusions and assumptions include:

- Design, documentation, bidding or construction administration.
- Services related to hazardous materials of any kind, including material testing and abatement.
- Engineering services not specifically included above (civil, structural, etc...)
- Freshwater wetlands and ecology study.
- Traffic study, offsite utility and traffic improvements.
- Environmental assessment.
- Application fees from all relevant agencies having jurisdiction of approval.
- Geotechnical survey and reports.
- Preparation of photo-realistic 3-D renderings and/or models.
- Furniture design, selection, coordination, and procurement.
- Landscape design is not included.
- Detailed construction budgeting, estimating, and scheduling beyond the described scope.
- Any other services not specifically included above.

Assumptions and Clarifications

The following is a list of assumptions and clarifications upon which this proposal is based. Some of the services listed may be provided as an additional service, but are not included within our proposed basic services:

- Our basic services, as outlined, do not extend beyond the defined scope of work.
- All assessments will be based on visual, non-destructive inspection, review of existing documentation, and facilities.
- Engineering of any kind including but not limited to Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, are not included in this proposal.
- Value engineering, redesign and changes subsequent to Owner approval of documents will be cause for additional services.
- Staff remobilization due to project delays will incur additional charges.
- Preparation of as-built record documents is not included in this proposal.
- LEED certification, energy modeling, and commissioning are additional services if requested.
- Energy Star certification is not included but can be provided as an additional service.
- Preparation for a submission for grants, subsidy, rebates, etc. is not included in this proposal.
- Analysis and/or survey of adjacent sites beyond those included above are not included in this proposal.
- It is assumed that this project will be performed as a single-phase project. Should the project be broken into multiple phases Spiezle reserves the right to modify this proposal.
- Access to the building and scheduling support will be coordinated by the Owner.
- This is a preliminary, exploratory phase and does not include design deliverables or detailed programming.

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

PURSUANT TO FLA. STAT. 558.0035, EMPLOYEES OF SPIEZLE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



Terms and Conditions and Standard Hourly Rates:

Any additional services requested beyond the scope of work outlined in this proposal will be billed in accordance with the standard fee schedule set forth in our existing Continuing Services Agreement dated March 1, 2025. All Terms and Conditions of that agreement shall remain in full effect and applicable to this proposal.

Should this proposal be acceptable please note your acceptance by signing below and returning an executed copy to us at your earliest convenience.

Thank you for the continued opportunity to work with the Indian River State College. Should you have any questions please do not hesitate to contact me.

Sincerely,

Accepted:

A handwritten signature in blue ink that reads "Steve Siegel".

Steve Siegel, AIA, LEEDap
Principal
Spiezle Architectural Group, Inc.

Date: July 15, 2025

Tony Quinn
Associate Vice President of Capital Planning, Projects, and Facilities
Indian River State College

Date: _____

A handwritten signature in blue ink that reads "John F. Wright".

John F. Wright, AIA, LEEDap BD+C
Principal
Spiezle Architectural Group, Inc.

Date: July 15, 2025



PURCHASING

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
(772) 462-7356

Madyson Lee
Procurement Agent

January 31, 2025

Spiezle Architectural Group, Inc

Attn: John F. Wright, Principal-Higher Education
2001 9th Avenue, Suite 308
Vero Beach, FL 32960
Phone: (866) 974-7666
Email: jwright@spiezle.com

Re: Notice of Intent to Award, RFQu #24/25-06 Architect Continuing Services

Thank you for the proposal submitted in response to Indian River State College, Request for Qualifications # 24/25 – 06 Architect Continuing Services.

This letter shall serve as written notification that Indian River State College intends to award a continuing service contract for the Architect Services, based upon the average proposal and interview evaluation scores. These Architect services projects will not exceed \$7,500,000 or as allowable by Section 287.055 of the Florida Statutes. If an agreement is not reached with the above firm, Indian River State College reserves the right to reopen discussions with additional respondents.

Indian River State College will present our recommendation to award Spiezle Architectural Group, Inc. to the Board of Trustees for approval at the next scheduled for February 25, 2025. In addition, if approved by the Committee Members, Key Stake Holders and Board of Trustees, **a separate Notice of Award shall follow.**

Indian River State College would like you to sign and return this notice of intent by 12:00 p.m. Monday, February 3, 2025.

ACCEPTANCE:

By: _____

Print Name: John F. Wright, AIA

Title: Principal

Date: January 31, 2025

Sincerely,
Madyson Lee
Mlee3@irsc.edu

A black and white image of a handwritten signature, "Madyson Lee", in cursive script.



SUMMARY OF ITEM FOR
ACTION

TOPIC: RFQ # 25/26-02 College-Wide Roofing, Repairs and Replacements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

The College issued a solicitation for roof repairs and replacements on all campuses and buildings not under warranty. The solicitation was published on August 12, with site walks conducted from August 18 to August 21 at each campus. Approximately 40 vendors participated in the site walks, where they had the opportunity to inspect roof conditions. The deadline for submitting proposals was September 5. The following companies submitted offers:

- Advanced Roofing, Inc
- Architectural Sheet Metal, Inc
- Atlas Apex Roofing, LLC
- Can-Am Roofing and Construction.
- Rock Roofing
- Sun Coat Roofing Services
- The Roof Authority, Inc

We request your approval to proceed with roof repairs and replacements based on established priorities and the condition of the existing roofs.

ALTERNATIVE(S): N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25
