



**District Board of Trustees
Facilities Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972**

October 28, 2025

AGENDA

1. Call to Order – *Trustee Schirard, Chair*
2. Request approval for Paul Jacquin & Sons Inc. Change Order #008 for the IRSC Science Center, Bldg. N – 3rd Floor Interior Renovations – *Tony Quinn*
3. Request approval of the following Independent Contractor Agreements - *Tony Quinn*
 - a. Jacquin & Sons Construction
 - b. Quality Commissioning and Consulting, Inc.
 - c. WIRENUTZ INC
4. Adjourn



SUMMARY OF ITEM FOR
ACTION

TOPIC: Paul Jacquin & Sons, Inc. Change Order #008 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:

This Change Order #008 for the IRSC Science Center, Bldg. N – 3rd Floor Interior Renovations is an increase of \$42,688.22 for general construction work.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** N/A
2. **FISCAL IMPACT:** +\$42,688.22, Total Contract amount of \$6,514,244.82
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 10/3/25

BOARD ACTION:

DATE: 10/28/25



CHANGE ORDER FORM

Change Order No. 008 Contract ID No. 24U001 Architect's Project N° 9/17/25
 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 09/11/2025 are hereby being designated for approval of the following work:

This Change Order: CO#008 – IRSC Science Center, Building N 3rd Floor HVAC Upgrades & Interior Renovations

☐ ASI #6 Adding ductwork to Utility Closet	\$5,063.00
☐ Open first & second floor control valves to put HVAC system back in working order	\$5,817.00
☐ Add quad receptacles at instructor desks per IT Dept. (Rooms 325,315,305,322)	\$1,576.86
☐ Add 24v transformer for existing fire smoke dampers that no longer had power	\$607.00
☐ Install rubber base at all casework. Finish schedule showed epoxy cove base only	\$2,800.00
☐ Replace tile at 1st floor entrance where control joint cracked tiles	\$2,000.00
☐ Drywall patch on second floor ceiling where drywall was previously removed due to leak	\$763.00
☐ Low voltage wiring requests by IT department/Required drops not shown on plans	\$16,355.00
☐ Magnetic fire alarm door backs	\$3,479.46
☐ Overhead	\$3,846.13
☐ Bond	\$380.77

Total Increase\$42,688.22

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 \$42,688.22.

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 N/A (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
Change Order # 8	General Construction	0	\$42,688.22

Current Totals	77	\$6,514,244.82
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ACCEPTED AND AGREED

John F. Wright, AIA, LEEDap Principal 9/24/25
 Name and Title (print) Architect - Spiegle Date

Signature [Signature]

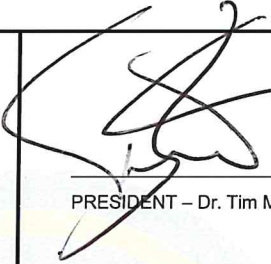
Paul Jacquin and Sons Contractor (Name of Firm) Cole Singley, Project Manager 9/22/2025
 Name and Title (print) Date

Signature Cole Singley

AVP of Facilities Indian River State College - Employee Tony Quinn 9/25/25
 Recommending Change Order Approval Name and Title (print) Date

Signature [Signature]

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	<u>9/25/2025</u>
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	\$ 6,471,556.60		
This CO/Amend			
Increases ☒ Decreases ☐	\$42,688.22		
CURRENT CONTRACT VALUE	\$ 6,514,244.82		
		(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.

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:	8
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INITIATION DATE:	9/11/2025
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ARCHITECT'S PROJECT	240001
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TO Contractor):

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

CONTRACT FOR:

General Construction

CONTRACT DATE:	12/10/2024
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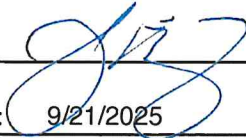
You are directed to make the following changes in this Contract:

1. ASI #6 Adding ductwork to Utility Closet		\$5,063.00
2. Open first & second floor control valves to put HVAC system back in working order		\$5,817.00
3. Add quad receptacles at instructor desks per IT Dept. (Rooms 325,315,305,322)		\$1,576.86
4. Add 24v transformer for existing fire smoke dampers that no longer had power		\$607.00
5. Install rubber base at all casework. Finish schedule showed epoxy cove base only		\$2,800.00
6. Replace tile at 1st floor entrance where control joint cracked tiles		\$2,000.00
7. Drywall patch on second floor ceiling where drywall was previously removed due to leak		\$763.00
8. Low voltage wiring requests by IT department/Required drops not shown on plans		\$16,355.00
9. Magnetic fire alarm door hold backs		\$3,479.46
Subtotal		\$38,461.32
Overhead & Profit		\$3,846.13
Bond		\$380.77
	Change Order Total	\$42,688.22

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	-\$1,009,954.40
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$6,471,556.60
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged)	\$42,688.22
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	\$6,514,244.82
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
<i>ARCHITECT</i>	<i>CONTRACTOR</i>	<i>OWNER</i>
2001 9th Avenue, Suite 308	P.O. Box 4343	3209 Virginia Avenue
Vero Beach, FL 32960	Fort Pierce, FL 34948	Fort Pierce, FL 34981
By: 	By: <i>Cole Singley</i>	By:
Date: 9/21/2025	Date: 9/19/2025	Date:



Facilities Committee Meeting Agenda Item #3
DISTRICT BOARD OF TRUSTEES

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:

- Jacquin & Sons, IRSC STEM Building Monitor Replacements - \$20,508.00
- Quality Commissioning and Consulting Inc., Massey Campus N-Building, Phase 3, 2nd floor Commissioning and Consulting Services. Including HVAC Equipment and Controls, Lighting Controls, Domestic Water, MEP - \$98,265.00
- Wirenutz Inc., S, G & F Buildings Power at Pruitt Campus - \$5,969.00

ALTERNATIVE(S): N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 10/3/25

BOARD ACTION:

DATE: 10/28/25



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 Jacquin & Sons Construction (the "Contractor") having a principal place of business at 7348 Commercial Circle, Fort Pierce, FL 34951 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 Stem Building Monitor Replacement to be provided in accordance with the Contractor's Proposal dated 8/25/2025 attached hereto and marked as **Exhibit A** and **Based on Proposal # RFQu 24/25-03** 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: IRSC Pruitt Campus S-108 at 500 NW California Blvd, Port St Lucie, FL 34986.
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: Twenty Thousand Five Hundred Eight and No/100 (\$20,508.00) and under no circumstances whatsoever shall the fee exceed, Twenty Thousand Five Hundred Eight and No/100 (\$20,508.00). 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

Chris Singley - Project Manager

Printed Name and Title

Chris.Singley@pjsi.com

Email Address

772-216-5860

Phone Number

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

Jacquin & Sons Construction |
Contractor/Vendor/Supplier Name

Chris D. Singley

Signature

Chris Singley - Project Manager

Name and Title

7348 Commercial Circle

Address

Fort Pierce, FL 34951

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

9/23/2025

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

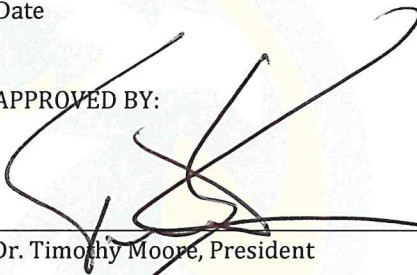
Capital Planning, Projects, and Facilities

College/Department

9/24/25

Date

APPROVED BY:



Dr. Timothy Moore, President

9/25/2025

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.**

SINCE 1940

JACQUIN & SONS

CONSTRUCTION

Continuing Services Contract Proposal
IRSC STEM Building Monitor Replacement
August 25th, 2025

SCOPE OF WORK	REMARKS	PRICE
General Conditions	Includes Lift Rental	\$3,000
Panel Removal/Backing Install		\$6,200
Audio Visual Install (Cabling)	Proposal by owner	\$2,875
Electrical	Proposal by owner	\$2,946
Subtotal Cost		\$15,021
Contingency		\$1,500
Subtotal		\$16,521
Construction Manager's Fee		\$2,500
Builders Risk Insurance	By Owner	\$0
Liability Insurance		\$165
Construction Phase Fee		\$1,322
Subtotal		\$20,508
Bond	No Bond since under the threshold	\$0
Grand Total		\$20,508



Mailing Address
PO Box 4343
Fort Pierce, FL 34948

Contact
772-465-2475
www.pjsi.com
7348 Commercial Circle
Fort Pierce, FL 34951

Project: IRSC STEM Building Monitor Replacement

Qualifications and Clarifications

No contract documents provided.

Allowances are sums of money established for a particular item of work which scope and description are not sufficiently defined in the design documents to allow for pricing by Jacquin. The following Allowances as identified in this estimate are inclusive of all labor, payroll taxes and insurance, materials, sales and use tax, equipment, services, general requirements, insurance, and fee all as required for a complete installation. The Allowances included in this estimate are as stated herein/or as indicated on the estimate spreadsheets.

Allowances:

All items except for the flooring are allowances.

1. The costs included in this proposal are specifically identified in this proposal.
2. Work to be completed Monday through Friday during normal business hours. No overtime or weekend work is included.
3. The electrical scope of work is per the proposal provided by WireNutz Inc. The proposal is dated 2/28/2025 and was provided directly to the owner.
4. The low voltage scope of work is per the proposal provided by Audio Visual System Integrators LLC. The proposal is dated 3/5/2025 and was provided directly to the owner.
5. Assistance from IRSC IT staff is required for the coordination of the subcontractors to ensure correct placement etc.
6. The existing sound panels will be removed and reinstalled after the placement of backing.
7. PJSI will provide a one-time, general cleaning of the room. All other cleanings, final cleanings will be the responsibility of the owner.



Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

772-465-2475
www.pjsi.com
7348 Commercial Circle
Fort Pierce, FL 34951

8. PJSI will provide an indoor manlift for use by all subcontractors. If the work is delayed for reasons outside of PJSI's control, there will be additional costs for the lift rental.



PURCHASING

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
(772) 462-7357

Madyson Lee
Procurement Agent

October 22, 2024

Paul Jacquin & Sons, Inc.

Attn: James A. Taylor, Director of Development
7348 Commercial Circle
Ft. Pierce, FL. 34948
Phone: (772) 465-2475
Email: James.Taylor@PJSI.com

Re: Notice of Award, RFQu #24/25-03 Construction Management Continuing Services

Dear James,

Thank you for your proposal submitted in response to Indian River State College's Request for Qualifications #24/25-03 for Construction Management Continuing Services.

This letter serves as official notification that Indian River State College will partner with **Paul Jacquin & Sons, Inc.** on a continuing service contract.

These selections were made based on the college's needs as outlined in the original published solicitation documents. In the event that an agreement cannot be reached with any of the firms listed above, Indian River State College reserves the right to reopen discussions with additional respondents.

Our recommendations were presented to the District Board of Trustees and received approval during the October 22, 2024 meeting.

The terms and conditions stated in the original solicitation document, RFQ #24/25-03 are legally binding requirements of this award. In addition, a separate contract will follow for these services.

By accepting the Letter for Construction Management Services for projects valued at less than \$7,500,000, the awarded firms agree to the terms outlined in Indian River State College's Construction Agreement (Exhibit A) or the Independent Contractors Agreement (Exhibit B), as determined by the project. Purchase Orders (Exhibit C) will be issued on project approvals. Additionally, the firm is required to provide Certificate of Insurance with Indian River State College District Board of Trustees listed as an additional insured party.

The initial contract term will begin for one (1) year, commencing on November 1, 2024, and

concluding on October 31, 2025. If the college wishes to move forward with a renewal, an addendum to this award will be sent for each additional year. There are options for renewal for year two (2) November 1, 2025 – October 31, 2026 and year three (3) November 1, 2026 – October 31, 2027.

You are requested to acknowledge your acceptance of this Notice of Award in the space provided, returning a signed copy via email to Madysen Lee at mlee3@irsc.edu.

Paul Jacquin & Sons, Inc.

Approver:

BY: Chris D. Singler
Print Name: Chris D. Singler
Title: Vice President
Date: 10/23/24

Witness:

BY: JAMES A. TAYLOR
Print Name: JAMES A. TAYLOR
Title: Director of Development
Date: 10/23/24

Indian River State College

Recommended By:

BY: Tony Quinn
Print Name: Tony Quinn
Title: AVP of Facilities
Date: 10/23/2024

Approved By:

BY: Edith Pacacha
Print Name: Edith Pacacha
Title: VP of Admin & Finance, CFO
Date: 10/29/2024



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, **QUALITY COMMISSIONING AND CONSULTING INC.**, (the “Contractor”) having a principal place of business at **4250 ALAFAYA TRAIL SUITE 212.336, OVIEDO, FLORIDA 32765 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: **Massey Campus N-Building, Phase Three (3), 2nd Floor Commissioning and Consulting Services. Including HVAC Equipment & Controls, Lighting Controls Domestic Water, MEP**, to be provided in accordance with the Contractor’s Proposal dated: **October 2, 2025 [Proposal #P25-100 Rev-01]** 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: **Project location: Massey Campus, N-Building, 3209 Virginia Ave, Fort Pierce, FL 34972.**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, and will terminate on **September, 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: **Ninety-Eight Thousand, Two Hundred Sixty-Five and No/100 Dollars (\$98,265.00)**, and under no circumstances whatsoever shall the fee exceed, **Ninety-Eight Thousand, Two Hundred Sixty-Five and No/100 Dollars (\$98,265.00)**. 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.

Contractors Authorized Contact for Agreement

Earl A. Green, President

Printed Name and Title

egreen@qualitycx.com

Email Address

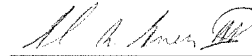
407-247-4848

Phone Number

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

QUALITY COMMISSIONING AND CONSULTING INC

Contractor/Vendor/Supplier Name



Signature

Earl A. Green, President

Name and Title

1406 Lake Margaret Drive

Address

Orlando, FL 32806

City, State, Zip

27-0183823

Unique Entity ID (sam.gov) or Tax ID

10/2/2025

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

Capital Planning, Projects, and Facilities

College/Department

10/2/25

Date

APPROVED BY:

Signature

Dr. Tim Moore, President

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.**



October 2nd, 2025

Mr. Kevin Cisneros
Indian River State College
Facilities – Junior Mechanical Engineer
3209 Virginia Ave.
Fort Pierce, FL 34981
(772) 462-7591
email: kcisneros@irsc.edu

RE: IRSC Building N 2nd Floor Renovations – Phase 3 Design & Construction Phase Commissioning Activities
Proposal #P25-100 Rev-01

Dear Mr. Cisneros:

Thank you for the opportunity to provide this proposal for professional commissioning services. We understand the project consists of providing design and construction phase commissioning activities for Phase 3 of the Building N Renovations project.

The commissioning services have been developed based on the following documentation:

- **25U003 – Architectural – SD.pdf**
- **25U003 – MEP Narrative – SD.pdf**

The commissioning services will include the following systems as detailed in the Scope of Work:

- **HVAC Equipment & Control Systems**
- **Lighting Control Systems**
- **Domestic Water Systems**

Commissioning for all other systems has not been included in this proposal. Some systems not included are listed below:

- **Building Envelope**
- **Sanitary and sewer plumbing systems**
- **Smoke Control systems**
- **Structural systems**
- **Fire protection system**
- **Measurement and Verification & Energy Modeling**
- **Fire Alarm**
- **District cooling system serving the building**
- **Peer or Code Reviews (Cx reviews related to the OPR or similar docs)**

1) **SCOPE OF WORK**

Equipment to be commissioned – Due to the project being in its early design stage, the equipment listed below is anticipated based on the information gathered from the documents referenced in previous sections. If major deviations are present as the design progresses, this will be brought to the attention of IRSC.

HVAC System Overall

- 7 – Chilled Water Air Handling Units (AHUs) serving Laboratories and the 2nd Floor Office Suite – 100% sampling
- 2 – Chilled Water AHUs serving the corridors and individual offices – 100% sampling
- 1 – Chilled Water AHU serving the Planetarium – 100% sampling
- 2 – Lab Exhaust Fans (LEFs) – 100% Sampling
- 4 – General Exhaust Fans (EFs) – 25% Sampling
- 6 – Chilled Water Fan Coil Units (FCUs) – 50% sampling
- 2 – Split DX Fan Coil Units (AC) – 50% Sampling
- 30 – Variable Air Volume Terminal Units (VAVs) with Electric Heat – 25% Sampling
- 3 – Series Fan Powered VAVs with Electric Heat – 25% Sampling
- 4 – Lab Air Valves – 25% Sampling
- 2 – Electric Duct Heaters (EH) – 50% Sampling
- 2 – Variable Speed Chilled Water Pumps – 100% Sampling

*TAB verification shall follow the sampling rates indicated for the equipment, but will focus on OA volume, EA volume and total SA volume.

*HVAC Controls verification shall follow the sampling rates indicated for the equipment. Point-to-point verification will take place between the sensor and 1 graphic page. Calibration will be verified for critical sensors such as OA, SA temp, SA static pressure, control valves and dampers.

Lighting Control

- 6 – Classroom Labs with 1 to 2 zones of control – 100% FPT sampling
- 1 – Networked Lighting Control system with multiple zones in the Planetarium – 100% FPT sampling
- ~19 – Small offices, group spaces, or restrooms with vacancy sensor and 1 zone of control per room – 100% FPT sampling
- 3 – Lab Storage / Prep spaces with 1 or 2 zones of control – 100% FPT sampling

Plumbing

- 6 – Classroom Labs with approximately 12 points-of-use in each – 100% Sampling
- 2 – Multi-User Restrooms with 2 lavatories and similar quantity of urinals and toilets – 100% Sampling
- 1 – Single-User Restroom with 1 lavatory and toilet – 100% Sampling
- 3 – Lab Storage / Prep spaces with approximately 4 points-of-use in each – 100% Sampling

a) Design Development Activities

- i) Provide (1) commissioning review of the construction documents, IRSC Design Standards, and any Basis of Design (BoD) received by the design team.
- ii) Attend (1) review workshop coordinated by IRSC.
- iii) Provide (1) general commissioning specification for the AE team's consideration and incorporation.

b) 90% Construction Document Activities

- i) Provide (1) commissioning review of the construction documents, IRSC Design Standards, and any Basis of Design (BoD) received by the design team.
- ii) Attend (1) review workshop coordinated by IRSC.

c) 100% Construction Document Activities

- i) Provide (1) commissioning review backcheck of the current construction documents against the 90% Construction Document phase comments and the design team's provided responses.
- ii) Attend (1) review workshop coordinated by IRSC.

d) Construction & Acceptance Phase Activities

- i) Coordinate with prime contractor to integrate commissioning activities into the construction schedule.
- ii) Conduct (1) Construction Phase Commissioning Kick-off meeting.

- iii) Provide (1) equipment submittal review against the IRSC Design Standards and BoD. Contractual approval of documents will still reside with design professionals and Owner. Limited to (3) submissions.
- iv) Provide (1) written commentary on clarity and completeness of contractor provided TAB report. Contractual approval of documents will still reside with design professionals and Owner. Limited to (1) submission.
- v) Provide (1) written commentary on clarity and completeness of contractor provided Closeout Documents and Training Plan. Contractual approval of documents will still reside with design professionals and Owner. Limited to (4) submissions.
- vi) Attend relevant weekly jobsite meetings virtually as a part of the construction process, up to (12) for the entire project.
- vii) Attend relevant project site meetings in-person as a part of the construction process, up to (8) for the entire project.
- viii) Provide (1) draft Cx Report prior to Substantial completion, including disposition regarding each system and the Issues Log.
- ix) Construction phase project commissioning will be conducted using Cx Alloy. A 12-month project duration has been included. Any additional duration will be submitted for reimbursement at cost. (~\$200/month)

e) Cx Plan Activities

- i) Provide (1) Cx Plan.
- ii) Provide (1) electronic set of Pre-Functional Checklists for 100% of the commissioned systems.
- iii) Provide (1) electronic set of Functional Performance Test procedures for 100% of the commissioned systems.

f) Envelope CA Activities – Not Included.

g) MEP Pre-Functional Checklists

- i) Provide oversight and confirm contractor completion of all Pre-Functional Checklists prior to Functional Performance Testing. (5) site visits maximum.
- ii) Conduct (3) site visits during construction to document construction and installation progress. These visits will focus on the installation of devices prior to insulation and equipment accessibility.
- iii) A Field Report will be provided for every 2nd pre-functional checklist and construction progress site visit. Approximately (5) total.

h) MEP Functional Performance Test Activities

- i) Field verify contractor completed Functional Performance Tests (FPTs) based on sampling rate outlined above in the “Equipment to be commissioned”. (7) days maximum.
- ii) Field verify engineer approved TAB report based on sampling rate outlined above in the “Equipment to be commissioned”. (1) days maximum.
- iii) A Field Report will be provided for every 2nd functional performance test site visit. Approximately (4) total.

i) MEP Acceptance Phase Activities

- i) Assemble a Systems Manual for the building operators’ use.
- ii) Assemble an Ongoing Commissioning Plan for the building operators’ use.
- iii) Provide oversight of Owner training. (2) site visits maximum. Approximately (2) hours on site for each.
- iv) Provide updated Cx Report.

j) Post-Occupancy Activities

- i) Provide (2) days of Issues Log resolution with contractor.
- ii) Provide review of HVAC trends to confirm system function during Owner’s building use. This typically occurs approximately 6-months after occupancy.

If additional services are required, they will be billed as additional services.

k) This proposal has been established based on the protocols and Owner provided deliverables listed below:

- i) Owner meets with QCx monthly to discuss the execution of scope of work and schedule.
- ii) Cx Milestones, duration, and predecessors are incorporated into the project schedule and updated to maintain their accuracy.
- iii) Construction documents, submittals, RFIs and supplemental instructions are provided in a timely, cohesive and electronic manner. For efficiency, items need to be limited to those pertaining to commissioning.
- iv) Commissioning meetings are attended by the design team, Owner, and contractors.

- v) All equipment submittals, O&M, training plans, systems manuals and manufacturer start-up information are provided prior to commissioning verification and in a timely manner that is consistent with the project specifications.
- vi) Approved Test and Balance report is provided prior to Functional Performance Testing.
- vii) Unrestricted access to building, but subject to reasonable coordination with the building manager.
- viii) All contact information is provided for Design Team and Owner's representatives.
- ix) Commissioning field verification activities are based on all contractor and project documentation being provided in accordance with the specifications.
- x) Commissioning field verification activities are based on conducting (1) successful verification with the contractor's assistance; therefore, any documentation or retesting associated with contractor or design team deficiencies and omissions have not been included. These activities can be provided if requested by the Owner.
- xi) Construction administration services are NOT included. Copies of the CA documents shall be forwarded for QCx's reference.
- xii) Contractor providing HVAC trending during post-occupancy phase.
- xiii) Contractor must coordinate time and resources prior to building occupancy to comply with FBC commissioning requirements.

2) **TIMEFRAME/SCHEDULE**

The design phase is anticipated to be complete in September 2024. The project's completion date will be further defined during the design phase; however, it is anticipated that construction will be completed by August 2026.

3) **PROPOSED PROFESSIONAL SERVICES FEE**

Based on the scope of work, we propose the following lump sum fees:

a) Design Development Activities	\$5,160
b) 90% Construction Document Activities	\$4,860
c) 100% Construction Document Activities	\$3,360
d) Construction & Acceptance Phase Activities	\$23,460
e) Cx Plan Activities	\$10,875
f) Envelope CA Activities – Not Included	\$0
g) MEP Pre-Functional Checklists	\$15,600
h) MEP Functional Performance Test Activities	\$24,150
i) MEP Acceptance Phase Activities	\$6,600
j) Post-Occupancy Activities	\$4,200
TOTAL	\$98,265

***Commissioning activities for these systems are based upon the contractor and system manufacturer submitting all checklists and functional test procedures for review by the CxA, Owner and A/E team. These tests will be conducted by the contractor and then a representative sample will be repeated by the contractor and witnessed by the CxA.*

This proposal is based upon the Terms and Conditions of the UCF Commissioning Services (CxA) Contract. If you have any questions regarding this proposal, please contact me. To accept, please sign below or issue a purchase order.

---Next Page--

Sincerely,
Quality Commissioning and Consulting



Earl A. Green

President, Commissioning Agent

10/2/2025

Date

Accepted By:
Indian River State College

Signature

Printed or Typed Name

Date



AMENDMENT 2 TO AGREEMENT FOR CONTINUING COMMISSIONING SERVICES

THIS Amendment 2 to Agreement for Continuing Commissioning Services, effective as of the date last signed below ("Effective Date") by and between the University of Central Florida Board of Trustees ("Owner") and Quality Commissioning and Consulting, Inc. ("Professional").

WITNESSETH:

WHEREAS, the parties entered into an agreement dated February 8, 2023, for Continuing Commissioning Services at the University of Central Florida (the "Agreement"); and

WHEREAS, the parties entered into an Amendment to Agreement dated January 25, 2024; and

WHEREAS, the parties wish to further amend the Agreement;

NOW THEREFORE, the parties agree, as follows:

1. Revise **Paragraph 6.1**, as follows:

Unless sooner terminated as provided herein, this Agreement shall remain in effect until January 31, 2026, and may be renewed at Owner's option for an additional two (2) one-year periods.

2. All other provisions of the Agreement not modified herein shall remain in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, a duly authorized and validly existing representative of each Party has affixed his or her respective signature hereto.

FOR THE CONTRACTOR: QUALITY COMMISSIONING AND CONSULTING, INC.



(Signature)

EARL H. GREEN

(Print Name)

PRESIDENT

(Title)

On this 20 day of JANUARY, 2025

FOR OWNER: THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

Jonathan Varnell, Vice President
Administrative Operations

EXHIBIT A

AFFIDAVIT OF CRIMINAL BACKGROUND CHECK AND E-VERIFY

CONTRACT: Continuing Commissioning Service

CONTRACTOR'S NAME: Quality Commissioning and Consulting, Inc.

DATE: 1/21/2025

By signing this form, I am swearing or affirming that all individuals providing work or services to University of Central Florida ("Owner") under the above-referenced Agreement, on any Owner owned or leased property: (a) have been background screened in accordance with requirements set forth in the Agreement; (b) have been deemed eligible by Professional to provide work or services to Owner based on the results of such screening; and (c) are legally eligible to work in Florida.

The information contained herein is current, as of the date this Affidavit is furnished to Owner. All individuals providing work of services to Owner under the above-referenced Agreement are listed below.

Each individual is identified by name, date of birth and shall fall into one (1) of the following categories:

- Previously screened and deemed eligible.

Earl A. Green III - DOB 5/27/1983

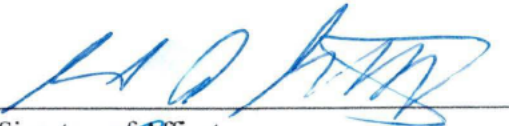
James Taylor - DOB 4/24/1983

- New individuals screened and deemed eligible.

Dustin Parker - DOB 3/31/1984

- Individuals no longer providing services for Professional under the Agreement

Bradley Ryan Ott - 9/26/1987


Signature of Affiant


NOTARY PUBLIC, STATE OF FLORIDA

Sworn to and subscribed before me this 21st day of January, 2025.
My commission expires





AGREEMENT FOR CONTINUING COMMISSIONING SERVICES

This Agreement for Continuing Commissioning Services (the “**Agreement**”), effective as of the date last signed below, (the “**Effective Date**”), by and between The University of Central Florida Board of Trustees (“**Owner**”) and Quality Commissioning and Consulting, Inc., 4250 Alafaya Trail, Suite 212.36, Oviedo, FL 32765 and FEIN: 27-0183823, (“**Professional**”), which is authorized to do business in Florida. Owner and Professional shall from time to time hereinafter be referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Owner solicited statements of qualifications from interested Professionals for various commissioning projects at The University of Central Florida (the “**Project**”); and

WHEREAS, Professional represents that it has expertise in the type of services that will be required for the Project; and

WHEREAS, the projects implemented under this Agreement are limited to repairs, renovations, modifications, alterations, and new construction projects not to exceed \$4,000,000 in construction cost, and planning/study activities which not to exceed \$500,000 in fees; and

WHEREAS, Owner intends to implement the Project using either a Construction Manager or General Contractor (hereinafter referred to as “**Contractor**”), as determined in Owner’s sole discretion; and

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency, of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GENERAL DESCRIPTION OF SERVICES

1.1 Professional is being engaged to perform commissioning consulting, in accordance with ASHRAE Standard 202-2018 or latest version, on each Project to verify that particular building systems are planned, designed, installed, tested, optimized and capable of being operated and maintained to perform in conformity with (i) the Owner’s goals and requirements, as expressed in the Facilities Program, (ii) the Professional’s basis of design, and (iii) the Contract for Continuing Commissioning Consulting, as defined below. The systems to be commissioned and scope of services to be performed shall be set forth by Owner in project specific Statement of Work (“**SOW**”). It is understood and agreed that the Contractor and Professional on the Project are responsible to Owner for reconciling all design and construction issues, based upon, or with, input from the Professional.

1.2 Professional shall perform all services in accordance with Applicable Laws (hereinafter defined) and (a) Owner's policies and project management guides listed under "Forms and Standards" (b) "UCF Design, Construction, and Renovation Standards"; (c) "UCF Professional Services Guide"; (d) "UCF IT Telecommunications Design Standards" (items (a)-(e) as appearing on Owner's website at www.fp.ucf.edu); (e) "UCF Building Energy Systems Commissioning Procedure" (as appearing on Owner's website at www.fs.ucf.edu/policies); and (f) all other standards of Owner in effect at the time of the performance of the Services (the standards described in the foregoing clauses (a) through (f) being, collectively, "**Owner Standards**"); and (g) Owner's policies applicable to this Agreement in effect on the Effective Date hereof, as set forth at www.fs.ucf.edu. To the extent Owner's standards are stricter than applicable legal requirements; such Owner's standards shall be met unless Professional obtains Owner's written consent to a deviation, which consent may be granted or withheld in Owner's sole and absolute discretion. For the purposes of this Agreement, "Applicable Laws" means all federal, state, local, municipal, judicial and quasi-governmental laws, statutes, ordinances, orders, decrees, judgments, codes and regulations, governing or applicable to the Project, the Services or Professional, as the same may be amended, interpreted or enforced from time to time. The term "Applicable Law" also includes all rules and requirements of any utility company serving the Project Site.

1.3 Exclusions. The following are excluded from Professional's scope of services:

- a) Code compliance design review
- b) Code compliance adherence during construction
- c) Voice/data cabling "commissioning"
- d) Threshold inspection
- e) Materials testing

1.4 Professional certifies that its services shall conform to Applicable Laws, notwithstanding that a portion of the design, documents and services may have been performed by one or more of its Professionals. This duty is non-delegable, and Professional, by signing drawings or preparing drawings to submit for purposes of building permits shall be deemed to certify that it has taken necessary measures to ascertain the Applicable Laws. Professional shall promptly correct any services, documents or prepared or furnished by Professional that contains errors, conflicts or omissions ("**Errors and Omissions**") at no additional cost to Owner. For the purposes of this Agreement, "Applicable Laws" means all federal, state, local, municipal, judicial and quasi-governmental laws, statutes, ordinances, orders, decrees, judgments, codes and regulations, governing or applicable to the Project, the Services or Professional, as the same may be amended, interpreted or enforced from time to time. The term "Applicable Law" also includes all rules and requirements of any utility company serving the Project Site.

1.5 Professional shall furnish its services in accordance with professional standards currently practiced by similarly licensed professional firms on projects similar in size, complexity and cost to the Project (the "**Standard of Care**").

1.6 Professional shall coordinate the Professional's services with the Owner, the design professional and Contractor constructing the Project, and any other Professionals providing services on the Project. The Professional shall perform its services in accordance with the Project schedule approved by Owner, as may

be adjusted.

1.7 Professional shall have its Personnel assigned to perform Work hereunder attend a one-hour training conducted by UCF Environmental Health & Safety, to be scheduled by Professional at ehs.ucf.edu/training.

ARTICLE 2 DESIGN PHASE SERVICES

During the design phase of the Project, Professional shall provide the following services, in accordance with Florida Building Code 7th Edition (2020), Energy Conservation Section C408, as set forth in the SOW:

- A. Review and comment on the Owner's Facilities Program, the Design Professional's Basis of Design ("**BOD**") document, and all programming and design submittals including those produced prior to selection of the Professional;
- B. Develop and/or complete the Owner's Project Requirements ("**OPR**") document using the Owner's template at the predesign phase;
- C. At each phase of design, review and comment on all narratives, reports, plans, specifications, and other deliverables related to the systems being commissioned for compliance with the BOD, OPR, UCF Design, Construction, and Renovation Standards, industry standards for the facility type, coordination and constructability, and LEED certification at a minimum of **GOLD** level, unless specified otherwise in the OPR;
- D. Review of other work products of the Design Professional related to the systems being commissioned, including, but not limited to, the Measurement & Verification Plan, Energy Models, and Life Cycle Cost Analyses;
- E. Make "value engineering" recommendations for improved functionality, efficiency, and/or cost savings (and review suggestions proposed by others);
- F. Participate in design review/reconciliation conferences with the Owner and design professional to clarify and resolve review comments during the following project milestones at minimum:
 - Project Initiation – OPR and consultation with UCF Department of Utilities & Engineering Services ("**UES**")
 - Consultation with Owner representatives and pertinent UCF faculty for training requirements
 - Schematic Design
 - Advanced Schematic Design
 - Design Development
 - Construction Documents 50%
 - Construction Documents 100%
- G. Maintain OPR, as required by ASHRAE Standard 202 – 2018 or latest version, throughout the

design phase, including an updated version of OPR upon reconciliation of design review comments at each stage of design;

- H. Produce the General Commissioning Requirements Specification, using the Owner's template, for inclusion by the Design Professional in the 50% and 100% Construction Documents, tailoring the template as needed to the Project, the BOD and OPR;
- I. Recommend long-term operation and maintenance strategies and requirements to the Owner;
- J. Along with the Design Professional, develop and coordinate Building Automation System trend and alarm parameters to be included in the Construction Documents;
- K. Coordinate and integrate commissioning activities into the Project construction schedule with the assistance of the Contractor;
- L. Participate in the pre-bid and bidding processes to explain commissioning requirements; and
- M. Offer optimization strategy suggestions for common and uncommon system types that may be part of a project design, including but not limited to:
 - 1. Steam/condensate and/or heating hot water systems, air handling systems, energy recovery devices and other energy-efficient equipment, and related support equipment (drives, pumps, terminal units, etc.)
 - 2. Domestic hot water
 - 3. Lighting and lighting controls, emergency power and grounding systems, and system components, such as transformers, main switchgear, motors, and drives
 - 4. Roofing, masonry, glazing systems, water and vapor barriers, flashings, glazing, and other exterior "skin" products
 - 5. All controls and monitoring & reporting systems, plus verification of metering functionality and proper integration with BAS
 - 6. RO/DI water, process vacuum, clean dry air, process cooling water, acid waste neutralization, solvent waste collection, gaseous nitrogen, etc.

ARTICLE 3 CONSTRUCTION AND ACCEPTANCE PHASE SERVICES

3.1 During the construction and acceptance phases, Professional shall provide the following services, in accordance with Florida Building Code 7th Edition (2020), Energy Conservation Section C408, as set forth in the SOW:

- A. Maintain the OPR, as required by ASHRAE Standard 202-2018 or latest version, throughout the construction and acceptance phase;
- B. Review Contractor submittals and shop drawings, coordinating and reconciling review comments with the Owner and Design Professional prior to dissemination to the Contractor;

- C. Develop the project-specific Commissioning Plans (one for M/E/P systems; one for building envelope), Pre-Functional Checklists, and Functional Performance Test procedures;
- D. Produce a spreadsheet itemization of all products and equipment that comprise the systems being commissioned, including governing specification section and location by room number or column lines;
- E. Attend one weekly jobsite meeting per month to review and discuss commissioning and LEED certification issues (up to twelve (12) meetings);
- F. Lead onsite “kickoff” meetings (one for M/E/P systems; one for building envelope) to explain, review, and discuss commissioning procedures, roles and responsibilities and purposes, and participate in coordination meetings during construction to further clarify commissioning procedures (up to five (5) meetings);
- G. Coordinate efforts with relevant testing and other quality control measures performed by others, such as HVAC Test-And-Balance and materials testing;
- H. Make field visits and inspections, and provide oversight of building envelope systems work, as follows:
 - Waterproofing: up to five (5) site visits
 - Wall Systems, including masonry: up to three (3) site visits
 - Glazing Systems: up to three (3) site visits
 - Roofing Systems: up to ten (10) site visits
- I. Modify the Commissioning Plan for the project, as needed, to reflect changes made to systems and equipment during construction, such as those directed by Requests For Information (“**RFI**”) and supplemental instructions by the design professional;
- J. In accordance with the sampling rates outlined in **Section 3.2** below, make field visits and inspections, and provide oversight, of tests to measure discrete operations (Pre-Functional and Functional Testing) and the interoperability of systems and components (Performance Testing) to verify compliance with the BOD, OPR, plans and specifications, Measurement & Verification Plan, and Commissioning Plan;
- K. Document deficiencies and action items stemming from Functional Performance Tests (“**FPT**”), plus field inspection reports for building envelope observations;
- L. Recommend acceptance or rejection of systems and/or components based on FPT results;
- M. Provide troubleshooting and diagnostic assistance to the Contractor;
- N. Confirm air-side and water-side systems within variable-controlled HVAC schemes have been

optimized;

- O. Develop for the Owner a project-specific Systems Manual, in accordance with ASHRAE 202 – 2018 or latest version, comprised of the documents and elements outlined in the “UCF Building Energy Systems Commissioning Procedure”. The Systems Manual shall be in the following electronic format:
- Cover page for binder that includes the project name, a title block with project ID numbers, revision(s) number, date issued, description
 - Table of contents with section links
 - Systems overview summary 1-2 pages (max)
 - Pertinent manuals with original and clear color copies categorized per section links and following the table of contents
- P. Review final Contractor training plans, Operation & Maintenance Manuals, Test-And-Balance reports, Indoor Air Quality tests, as-built drawings, finalized products & equipment spreadsheet, and other “closeout” documents related to the systems being commissioned;
- Q. Produce and distribute draft Commissioning Report at Architect’s Substantial Completion;
- R. Consolidate and provide to Owner all commissioning-related documents in searchable electronic (PDF) format, including the Systems Manual, OPR, narrative report(s), itemization of products and equipment comprising the systems being commissioned, checklists and field observation reports, FPT results, deficiency log(s), and related training documents; and
- S. Develop and execute of a half-day Owner training and orientation session prior to Architect’s Substantial Completion to review and explain the BOD, OPR, “as built” commissioned building systems, general operation and maintenance of the commissioned systems, troubleshooting guidelines, emergency procedures, energy efficiency measures, Measurement & Verification plan, and lessons learned during the construction and acceptance phases of commissioning.

3.2 FPT Sampling Rates:

Component	Sampling Rate
HVAC Systems	
Air handling units	100 %
Exhaust fans	100 %
Supply air fans	100 %
Energy recovery units	100 %
VAV boxes	25 %
Fan coil units	50 %
Ductwork	25 %
Heat exchangers	100 %
Pumps	100 %
Meters	100 %
BAS graphics, reporting	100 %

Test & Balance verification	25 %
Plumbing Systems	
Domestic hot water pump	100 %
Domestic hot water outlets	50 %
Solar hot water heating system	100 %
Electrical & Security Systems	
Lighting controls	50 %
Switchgear, transformers	100 %
Security head end / interface	100 %
Card/proximity readers	50 %
Enterprise Systems	
Integration (BAS, Lighting, Meters, Electrical)	100%

ARTICLE 4 POST-OCCUPANCY PHASE SERVICES

During the post-occupancy phase of the Project, Professional shall provide the following services, as set forth in the SOW:

- A. Upload LEED-required commissioning documents to the U.S. Green Building Council website no later than 30 days after Architect's Substantial Completion;
- B. Make quarterly inspections and/or testing of commissioned building systems throughout a one-year period, including, but not limited to, "off-season" performance tests of the HVAC system;
- C. Analyze building performance parameters, such as HVAC trending data, compared to the BOD, OPR, Measurement & Verification Plan, and energy model baseline and projections;
- D. Conduct interviews with Owner's staff, plus reviews of occupant surveys, to confirm proper operation and maintenance and to discover or fully understand concerns and difficulties with commissioned building systems;
- E. Track issues, discrepancies, and other problems with commissioned building systems through resolution;
- F. Finalize the OPR to account for post-construction adjustments and modifications; and
- G. Produce and distribute a final commissioning report at the conclusion of the post-occupancy phase to document the results of commissioning.

ARTICLE 5 PAYMENT

5.1 Labor Rates. The following labor rates are the maximum that may be charged:

Professional	Rate/Hour
Principal/Director	\$200
CX 3 Senior CxA Project Manager	\$175
CX 2 (CxA)	\$155
Specialist	\$130
CX 1 (Assistant (CxA))	\$115
Graduate Engineer, Administrative Secretary	\$85
Technician, Intern, Clerical	\$75

5.2 Schedule for Payment. Professional shall be paid on a per project basis, according to the percentage complete of tasks/ milestones set forth in the SOW. Professional shall submit Progress Payment Applications with appropriate back-up documentation. Undisputed payments owed shall be paid by Owner within forty-five (45) days of receipt of a complete Application. Such Applications shall be submitted in detail sufficient to allow a proper pre-audit and post-audit thereof.

5.3 Records. Accounting records of the Professional and any subcontractors it may engage for the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner or Owner's authorized representative, at mutually convenient times.

ARTICLE 6 TERM, COMMENCEMENT, TERMINATION OR SUSPENSION

6.1 Term. Unless sooner terminated as provided herein, this Agreement shall remain in effect until January 31, 2024 and may be renewed at Owner's option for an additional four (4) one-year periods.

6.2 Commencement. Professional shall commence work as of the date indicated on the project specific Purchase Order, and shall complete all required Services by the date set forth in the Project Schedule.

6.3 Termination by Owner for Default. If Professional defaults by failing to perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, Owner may give written notice to Professional (a) terminating this Agreement effective seven (7) days from the date of notice; or (b) setting forth the nature of the default and requesting Professional initiate cure within seven (7) days from the date of notice. At any time thereafter, if Professional fails to initiate cure upon the request of Owner and diligently prosecute such cure until complete, Owner may give notice to Professional of immediate termination. If Owner terminates this Agreement pursuant to this Paragraph, and it is subsequently

determined by a court of competent jurisdiction that Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in **Paragraph 6.5**.

6.4 Termination by Professional for Default. In the event of a material breach of this Agreement by Owner, Professional shall give Owner twenty-one (21) days prior written notice of Professional's intention to terminate or suspend provision of Services. Such notice shall specify in detail the grounds for the intended termination or suspension. If the material breach is not cured within such twenty-one (21) day period, Professional may terminate or suspend performance under this Agreement by subsequent written notice to Owner. Notwithstanding anything herein to the contrary, Professional will not terminate or suspend services as a result of Owner's non-payment if the non-payment is based on Owner's good faith dispute concerning the amount of or entitlement to a payment, provided that all of the following conditions are met: (a) Owner delivers written notice to Professional within the time frame provided in this Agreement for making the payment, specifically identifying the items or amounts Owner disputes, (b) Owner pays within the time frame required by this Agreement any undisputed amounts, and (c) Owner participates in good faith in communications directed at resolving the dispute.

6.5 Termination or Suspension by Owner for Convenience. Owner may at any time give written notice to Professional terminating this Agreement or suspending the Project, in whole or in part, for Owner's convenience and without cause. If Owner terminates this Agreement or suspends the Project, Professional shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of termination or suspension.

6.6 Termination Compensation. If the Agreement is terminated by Owner pursuant to **Paragraph 6.3**, no further payment shall be made to Professional until completion of the Project. At such time, Professional's compensation shall, at Owner's option, be calculated: (a) on the basis of Services actually performed and expenses actually incurred prior to the effective termination date, or (b) on the basis of the payment terms set forth elsewhere herein. In either case, Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Professional. If the Agreement is (i) terminated by Professional pursuant to **Paragraph 6.4**; (ii) terminated by Owner pursuant to **Paragraph 6.5**; or (iii) suspended more than ninety (90) days by Owner pursuant to **Paragraph 6.5**, Professional's compensation shall be calculated on the basis of Services actually performed and expenses actually incurred prior to the effective termination or suspension date.

6.7 Refund of Prepaid Fees. Notwithstanding anything herein to the contrary, in the event of termination of this Agreement, if Owner has made any deposits or paid in advance for any Services that has not been performed by Professional as of the date of termination, Professional shall promptly reimburse to Owner all amounts paid in advance with respect to such Services.

6.8 Waiver of Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall Professional be entitled to receive termination expenses, unabsorbed overhead or lost profit or any other consequential, special, punitive or incidental damages, all of which are hereby expressly waived by Professional.

6.9 Cooperation on Termination. In the event of termination for any reason, Professional shall cooperate with Owner, all members of the Owner's Project team and any replacement commissioning

consulting professional, so as to promote as smooth and seamless a transition as is feasible under the circumstances. Further, in the event of suspension or termination, Professional, upon request of Owner and payment of all undisputed fees and expenses due pursuant to this Agreement, shall deliver to Owner hard copies and digital copies (in accordance with the requirements of this Agreement) of all work product, whether completed or in progress on the date of suspension or termination.

ARTICLE 7 INSURANCE AND INDEMNIFICATION

7.1 Required Insurance. Professional shall maintain all forms of insurance required by Applicable Laws. Professional shall also maintain the following insurance for the duration of this Agreement or such longer period of time as may be specified below or required by Applicable Laws:

- a) Commercial General Liability insurance coverage for commercial general liability (including loss or damage because of bodily injury, personal injury, sickness, disease or death of persons and injury to or destruction of property, as a result of the acts or omissions of Professional and its Personnel), which shall provide a per occurrence coverage amount not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate;
- b) Automobile Liability insurance covering owned and rented vehicles operated by Professional with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;
- c) Workers' Compensation insurance at statutory limits;
- d) Employer's Liability insurance with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000);
- e) Professional Liability insurance to compensate Owner for all negligent acts, errors and omissions by Professional arising out of this Agreement, with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Professional's Professional Liability insurance policy shall: (a) be maintained for a period up to and including the date of the expiration of the applicable "statute of repose", (b) have a retroactive date prior to the performance of any Services to be provided under this Agreement, and (c) state that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be at least four (4) years; and
- f) Professional shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

7.2 Insurance Requirements Generally. All of the foregoing policies of insurance shall be: (a) issued by an insurance carrier approved in advance by Owner, with a rating from A.M. Best Company of not less than A/XII, and licensed to provide such coverage in the State of Florida, and (b) in a form satisfactory to Owner without unacceptable exclusions or exceptions to coverage. All policies and renewals thereof are to be written for not less than one (1) year. All policy numbers must be clearly identified. All liability

policies must provide for claims to be made on an occurrence basis, except Professional Liability, which shall be written on a claims made basis. The insurance policies will name, and the certificates and endorsements will show, Indemnites as additional insureds on the all liability policies (other than the Professional Liability policy) and all certificates of insurance, except the Professional Liability policy, shall include the following statement: "Indemnites are added as additional insureds to the Commercial General Liability and Automobile Liability policies. Additional Insured status applies on a primary/non-contributory basis. Commercial General Liability, Automobile Liability, and Worker's Compensation Waiver of Subrogation applies in favor of Indemnites." All insurance policies required of Professional shall be primary and non-contributory to any other insurance or indemnity as may be available to any additional insured. Owner shall be named as "Certificate Holder" on the Certificate of Insurance for Professional's Professional Liability insurance policy. Payment of any deductible or self-insured amounts shall be at Professional's sole cost and expense. It shall be the insurance company's responsibility to seek reimbursement from the insured. Professional for itself and on behalf of its insurance carriers, waives and releases any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required of Professional under this Agreement that Professional or its insurers may have at any time against Indemnites and Professional shall cause its insurance policies to be so endorsed. The required insurance policies shall remain in effect for the benefit of Owner at least through any warranty period covering the Project but in no case for less than four (4) years after the date of issuance of the final Certificate for Payment by Professional or such longer period as may be specified elsewhere herein. The insurance policies required of Professional shall be endorsed to contain a provision requiring a written notice directly from the producer or insurer to Owner at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies, provided that only ten (10) days' prior written notice shall be required in the case of cancellation for non-payment of premium.

7.3 Professionals' Insurance. Professional shall ensure that any and all subcontractors engaged or employed by Professional also carry and maintain the above-specified policies of insurance meeting the requirements of **Sections 7.1** and **7.2** above and Professional shall include language in its agreements, binding such subcontractors to the terms and conditions of this **Article 7**.

7.4 Evidence of Insurance. Upon execution of this Agreement, and at every date for renewal of a required insurance policy and at such other times as Owner shall request, Professional and its subcontractors shall cause a certified copy of Professional's and subcontractor's insurance policies or, at Owner's election, Certificates of Insurance, Declarations Pages and Additional Insured Endorsements, to be issued to Owner by an insurance agent licensed in the State of Florida. The maintenance in full current force and effect of the insurance coverage required by this Agreement and provision of a valid evidence of insurance that meets the requirements of this Agreement are conditions precedent to the payment of any amounts due Professional by Owner. Professional shall deliver the required evidence of insurance to the following address:

University of Central Florida
ATTN: Gina Seabrook
P.O. 163020
Orlando FL 32816
Copy to: RiskManagement@ucf.edu

7.5 Failure to Maintain Insurance. The failure of Professional or any of its subcontractors to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach of this Agreement. In the event that Professional shall fail or be unable to obtain or maintain coverage required pursuant to this **Article 7**, Owner, in addition to all other rights and remedies available to it and without waiving Professional's default, shall have the right (but not the obligation) to obtain and/or maintain coverage of the type and amount required hereunder on behalf of Professional; in which case, Professional shall furnish to Owner all necessary information and to reimburse Owner for the cost of such coverage. At Owner's option, Owner may deduct the costs and expenses of any coverage obtained by Owner on behalf of Professional from any amount due to Professional under this Agreement or under any other agreement between Owner and Professional.

7.6 Insurance No Limitation. Insurance coverage required in this Agreement shall be additional security for the obligations assumed by Professional and in no event shall the types or limits of coverage required be deemed to limit any obligations or liabilities assumed under this Agreement. The carrying of insurance shall not be deemed to release Professional or in any way diminish its liability or obligations hereunder, by way of indemnity or otherwise.

7.7 Effect of Insurance. Compliance with insurance requirements shall not relieve Professional of any responsibility to indemnify Owner for any liability to Owner as specified in any other provision of this Agreement, and Owner shall be entitled to pursue any remedy in law or equity if Professional fails to comply with the contractual provisions hereof. Indemnity obligations specified elsewhere herein shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

7.8 Owner's Right to Adjust Requirements. Owner has the right to allow Professional deviate from any of the above insurance requirements, if Owner, at Owner's sole discretion decides to do so. If Owner decides to allow Professional to deviate from the above noted insurance requirements, Owner will inform Professional in writing in those particular circumstances. Unless Owner notifies Professional in writing that Owner is willing to allow Professional deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to Professional.

7.9 Indemnification. To the maximum extent permitted by law, Professional shall indemnify and hold Owner, University of Central Florida Board of Trustees, and their respective officers, employees and trustees (collectively, "**Indemnitees**") harmless from and against any and all charges, complaints, actions, suits, proceedings, hearings, investigations, delays, claims, demands, judgments, awards, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, expenses, amounts paid in settlement, liabilities (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), obligations, taxes, liens, losses, fees and costs, including all attorneys' fees and all court and arbitration costs (at any level or of any type), (collectively, "**Adverse Consequences**") in connection with Professional's performance of this Agreement to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of Professional or anyone for whose acts or omissions Professional may be liable. The provisions of this **Paragraph 7.9** shall be in addition to, and shall not be construed to negate, abridge, or reduce other rights or obligations of, any other indemnification right that may be available to Indemnitees under this Agreement or Applicable Laws. Professional's

indemnification obligations under this Agreement, including those specified in this **Paragraph 7.9**, shall be deemed part of the Project specifications and to fully comply with Section 725.06 or 725.08, Florida Statutes, as applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.06 or 725.08, Florida Statutes, as applicable, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that Professional's indemnification obligations comply fully with Section 725.06 and 725.08, Florida Statutes, as applicable, including any amendments, in all respects.

7.10 Claims Under Indemnity. In claims against Owner indemnified under this Article by personnel of Professional, anyone directly or indirectly employed by Professional or anyone for whose acts Professional may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Professional under workers' compensation acts, disability benefit acts or other employee benefit acts, nor shall the indemnification obligation be limited by the existence of any insurance policy.

7.11 Survival. Professional's obligations under this **Article 7** shall survive the expiration or earlier termination of this Agreement and the completion of the Services.

ARTICLE 8 CLAIMS AND DISPUTES

8.1 Mediation. Except for claims in which injunctive relief is sought, as a condition precedent to either Party filing any action for a claim, dispute or other matter arising out of or related to this Agreement, the Parties shall submit the dispute to mediation pursuant to the American Arbitration Association Construction Industry Mediation Rules currently in effect. Either Party may file a written request for mediation with the American Arbitration Association and serve a copy on the other Party. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The Parties shall share the mediator's fee and other administrative costs of the mediation equally. The mediation shall be held in Orange County, Florida, unless the Parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. To the extent permitted by law, the mediation proceedings shall be confidential and shall be privileged from disclosure in any subsequent proceedings as settlement discussions.

8.2 Dispute Resolution. For disputes not resolved by mediation in accordance with the preceding Paragraph, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction and, in that regard, each of the Parties hereby (a) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of any federal or state court located within Orange County, Florida, (the "**Applicable Courts**"), (b) waives any objection to the laying of venue of any such litigation in any of the Applicable Courts, (c) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (d) agrees that such Party will not bring any action, suit, or proceeding in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the Project in any court or other tribunal other than any of the Applicable Courts.

8.3 Waiver of Jury Trial. To the extent allowed by applicable law, Owner and Professional expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, this Agreement, or the conduct, omission, action, obligation, duty, right benefit, privilege or liability of a Party. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the Parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The Parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The Parties further certify and represent to each other that no employee, representative or agent of Professional or Owner (including their respective counsel) has represented, expressly or otherwise, to Professional or Owner or to any agent or representative of Professional or Owner (including their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this Agreement and any future amendments, supplements or modifications hereto.

8.4 Joinder. In the event the dispute resolution procedure applicable to another dispute between Owner and another party regarding the Project is different from the procedure specified in this Agreement, then Professional hereby consents, if requested by Owner, to its joinder in such dispute resolution proceeding, provided that the dispute resolution proceeding involves substantially common questions of law or fact. Professional shall include a substantially similar provision in its agreements with Professional's Professionals.

8.5 Chapter 558, Florida Statutes. In any claims between Owner and Professional or Professional's Professionals, the Parties expressly opt out of the provisions of Chapter 558, Florida Statutes. Professional shall include a substantially similar provision in its agreements with Professional's Professionals.

8.6 Continuing Performance. Professional shall continue performing services and Owner shall continue paying undisputed amounts due Professional during the pendency of disputes; provided, however, nothing in this Paragraph shall be deemed to limit a Party's rights hereunder to terminate this Agreement.

ARTICLE 9 OWNERSHIP OF DOCUMENTS

The plans, specifications and other documents prepared by the Professional for this Project are instruments of the Professional's service for use solely with respect to this Project, except as may be expressly permitted herein. The Professional shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including any electronic format and reproducible copies, of the Professional's plan, Specifications and other documents and may use the same, without compensation to the Professional, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner's campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Professional's plan, Specifications or other documents in the construction of a new facility unless agreed to in writing by the Professional. The Professional may only use documents or other materials it prepares in connection with this Agreement in advertising or promotional materials (other than proprietary or confidential information) with Owner's written consent.

ARTICLE 10 BACKGROUND CHECK, E-VERIFY, CIVIL LITIGATION

10.1 Background Check

10.1.1 Professional agrees to perform, at Professional's expense, a criminal background screening for each employee, subcontractor, Professional, agent or representative (collectively "Professional's Personnel") intended to perform work at a site owned or controlled by Owner. Professional agrees that the criminal background screen will have been performed no more than ninety (90) days prior to the assignment of Professional's Personnel to Owner's site for work. Professional acknowledges that this obligation may require re-screening of previously screened Personnel. Background screening shall require that Personnel shall not have been convicted of, found guilty of, regardless of adjudication, or have entered a plea of nolo contendere or guilty to any offense prohibited under Section 435.04(2), Fla. Stat. Professional shall not permit any Personnel to provide services or work under this Agreement who does not meet the criminal background screening requirements set forth herein.

10.1.2 Professional shall conduct:

- a) a Level 1 background check through FDLE;
- b) a search of the on-line State of Florida Sex Offender/Predator lists; and
- c) a search of the National Sex Offender website.

10.1.3 Professional's Personnel shall be rescreened annually; however, in the event Personnel previously screened cease to provide work or services to Professional for more than ninety (90) days, Professional shall re-screen such Personnel prior to allowing such Personnel to again provide services or work at Owner's site.

10.1.4 Professional shall maintain copies of the results of the criminal background checks for the term of this Agreement.

10.1.5 In the event Professional obtains, or is provided, supplemental criminal background information, including without limitation police reports or arrest information, after execution of this Agreement, which potentially disqualifies Personnel previously deemed eligible to provide work or services under this Agreement, Professional shall promptly notify Owner of such matter. Professional shall take immediate action to review the matter; however, during such review time until a determination of eligibility is made, Professional shall immediately cease allowing said Personnel to provide services or work under the Agreement. Additionally, Professional's Personnel shall be required to notify Professional within forty-eight (48) hours of any arrest which has occurred after such Personnel was deemed eligible to provide services or work under this Agreement.

10.1.6 Professional shall submit to Owner an Affidavit, attached as **Exhibit A**, affirming the Personnel listed in the Affidavit have completed the required background check and have been deemed eligible by Professional to provide services under this Agreement. Within twenty-four (24)

hours of a change in the Personnel listed on the Affidavit, Professional shall submit an updated Affidavit specifically identifying new or removed Personnel.

10.2 E-Verify. Owner is an E-verify employer. Professional must be enrolled in E-Verify with the federal Department of Homeland Security at the time of performance of services under this Agreement. Professional must provide proof of enrollment in E-verify at the time of Owner's award of this Agreement. After enrollment in E-Verify, Professional shall use E-Verify to initiate verification of employment eligibility of all new hires, including consultants, subcontractors, agents, or representatives of Professional who are assigned to the Project or intended to perform work or services under this Agreement. Professional shall complete the E-Verify of Professional's new hires within three (3) business days after the date of hire.

10.3 Civil Litigation. Professional warrants that it is not plaintiff or defendant in any civil litigation currently pending in the United States and concerning the type of work/services to be performed under this Agreement that would materially impair its ability to perform its obligations under this Agreement. If Professional becomes either a plaintiff or defendant in such civil litigation during the term of this Agreement, Professional will inform Owner as soon as practicable.

10.4 Flow Through. Professional agrees to incorporate the substance of this **Article 10** in all subcontracts under this Agreement.

10.5 Termination. Owner may terminate this Agreement immediately upon notice to Professional for violation of this **Article 10** and may pursue all remedies available under FL law.

ARTICLE 11 AUDIT RIGHTS

11.1 Audits. Owner or its designee may, upon reasonable notice, audit the records of the Professional and its Professionals during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Professional under this Agreement or longer, if required by Applicable Laws. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. Professional shall retain all records for the Project during performance of the Project and for at least three (3) years after Final Completion.

11.2 Records.

11.2.1 For purposes hereof, Professional's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Agreement, including books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash

and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

11.2.2 In addition to other record keeping requirements, Professional shall keep and maintain public records as defined under Chapter 119, Florida Statutes that ordinarily and necessarily would be required by Owner in order to perform the Services. Professional shall provide the public with access to public records on the same terms and conditions that Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Professional shall meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of Professional upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with the information technology systems of Owner. This Agreement may be terminated by Owner for refusal by Professional to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Professional in conjunction with this Agreement.

11.3 Access. Owner's authorized representative shall have reasonable access to Professional's and its Professionals' facilities, shall be allowed to interview all current or former personnel to discuss matters pertinent to this Agreement, and shall be provided adequate and appropriate work space at Professional's and its Professionals' facilities, may count personnel at the Project Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

11.4 Adjustments. If an audit discloses overpricing or overcharge, then Professional shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder or Two Hundred Thousand Dollars (\$200,000), whichever is less, in addition to adjusting for the overcharges, the reasonable actual cost of Owner's audit shall be reimbursed to Owner by Professional. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Professional's invoices and/or records shall be made within ninety (90) days from presentation of Owner's findings to Professional.

ARTICLE 12. GOVERNMENT REGULATIONS

12.1 Clean Air Act / Federal Water Pollution Control Act. Professional certifies that it does, and shall, comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et.seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et.seq., as amended), and will include a provision in all subcontracts as required under Federal law.

12.2 Executive Order 11246. Professional certifies that it does, and shall, comply with Executive Order 11246, (Equal Employment Opportunity), as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12.3 “Anti-kickback” Act. Professional certifies that it does, and shall, comply with the Copeland “Anti-kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). Professional shall report all suspected or reported violations to the Economic Development Administration.

12.4 Contract Work Hours and Safety Standards Act. Professional certifies that it does, and shall, comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

12.5 Civil Rights Act of 1964. Professional certifies that it does, and shall, comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352).

12.6 Education Amendments of 1972. Professional certifies that it does, and shall, comply with Section 112 of P.L. 92-45 and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686).

12.7 Rehabilitation Act. Professional certifies that it does, and shall, comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

12.8 Age Discrimination Act. Professional certifies that it does, and shall, comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107).

12.9 Drug Abuse Office and Treatment Act. Professional certifies that it does, and shall, comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended.

12.10 Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act. Professional certifies that it does, and shall, comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended.

12.11 Public Health Service Act. Professional certifies that it does, and shall, comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3, as amended).

12.12 Civil Rights Act of 1968. Professional certifies that it does, and shall, comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et.seq.), as amended.

ARTICLE 13. MISCELLANEOUS

13.1 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Florida, without regard to its choices of law provisions.

13.2 Severability. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

13.3 Waiver. The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Further, the failure of Owner

to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

13.4 Strict Compliance. No failure of Owner to insist upon strict compliance by Professional with any provision of this Agreement shall operate to release, discharge, modify, change or affect any of Professional's obligations.

13.5 Successors and Assigns. Owner and Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors and permitted assigns of such other Party with respect to all covenants of this Agreement. Professional shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the prior written consent of Owner, which Owner may grant or withhold in its sole and absolute discretion. Any attempted assignment in violation of the foregoing prohibition shall be void ab initio and, at Owner's election, a breach of this Agreement. If Professional makes a permitted assignment in accordance with this provision, Professional shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed by Owner.

13.6 Third-Party Beneficiaries. This Agreement shall inure solely to the benefit of the Parties and their successors and assigns, and, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third-party against either Owner or Professional.

13.7 Annual Appropriations. Owner's performance and obligation to pay hereunder is contingent upon an annual appropriation by the Legislature.

13.8 No Bribes or Kickbacks. Professional shall not by any means:

- (i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- (ii) offer to accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its consultants; or
- (iii) without the express written permission of Owner, call for or by exclusion require or recommend the use of any consultant, product, material equipment, system, process or procedure in which Professional has a direct or indirect proprietary or other pecuniary interest.

13.9 Exhibits. All exhibits referenced herein and attached hereto are incorporated herein by reference.

13.10 Equal Employment Opportunity. Owner is an equal opportunity institution and as such, encourages the use of small businesses including women and minority-owned small businesses in the provision of construction related services. Small businesses should have a fair and equal opportunity to compete for dollars spent by Owner to procure construction-related services. Competition ensures that

prices are competitive and a broad vendor base is available. Professional shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses, on the Project.

13.11 Survival. All of Professional's representations, warranties and indemnities made in, required by, or given in accordance with this Agreement, as well as all continuing obligations of the Parties indicated in this Agreement, will survive final payment, completion, and acceptance of Professional's Services or termination or completion of this Agreement or termination of the Services of the Professional.

13.12 Remedies Cumulative. Except as may be expressly stated herein, the remedies granted to Owner in this Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

13.13 Construction. This Agreement has been negotiated by the Parties with the advice of counsel. Therefore, this Agreement shall not be interpreted more strictly against one Party than the other, including by virtue of one Party having drafted some or all of this Agreement. The singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. Whenever the word "including", "include" or "includes" is used in this Agreement it shall be deemed to be followed by the words "without limitation". The terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Caption headings are included for ease of use only and shall not be utilized for purposes of interpreting the provisions of this Agreement. All Section and Article references in this Agreement are to Articles and Sections of this Agreement unless expressly stated otherwise.

13.14 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) legible facsimile or email transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile or email transmission, as of the date of the facsimile or email transmission. Either Party may change its address by giving written notice to the other Party in accordance with the requirements of this Section.

Owner:

University of Central Florida
Planning Design and Construction
3528 North Perseus Loop
Orlando, Florida 32816-3020
Attention: Mr. Ben Davis
Email: Ben.Davis@ucf.edu

Professional:

Earl A. Green

1406 Lake Margaret Drive

Orlando, FL 32806

Attention: Earl A. Green

Email: egreen@qualitycx.com

13.15 Sufficiency of Services. Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the Work or Professional's services and nothing in this Agreement shall impose upon Owner a duty to third-parties to assure that Professional or Professional's Personnel, Professional or others are adhering to Applicable Laws. Further, Owner's review of, inspection of, acceptance of, or payment for any of the Work or Professional's services shall not constitute acceptance of, or a waiver of any of Owner's rights or remedies relating to, Work or services that fail to conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming Work or services in writing.

13.16 Amendment. No modification or amendment to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

13.17 Time of the Essence. Time is of the essence in the performance of Professional's duties in this Agreement. For purposes of this Agreement, the term "days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days" and the term "business day" shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

13.18 No Contingency Fee. Professional represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Professional) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for Professional) any fee, commission, percentage, or gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.19 Public Records . This Agreement may be canceled by Owner for refusal by Professional to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Professional in conjunction herewith.

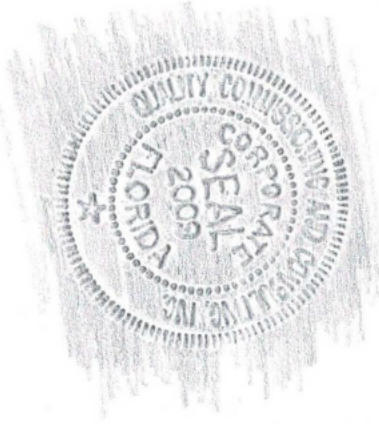
13.20 Convicted Vendor List . Professional warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. Professional further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of Fifteen Thousand Dollars (\$15,000) in connection with this Project if the supplier, subcontractor or consultant has been placed on the convicted vendor list within the past thirty-six (36) months.

13.21 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement. For purposes of executing this Agreement, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of either Party on a faxed or emailed PDF scanned version of this Agreement shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either Party, any facsimile or PDF scanned document shall be re-executed by all Parties in original form. Neither Party may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section.

-Signature page to follow-

IN WITNESS WHEREOF, a duly authorized and validly authorized representative of each Party has affixed his or her respective signature hereto.

FOR THE PROFESSIONAL: QUALITY COMMISSIONING AND CONSULTING, INC.



Earl A. Green III

(Signature)

Earl A. Green III

(Print Name)

PRESIDENT

(Title)

On this 24 day of January, 2023

FOR OWNER: THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

Jonathan Varnell, Vice President for
Facilities & Business Operations

EXHIBIT A
AFFIDAVIT OF CRIMINAL BACKGROUND CHECK AND E-VERIFY

CONTRACT: Commissioning Continuing Service

PROFESSIONAL: Quality Commissioning and Consulting, Inc.

DATE: 1/24/2023

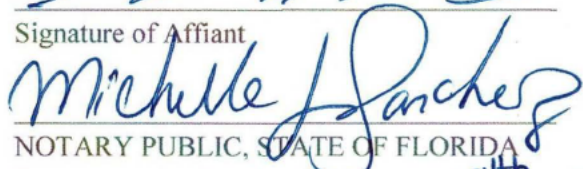
By signing this form, I am swearing or affirming that all individuals providing work or services to University of Central Florida ("Owner") under the above-referenced Agreement, on any Owner owned or leased property: (a) have been background screened in accordance with requirements set forth in the Agreement; (b) have been deemed eligible by Professional to provide work or services to Owner based on the results of such screening; and (c) are legally eligible to work in Florida.

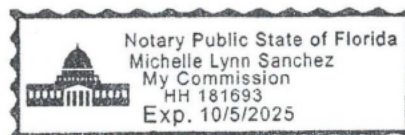
The information contained herein is current, as of the date this Affidavit is furnished to Owner. All individuals providing work of services to Owner under the above-referenced Agreement are listed below.

Each individual is identified by name, date of birth and shall fall into one (1) of the following categories:

- Previously screened and deemed eligible.
Earl A. Green - DOB 5/27/1983
James Taylor - DOB 4/24/1983
- New individuals screened and deemed eligible.
None at this time.
- Individuals no longer providing services for Professional under the Agreement
None at this time.

 Earl A. Green III PRESIDENT
Signature of Affiant


NOTARY PUBLIC, STATE OF FLORIDA



Sworn to and subscribed before me this 24th day of January, 2023.
My commission expires 10/05/2025



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 WIRENUTZ INC (the "Contractor") having a principal place of business at 3504 Fontaneda Ave., Fort Pierce, FL 34947 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: S Bldg Power, G Bldg Power, F Bldg Power at Pruitt Campus to be provided in accordance with the Contractor's Proposal dated 9/8/2025 [Based on Proposal #2423] 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: 500 NW California Blvd. Port St. Lucie, FL-34986.
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, or 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: Five Thousand Nine Hundred Sixty Nine and No/100 dollars (\$5,969.00) and under no circumstances whatsoever shall the fee exceed, Five Thousand Nine Hundred Sixty Nine and No/100 dollars (\$5,969.00) 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
Eric Letourneau

Printed Name and Title

wirenutzinc@aol.com

Email Address

(772) 466.0500

Phone Number

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

WIRENUTZ INC

Contractor/Vendor/Supplier Name

Eric Letourneau

Signature

Eric Letourneau *President*

Name and Title

3504 Fontaneda Ave

Address

Ft. Pierce FL 34947

City, State, Zip

30-0222006

Unique Entity ID (sam.gov) or Tax ID

9/25/25

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

Capital Planning, Projects, and Facilities

College/Department

9/26/25

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.**



Indian River State College
3209 Virginia Ave
Ft Pierce, FL 34981

3504 Fontaneda Ave.
Ft. Pierce, FL 34947
Phone# 772-466-0500
Fax# 772-466-0590
wirenutzinc@aol.com
www.wirenutzinc.com

RE: S Building Power
G Building Power
F Building Power

Proposal

#: 2423

9/8/2025

Qty.	\$/hr	Total
S 214		
1) IRSC to remove smart chalkboard.		
2) Wirenutz to supply and install a new 120 volt outlet in smart chalkboard location.		
3) Supply and install an electrical box and flexible conduit with pull string for data line.		
Chris	3 115.00	345.00
Nolan	3 90.00	270.00
Materials	92.00	92.00

S 216

- 1) IRSC to remove smart chalkboard.
- 2) Wirenutz to supply and install a new 120 volt outlet in smart chalkboard location.
- 3) Supply and install an electrical box and flexible conduit with pull string for data line.

Chris	3 115.00	345.00
Nolan	3 90.00	270.00
Materials	92.00	92.00

S 220

- 1) IRSC to remove smart chalkboard.
- 2) Wirenutz to supply and install a new 120 volt outlet in smart chalkboard location.
- 3) Supply and install an electrical box and flexible conduit with pull string for data line.

Chris	3 115.00	345.00
Nolan	3 90.00	270.00
Materials	92.00	92.00

Total Estimated Amount

* There is an additional %3
fee for any credit card
transactions *

Authorized Signature



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RE: S Building Power
G Building Power
F Building Power

Proposal

#: 2423

9/8/2025

Qty.	\$/hr	Total
------	-------	-------

G105

- 1) IRSC to remove the middle blue sound proofing panel.
- 2) Wirenutz to supply and install a new 120 volt outlet in the removed blue sound proofing area.
- 3) Supply and install an electrical box and flexible conduit with pull string for data line.

Chris	3	115.00	345.00
Nolan	3	90.00	270.00
Materials		92.00	92.00

G 106

- 1) IRSC to remove the middle blue sound proofing panel.
- 2) Wirenutz to supply and install a new 120 volt outlet in the removed sound proofing area.
- 3) Supply and install an electrical box and flexible conduit with pull string for data line.

Chris	3	115.00	345.00
Nolan	3	90.00	270.00
Materials		92.00	92.00

F 217

- 1) Supply and install (2) 120 volt outlets in ceiling for monitors.
- 2) One outlet on each side of room, outside of the curtain tracks.
- 3) Power to feed from old projector power.

Chris	4	115.00	460.00
Nolan	4	90.00	360.00
Materials		116.00	116.00

Total Estimated Amount

* There is an additional %3
fee for any credit card
transactions *

Authorized Signature



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RE: S Building Power
G Building Power
F Building Power

Proposal

#: 2423

9/8/2025

F 218

- 1) Supply and install (6) 120 volt outlets in ceiling for monitors.
- 2) Two monitor outlets on each of the three sides for a total of six.
- 3) Power to feed from old projector power.

Chris

Nolan

Materials

Qty.	\$/hr	Total
6	115.00	690.00
6	90.00	540.00
	268.00	268.00

Total Estimated Amount \$5,969.00

* There is an additional %3
fee for any credit card
transactions *

Authorized Signature _____