



**District Board of Trustees
Facilities Committee Meeting
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, Board Room A301
3209 Virginia Ave, Fort Pierce, FL 34981**

January 27, 2026

AGENDA

1. Call to Order – *Trustee Caron, Vice Chair*
2. Request approval of the Letter of Intent and Memorandum of Understanding with Venergy Group, LLC to establish a public-private partnership in support of the development of a new Department of Veterans Affairs (VA) outpatient clinic at the Mueller Campus in Vero Beach – *Andrew Treadwell*
3. Request approval of the First Amendment to the Lease Agreement between Martin County Board of County Commissioners and the District Board of Trustees of Indian River State College – *Andrew Treadwell*
4. Request approval to issue a Notice of Award and Construction Agreement to Paul Jacquin & Sons Inc. for RFP #25/26-05 for Phase III of the N Building, Science Center remodeling project on the Massey Campus – *Tony Quinn*
5. Request approval of the Construction Agreement with Charles Perry Partners, Inc. for the Pruitt Campus – Student Services, Building J Renovations – *Tony Quinn*
6. Request approval of the following Change Orders – *Tony Quinn*
 - a. Advanced Roofing Inc. Change Order #0001 – IRSC Massey Campus, ES Child Development Center Roof
 - b. Advanced Roofing Inc. Change Order #0001 – IRSC Massey Campus, Library – Roof K (Lower Roof), Scope Change 25-R-072

7. Request approval of the following Independent Contractor Agreements –
Tony Quinn

- a. BMS Cat, LLC
- b. Fitzpatrick Plumbing
- c. Gerelcom Inc.
- d. Precision Automation Inc.
- e. Sign On, LLC
- f. Sunshine Premier Builders, LLC
- g. Trane U.S. Inc. (Chastain Campus)
- h. Trane U.S. Inc. (Massey Campus)
- i. Trane U.S. Inc. (Pruitt Campus)
- j. UES Professional Solutions LLC

8. Updates – *Dr. Michael Hageloh*

- a. Appraisal for Edwards Road parcel for unsolicited bid
- b. Surplus Property Bids

9. Campus Safety Update – *Don Bergmann*

10. Adjourn



TOPIC: Letter of Intent and Memorandum of Understanding with Venergy Group, LLC to establish a public-private partnership in support of the development of a new Department of Veterans Affairs (VA) outpatient clinic at the Mueller Campus in Vero Beach

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Venergy group is proposing to partner with the College to develop a VA outpatient clinic on the Mueller campus. The partnership is outlined in the Letter of Interest. Approval would allow Venergy to submit a development plan to the VA for their consideration.

ALTERNATIVE(S): N/A

FISCAL IMPACT: We anticipate a positive fiscal impact for the College as the building would have useful instructional space for IRSC.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Andrew Treadwell & Dr. Angela Browning

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26



Dr. Timothy Moore, President
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981

Subject: Letter of Interest – Public-Private Partnership for VA Outpatient Clinic in Vero Beach

Dear Dr. Moore,

On behalf of Venergy Group, LLC, a Service-Disabled Veteran-Owned Small Business (SDVOSB), and Auto Builders, I am writing to express our team's strong interest in forming a public-private partnership with Indian River State College (IRSC) in order to pursue the development of a new Department of Veterans Affairs (VA) outpatient clinic in Vero Beach, Florida.

This opportunity aligns directly with IRSC's mission to support veterans, foster student engagement, and accelerate economic development, while broadening student opportunities for clinical experience, and employment. Our team (Venergy / AutoBuilders / CyberGen) brings extensive experience in federal construction and energy infrastructure, and we believe that IRSC's institutional capabilities—particularly in permitting, site development, and workforce training—can significantly enhance the speed and quality of delivery for this critical facility.

Partnership Objectives:

- **Veteran Services:** Deliver a state-of-the-art, full-service outpatient medical clinic that expands access to care for veterans in the Treasure Coast region.
- **Student Engagement:** Integrate IRSC students into the project through internships, co-ops, and applied learning in construction, engineering, and public administration. Once the Outpatient clinic is operational, the facility will support long-term partnerships with the VA and IRSC with respect to all aspects of Healthcare and Technology with the goal to continue to expand the partnership as Treasure Coast Grows.
- **Speed to Delivery:** Leverage IRSC's ability to expedite permitting and site readiness to meet the VA's aggressive timeline for occupancy.



RLP Requirements & Timeline:

- **Proposal Due Date:** January 26, 2026 to the Department of Veterans Affairs
- **Minimum Space Requirement:** min 12,948 ABOA SF - Our goal is to build the right size building so that IRSC has additional space that they can leverage inside the clinic. This location and build will serve as a model for future VA clinics – one that capitalizes on the opportunity to provide educational opportunities and hands on learning for students allowing the VA to develop much needed workforce.
- **Lease Term Options:** 40-year firm term, with the expectations that the renewal for another term
- **Site Requirements:** We believe the Mueller Campus meets the defined Vero Beach area, zoned for VA use, with a minimum of 100 on-site parking spaces, and not located in a FEMA 100-year floodplain
- **Teaming & Financial Commitments:** Requires documented teaming arrangements, proof of site control, zoning compliance, and two conditional funding commitments

We believe that a partnership between Venergy Partners and IRSC can deliver a compelling, community-rooted proposal that meets the VA's technical, financial, and schedule requirements while advancing IRSC's strategic goals. This is a great opportunity and it would be ideal for our team to capitalize on the investment being made to our Veterans in our local community.

The VA has over 1800 partnerships with academic institutions providing clinical training in multiple health professions, including nursing, psychology, medicine, dental and social work. This opportunity could improve community engagement and collaboration with the world's largest healthcare system and train the future healthcare workforce ranging from administrative to healthcare disciplines. An academic affiliation with the VA could provide access to Medical and Dental Education, Nursing Education, and Associated Health Education. The affiliation would provide a structured approach to train health professionals, prepare for leadership positions and better understand health industry. The relationship would help support the healthcare needs for our Veterans and open doors for IRSC students to gain knowledge and potential employment opportunities.

We respectfully request an expedited response, at your earliest convenience, which will



allow our team to properly formalize and submit the required VA proposal. Venergy and Partners are available to meet with the IRSC leadership team to work out any and all outstanding details. We are greatly appreciative for your attention to this matter, given the short amount of time we have to formalize a partnership that will benefit the college and community while collaboratively meeting the VA's mission.

Thank you for your continued leadership and commitment to veterans and our community.

Sincerely,

Corey Clive

Chief Executive Officer

Venergy Group, LLC

Corey@venergygroup.com

Bob Rawe

CEO / President

AutoBuilders

Rwr@autobuilders.net

Mike Callahan

Founder / CEO

CyberGen

Mike@cybergen.com



MEMORANDUM OF UNDERSTANDING

Between
Venergy Partners (AutoBuilders / CyberGen)
AND
Indian River State College

This Memorandum of Understanding (MOU) is entered into by and between Venergy Group, LLC, a Service-Disabled Veteran-Owned Small Business (SDVOSB), and Indian River State College (IRSC), collectively referred to as the "Parties," to establish a public-private partnership in support of the development of a new Department of Veterans Affairs (VA) outpatient clinic in Vero Beach Florida.

1. PURPOSE

The purpose of this MOU is to outline the framework for collaboration between the Parties to jointly pursue the VA's Request for Lease Proposals (RLP No. 36C10F25R0035), due July 30, 2025, and to leverage IRSC's institutional capabilities and Venergy Group's federal contracting experience to deliver a high-quality facility that serves veterans and supports student engagement.

2. OBJECTIVES

- Develop a facility that enhances access to healthcare and support services for veterans.
- Provide real-world learning opportunities for IRSC students through internships and applied research.
- Expedite permitting and construction processes to meet the VA's occupancy timeline.

3. ROLES AND RESPONSIBILITIES

Venergy Group and its Partners shall:

- Serve as the lead developer and contractor for the VA outpatient clinic project.
- Coordinate proposal development and submission in response to the RLP.
- Ensure compliance with all federal lease and construction requirements.

Indian River State College shall:

- Provide institutional support for site development and permitting.
- Facilitate student engagement through academic programs and workforce training.
- Collaborate on community outreach and veteran services integration.

4. TERM AND TERMINATION

This MOU shall become effective upon signature by both Parties and shall remain in effect until the VA lease award is made or until terminated by either Party with thirty (30) days written notice.



5. NON-BINDING AGREEMENT

This MOU is not intended to create any legally binding obligations. It is a statement of mutual intent to collaborate in good faith.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates written below.

Corey Clive
Chief Executive Officer
Venergy Group, LLC

Date: 1/8/26

Dr. Timothy Moore
President
Indian River State College

Date: 8 JAN 2026



TOPIC: First Amendment to the Lease Agreement between Martin County Board of County Commissioners and the District Board of Trustees of Indian River State College

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Martin County Board of County Commissioners approved the First Amendment to the Lease Agreement between Martin County Board of County Commissioners and the District Board of Trustees by adding to the Leased Premises approximately 30.72 acres of adjacent vacant land, next to Indiantown High School to construct, maintain and make available for public access certain sports fields and associated support facilities and structures. During the BOCC meeting the Board approved the First Amendment and requested additional language be added to pertaining to the Athletic Facilities.

The First Amendment was reviewed and approved by Kevin Hyde on 1/13/26.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Andrew Treadwell & Dr. Angela Browning

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26

**FIRST AMENDMENT TO THE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“AMENDMENT”) is made this 6th day of January, 2026, by and between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter referred to as the “COUNTY”) and **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, a political subdivision of the State of Florida, having its principal address at 3209 Virginia Ave., Ft. Pierce, FL 34981 (hereinafter referred to as “TRUSTEES”).

RECITALS

WHEREAS, COUNTY and TRUSTEES entered into a Lease Agreement dated February 22, 2022 (the “Lease”) for approximately 25.04 acres of vacant land located at 19000 Citrus Boulevard, Indiantown, FL 34956; and

WHEREAS, COUNTY and TRUSTEES have agreed to amend the Lease by adding to the Leased Premises approximately 30.72 acres of adjacent vacant land, as shown on the Sketch and Description set forth on **Exhibit “B”** attached hereto (the “Additional Premises”), on which TRUSTEES desire to construct, maintain and make available for public access certain sports fields and associated support facilities and structures. The current Leased Premises, as set forth on **Exhibit “A”**, and the Additional Premises, as set forth on **Exhibit “B”**, will be known and referred to, collectively, as the “Leased Premises”; and

WHEREAS, COUNTY and TRUSTEES acknowledge that the subject property was acquired pursuant to a funding agreement between the South Florida Water Management District (“DISTRICT”) and COUNTY. The funding agreement specifies that COUNTY is required to obtain written consent from DISTRICT prior to the transfer any right or interest in the subject property. DISTRICT provided its consent on September 22, 2025, which is attached hereto as **Exhibit “C”**; and

WHEREAS, the COUNTY has determined that the Leased Premises is appropriate for the proposed public use and is not currently needed for COUNTY purposes.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals & Defined Terms.** COUNTY and TRUSTEES acknowledge and agree that the foregoing recitals are true, correct and fully binding upon them in all respects, which

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

recitals are in their entirety hereby incorporated into this First Amendment. All capitalized terms used herein and not otherwise defined in this First Amendment shall have the meaning ascribed to such terms in the Lease.

2. Paragraph 1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“Description of Leased Premises. The TRUSTEES hereby lease from the COUNTY, and the COUNTY hereby leases to the TRUSTEES, the real property described on **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Lease (collectively, the “Leased Premises”).”

3. Paragraph 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“Use of Leased Premises. The TRUSTEES shall use the Leased Premises solely and exclusively for the construction and operation of a charter high school, a multi-purpose athletic facility and a soccer and track facility (collectively, the “Facilities”) and for no other purpose without the prior written consent of COUNTY, which consent may be withheld in COUNTY’s sole and absolute discretion. The TRUSTEES shall construct and operate the Facilities in accordance with all applicable laws, rules and regulations.

The TRUSTEES agree not to hold any event(s) on the Leased Premises the week before, during and after the Martin County Fair. The TRUSTEES agree that there shall be no camping, lodging, sheltering or active overnight use of any portion of the Leased Premises.

The TRUSTEES shall allow general public use of all multi-purpose athletic facilities, soccer, and track facilities and associated parking and infrastructure when school is not in session, subject to such reasonable terms and conditions as may be established by COUNTY from time to time. Notwithstanding the foregoing, TRUSTEES shall have the authority to limit or restrict access to all facilities during school related events and school affiliated activities.

Access to the Leased Premises will be granted to the TRUSTEES through a separate Non-Exclusive Access and Maintenance Easement.”

4. **Full Force and Effect; Conflicts.** Except as specifically amended hereby, all other aspects of the Lease shall remain in full force and effect and are hereby in all respects ratified and confirmed.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement effective as of the date set forth in the first paragraph of this Amendment.

ATTEST:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,

WITNESS:

Print Name

CHRISTA LUNA, CHAIR

Witness Address

WITNESS:

TIMOTHY E. MOORE, PH.D., PRESIDENT

Print Name

Witness Address

STATE OF FLORIDA }

COUNTY OF MARTIN }

The foregoing instrument was acknowledged before me by () physical presence or () online notarization this _____ day of _____, 2026, by Christa Luna And Timothy E. Moore as Chair and President respectively, of the District Board of Trustees of Indian River State College, a political subdivision of the State of Florida, who () is personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Notary Public

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

SEBASTIAN FOX, SENIOR ASSISTANT
COUNTY ATTORNEY

**FIRST AMENDMENT TO THE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“AMENDMENT”) is made this ____ day of _____, 2025, by and between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter referred to as the “COUNTY”) and **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, a political subdivision of the State of Florida, having its principal address at 3209 Virginia Ave., Ft. Pierce, FL 34981 (hereinafter referred to as “TRUSTEES”).

RECITALS

WHEREAS, COUNTY and TRUSTEES entered into a Lease Agreement dated February 22, 2022 (the “Lease”) for approximately 25.04 acres of vacant land located at 19000 Citrus Boulevard, Indiantown, FL 34956; and

WHEREAS, COUNTY and TRUSTEES have agreed to amend the Lease by adding to the Leased Premises approximately 30.72 acres of adjacent vacant land, as shown on the Sketch and Description set forth on **Exhibit “B”** attached hereto (the “Additional Premises”), on which TRUSTEES desire to construct, maintain and make available for public access certain sports fields and associated support facilities and structures. The current Leased Premises, as set forth on **Exhibit “A”**, and the Additional Premises, as set forth on **Exhibit “B”**, will be known and referred to, collectively, as the “Leased Premises”; and

WHEREAS, COUNTY and TRUSTEES acknowledge that the subject property was acquired pursuant to a funding agreement between the South Florida Water Management District (“DISTRICT”) and COUNTY. The funding agreement specifies that COUNTY is required to obtain written consent from DISTRICT prior to the transfer any right or interest in the subject property. DISTRICT provided its consent on September 22, 2025, which is attached hereto as **Exhibit “C”**; and

WHEREAS, the COUNTY has determined that the Leased Premises is appropriate for the proposed public use and is not currently needed for COUNTY purposes.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals & Defined Terms.** COUNTY and TRUSTEES acknowledge and agree that the foregoing recitals are true, correct and fully binding upon them in all respects, which

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

recitals are in their entirety hereby incorporated into this First Amendment. All capitalized terms used herein and not otherwise defined in this First Amendment shall have the meaning ascribed to such terms in the Lease.

2. Paragraph 1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

Description of Leased Premises. The TRUSTEES hereby lease from the COUNTY, and the COUNTY hereby leases to the TRUSTEES, the real property described on **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Lease (collectively, the “Leased Premises”).”

3. Paragraph 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

Use of Leased Premises. The TRUSTEES shall use the Leased Premises solely and exclusively for the construction and operation of a charter high school, a multi-purpose athletic facility and a soccer and tract facility (collectively, the “Facilities”) and for no other purpose without the prior written consent of COUNTY, which consent may be withheld in COUNTY’s sole and absolute discretion. The TRUSTEES shall construct and operate the Facilities in accordance with all applicable laws, rules and regulations.

The TRUSTEES agree not to hold any event(s) on the Leased Premises the week before, during and after the Martin County Fair. The TRUSTEES agree that there shall be no camping, lodging, sheltering or active overnight use of any portion of the Leased Premises.

Access will be granted to the TRUSTEES through a separate Non-Exclusive Access and Maintenance Easement.”

4. **Full Force and Effect; Conflicts.** Except as specifically amended hereby, all other aspects of the Lease shall remain in full force and effect and are hereby in all respects ratified and confirmed.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement effective as of the date set forth in the first paragraph of this Amendment.

ATTEST:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,

WITNESS:

Suzanne Parsons
Suzanne Parsons

Print Name
3209 Virginia Ave, Fort Pierce, FL
Witness Address

Christa Luna
CHRISTA LUNA, CHAIR

Timothy E. Moore
TIMOTHY E. MOORE, PH.D., PRESIDENT

WITNESS:

Suzanne Parsons
Suzanne Parsons

Print Name
3209 Virginia Ave, Fort Pierce, FL
Witness Address

STATE OF FLORIDA }

COUNTY OF ~~MARTIN~~ St.} Lucie

The foregoing instrument was acknowledged before me by physical presence or () online notarization this 3rd day of December, 2025, by Christa Luna And Timothy E. Moore as Chair and President respectively, of the District Board of Trustees of Indian River State College, a political subdivision of the State of Florida, who (X) is personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Suzanne Parsons
Notary Public



ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

_____, CHAIR

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

SEBASTIAN FOX, SENIOR ASSISTANT
COUNTY ATTORNEY

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-052.DWG | M.C. PROJ. NO. 21-052

SHEET NO. 1 OF 4

EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON BOUNDARY SURVEY OF C-44 PROJECT MARTIN COUNTY PARK & FLOWAGE EASEMENT, SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST & SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, DATED MARCH 2007, FILE & DRAWING NUMBER 06-1068-04-01 BY GCY INCORPORATED.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, 3 AND 4, SHEET 4 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS SOUTH 89°51'14" WEST ALONG THE NORTHERLY SECTION LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST OF SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: DB=DEED BOOK, FPL=FLORIDA POWER AND LIGHT, PCN=PARCEL CONTROL NUMBER, PG=PAGE, ORB=OFFICIAL RECORDS BOOK, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SFWMD=SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

↯ = BREAKLINE

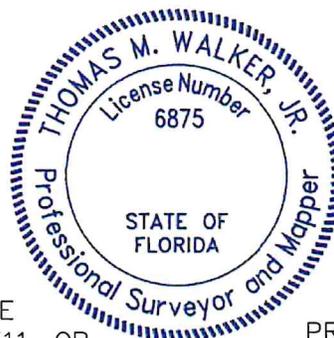


= QUARTER SECTION CORNER



= SECTION CORNER

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.



**SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE**

THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: **JAN 10 2022**

LEASE PARCEL
S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY : *TMW*

DRAWN BY : *JMM* | SCALE : *N/A*

DATE : *11/24/2021*

DRAWING # *21-052*

MARTIN COUNTY, STUART, FLORIDA

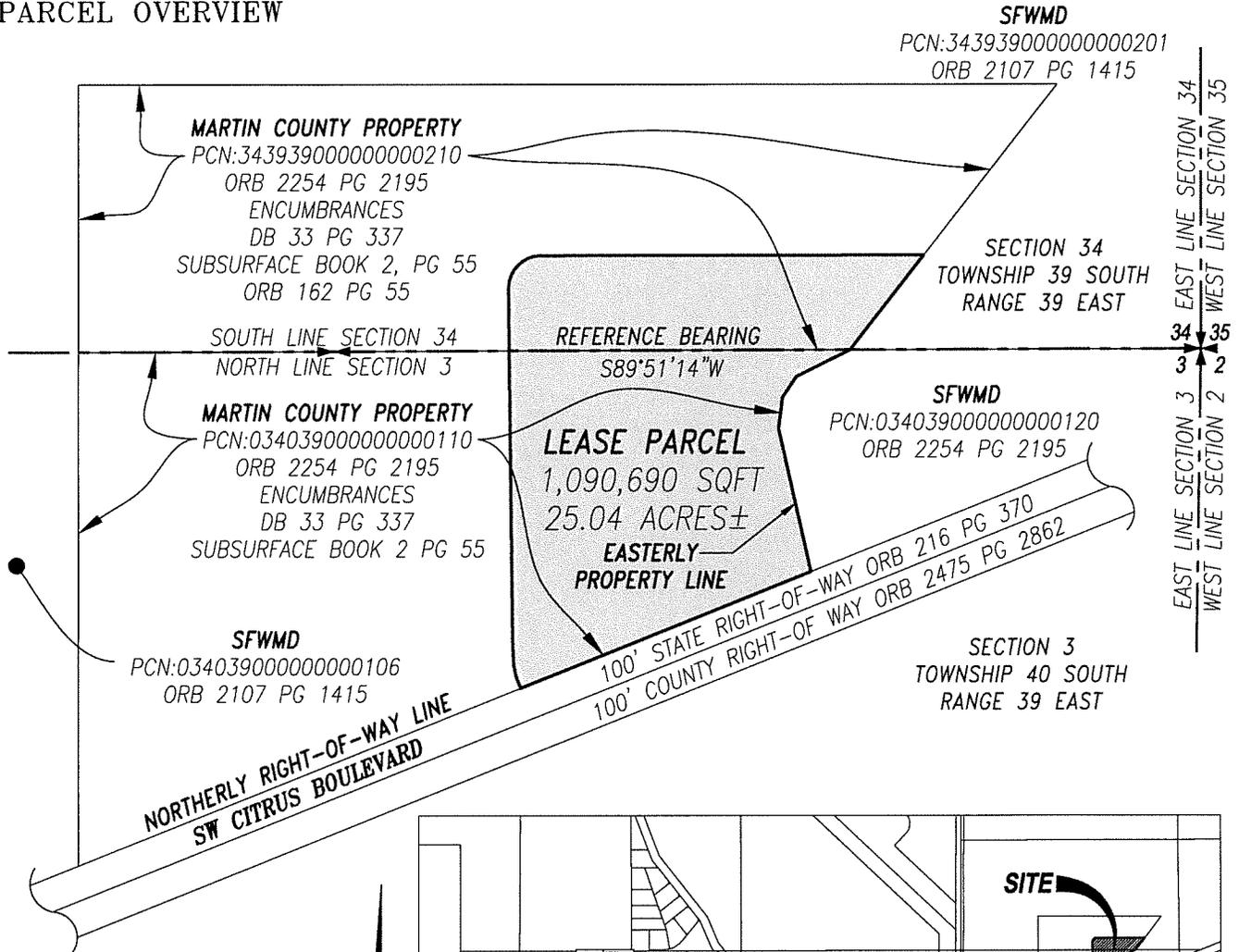
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-052.DWG | M.C. PROJ. NO. 21-052

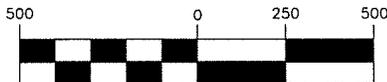
SHEET NO. 2 OF 4

EXHIBIT A

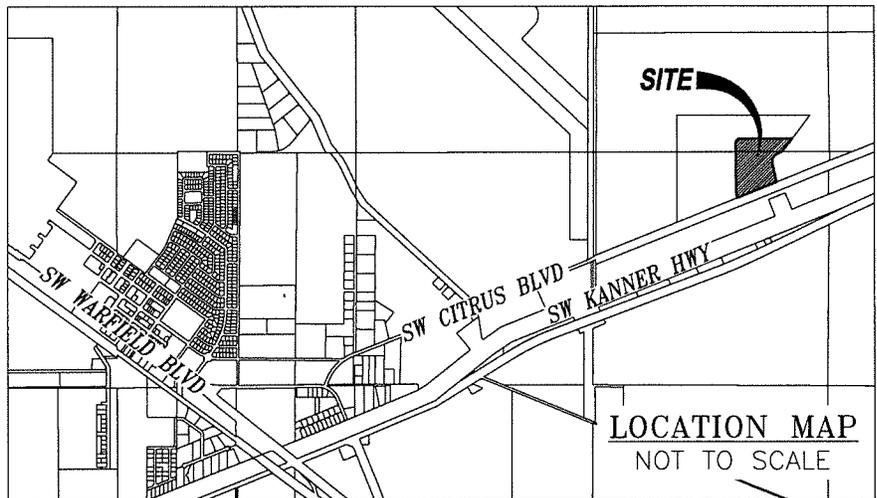
PARCEL OVERVIEW



GRAPHIC SCALE



(IN FEET)
1 inch = 500 ft.



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 3 AND 4.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=500' OR SMALLER.

LEASE PARCEL
S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW
DRAWN BY : JMM | SCALE : 1"=500'
DATE : 11/24/2021
DRAWING # 21-052

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-052.DWG | M.C. PROJ. NO. 21-052

SHEET NO. 3 OF 4

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°51'14" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1,074.37 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 2195, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 63°35'39" WEST ALONG THE SAID EASTERLY PROPERTY LINE, A DISTANCE OF 184.47 FEET TO A POINT; THENCE SOUTH 33°42'10" WEST, A DISTANCE OF 76.12 FEET TO A POINT; THENCE SOUTH 07°06'32" WEST, A DISTANCE OF 95.80 FEET TO A POINT; THENCE SOUTH 12°36'11" EAST, A DISTANCE OF 447.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW CITRUS BOULEVARD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 370, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, DEPARTING SAID EASTERLY LINE, SOUTH 68°08'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 957.69 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 199.98 FEET, A CHORD BEARING OF NORTH 13°55'01" WEST AND A CHORD LENGTH OF 93.97 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°13'02", A DISTANCE OF 94.86 FEET TO A POINT; THENCE NORTH 02°32'20" WEST, A DISTANCE OF 60.69 FEET TO A POINT; THENCE NORTH 00°32'48" WEST, A DISTANCE OF 879.66 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE CONTINUE NORTH 00°32'48" WEST, A DISTANCE OF 189.17 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 44°32'51" EAST AND A CHORD LENGTH OF 142.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'08", A DISTANCE OF 158.45 FEET TO A POINT; THENCE NORTH 89°56'25" EAST, A DISTANCE OF 1172.53 FEET TO A POINT OF INTERSECTION WITH SAID EASTERLY PROPERTY LINE; THENCE SOUTH 38°04'01" WEST ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 367.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,090,690 SQUARE FEET (25.04 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2 AND 4.

LEASE PARCEL

S34 T39S R39E & S3 T40S R39E

MARTIN COUNTY, FLORIDA

SUPERVISED BY : *TMW*

DRAWN BY : *JMM* | SCALE : *N/A*

DATE : *11/24/2021*

DRAWING # *21-052*

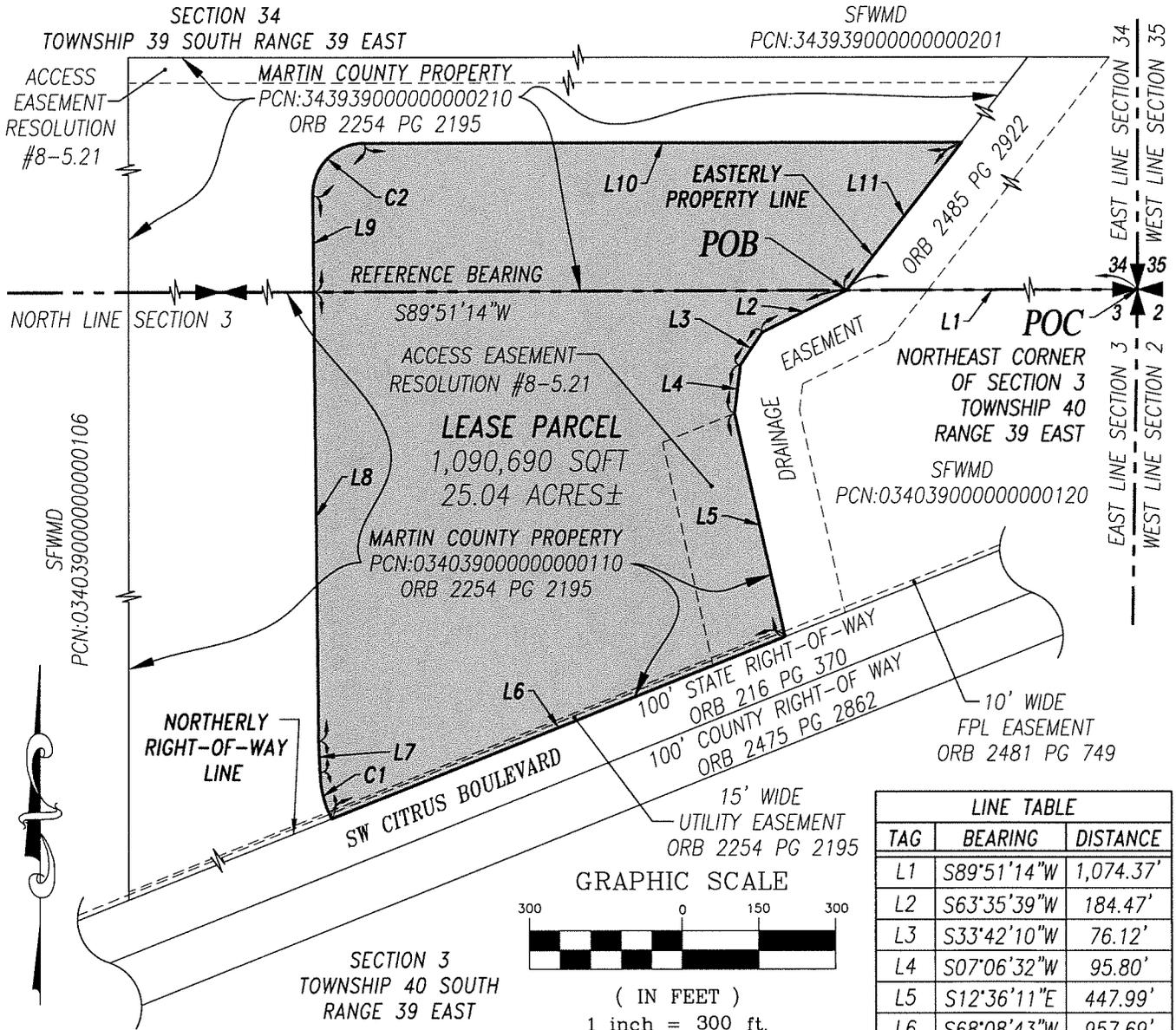
MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-052.DWG | M.C. PROJ. NO. 21-052

SHEET NO. 4 OF 4

EXHIBIT A



LINE TABLE		
TAG	BEARING	DISTANCE
L1	S89°51'14\"W	1,074.37'
L2	S63°35'39\"W	184.47'
L3	S33°42'10\"W	76.12'
L4	S07°06'32\"W	95.80'
L5	S12°36'11\"E	447.99'
L6	S68°08'43\"W	957.69'
L7	N02°32'20\"W	60.69'
L8	N00°32'48\"W	879.66'
L9	N00°32'48\"W	189.17'
L10	N89°56'25\"E	1172.53'
L11	S38°04'01\"W	367.32'

CURVE TABLE					
TAG	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH
C1	199.98'	N13°55'01\"W	93.97'	27°13'02\"	94.86'
C2	100.00'	N44°32'51\"E	142.39'	90°47'08\"	158.45'

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2 AND 3.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=300' OR SMALLER.

LEASE PARCEL S34 T39S R39E & S3 T40S R39E MARTIN COUNTY, FLORIDA	SUPERVISED BY : TMW	
	DRAWN BY : JMM	SCALE : 1"=300'
	DATE : 11/24/2021	
	DRAWING # 21-052	

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

1 OF 3

EXHIBIT B

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON BOUNDARY SURVEY OF C-44 PROJECT MARTIN COUNTY PARK & FLOWAGE EASEMENT, SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST & SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, PERFORMED BY GCY INCORPORATED, FILE & DRAWING NUMBER 06-1068-04-01, DATED MARCH 2007
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 - 3, SHEET 3 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS NORTH 89°51'14" EAST ALONG THE NORTH LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: CCR=CERTIFIED CORNER RECORD, FPL=FLORIDA POWER & LIGHT, L=LENGTH, NO.=NUMBER, ORB=OFFICIAL RECORDS BOOK, PCN=PARCEL CONTROL NUMBER, PB=PLAT BOOK, PG=PAGE, POB=POINT OF BEGINNING, ROW=RIGHT-OF-WAY, SFWMD=SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SQFT=SQUARE FEET, SW'RLY=SOUTHWESTERLY.



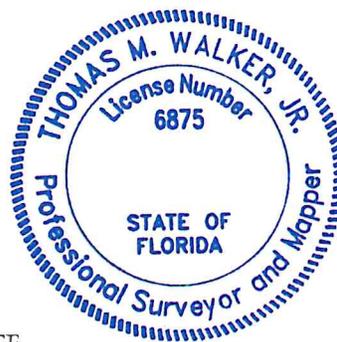
= SECTION CORNER



= 1/4 SECTION CORNER



= BREAKLINE



SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

THOMAS M. WALKER, JR., PSM
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. PSM 6875

DATE: OCT 07 2025

LEASE PARCEL
SECTION 3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW	DRAWN BY: JMM
DATE: 10/06/2025	SCALE: N/A
DRAWING ID: 25-049C	

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

2 OF 3

EXHIBIT B

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 2195, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00°03'31" EAST, A DISTANCE OF 1314.37 FEET TO A POINT; THENCE DEPARTING SAID WESTERLY LINE NORTH 89°59'36" EAST, A DISTANCE OF 1256.58 FEET TO A POINT; THENCE SOUTH 00°32'38" EAST, A DISTANCE OF 806.95 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. CITRUS BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 68°08'43" WEST, A DISTANCE OF 1363.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,338,361 SQUARE FEET, (30.72 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

LEASE PARCEL
SECTION 3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW	DRAWN BY: JMM
DATE: 10/06/2025	SCALE: N/A
DRAWING ID: 25-049C	

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

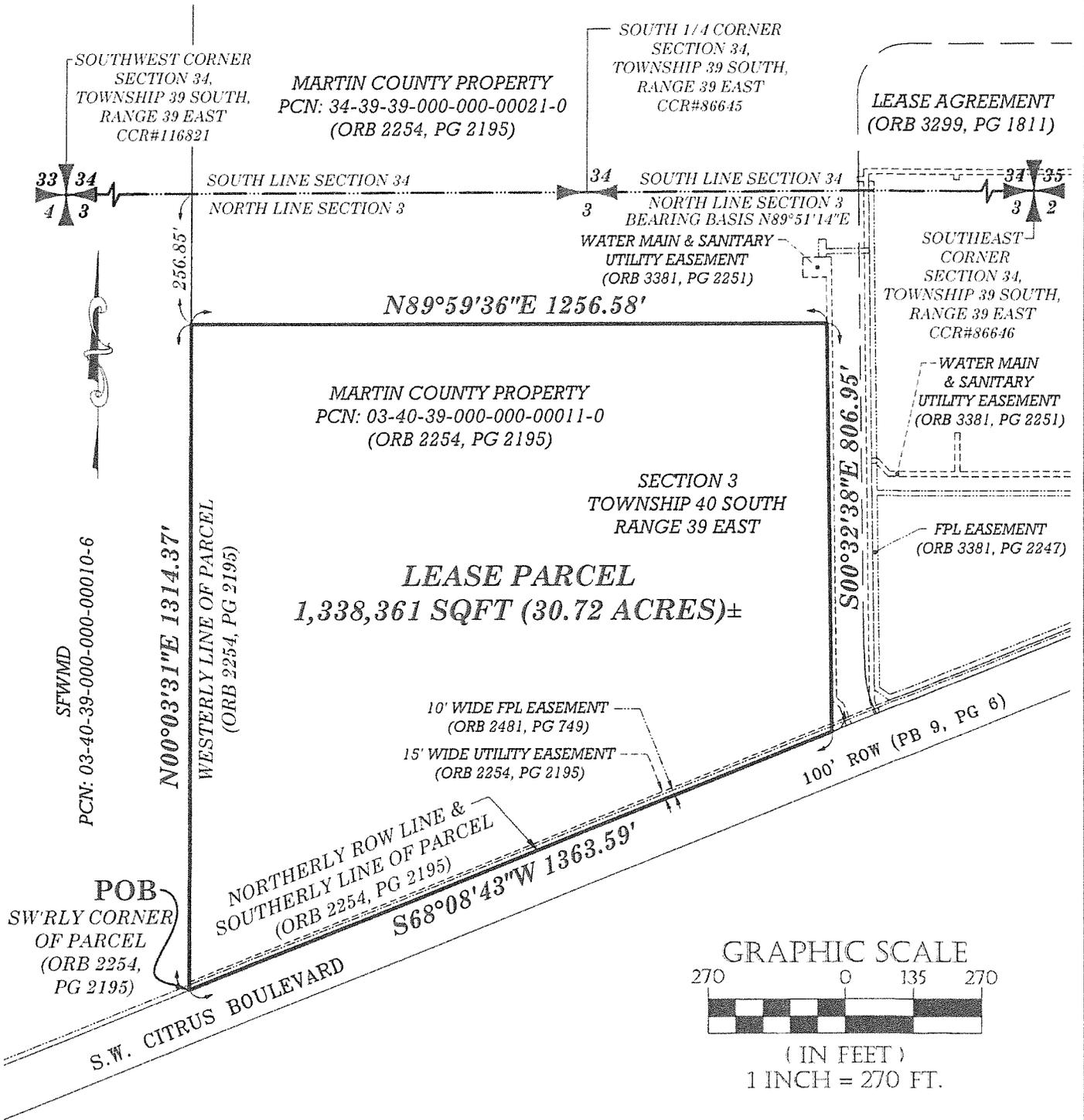
M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

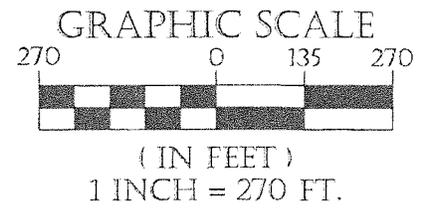
3 OF 3

EXHIBIT B



NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=270' OR SMALLER.



LEASE PARCEL
SECTION 3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW	DRAWN BY: JMM
DATE: 10/06/2025	SCALE: 1" = 270'
DRAWING ID: 25-049C	

EXHIBIT “C”

From: Palmer, Ray <rpalmer@sfwmd.gov>
Sent: Monday, September 22, 2025 11:33 AM
To: Carla Segura <csegura@martin.fl.us>; Don Donaldson <ddonalds@martin.fl.us>
Cc: Schaeffer, Robert <rschaef@sfwmd.gov>; Murphy, Patrick <pmurphy@sfwmd.gov>
Subject: RE: Notification and Request for Consent - County Recreation Area C-44 Project (IRL-South Project)

**Caution: This email originated from an external source.
Be Suspicious of Attachments, Links, and Requests for Login Information**

Carla,

Thank you for discussing this request with me this morning. The South Florida Water Management District (District) consents to the proposed lease of the property, referred to as the C-44 Project – County Recreation Area, to Indian River State College by Martin County (County) for educational purposes.

Additionally, after further review of the attached Funding Agreement and Amendments, it does not appear necessary for the County to seek consent from the US Army Corps of Engineers (Corps) or the District to lease the County’s property based on the Second Amendment to the Funding Agreement, Section II.1.C.(1). This paragraph releases the County Property from the terms and conditions of the Funding Agreement.

Please let me know if you have any questions or need additional information.

Respectfully,



Ray

RAY PALMER

Bureau Chief, Real Estate
Ecosystem Restoration Division
3301 Gun Club Road, MS 8830
West Palm Beach, Florida 33406
Office (561) 682-2246
RPalmer@sfwmd.gov

Florida enjoys a broad public records law. Any emails sent to or from this address will be subject to review by the public unless exempt by law.

This instrument prepared by:

Mandee Johns, Real Property Professional for:
Martin County BOCC
2401 SE Monterey Road
Stuart, FL 34996

Project Name: IRSC Amendment to Lease on Citrus - 4198
Property Address: 19000 SW Citrus Blvd.
PCN: 03-40-39-000-000-00011-0 and
34-39-39-000-000-00021-0

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT

THIS NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT, granted and executed this _____ day of _____, 2025, by **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Rd., Stuart, Florida 34996, **GRANTOR** to **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, a political subdivision of the State of Florida, having its principal address at 3209 Virginia Ave., Ft. Pierce, FL 34981, **GRANTEE**.

(Wherever used herein the terms "GRANTOR" and "GRANTEE" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH that the GRANTOR, for and in consideration of the sum of \$1.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the GRANTEE forever, a perpetual access and maintenance easement on, over, under, across and through the land described and depicted on **Exhibit "A"**, attached hereto and made a part hereof (the "Easement Premises") for the access and maintenance of an ingress and egress easement for the GRANTEE's activities, including but not limited to construction, installation and use of any required drainage system necessary to ensure proper drainage, and the repair, maintenance, replacement thereof, for ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary, to carry out the purposes of this easement.

GRANTOR hereby covenants with the GRANTEE that GRANTOR is lawfully seized of said land in fee simple, that GRANTOR has good and lawful authority to grant and convey this Easement, and that GRANTOR fully warrants the title to the Easement Premises, and will defend the same against the lawful claims of all persons whomsoever, and that GRANTOR acknowledges that the Easement Premises is not a part of GRANTEE's Lease Agreement with the GRANTOR. The GRANTOR agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the GRANTEE.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

GRANTOR further warrants that there are no mortgages encumbering the Easement Premises.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed these presents the day and year first above written.

GRANTOR:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

ATTEST:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,

WITNESS:

Suzanne Parsons

Suzanne Parsons

Print Name

3209 Virginia Ave, Fort Pierce, FL

Witness Address

Christa Luna

CHRISTA LUNA, CHAIR

Timothy E. Moore

TIMOTHY E. MOORE, PH.D.,
PRESIDENT

WITNESS:

Suzanne Parsons

Suzanne Parsons

Print Name

3209 Virginia Ave, Fort Pierce, FL

Witness Address

STATE OF FLORIDA }

COUNTY OF MARTIN St.} Lucie

The foregoing instrument was acknowledged before me by (X) physical presence or () online notarization this 3rd day of December, 2025, by Christa Luna And Timothy E. Moore as Chair and President respectively, of the District Board of Trustees of Indian River State College, a political subdivision of the State of Florida, who (X) is personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Suzanne Parsons

Notary Public



MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

1 OF 3

EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON BOUNDARY SURVEY OF C-44 PROJECT MARTIN COUNTY PARK & FLOWAGE EASEMENT, SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST & SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, PERFORMED BY GCY INCORPORATED, FILE & DRAWING NUMBER 06-1068-04-01, DATED MARCH 2007.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 - 3, SHEET 3 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS NORTH 89°51'14" EAST ALONG THE SOUTH LINE OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE AN ACCESS EASEMENT
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: CB=CHORD BEARING, CCR=CERTIFIED CORNER RECORD, CH=CHORD LENGTH, FPL=FLORIDA POWER & LIGHT, L=LENGTH, NO.=NUMBER, NW'RLY, ORB=OFFICIAL RECORDS BOOK, PB=PLAT BOOK, PCN=PARCEL CONTROL NUMBER, PG=PAGE, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, R= RADIUS, ROW=RIGHT-OF-WAY, SFWMD=SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SQFT=SQUARE FEET, Δ=DELTA (CENTRAL ANGLE).

✦ = SECTION CORNER

✦ = 1/4 SECTION CORNER

— = BREAKLINE



SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE

A handwritten signature in blue ink, appearing to read "T.M. Walker, Jr.", written over a horizontal line.

THOMAS M. WALKER, JR., PSM
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. PSM 6875

DATE: OCT 07 2025

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

ACCESS EASEMENT
SECTION 34 T39S R39E & SECTION 3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW	DRAWN BY: JMM
DATE: 10/06/2025	SCALE: N/A
DRAWING ID: 25-049A	

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

2 OF 3

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 3 TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 2195, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 89°59'36" EAST, A DISTANCE OF 1245.31 FEET TO THE POINT OF COMMENCEMENT; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°59'36" EAST, A DISTANCE OF 64.95 FEET TO A OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF A LEASE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3299, PAGE 1811, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°32'48" EAST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 623.45 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEASE PARCEL; THENCE CONTINUING ALONG SAID WESTERLY LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 00°32'48" EAST, A DISTANCE OF 189.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST; (2) THENCE SOUTH 00°32'48" EAST, A DISTANCE OF 879.66 FEET TO A POINT; (3) THENCE SOUTH 02°32'20" EAST, A DISTANCE OF 60.69 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 199.68 FEET, A CHORD BEARING OF SOUTH 13°55'01" EAST AND A CHORD LENGTH OF 93.97 FEET; (4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°13'02", A DISTANCE OF 94.86 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. CITRUS BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 68°08'43" WEST, A DISTANCE OF 95.41 FEET TO A POINT; THENCE NORTH 00°32'38" WEST, A DISTANCE OF 1066.86 FEET, TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF SECTION 34; THENCE NORTH 00°32'38" WEST, A DISTANCE OF 812.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 122,345 SQUARE FEET, (2.81 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

ACCESS EASEMENT
SECTION 34 T39S R39E & SECTION 3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW	DRAWN BY: JMM
DATE: 10/06/2025	SCALE: N/A
DRAWING ID: 25-049A	

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD, STUART, FL. PHONE NO. 772-288-5928

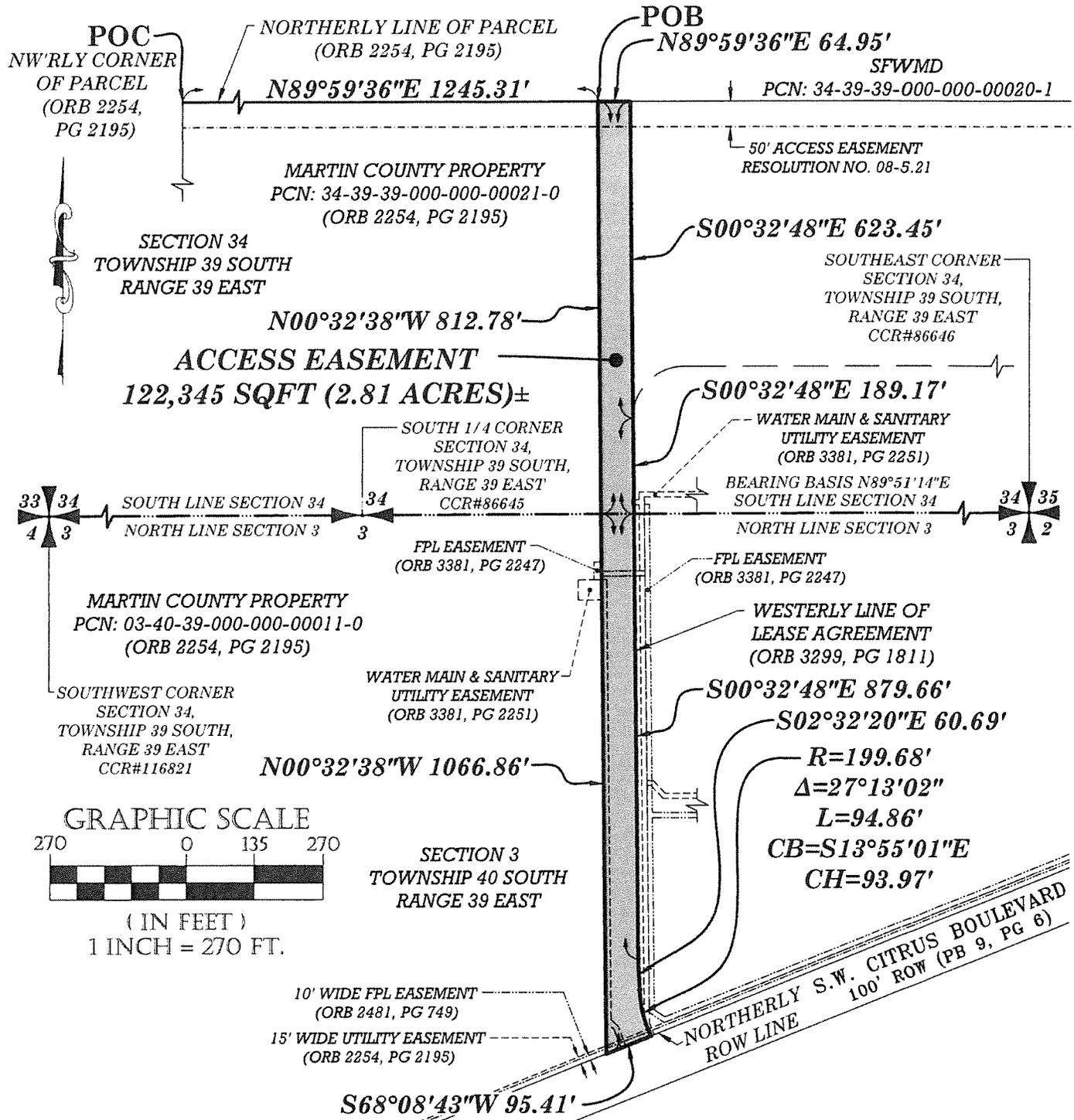
M.C. PROJ. NO. 25-049

DWG. FILE NAME: 25-049.DWG

SHEET NO.

3 OF 3

EXHIBIT A



NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=270' OR SMALLER.

ACCESS EASEMENT SECTION 34 T39S R39E & SECTION 3 T40S R39E MARTIN COUNTY, FLORIDA	SUPERVISED BY: TMW	DRAWN BY: JMM
	DATE: 10/06/2025	SCALE: 1" = 270'
	DRAWING ID: 25-049A	



Recorded in Martin County, FL 3/14/2022 2:44 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$112.00
CFN#2948275 BK 3299 PG 1811 PAGE 1 of 13

**LEASE AGREEMENT BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE
AND THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

For The Leasing of Real Property for Use as a Charter High School

This is a lease bearing an Effective Date of February 22, 2022, ("Lease") between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, a political subdivision of the State of Florida ("Trustees") and the MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida ("County").

In consideration of the promises and conditions contained herein the Trustees and County agree as follows:

1. DESCRIPTION OF LEASED PREMISES

The Trustees hereby lease from the County, and the County hereby leases to the Trustees, the real property described on Exhibit A attached hereto and made a part of this Lease ("Leased Premises"). Exhibit A consists of a legal description and a survey of the Leased Premises.

2. USE OF LEASED PREMISES

The Trustees shall use the Leased Premises solely and exclusively for the construction and operation of a charter high school ("Facility") near the Village of Indiantown. The Trustees shall construct and operate the facility in accordance with all applicable laws and rules of the State of Florida.

3. TERM

The initial term of this Lease shall be for fifty-five (55) years commencing on the Effective Date of this Lease. The Trustees shall have the option to renew this Lease for four (4) additional terms of ten (10) years each, with a final renewal option of four (4) years, for a total potential term, including all renewal options of ninety-nine (99) years. The renewal options are not automatic and require at least one (1) year's prior written notice from the Trustees at the expiration of the initial term and at least ninety (90) days notice from the Trustees for each renewal option.

4. RENT

There shall be no rent paid under this Lease. The consideration for this Lease in lieu of rent shall consist of the Trustees' construction and operation of the Facility during the initial term and any renewal terms of this Lease.

62041618;1

5. APPROVALS, PERMITS, UTILITIES AND AUTHORITIES

- 5.1 It shall be the responsibility of the Trustees to obtain any and all required governmental or governmental agency approvals and permits associated with the construction of the Facility; provided, however, that the County shall fully cooperate with the Trustees to obtain any and all of the foregoing governmental approvals, and permits; and further provided that, to the extent necessary, the County shall be a co-applicant with the Trustees for any such required approvals or permits. It shall be the responsibility of the County to obtain any and all necessary or required governmental approvals, easements, or permits (i) in connection with the Leased Premises; and (ii) specifically required due to the nature of the Leased Premises with respect to the construction of the Facility on the Leased Premises.
- 5.2 The Trustees shall have sole authority over the planning, permitting, construction and use of the proposed improvements on the Facility and Leased Premises in accordance with Chapter 1013 of the Florida Statutes, the Florida Building Code and the State Requirements for Educational Facilities. Nothing herein shall be deemed to waive or imply waiver of the Trustee's rights, responsibilities, and duties set forth under Chapter 1013, Florida Statutes and in the Department of Education's adopted State Requirement for Educational Facilities.
- 5.3 The Trustees shall fund the construction and operation of the Facility through donations and business partnerships and the County shall not be responsible for funding or otherwise providing payment for improvements, with the exception of previously planned and funded utility extensions to the Leased Premises and adjacent roadway improvements by the County as outlined in Exhibit B.
- 5.4 The Trustees and the County shall cooperate in facilitating the provision of all utility services to the Leased Premises and the Facility.
- 5.5 The Trustees shall pay for water service, electricity, telephone, cable, solid waste and sewerage service to the Facility during construction, during the initial term, and any and all renewal terms of this Lease.

6. REPRESENTATIONS AND WARRANTIES OF THE COUNTY

As a material inducement to the Trustees to enter into this Lease, the County makes the following representations and warranties to the Trustees:

- a. The County has the full right and authority to enter into this lease.
- b. This Lease is entered into by the County in compliance with any and all statutes, rules and governing documents of the County applicable thereto.

7. MAINTENANCE OF LEASED PREMISES

The interior and exterior of the Facility shall be maintained at the sole cost and expense of the Trustees during the initial term and any and all renewal terms of this lease.

The grounds and parking lots, trees, plants, grass, and walks of the Facility shall be maintained in good repair and condition by the Trustees during construction of the Facility and the applicable warranty or guaranty periods. It shall be the responsibility of the Trustees to provide and pay for the maintenance of (i) the grounds, parking lots, trees, grass, plants, and walks of the Facility; and (ii) any remaining portion of the Leased Premises, from and after the expiration of the construction and installation warranty or guaranty period, as applicable, during the initial term and any and all renewal terms of the Lease.

8. SECURITY

The Trustees shall provide security for the Leased Premises during construction of the Facility and then for the interior and exterior of the building and the remaining portions of the Leased Premises during the initial term and any and all renewal terms of the Lease.

9. PARKING

The parking areas constructed on the Leased Premises shall be used exclusively by the Trustees for the operation of the Facility.

10. OWNERSHIP; NO ENCUMBRANCES

The Trustees shall lease the land on which the Facility is located and the Trustees shall own the Facility at all times during the initial term of this Lease. If the renewal options are executed under this Lease, the Trustees shall continue to lease the land and own the Facility for the duration of all of the renewal options exercised. During the initial term of this Lease and any renewal thereof, neither the Trustees nor the County shall sell, lease, mortgage, or encumber any part of the Leased Premises.

11. INDEMNIFICATION

As a public body corporate of the State of Florida, Trustees' liability and its ability to indemnify any person, firm, or corporation is regulated by Florida law. Except for its employees acting within the course and scope of their employment, Trustees shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of Section 768.28, Florida Statutes. Trustees are self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action and may only be waived by the Florida legislature. Accordingly, any and all liability and indemnification obligations in this Lease shall be effective only to the extent expressly required by Section 768.28, Florida Statutes.

62041618:1

Nothing in this Lease shall be deemed to affect the rights, privileges and immunities of Trustees as set forth in Section 768.28, Florida Statutes.

Nothing herein shall be construed as a waiver of the County's sovereign immunity afforded by the Florida Constitution or of the provisions of Section 768.28 Fla. Stat., nor as County's consent to be sued by third parties.

12. INSURANCE

The Trustees shall, at their sole option, self-insure or maintain insurance, and it shall cover the improvements and the contents thereof on the Leased Premises, in the same manner and to the same extent as the Trustees insure Trustee's buildings and contents generally.

13. DAMAGE OR DESTRUCTION OF FACILITY

Nothing in this lease shall be deemed to require Trustees to repair or reconstruct the Facility in the event of a casualty to the Facility. If Trustees decide not to repair or reconstruct the Facility, Trustees shall provide notice to County of such decision within one hundred eighty (180) days of the casualty. This lease shall terminate thirty (30) days after the date of such notice. Provided however, Trustees at their sole cost and expense shall clear the leased premises and remove all debris and ensure the premises is left in a safe secure condition in accordance with all applicable laws and regulations.

14. CONSTRUCTION OF THE FACILITY

The Facility shall be designed and constructed according to the board policies approved by the Trustees, the administrative procedures of Indian River State College and in accordance with Chapter 1013, Florida Statutes, the Florida Building Code and the State Requirements for Educational Facilities. In accordance with Chapter 1013, Florida Statutes, the Trustees shall be exempt from local jurisdiction.

15. SIGNS

The location of all and any signage shall be included in the schematic design approved by the Trustees. The Trustees shall work with the County or other agencies as applicable to place signage necessary on property outside of the Lease Premises.

16. FORCE MAJEURE

Notwithstanding any provision of this Lease to the contrary, the Trustees shall not be held liable for any failure or delay in the performance of this Lease that arises directly or indirectly from fires, floods, strikes, embargoes, acts of the public enemy, pandemic(s), unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or any other causes of the same character which is unavoidable through the exercise of due care and

beyond the control of the Trustees. Failure to perform shall be excused during the continuance of such circumstances, but this Lease shall otherwise remain in effect.

17. CHOICE OF LAW; SEVERABILITY

Any dispute between the parties to this Lease shall be adjudicated in a Court of Law under the laws of the State of Florida. If any part of this Lease is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Lease shall be in full force and effect.

18. SURVIVAL

The Trustees and County agree that the obligations, undertaking and acknowledgements set out in this Lease shall survive the termination or conclusion of this Lease.

19. NOTICE

Any notice, request, demand, consent, approval or other communication required or permitted by this Lease shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the other party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested; or
- (iv) Email delivery with read receipt. The email notice will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery failed. For that notice to be valid, the sender must no later than ten (10) business days after sending the email message deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid.

For purposes of notice, the addresses are as follows:

TRUSTEES

COUNTY

President
Indian River State College
3209 Virginia Avenue
Fort Pierce, Florida 34981

County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

Required Copy to:

Required Copy to:

Richard Neill, Jr., Esq.
Neill Griffin Marquis Osking, PLLC

Sarah Woods, Esq.
County Attorney

311 S. Second Street, Suite 200
Fort Pierce, Florida 34957

2401 S.E. Monterey Road
Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier on or the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

20. TERMINATION

20.1. This Agreement may be terminated, prior to the initial term of the Lease, by the TRUSTEES if the TRUSTEES ceases to operate the Facility upon one (1) year prior written notice to the County.

20.2. At the end of the term of this Lease or upon termination of this Lease, including any and all renewals, or upon abandonment of the educational use of the Leased Premises and improvements thereon by the Trustees, such improvements shall become County property.

21. RECORDATION

This Lease shall be recorded in the Official Records of Martin County, Florida.

22. AMENDMENT

This Agreement may be amended only by written agreement of the parties.

23. EXECUTION

This Lease may be executed in any number of counterparts, each of which shall be an original.

24. ENTIRE AGREEMENT

This Lease constitutes the sole and entire agreement of the parties to this Lease with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE and the MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS have executed this Lease as of the Effective Date hereof.

[SIGNATURES ON NEXT PAGE]

62041618;1

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

[SEAL]

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

WITNESS:

Suzanne Parsons
Signature

Suzanne Parsons
Print Name

Theresa Lynch
Signature

Theresa Lynch
Print Name

[Signature]
CHAIR

[Signature]
PRESIDENT

COPIES

STATE OF FLORIDA

County Of St. Lucie

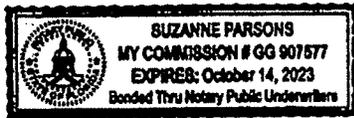
The foregoing instrument was acknowledged before me this 22nd day of February 202², by Sandra Krischke and Timothy E. Moore, Ph.D., Chairman and President, respectively, of the District Board of Trustees of Indian River State College, a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that such instrument is the act and deed of such corporation.

WITNESS my hand and official seal at IRSC, St. Lucie, County, Florida, this 22nd day of February 202².

Suzanne Parsons
Notary Public

My commission expires: 10/14/23

(SEAL)



62041618:1

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS OF
MARTIN COUNTY, FLORIDA

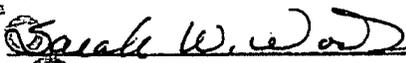
ATTEST


 Carolyn Timmann, Clerk of
 the Circuit Court and Comptroller



 Doug Smith, Chairman

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY



 Sarah W. Woods, County Attorney

COPY

COPY

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-052.DWG | M.C. PROJ. NO. 21-052

SHEET NO. 1 OF 4

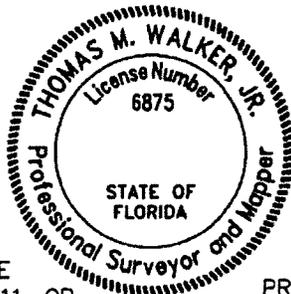
EXHIBIT A

SURVEYOR'S NOTES

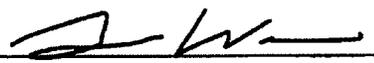
1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON BOUNDARY SURVEY OF C-44 PROJECT MARTIN COUNTY PARK & FLOWAGE EASEMENT, SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST & SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, DATED MARCH 2007, FILE & DRAWING NUMBER 06-1068-04-01 BY GCY INCORPORATED.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY, CONSISTING OF SHEETS 1, 2, 3 AND 4, SHEET 4 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS SOUTH 89°51'14" WEST ALONG THE NORTHERLY SECTION LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST OF SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: DB=DEED BOOK, FPL=FLORIDA POWER AND LIGHT, PCN=PARCEL CONTROL NUMBER, PG=PAGE, ORB=OFFICIAL RECORDS BOOK, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SFWMD=SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

 = BREAKLINE
  = QUARTER SECTION CORNER
  = SECTION CORNER

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.



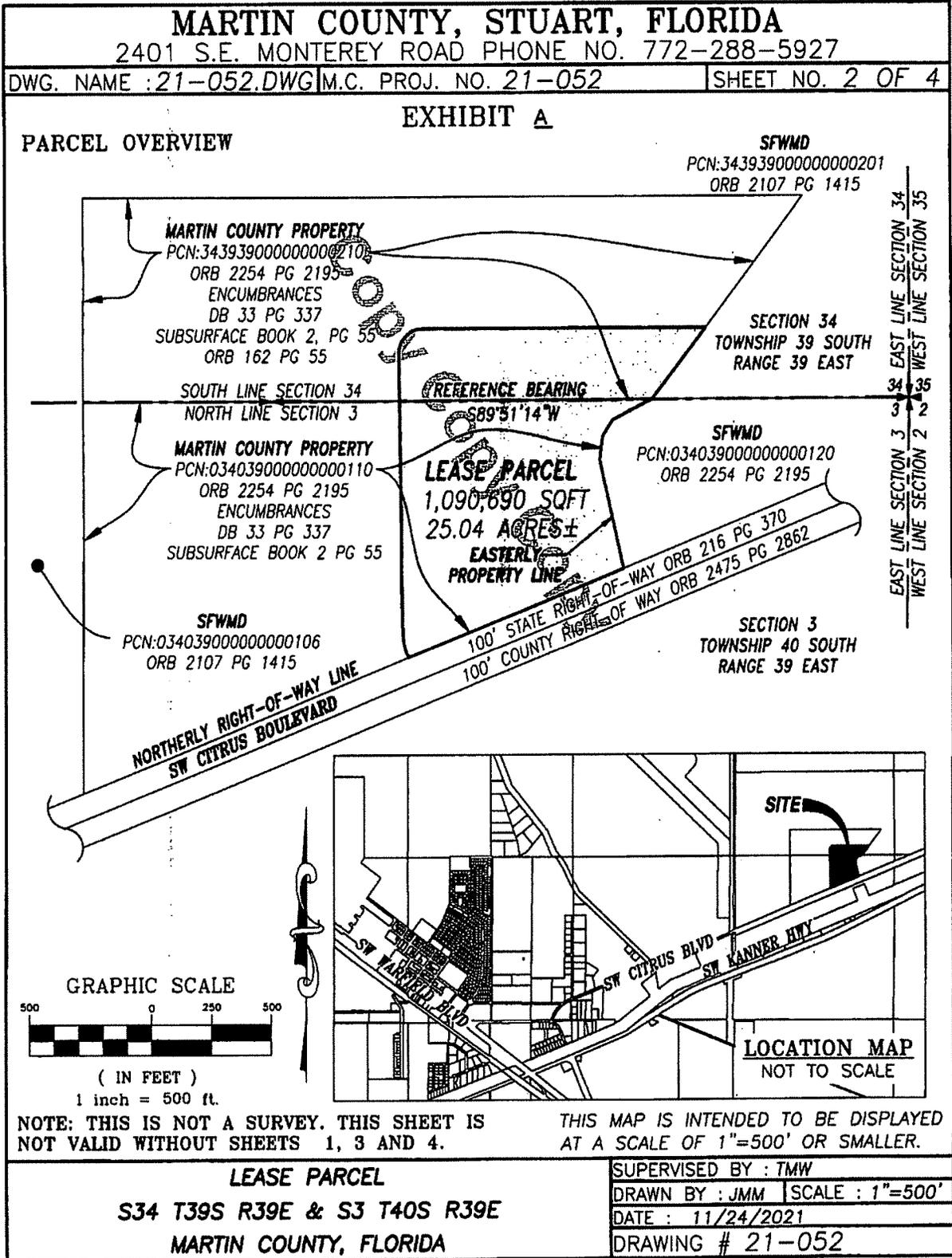
**SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE**


 THOMAS M. WALKER, JR., P.S.M.
 MARTIN COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. P.S.M. 6875
 DATE: JAN 10 2022

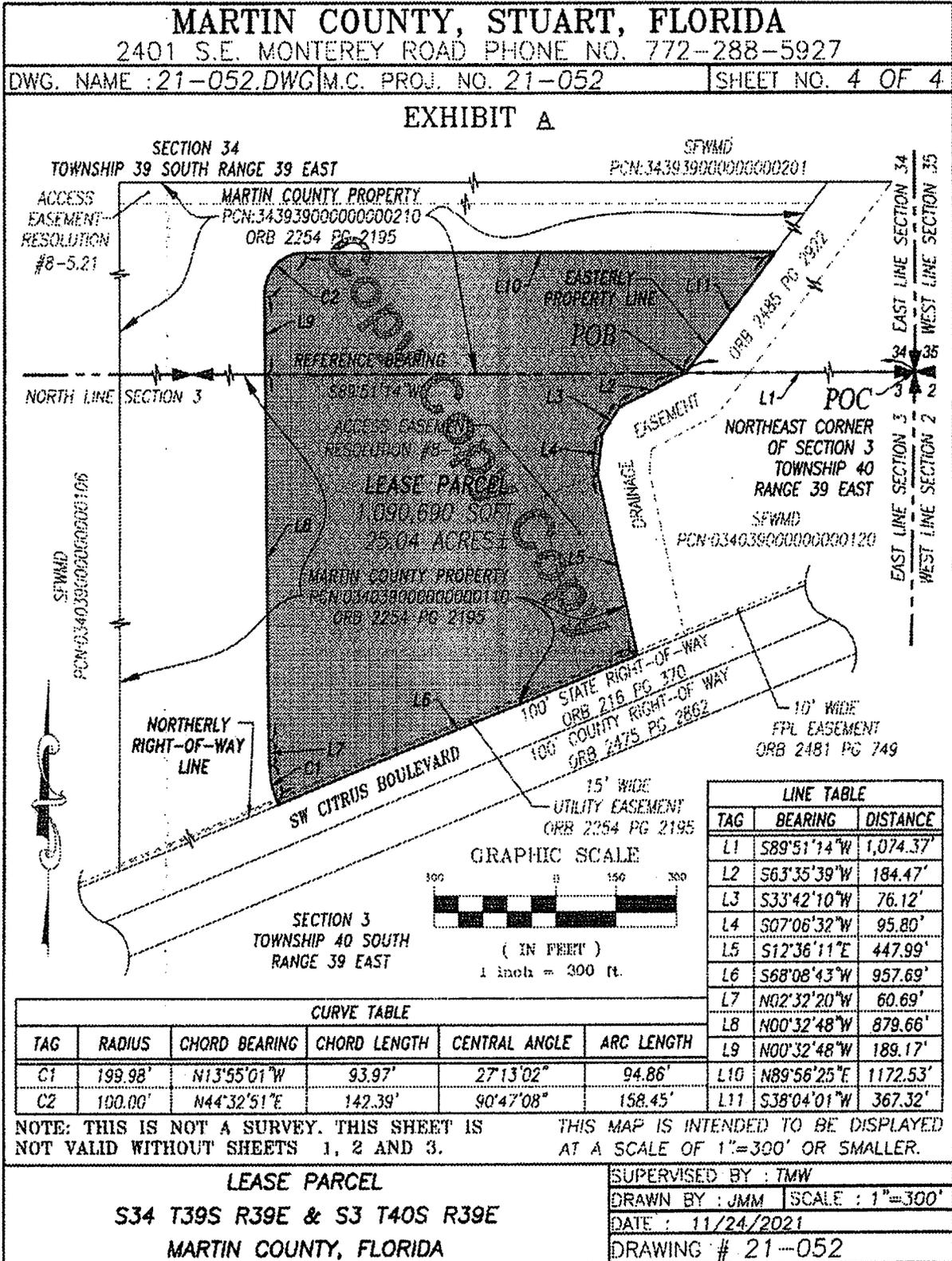
LEASE PARCEL

**S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW	
DRAWN BY : JMM	SCALE : N/A
DATE : 11/24/2021	
DRAWING # 21-052	



MARTIN COUNTY, STUART, FLORIDA	
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927	
DWG. NAME : 21-052.DWG M.C. PROJ. NO. 21-052	SHEET NO. 3 OF 4
EXHIBIT A	
DESCRIPTION	
<p>A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°51'10" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1,074.37 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 2195, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 63°35'39" WEST ALONG THE SAID EASTERLY PROPERTY LINE, A DISTANCE OF 184.47 FEET TO A POINT; THENCE SOUTH 33°42'10" WEST, A DISTANCE OF 76.12 FEET TO A POINT; THENCE SOUTH 07°06'32" WEST, A DISTANCE OF 95.80 FEET TO A POINT; THENCE SOUTH 12°36'11" EAST, A DISTANCE OF 447.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW CITRUS BOULEVARD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 370, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, DEPARTING SAID EASTERLY LINE, SOUTH 68°08'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 957.69 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 199.98 FEET, A CHORD BEARING OF NORTH 13°55'01" WEST AND A CHORD LENGTH OF 93.97 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°13'02", A DISTANCE OF 94.86 FEET TO A POINT; THENCE NORTH 02°32'20" WEST, A DISTANCE OF 60.69 FEET TO A POINT; THENCE NORTH 00°32'48" WEST, A DISTANCE OF 879.66 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE CONTINUE NORTH 00°32'48" WEST, A DISTANCE OF 189.17 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 44°32'51" EAST AND A CHORD LENGTH OF 142.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'08", A DISTANCE OF 158.45 FEET TO A POINT; THENCE NORTH 89°56'25" EAST, A DISTANCE OF 1172.53 FEET TO A POINT OF INTERSECTION WITH SAID EASTERLY PROPERTY LINE; THENCE SOUTH 38°04'01" WEST ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 367.32 FEET TO THE POINT OF BEGINNING.</p> <p>SAID PARCEL CONTAINS 1,090,690 SQUARE FEET (25.04 ACRES) MORE OR LESS.</p>	
<p>NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2 AND 4.</p>	
<p>LEASE PARCEL</p> <p>S34 T39S R39E & S3 T40S R39E</p> <p>MARTIN COUNTY, FLORIDA</p>	<p>SUPERVISED BY : TMW</p> <p>DRAWN BY : JMM SCALE : N/A</p> <p>DATE : 11/24/2021</p> <p>DRAWING # 21-052</p>





TOPIC: Issue Notice of Award and Construction Agreement to Paul Jacquin & Sons, Inc. for RFP #25/26-05 for Phase III of the N Building, Science Center remodeling project on the Massey Campus

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department, in partnership with Spiegle Architectural Group, has completed the Request for Proposals (RFP) 25/26-05 process for Phase III of the N Building remodeling project. Proposals were received from six qualified firms:

RFP 25/26-05 N Building Phase 3								
	Criteria	Max Pts.	Quest Contracting LLC	H.A. Contracting Corp	LEGO Construction	MH Williams Construction	Paul Jacquin and Sons	RC Stevens Construction
PQ1:	Qualifications and Past Projects	20	12.88	14.88	17.38	16.00	18.63	12.88
PQ2:	Detailed Proposed Timeline for Phase I, II, III	30	25.13	22.50	21.88	22.00	27.13	18.25
PQ3:	Detailed Proposal	10	8.13	6.63	6.75	6.88	8.88	6.13
PQ4:	Identified Prices for Phase I, II, III	40	23.63	29.88	33.13	34.13	29.13	36.88
	TOTAL	100	69.75	73.88	79.13	79.00	83.75	74.13
	RANKING		6	5	2	3	1	4



Following a comprehensive review and scoring process conducted by the evaluation committee, Paul Jacquin and Sons, Inc. was identified as the most qualified bidder. The Facilities Department requests the Board's approval of the N-Building Phase III, Notice of Award and Construction Agreement.

ALTERNATIVE(S): N/A

FISCAL IMPACT: \$8,968,372.06

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **01/27/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at **PO Box 4343 Fort Pierce, FL 34948** in connection with the construction of the following described project: **IRSC N- Building Renovation (RFP #25/26-05) Phase 3**, located at **IRSC- Massey Campus at 3209 Virginia Avenue. Fort Pierce, FL 34981**, complete with all work appurtenant thereto as further specified in Proposal Dated, January 5th, 2026- Per RFP # 25/26-05 N-Building Renovations Phase 3 marked Exhibit A and Schedule of Values marked Exhibit B.

In consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties agree as follows:

1.00 SCOPE OF THE WORK. The Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, and other construction accessories, services, and facilities specified or required to be incorporated in and form a permanent part of the completed work. In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents, as defined in the attached General Contract Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in and covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

College or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit A, or additional services must be in accordance with the provisions of the College's policies and procedures, and must be contained in a written amendment or change order, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

2.00 THE CONTRACT DOCUMENTS. The Contract Documents shall consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in Section 1.00 of the General Contract Conditions as fully as if they were set forth in this Agreement in full.

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **4/17/2026** and to fully complete all work

by no later than 8/1/2026

4.00 LIQUIDATED DAMAGES. The Contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time. The Contractor further agrees that his failure to substantially complete the work within the time allowed shall be considered as a breach of the Agreement and entitle the Owner to collect liquidated damages for the delay in completion of the sum of **One-Thousand and No/100 Dollars (\$1,000.00)** for each calendar day that elapses between the date set forth in Section 3.00 of this Agreement, as extended in accordance with the General Contract Conditions, and the date of substantial completion of the Project.

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Eight-Million Nine-Hundred Sixty-Eight Thousand Three-Hundred Seventy-Two and 6/100 Dollars (\$8,968,372.06)** (“Contract Sum”), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

Contractor shall be entitled to invoice College on a monthly basis for services performed set forth in the Fee Schedule referenced hereinto as Exhibit “B”. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by COLLEGE.

All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6.00 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall make such inspection, and when the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefor, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid. Final payment shall be made following the procedures set forth in the Contract Documents.

7.00 REPRESENTATIONS. The Contractor shall not extend the credit or faith of the

Owner to any other persons or organizations. Contractor hereby represents to college, with full knowledge that College is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

8.00 BINDING EFFECT. This Agreement shall be legally binding upon the heirs, personal representatives, successors, and assigns of the respective parties. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.00 SEVERABILITY. If any provisions of this Agreement are finally determined by a court of competent jurisdiction to be in violation of any statute or rule of law, then such provisions shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

10.00 WAIVER. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.

11.00 ENTIRE AGREEMENT. This Agreement, together with the Contract Documents as defined in Section 2.00 herein, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto. This Agreement represents the entire and integrated agreement between the College and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.00 COUNTERPARTS. This Agreement may be executed in several counterparts. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile, email or scanned signatures shall be as valid as the original.

13.00 GOVERNING LAW. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in State of Florida. This transaction shall be governed by the laws of the State of Florida.

14.00 ATTORNEYS' FEES. In the event it becomes necessary for either party to enforce any provisions or breach of this Agreement by commencing litigation, if Owner is the prevailing party in such action, Owner shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

15.00 NOTICES. All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed given when personally delivered or when deposited in the United States certified mail, postage prepaid and addressed to the parties at the address set forth below:

If to Owner:

Indian River State College
Attn: Madyson Klipstine
Procurement Agent
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596

With a Copy to:

Indian River State College
Attn: Tony Quinn
Associate Vice President of Capital Planning,
Projects, Facilities, and Procurement
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596

16.00 SERVICES. Contractor shall perform all services in this contract in compliance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirements standards to receive federal reimbursement funding. The Contractor must comply with 2 CFR 200.318 (J) (2), regarding time and materials contracts. Specifically, a "non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk." Further, the Parties acknowledge the following federal requirements:

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

~~(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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.

If to Contractor, then to the individual at the address set forth in the signature block below. Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written and shall extend to and bind the parties, their successors, assigns, and personal representatives.

SINCE 1940

Exhibit A

JACQUIN & SONS

CONSTRUCTION

info@pjsi.com | 772.465.2475



RFQ 25/26-05

N-BUILDING RENOVATIONS PHASE 3

Prepared for Indian River State College
by Jacquin & Sons Construction, Inc.

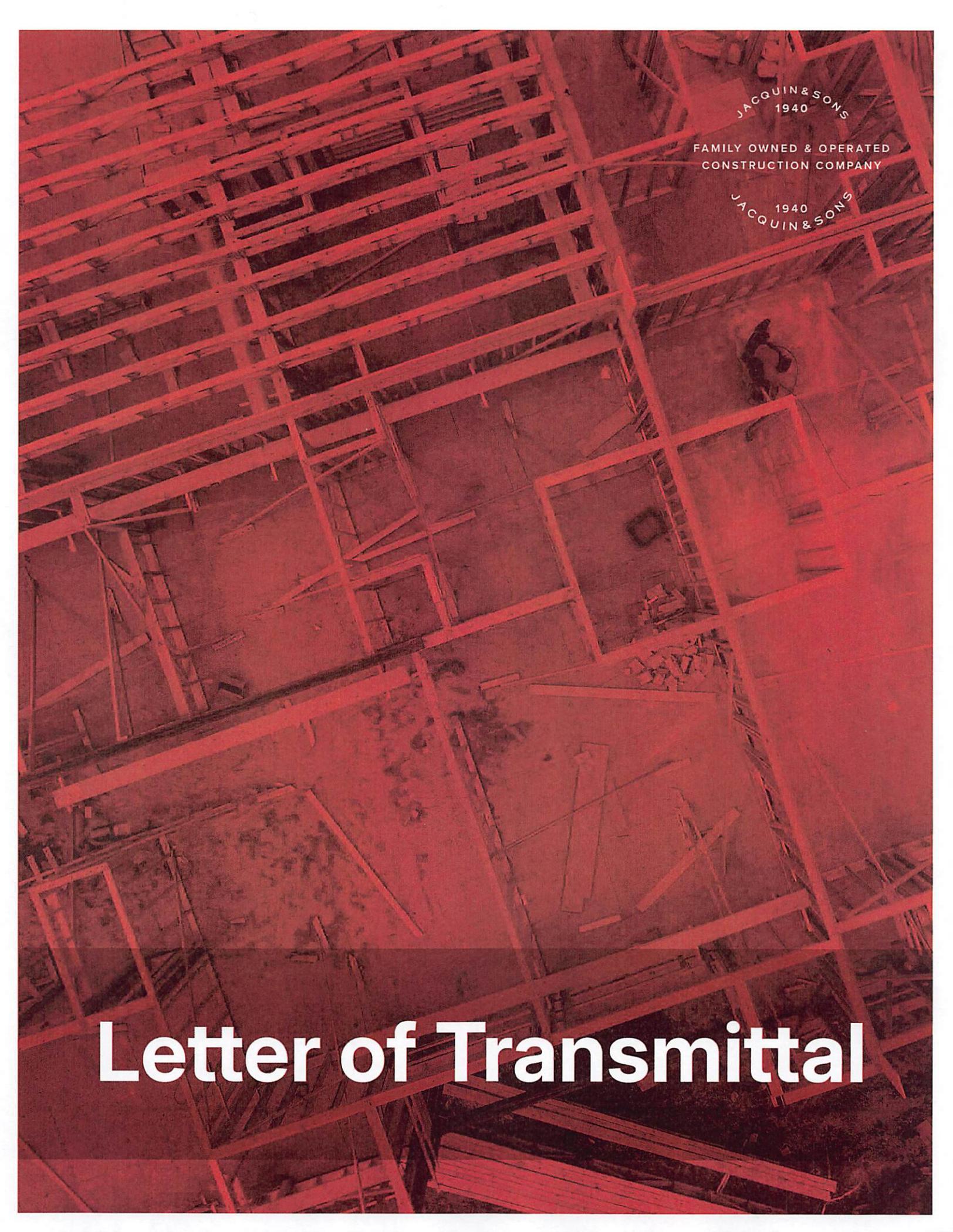


Indian River
State College

TABLE OF CONTENTS

1. Letter of Transmittal	3
2. Technical Proposal	5
3. Required Forms	20
4. Appendices	26





JACQUIN & SONS
1940

FAMILY OWNED & OPERATED
CONSTRUCTION COMPANY

JACQUIN & SONS
1940

Letter of Transmittal



Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Madyson Klipstine
Procurement Agent

RE: Letter of Transmittal and Summary of Qualifications

Dear Ms. Klipstine:

On behalf of Jacquin & Sons Construction, we are pleased to submit our proposal in response to the Request for Proposals for professional services. We appreciate the opportunity to be considered and present this Letter of Transmittal along with a summary of our qualifications and proposed project team.

Jacquin & Sons Construction has served the Treasure Coast for 85 years and proudly delivered projects that reflect the unique needs of our clients, balancing functionality, quality, and sustainability. Our firm's approach emphasizes accuracy, transparency, and continuity of service from inception through closeout.

Our proposed representatives for this engagement bring proven experience in procurement compliance, scheduling, construction oversight, and client communication.

- Cole Singley, Project Manager – Primary Representative: Responsible for contract administration, coordination with your procurement office, and overall engagement management.
- Michael Jacquin – Project Executive: Provides executive oversight, resource alignment, and issue resolution.
- Support Staff: Includes superintendents, estimators, schedulers, and administrative personnel who will support deliverables, reporting, and field coordination.

This team has worked extensively on public-sector assignments requiring strict adherence to regulatory requirements, procurement statutes, and defined performance standards. Collectively, they offer a high level of readiness and familiarity with the expectations outlined in the RFP.

We hereby affirm our unconditional acceptance of all terms and conditions in the RFP and the Professional Services Agreement. We acknowledge receipt of all amendments and addenda issued and confirm that we take no exceptions to any requirements. Additionally, Jacquin & Sons Construction agrees that our proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.

We look forward to the opportunity to partner with Indian River State College and are prepared to begin work immediately upon award. Please contact me at 772-465-2475 or Michael.Jacquin@pjsi.com with any questions or if further information is needed.

MICHAEL JACQUIN
President
Jacquin & Sons, Inc.





JACQUIN & SONS
1940

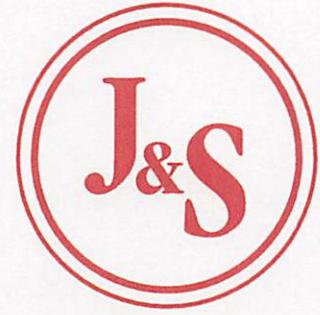
FAMILY OWNED & OPERATED
CONSTRUCTION COMPANY

JACQUIN & SONS
1940

Technical Proposal

QUALIFICATIONS OF THE FIRM

Summary of qualifications and experience to show competence in providing the scope of services.



1940

ESTABLISHED

1975

INCORPORATED

500+

PROJECTS COMPLETED

3,100+

WORKERS EMPLOYED

Time in Business

Jacquin & Sons is a privately held corporation established in 1940 and incorporated in 1975. Jacquin & Sons Construction is a five-generation, family-owned company rooted in Florida's Treasure Coast. Founded by Paul John Jacquin, the company was built on honesty, hard work, and integrity, values that continue to guide every project. For over eight decades, we've earned a reputation for reliability, craftsmanship, and commitment to our community.

Organizational Structure

Jacquin & Sons has assembled an outstanding team of key personnel and staff. Led by Project Manager Cole Singley, who will provide a clear line of communication between the Owner, Architect/Engineer, and the entire project team. Mr. Singley and the Jacquin team will be involved in all phases of the project through completion of the warranty phase, ensuring continuity throughout.

ABOUT J&S

Built on Legacy, Driven by Results

Jacquin & Sons Construction is a five-generation, family-owned company rooted in Florida's Treasure Coast. Founded in 1940 by Paul John Jacquin, the company was built on honesty, hard work, and integrity, values that continue to guide every project. Over eight decades, we've earned a reputation for reliability, craftsmanship, and commitment to our community.

As a local builder, our focus stays on the markets where we live and work. This focus allows us to dedicate our full attention and resources to each client. Many of our team members have been with us for decades, creating consistency, deep technical knowledge, and pride in every job we complete.

Jacquin & Sons is proud to contribute to projects that improve our shared environment and community spaces. Our reputation has been built through trust, long-term relationships, and a dedication to the Treasure Coast. **No one builds with the same level of commitment and care for this region as we do.**

Active Business Venues

Jacquin & Sons serves clients across Florida's Treasure Coast, including St. Lucie, Indian River, Martin, and Okeechobee Counties. Our local presence and relationships with subcontractors, suppliers, and permitting authorities allow us to streamline coordination and control costs while maintaining compliance.

- ✓ Currently working with IRSC
- ✓ Proven relationships with IRSC staff
- ✓ Familiar with IRSC standards
- ✓ Local staff available for all projects
- ✓ Guaranteed local participation



It's not just the build that matters, it's the success of the client that drives us.

Cole Singley
MAIN CONTACT

772.465.2475

7348 Commercial Cir.
Fort Pierce, FL 34951

OUR APPROACH

**At Jacquin & Sons,
We Build More Than
Projects, We Build
Lasting Relationships.**

Jacquin & Sons understands the importance of delivering high-quality, efficient, and cost-effective construction management services that align with the client's goals. Our approach emphasizes collaboration, transparency, and proactive communication from start to finish. By integrating our team with the client's staff, architects, and engineers, we ensure alignment and accountability at every stage.

Approach and Methodology

Our process focuses on hands-on management, detailed scheduling, and strict quality control. We identify challenges early to prevent delays or cost overruns and keep communication open with all stakeholders.

Our typical project management phases include:

Preconstruction: Review of project scope, design, and budget for feasibility.

Construction Management: On-site supervision, subcontractor coordination, and schedule tracking with digital management tools.

Quality and Safety Oversight: Continuous monitoring to maintain top standards.

Closeout: Comprehensive documentation and follow-up to ensure complete satisfaction.

Teamwork That Delivers

At Jacquin & Sons, every project is a team effort. With low turnover, strong collaboration, and a shared commitment to success, we anticipate needs and deliver results you can rely on.

Organizational Structure

Our structure is designed for flexibility and responsiveness. Each project is led by a dedicated Project Manager who oversees daily operations and reports to company leadership. Experienced superintendents and support staff coordinate closely to maintain efficiency, safety, and quality. Local decision-making ensures quick responses and clear accountability.

Comprehensive Services, Every Step of the Way

From managing diverse building types to overseeing every phase of construction, we provide complete, end-to-end solutions tailored to your needs. Whether your project is just starting, at a critical midpoint, or nearing completion, our expertise ensures seamless execution at every stage.

Tools That Keep Us Ahead

We leverage PROCORE software and 360 and drone photography to provide clear updates and ensure seamless collaboration, keeping your project on track every step of the way.

Risk Assessment and Mitigation

Construction projects carry risks from material delays to unforeseen site conditions. Jacquin & Sons addresses these risks through early planning, clear communication, and strong oversight.

Identification: Detailed project reviews to uncover potential challenges.

Mitigation: Redundant suppliers, adaptive scheduling, and real-time coordination tools.

Accountability: Direct leadership involvement to ensure quick resolution of issues.

Our local experience helps us anticipate regional challenges such as permitting or weather impacts. This allows us to adjust schedules and maintain progress without compromising quality.

SINCE 1940

**JACQUIN
& SONS**
CONSTRUCTION

SIMILAR PROJECTS

At Jacquin & Sons, our projects are a testament to our commitment to quality, precision, and community impact. Over the past 85 years, we've completed a wide range of commercial construction projects, from large-scale public infrastructure to specialized facilities.



1. IRSC BLDG N PHASE 1 & 2

Similarities

- Fast Track
- Phased Construction on Occupied Site
- Owner Direct Purchase
- Same Overall Scope as Phase 3



2. MCSD BOARD ROOM RENOVATIONS

Similarities

- Full Renovation
- Upgrades to Mechanical/Electrical
- Owner Direct Purchase
- Occupied Site



3. FOREST GROVE MIDDLE SCHOOL HVAC REPLACEMENT

Similarities

- Installation of Chilled Water Lines
- AHU, VAVs, VFDs
- Door Install/Reinstall
- Phased Construction on Occupied Site

BUILDING N RENOVATIONS PHASE 1 & 2

Port St. Lucie

VALUE

\$7,481,511

SCHEDULE

Apr. 2025 - Aug. 2025

SIZE

19,349 sf

CONTRACT TYPE

Construction Management at Risk

PROJECT TEAM

OWNER

Indian River State College
Tony Quinn
(772) 462.7357

ARCHITECT

Spiezle Architectural Group, Inc.

PROJECT STAFF

Michael Jacquin

Project Executive

Cole Singley

Project Manager

Jody Modine

Superintendent



WE ARE THE CM WHO COMPLETED THE LAST TWO PHASES OF BUILDING N RENOVATIONS

The project involved the demolition and renovation of existing science, chemistry, and physics laboratories, along with associated office spaces, restrooms, and the atrium, to create updated, high-performing academic environments. Improvements included the installation of new laboratory cabinetry with durable epoxy countertops, upgraded air conditioning and plumbing systems, and the integration of energy-efficient LED lighting throughout. The completed renovations provide modernized instructional spaces that support hands-on learning, safety, and long-term operational efficiency.

SCOPE SIMILAR TO YOUR PROJECT

-  **Fast Track Renovation Project**
-  **Phased Construction on Occupied Site**
-  **Same Overall Scope as Phase 3**



MCSD BOARDROOM RENOVATIONS

Stuart

VALUE

\$5,497,900

SCHEDULE

April 2022 - August 2023

SIZE

28,834 SF

CONTRACT TYPE

Construction Management at Risk

PROJECT TEAM

OWNER

Martin County School District
Mark Sechrist
(772) 219-1200
msechrist@martinschools.org

ARCHITECT

Harvard Jolly Architecture

PROJECT STAFF

Michael Jacquin

Project Executive

John Dixon

Project Manager

Jody Modine

Superintendent



This project involved transforming a former newspaper warehouse into the School District's new boardroom. The project included the construction of dedicated office spaces, restrooms, and breakout rooms to support meetings and conferences, along with complete upgrades to the mechanical, electrical, and plumbing systems. Exterior improvements and a new roofing system were also completed, enhancing both the building's performance and appearance. The result is a professional, purpose-built environment designed to support the District's leadership, collaboration, and long-term operational needs.

SCOPE SIMILAR TO YOUR PROJECT



Full Renovation



Upgrades to Mechanical/Electrical



Owner Direct Purchases



Occupied Site



SLPS FOREST GROVE HVAC REPLACEMENT

Fort Pierce, FL

VALUE

\$7,604,184

SCHEDULE

May 2023 - June 2024

SIZE

45,000 sf

CONTRACT TYPE

Construction Management at Risk

PROJECT TEAM

OWNER

St. Lucie Public Schools
Anthony Rake
(772) 340.7179
anthony.rake@stlucieschools.org

ARCHITECT

OCI Associates
Art Munns, CxA
407.332.5110
amunns@ociassociates.com

PROJECT STAFF

Michael Jacquin

Project Executive

Jared Modine

Project Manager

Chris Pallon

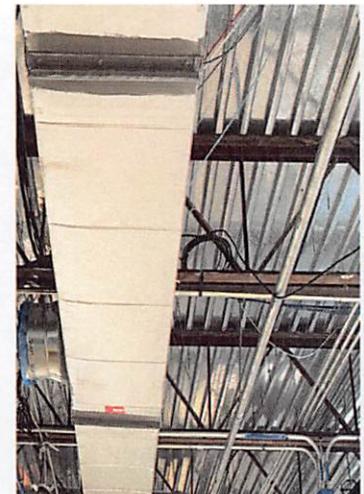
Superintendent



The project consisted of a comprehensive mechanical and interior upgrade designed to improve building performance and occupant comfort. Scope of work included the installation of new chiller line piping, pumps, and valves, along with enhanced air purification systems, air handling units (AHUs), variable air volume (VAV) systems, and variable frequency drives (VFDs). Interior improvements were completed with new ceilings, flooring, and finishes, including painting throughout the space. Together, these upgrades modernized the facility's infrastructure, improved energy efficiency, and created a refreshed, more comfortable interior environment.

SCOPE SIMILAR TO YOUR PROJECT

- ✓ Installation of Chilled Water Lines
- ✓ AHU, VAVs, VFDs
- ✓ Door Install/Reinstall
- ✓ Phased Construction on Occupied Site



LITIGATION AND CONTRACT HISTORY



Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

December 16, 2025

RE: Claims or Litigation

Jacquin & Sons Construction has not been involved with litigation in which our firm has been party to legal action (including arbitration, administrative proceedings, etc.) or lawsuits during the last 5 years involving a single client for claims in excess of \$50,000.

Jacquin & Sons Construction has not had any projects within the last 5 years where liquidated damages, penalties, liens in excess of \$50,000, defaults, cancellations of contract or termination were imposed, sought to be imposed, threatened or filed against our organization.

It is our company policy to resolve conflicts before they reach the litigation stage. We do this with teamwork and through open communication with Owners, Subcontractors and Suppliers.

Sincerely,

A handwritten signature in black ink, appearing to read "MJ", is written over a light blue circular stamp.

MICHAEL JACQUIN
President
Jacquin & Sons Inc

PROJECT REFERENCES

REFERENCE 1

Company Under Review: Jacquín and Sons Construction RFQ No. 25-085 CMAR Tax Collector

Company Providing Reference: Martin County School District

Name of Person Providing Reference: Mark Sechrist

Telephone: 772-219-1200 Ext 30221 E-mail: sechrim@martinschools.org

Name of Project Completed/Held for Referenced Company: MCSD Boardroom Improvements

Team Members for this Project: Chris Singley, John Dixon

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Project was located at the existing School District Office Building, 1939 SE Federal Highway, Stuart, Florida 34994; Constructing a New SDO Board Room within an existing warehouse space & Exterior Finishes and Roof to the SDO Bldg. in accordance with the project manual specifications and plans, in accordance with the Architect's Construction Documents, Project Manual specifications, and drawings.

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good 5=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar projects.	5	
4.	Rate the firm's interactive capability with your staff.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	5	
6.	Rate the overall quality of the work, and specific work on similar projects.	5	
7.	Rate the comfort and confidence you had in the firm.	5	
8.	If you have a similar contract to undertake in the future, would the firm be considered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Additional comments: _____

The company & staff were very professional and worked well with staff. They navigated the project well, that was located on an active School District site.

REFERENCE 2

Company Under Review: Jacquin and Sons Construction RFQ No. 25-085 CMAR Tax Collector

Company Providing Reference: St. Lucie Public Schools

Name of Person Providing Reference: Matthew Weber

Telephone: 772-216-4342 E-mail: Matthew.Weber@stlucieschools.org

Name of Project Completed/Held for Referenced Company: SLPS Administration Building

Team Members for this Project: Michael Jacquin, Chris Singley, Jody Modine, Chris Pallon and team.

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Jacquin & Sons was selected for the construction of a new 110,000 SF, 3-story, administrative building with a budget of \$22m. They performed construction management services during the preconstruction and construction phases as well as continued to provide support post occupancy.

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good 5=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar projects.	5	
4.	Rate the firm's interactive capability with your staff.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	5	
6.	Rate the overall quality of the work, and specific work on similar projects.	5	
7.	Rate the comfort and confidence you had in the firm.	5	
8.	If you have a similar contract to undertake in the future, would the firm be considered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Additional comments: _____

Jacquin & Sons has been a long standing partner to St. Lucie Public Schools and I would
 highly recommend them for any projects.

REFERENCE 3

Company Under Review: Jacquin & Sons Construction RFQ No. 25-066

Company Providing Reference: St. Lucie Public Schools

Name of Person Providing Reference: Anthony Rake, Sr Project Manager, Facilities

Telephone: 772-340-7179 E-mail: Anthony.Rake@stlucieschools.org

Name of Project Completed/Held for Referenced Company: Forest Grove Middle School & Mariposa Elementary School HVAC Retrofit

Team Members for this Project: Chris Singley, Executive; Jared Modine, PM (FGMS) Jeremiah Johnson, PM (MPE); Chris Pallon, Superintendent (FGMS); Brett Jacquin Assistant Super (FGMS); Jody Modine Superintendent (MPE); Alyssa Modine, Project Accounting

Describe the scope of work of the contract awarded by your company/agency to this contractor: Campus wide HVAC Retrofit including replacement of HVAC Equipment, Ductwork, New ACT Ceilings, LED Lighting Upgrades and Miscellaneous Interior Renovations

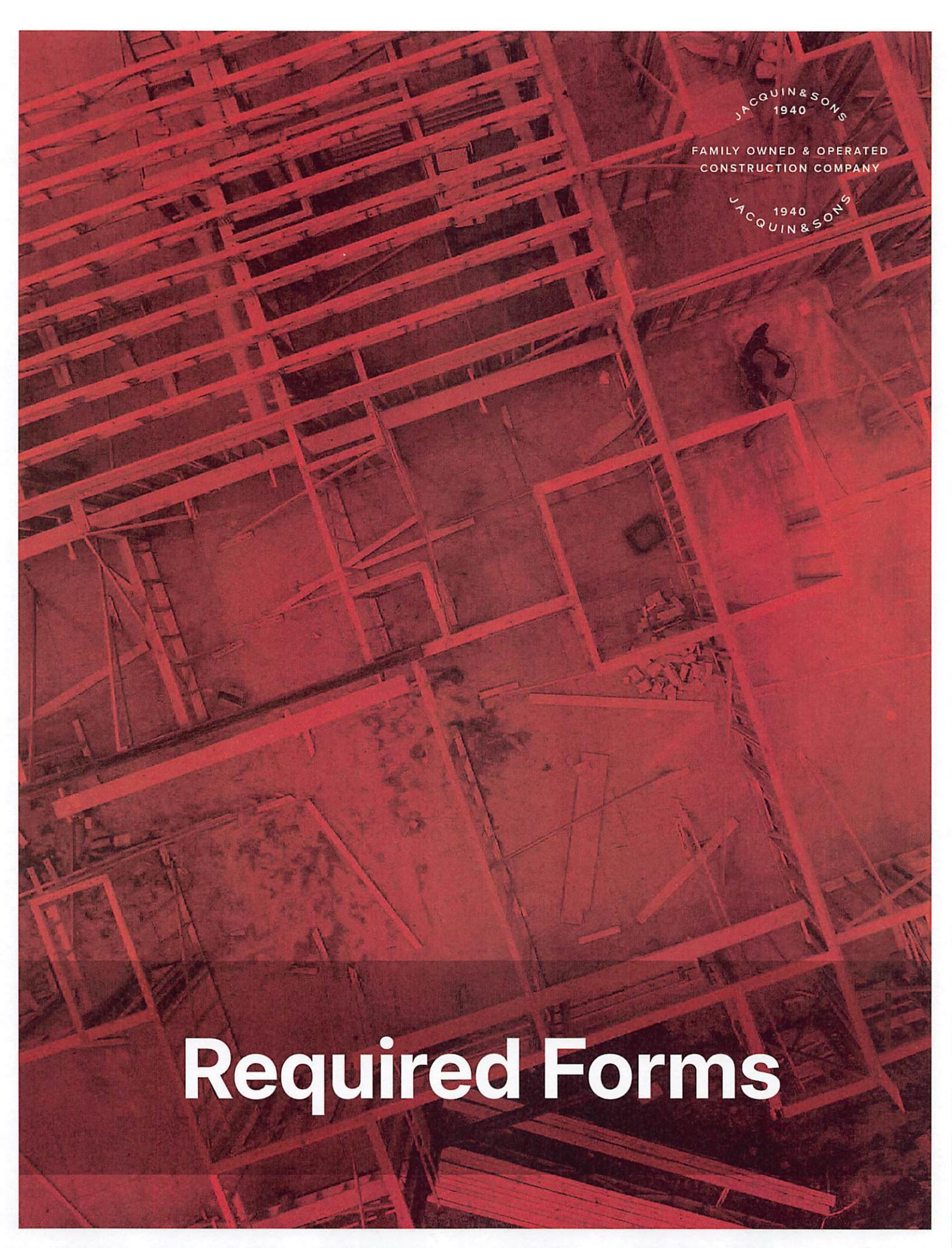
4904-5433-6828 v.3

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good 5=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Team members have been with Firm for many years and have completed numerous project for SLPS.
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar projects.	5	Team was able to work on an occupied campus with minimal disruptions and inconveniences.
4.	Rate the firm's interactive capability with your staff.	5	Team was participatory and creative in phasing work areas to accommodate operations.
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	5	Field team's planning was exemplary and project was completed within the GMP.
6.	Rate the overall quality of the work, and specific work on similar projects.	5	Quality of final work product was great and team remained dedicated to the project until final completion.
7.	Rate the comfort and confidence you had in the firm.	5	Tremendously confidence with this team is derived from long term work relationships and synergistic approach.
8.	If you have a similar contract to undertake in the future, would the firm be considered?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional comments: The Jacquin Team has always come through for St Lucie Public Schools.



JACQUIN & SONS
1940

FAMILY OWNED & OPERATED
CONSTRUCTION COMPANY

1940
JACQUIN & SONS

Required Forms

FORM 1 – PROPOSER’S CONTACT INFORMATION AND CERTIFICATION

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request For Proposal (RFP); and further, that the items of materials and/or services to be rendered by my company do meet the minimum specifications as set forth in this RFP.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, company, or persons submitting a proposal for the same materials, supplies, equipment, or services and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this document.



Authorized Representative’s Signature

Michael Jacquin

Printed Name

President

Title

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name Jacquin & Sons Construction

Provide in this section a statement disclosing any past, ongoing or potential conflicts of interest that your firm, proposed staff, or any subcontractors may have as a result of performing this work.

If there is no conflict of interest then provide such statement in this section.

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Proposer entered into an Agreement with the Indian River State College in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

Jacquin & Sons Construction has no past, present, or foreseeable conflicts of interest with respect to the services described. Neither the firm, its staff, nor any subcontractors have relationships or interests that would impair objectivity or create a conflict in performing this work.

Jacquin & Sons Construction
Name of Proposer's Organization



12/17/25

Signature of Authorized Representative and Date

Michael Jacquin
Print Name

FORM 3 - NON-COLLUSION CERTIFICATION

STATE OF Florida
COUNTY OF St. Lucie

I state that I Michael Jacquin, President of Jacquin & Sons Construction,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Jacquin & Sons Construction, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this 17 day of December 2025.
Name of Organization: Jacquin & Sons Construction
Signed by: 
Print Name: Michael Jacquin

FORM 4 - STATEMENT OF NO INVOLVEMENT

I, Michael Jacquin, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the College to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work, if applicable.

Jacquin & Sons Construction
Name of Proposer's Organization

 12/17/25
Signature of Authorized Representative and
Date

Michael Jacquin
Print Name

FORM 5 – ADDENDA ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Proposer has reviewed, complied with and/or accepted all Addenda to the solicitation.

Please list all Addenda below.

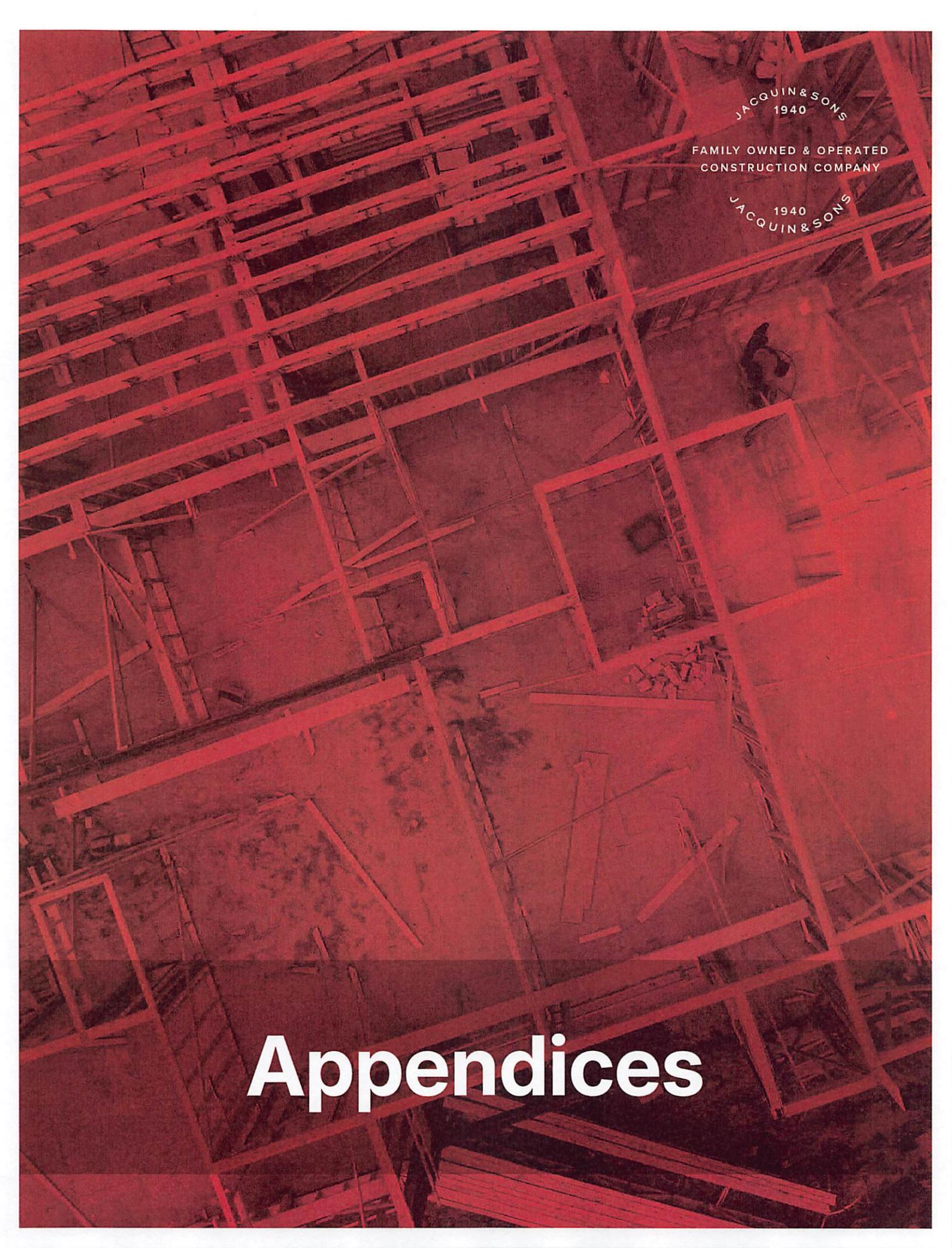
Addendum #1 12/18/25

Addendum #2 12/22/25

Jacquin & Sons Construction
Name of Proposer's Organization

Chris D. Singley 1/2/26
Signature of Authorized Representative and
Date

Chris D. Singley
Print Name



JACQUIN & SONS
1940

FAMILY OWNED & OPERATED
CONSTRUCTION COMPANY

JACQUIN & SONS
1940

Appendices

PROJECT TEAM MANAGEMENT

Onsite operations will be overseen by Project Manager Cole Singley, who will manage all day-to-day activities. Cole will serve as the main point of contact for project-specific matters and will be fully stationed on-site, coordinating all field operations with our onsite staff as well as daily communication with subcontractors and vendors.



COLE SINGLEY

Primary Point of Contact

- ◆ Cole.Singley@PJSI.com
- ◆ 772.618.5255

- ◆ **WEEKLY MEETINGS:** Weekly meetings with owners provide detailed cost updates and ensure transparency throughout the project.
- ◆ **COST MONITORING:** Project costs are tracked and reported biweekly to maintain budget control and identify any potential issues early.
- ◆ **DOCUMENT TRACKING:** All critical project documents are logged into our system with priority alerts to ensure deadlines are consistently met.
- ◆ **MONTHLY REPORTS:** Comprehensive project manuals are prepared and distributed to owners and architects monthly, offering a clear snapshot of progress and updates.
- ◆ **ONGOING OVERSIGHT:** Budgets and schedules are continuously reviewed and adjusted to ensure alignment with project goals.
- ◆ **FINANCIAL ACCOUNTABILITY:** Detailed financial reports are prepared monthly, including accounts receivable and payable, change order logs, material purchase orders, and subcontractor updates.
- ◆ **SAVINGS RETURN:** At project completion, a final change order is issued to return unused contingency funds and savings from direct material purchases to the owner, ensuring maximum value.



MANAGING SUBCONTRACTORS

Coordination with subcontractors will be supported through a structured set of tools and communication practices to ensure seamless project delivery. This includes daily check-ins with key critical-path trades, mandatory weekly onsite subcontractor coordination meetings, and the use of Procore to manage all project documentation. Procore's web-based platform provides real-time access to drawings, revisions, RFIs, submittals, and other project communications. Access is granted to the owner's representatives, design team, consultants, commissioning agents, subcontractors, and vendors, ensuring that all stakeholders stay informed and aligned throughout the project.



**DAILY
CHECK-INS**



**MANDATORY
WEEKLY
MEETINGS**



**PROCORE
TRACKING**



OCCUPIED SITES

Occupied sites require careful planning and coordination to minimize disruption to occupants, ensure safety, and maintain compliance with regulations. Special attention is given to noise control, dust management, access routes, and clear communication with all stakeholders to ensure smooth operations and minimal impact on daily activities.



COMMUNICATION

Clear and consistent communication is essential when working on an occupied site. All stakeholders must be informed about the project schedule, potential disruptions, and safety protocols. This includes the occupants, contractors, project managers, and building managers.



SCHEDULE

The project schedule must be carefully planned to minimize disruptions to the occupants. This may involve working outside of normal business hours or phasing the project to allow the occupants to continue using the building while work is ongoing.



NOISE & DUST CONTROL

Construction work can be noisy and dusty, which can be disruptive to the occupants. It is important to have measures in place to control noise and dust levels, such as using sound barriers and air filtration systems.



FLEXIBILITY

Finally, it is important to be flexible and adaptable when working on an occupied site. Unexpected issues can arise, and it is important to have contingency plans in place to deal with them quickly and efficiently.

SAFETY IS OUR PRIORITY

A safe job site is the foundation of every successful project. Our OSHA-trained and **Jessica Lunsford Act Certified** team, rigorous safety protocols, and continuous training ensure the highest standards of safety for everyone involved. Safety isn't just a requirement, it's our responsibility to protect our team, partners, and clients while delivering quality results.



SAFEGUARDING EMPLOYEES & STAFF

Secured Fenced Areas
ID Badges for all workers

ADDRESSING LOGISTICAL CONCERNS

Coordinated deliveries around high traffic
Designated areas for construction parking

FIRE SAFETY

Maintain two safe means of egress
Keep corridors, stairways & doors unobstructed
Fire watch during welding and system changeover

EVERYONE WORKING TOGETHER

Designated on-site Safety Manager
Site specific safety plan
Constant communication with College staff



CODE RED

ACTIVE SHOOTER

CERTIFIED

Jacquín & Sons employees completed specialized safety training delivered by the St. Lucie County Sheriff's Office. Led by Sergeant Benjamin Cuevas of the Training Unit, the session focused on the **Code Red protocol**, public schools' established lockdown procedure during an on-campus threat or emergency.

THREAT RECOGNITION & PREVENTION

The training covered behavioral indicators that may signal an increased risk of violence, along with early warning signs employees can recognize in the field. This section emphasized proactive awareness and the importance of early intervention in maintaining a secure environment.

RUN, HIDE, FIGHT RESPONSE FRAMEWORK

Participants were instructed on the nationally recognized Run, Hide, Fight protocol, detailing the three primary actions individuals may take when confronted with an active threat. The training strengthened employees' understanding of situational response and personal safety decision-making.



RUN



HIDE



FIGHT



CAMPUS SECURITY AND ACCESS CONTROL

A major component of the session focused on preventive security measures for public-school campuses. Topics included:

- Securing doors, gates, and access points
- Preventing unauthorized entry
- Ensuring rapid lockdown capability during emergencies

APPLICATION OF TRAINING TO JACQUIN & SONS JOB SITES

Jacquin & Sons has implemented new internal procedures based on the Sheriff's Office guidance. Field staff, particularly superintendents, now complete assigned daily tasks such as:

- Morning and evening walkthroughs of active construction areas
- Verification of proper securement of all entry points (doors, gates, temporary fencing, etc.)

These enhanced protocols reinforce the key training message that denying unauthorized access is essential and ensure that construction sites do not create vulnerabilities for school campuses.

COMMITMENT TO SCHOOL SAFETY AND COMMUNITY PROTECTION

Through this training and the resulting procedural updates, Jacquin & Sons has strengthened its ability to support safe and secure educational environments. Employees are better equipped to identify threats, respond appropriately, and prioritize the safety of students, staff, and community members on all active school projects.



CONFLICT RESOLUTION

Our approach to dispute resolution is straightforward and aligned with the needs of the College. We operate as an extension of the College's facilities and procurement departments, treating all subcontractors, suppliers, and vendors with respect and professionalism. Claims avoidance begins with clearly written agreements that define expectations and responsibilities. Our agreements with subcontractors, suppliers, and vendors are structured to protect the College, and our bonding coverage further safeguards against outside issues.

When a concern arises, we first identify the issue and determine its cause. We then work to resolve it, whether by obtaining additional information from design partners or through tactful negotiation. Our team handles all dispute resolution and claims avoidance directly, ensuring issues are addressed efficiently and in the College's best interest.

CASE STUDY

The Palm City Elementary School design specified a roof system using rigid insulation (polyiso). In 2020, the pandemic, historic reroofing demand, and severe weather caused major shortages of polyiso, while manufacturers shipped materials only to job sites, depleting reserves and carrying shortages into 2021.

Anticipating delays, Jacquin & Sons and its subcontractor ordered the roofing package just days after the Notice to Proceed. The manufacturer's 12-month delivery timeline threatened to delay the project by over 5 months. A light-weight concrete system was considered but rejected due to a \$210,000 cost increase, design changes, and schedule impacts.

Instead, Jacquin & Sons identified a cost-effective alternative rigid insulation, securing approval from the Owner/Architect with supporting data, manufacturer acceptance, and warranties. This proactive solution kept the project on budget and on schedule, showcasing Jacquin's strong problem-solving approach.



QUALITY ASSURANCE & QUALITY CONTROL

PHASE 1: SUBCONTRACTOR PREQUALIFICATION

Quality begins with selecting the right subcontractors. Each trade contractor undergoes a thorough qualification process that evaluates:

- Financial resources
- In-house capabilities
- Current workload
- Insurance coverage
- Track record and references

Once qualified, subcontractors participate in detailed project scope reviews to ensure alignment. This includes reviewing submittals, schedules, and work sequencing to secure full team commitment.

PHASE 2: PRE-INSTALLATION MEETINGS

Before work begins, pre-installation meetings are held to confirm the team's understanding of the plan. These sessions focus on:

- Ensuring all stakeholders are aligned on responsibilities, expectations, and execution strategies prior to mobilization.
- Reviewing sequencing and coordination strategies
- Using CCTV technology to assess existing sewer plumbing conditions

SUBCONTRACTORS BUY INTO EXPECTATIONS



PRE-INSTALLATION MEETING



MOCK UPS



FIRST WORK INSPECTION



FACTORY START-UP



PUNCHLIST

QA/QC is everyone's responsibility: led by our superintendents and project managers daily. With Cole being the Project Manager, he will ensure all other team members are held accountable.



Cole Singley
Project Manager
Primary Point of Contact

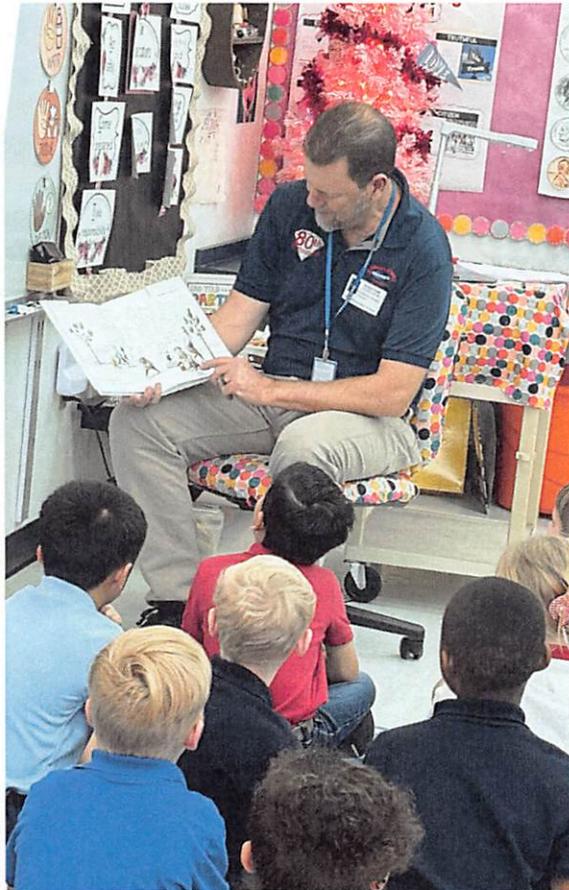


COMMUNITY INVOLVEMENT

When you hire a local contractor, you're not only providing jobs to skilled trade workers in the community, you're also supporting local not-for-profits and charitable organizations. Here are just a few that Jacquin & Sons is proud to support.



Our staff are excellent reading coaches.





Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Dear Madyson Klipstine,

Our team at Jacquin & Sons Construction is confident we can complete this project within the allowed time (April 17th-August 1st).

Upon selection, we will be able to provide a detailed schedule showing the timeline of events. Jacquin & Sons is familiar with this project/building, and we are very confident that we can provide a quality product within your timeframe.

MICHAEL JACQUIN

President
Jacquin & Sons Inc



SINCE 1940

JACQUIN & SONS

CONSTRUCTION

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

**CONSTRUCTION MANAGER
IRSC BUILDING N PHASE 3
EXHIBIT A- List of Documents
JANUARY 5TH, 2026**

Sheet #	Drawing Title	Dwg. Date	Rev. Date
	<u>General</u>		
CS.1	COVER	11/19/2025	
CS.2	NOTES, ABBREVIATIONS AND LIST OF DRAWING	11/19/2025	
	<u>Code Plans</u>		
CP.1	CODE PLAN FIRST FLOOR AND DATA	11/19/2025	
CP.2	CODE PLAN SECOND AND THIRD FLOOR	11/19/2025	
	<u>Demolition</u>		
D1.1	DEMOLITION FIRST FLOOR PLAN	11/19/2025	
D1.2	DEMOLITION SECOND FLOOR PLAN	11/19/2025	
D1.3	DEMOLITION THIRD FLOOR PLAN	11/19/2025	
D4.1	DEMOLITION FIRST FLOOR REFLECTED CEILING	11/19/2025	
D4.2	DEMOLITION SECOND AND THIRD FLOOR REFLE	11/19/2025	
	<u>Architectural</u>		
A1.1	FIRST FLOOR PLAN	11/19/2025	
A1.2	SECOND FLOOR PLAN	11/19/2025	
A1.3	THIRD FLOOR PLAN	11/19/2025	
A2.1	TOILET ROOM PLANS AND ELEVATIONS	11/19/2025	
A2.2	STAIR PLANS AND DETAILS	11/19/2025	
A2.3	ENLARGED PLAN AND DETAILS	11/19/2025	
A3.1	ROOF PLAN	11/19/2025	
A3.2	ROOF DETAILS	11/19/2025	
A4.1	FIRST FLOOR REFLECTED CEILING PLAN	11/19/2025	12/17/2025
A4.2	SECOND AND THIRD FLOOR REFLECTED CEILIN	11/19/2025	
A4.3	REFLECTED CEILING PLAN DETAILS	11/19/2025	
A5.1	EXTERIOR ELEVATIONS	11/19/2025	
A6.1	BUILDING SECTIONS	11/19/2025	
A8.1	CASEWORK DETAILS	11/19/2025	
A8.2	CASEWORK DETAILS	11/19/2025	
A8.3	ENLARGED LAB PLAN - ROOM 128	11/19/2025	
A8.4	ENLARGED LAB PLAN - ROOMS 122 & 124	11/19/2025	

CONSTRUCTION MANAGER
IRSC BUILDING N PHASE 3
EXHIBIT A- List of Documents
JANUARY 5TH, 2026

A8.5	ENLARGED LAB PLAN - ROOM 205	11/19/2025	
A8.6	ENLARGED LAB PLAN - ROOM 206	11/19/2025	
A8.7	ENLARGED LAB PLAN - ROOM 208	11/19/2025	
A8.8	ENLARGED LAB PLAN - ROOM 209	11/19/2025	
A8.9	ENLARGED LAB PLAN - ROOM 214	11/19/2025	
A8.10	ENLARGED LAB PLAN - ROOM 215	11/19/2025	
A8.11	ENLARGED LAB PLAN - ROOMS 218 & 219	11/19/2025	
A8.12	ENLARGED LAB PLAN - ROOM 225	11/19/2025	
A8.13	ENLARGED LAB PLAN - ROOM 306	11/19/2025	
A8.14	ENLARGED LAB PLAN - ROOM 314	11/19/2025	
A9.0	FINISH LEGEND AND DETAILS	11/19/2025	
A9.1	FIRST FLOOR FINISH PLAN	11/19/2025	12/17/2025
A9.2	SECOND FLOOR FINISH PLAN	11/19/2025	12/17/2025
A9.3	THIRD FLOOR FINISH PLAN	11/19/2025	12/17/2025
A9.4	INTERIOR ELEVATIONS	11/19/2025	
A9.5	INTERIOR ELEVATIONS - ATRIUM	11/19/2025	
A9.6	INTERIOR ELEVATIONS - ATRIUM	11/19/2025	
A9.7	INTERIOR ELEVATIONS - ATRIUM	11/19/2025	
A10.1	DOOR AND FRAME SCHEDULES	11/19/2025	12/17/2025
	<u>Structural</u>		
S001	STRUCTURAL NOTES	11/19/2025	
S101	EXTERIOR BUILDING ELEVATIONS AND SECTION	11/19/2025	
	<u>Heating, Ventilations and Air Conditioning</u>		
M0.1	MECHANICAL LEGEND, NOTES, & ABBREVIATION	11/19/2025	
M0.2	MECHANICAL SCHEDULES	11/19/2025	12/17/2025
MD1.1	DEMOLITION FIRST FLOOR PLAN	11/19/2025	
MD1.2	DEMOLITION SECOND FLOOR PLAN	11/19/2025	12/17/2025
MD1.3	DEMOLITION THIRD FLOOR PLAN	11/19/2025	12/17/2025
MD3.1	DEMOLITION ROOF PLAN	11/19/2025	
M1.1	FIRST FLOOR PLAN - MECHANICAL DUCTWORK	11/19/2025	12/17/2025
M1.2	SECOND FLOOR PLAN - MECHANICAL DUCTWOR	11/19/2025	12/17/2025
M1.3	THIRD FLOOR PLAN - MECHANICAL DUCTWORK	11/19/2025	12/17/2025
M2.1	FIRST FLOOR PLAN - MECHANICAL PIPING	11/19/2025	

**CONSTRUCTION MANAGER
IRSC BUILDING N PHASE 3
EXHIBIT A- List of Documents
JANUARY 5TH, 2026**

M2.2	SECOND FLOOR PLAN - MECHANICAL PIPING	11/19/2025	12/17/2025
M2.3	THIRD FLOOR PLAN - MECHANICAL PIPING	11/19/2025	
M3.1	ROOF PLAN - MECHANICAL	11/19/2025	12/17/2025
M3.2	CENTRAL PLANT - MECHANICAL	11/19/2025	12/17/2025
M5.1	MECHANICAL FLOW DIAGRAMS	11/19/2025	
M5.2	MECHANICAL FLOW DIAGRAMS	11/19/2025	
M5.3	MECHANICAL FLOW DIAGRAMS	11/19/2025	
M6.1	MECHANICAL CONTROLS	11/19/2025	
M6.2	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.3	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.4	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.5	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.6	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.7	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.8	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.9	MECHANICAL CONTROLS	11/19/2025	12/17/2025
M6.10	MECHANICAL CONTROLS	11/19/2025	
M7.1	MECHANICAL DETAILS	11/19/2025	12/17/2025
M7.2	MECHANICAL DETAILS	11/19/2025	
M7.3	MECHANICAL DETAILS	11/19/2025	
M7.4	MECHANICAL DETAILS	11/19/2025	
	<u>Plumbing</u>		
P0.1	PLUMBING LEGEND, NOTES & ABBREVIATIONS	11/19/2025	
PD1.2	DEMOLITION SECOND FLOOR PLAN - PRESSURE	11/19/2025	
PD1.3	DEMOLITION THIRD FLOOR PLAN - PRESSURE	11/19/2025	
PD2.2	DEMOLITION SECOND FLOOR PLAN - GRAVITY	11/19/2025	
PD2.3	DEMOLITION THIRD FLOOR PLAN - GRAVITY	11/19/2025	
P1.1	FIRST FLOOR PLAN - GRAVITY	11/19/2025	
P1.2	SECOND FLOOR PLAN - GRAVITY	11/19/2025	
P1.3	THIRD FLOOR PLAN - GRAVITY	11/19/2025	
P1.4	FIRST FLOOR PLAN - PRESSURE	11/19/2025	
P1.5	SECOND FLOOR PLAN - PRESSURE	11/19/2025	12/17/2025
P1.6	THIRD FLOOR PLAN - PRESSURE	11/19/2025	

**CONSTRUCTION MANAGER
IRSC BUILDING N PHASE 3
EXHIBIT A- List of Documents
JANUARY 5TH, 2026**

P2.1	ENLARGED TOILET ROOM PLANS - PLUMBING	11/19/2025	
P4.1	PLUMBING DETAILS	11/19/2025	
P5.1	PLUMBING RISER	11/19/2025	
	<u>Electrical</u>		
E0.1	ELECTRICAL LEGEND, NOTES & ABBREVIATION	11/19/2025	
E0.2	ELECTRICAL SCHEDULES	11/19/2025	12/17/2025
ED1.1	DEMOLITION FIRST FLOOR PLAN	11/19/2025	12/17/2025
ED1.2	DEMOLITION SECOND FLOOR PLAN	11/19/2025	12/17/2025
ED1.3	DEMOLITION THIRD FLOOR PLAN	11/19/2025	
ED3.1	DEMOLITION ROOF PLAN	11/19/2025	
E1.1	FIRST FLOOR PLAN	11/19/2025	
E1.2	SECOND FLOOR PLAN	11/19/2025	
E1.3	THIRD FLOOR PLAN	11/19/2025	
E3.1	ROOF PLAN	11/19/2025	
E3.2	CENTRAL PLANT	11/19/2025	
E4.1	FIRST FLOOR REFLECTED CEILING PLAN	11/19/2025	
E4.2	SECOND AND THIRD FLOOR REFLECTED CEILING PLAN	11/19/2025	
E5.1	ELECTRICAL RISER DIAGRAMS	11/19/2025	12/17/2025
E6.1	PANEL SCHEDULES	11/19/2025	12/17/2025
E6.2	PANEL SCHEDULES	11/19/2025	
E6.3	PANEL SCHEDULES	11/19/2025	
E7.1	ELECTRICAL DETAILS	11/19/2025	
	<u>Fire Suppression</u>		
F0.1	FIRE PROTECTION LEGEND, NOTES & ABBREVIATION	11/19/2025	
F1.1	FIRST FLOOR PLAN	11/19/2025	12/17/2025
F1.2	SECOND FLOOR PLAN	11/19/2025	
F1.3	THIRD FLOOR PLAN	11/19/2025	

Project: RFP# 25/26-05

Date: January 5th, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

Where conflicts may exist between these Qualifications and Clarifications the listed Contract Drawings, Specifications and Architect's letters of direction, these Qualifications and Clarifications shall govern. Jacquin & Sons interpretation of the plans and specifications shall govern.

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.

Lightning protection alterations	\$8,000.00
----------------------------------	------------

1. The cost included in this proposal are as specifically identified in this proposal and are as specifically shown in the enumerated contract documents and do not include any unknowns, incomplete design and/or conflicts which may result from the completion of this contract design documents.
2. All Builders Risk Insurance with named storm provisions including all deductibles is not included and shall be furnished and paid for by Owner.
3. Threshold inspector and special inspector services are not included and shall be provided and paid for by the Owner.
4. All required county, city and governing municipalities and agencies permit, fees and charges are not included and shall be paid for by the Owner.
5. All required drainage district bonds, fees and permits are not included and shall be paid for by 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

6. All required water management district bonds, fees and permits are not included and shall be paid for by the Owner.
7. All required impact fees, utility connection fees and usage fees are not included and shall be paid for by the Owner.
8. Furniture, Fixtures and Equipment (FF&E) are not included and shall be furnished and installed by the Owner. FF&E items that are included are specifically listed below.
9. Building commissioning is not included and if required shall be provided and paid for by the Owner.

CONCRETE

1. Concrete cutting & replacement for the remodel of plumbing/HVAC is included based on the demolition plans.

MASONRY

1. CMU patching is included per plans.

GUARDRAILS & HANDRAILS

1. All new handrails and/or guardrails are excluded in the base contract. Handrails are provided per plan in AB-5 & AB-8.
2. Viva Railings, the basis of design for the handrails/guardrails has stated the handrails cannot be fastened to the existing concrete curb in the manner depicted on the plans. An alternate for of installation will need to be designed by a structural engineer. Any additional costs based on the design of the engineer will need to be paid by the owner.

CASEWORK

1. Wood casework is included per plans by Leonard Peterson.
2. Fume hoods are included per plans.

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

ROOFING

1. Includes alterations to the existing roofing system for the mounting of all curbs for mechanical equipment.
2. Includes walk pads to new equipment.

DOORS & WINDOWS

1. All wood doors, hollow metal frames, hardware and installation are included per plan.
2. All card access is being provided by owner and therefore coordination will need to be done when ordering all hardware & accessories.

FINISHES

1. Metal Framing drywall is included per plans with 20 gauge metal framing and 5/8" gypsum board, MR board on wet walls and 5/8" durock on walls receiving tile.
2. Mineral wool insulation is also included in required areas.
3. Densglass and Stucco for the Mezzanine and Balconies are also included.
4. Painting includes the interior walls, drywall ceilings and soffits, doors and frames, HM window frames, columns, exposed ducts, exterior window frames and exterior doors.

FLOORING

1. Epoxy flooring is provided and installed per plan using Sika Floor Decodur Flake per the finish schedule.
2. LVT to be by interface natural woodgrain for corridors.
3. Carpet Tile to be by interface cubic color area glued down.
4. 4" cove base with dolphin color.

ACOUSTIC CEILING

1. Acoustical ceilings will be a White Tee bar grid system with Rockfon square edge 2'x2'x 15/16" panels.
2. Acoustic ceilings in the gift shop will be a light leak proof acoustic ceiling system per plan.

SPECIALTIES

1. Toilet partitions & toilet accessories are excluded and provided by owner.
2. Room signage is provided per plan.
3. Window treatments, projectors, screens, markerboards, and drying racks are included per plan.

FIRE SPRINKLERS

1. Fire sprinkler system is based upon the fire sprinkler layout provided.
2. Fire suppression system is provided based on an adequate water supply. Water pumps are not included.

PLUMBING

1. Plumbing includes sanitary, vent system, acid waste system, water pipe system, fixtures, and gas/vacuum piping per plans.

HVAC

1. HVAC is included per plans. RTUs & AHU are provided by owner per Addendum 2.
2. All equipment should be received at the jobsite and will be stored within the secure fencing provided by PJSI.



Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

ELECTRIC

1. All fixtures, panels and conduits are included in this proposal per plans using the specified lighting package.
2. Fire Alarm is also included.
3. An allowance of \$8,000.00 has been provided for alterations to the lightning protection system.

LOW VOLTAGE & ACCESS CONTROL

1. All low voltage cabling & access control systems are by owner per Addendum 1.

BASE CONTRACT/ADD ALTERNATES

1. The above qualifications & clarifications apply to the base contract scope of work.
2. Alternates AB-1 thru AB-9 will be provided per plan if selected. All details of MEP scopes etc. will follow the above qualifications & clarifications for the alternates.



CONSTRUCTION MANAGER
Indian River State College Building N Phase 3
Schedule of Values
Exhibit C
January 5th, 2026

EXHIBIT B

Division	Description	Price	Sub Total
Division 1: General Conditions			
	General Conditions	\$213,307.50	
	Staffing	\$294,678.30	
		Subtotal	\$507,985.80
Division 2: Existing Conditions			
	Demolition/Concrete Cutting	\$119,859.60	
		Subtotal	\$119,859.60
Division 5: Metals			
	Structural Steel	\$51,745.05	
	Louver Wall	\$103,450.20	
		Subtotal	\$155,195.25
Division 6: Wood, Plastics,& Composites			
	Lab Casework	\$861,000.00	
	Building Materials	\$15,750.00	
		Subtotal	\$876,750.00
Division 7: Thermal & Moisture Protection			
	Waterproofing	\$9,975.00	
	Fire Caulking	\$2,625.00	
	Roofing	\$26,682.60	
		Subtotal	\$39,282.60
Division 8: Openings			
	Doors & Hardware	\$175,960.05	
	Windows	\$12,915.00	
		Subtotal	\$188,875.05
Division 9: Finishes			
	Metal Frame & Drywall	\$139,450.50	
	Stucco/Patching	\$13,230.00	
	Resilient Flooring/Base/Tile	\$101,850.00	
	Epoxy Flooring	\$103,587.75	
	Paint	\$125,181.00	
	Accoustical Ceilings	\$96,180.00	
		Subtotal	\$579,479.25
Division 10: Specialties			
	Signage	\$3,389.40	
	Fire Extinguishers	\$2,625.00	
		Subtotal	\$6,014.40
Division 11: Equipment			
	Curtain/Track	\$2,100.00	
	Window Treatments	\$16,905.00	
	Markerboards	\$16,537.50	
	Lab Stools	\$42,000.00	
	Projectors & Screens	\$21,000.00	
		Subtotal	\$98,542.50
Division 21: Fire Suppression			
	Fire Sprinklers	\$66,412.50	
		Subtotal	\$66,412.50
Division 22: Plumbing			
	Plumbing	\$724,500.00	
		Subtotal	\$724,500.00
Division 23: HVAC			
	HVAC	\$2,449,500.00	
		Subtotal	\$2,449,500.00



CONSTRUCTION MANAGER
Indian River State College Building N Phase 3
Schedule of Values
Exhibit C
January 5th, 2026

Division	Description	Price	Sub Total
Division 26: Electrical			
Electrical		\$513,450.00	
Lightning Protection	ALLOWANCE	\$8,400.00	
		Subtotal	\$521,850.00
Division 27: Communications			
Speaker Installation		\$10,500.00	
		Subtotal	\$10,500.00
Division 28: Electronic Safety & Security			
Fire Alarm		\$39,900.00	
		Subtotal	\$39,900.00
		Subtotal	
Total Subcontractors Cost			\$6,384,646.95
Liability Insurance			\$55,804.00
Subtotal			\$6,440,450.95
Overhead & Profit			\$322,023.00
Subtotal			\$6,762,473.95
Bond			\$101,437.11
Grand Total			\$6,863,911.06
AB-1	Labs 306 & 314		\$818,081.00
AB-2	3rd Floor Offices		\$63,678.00
AB-3	Planetarium		\$217,904.00
AB-4	1st Floor Rooms		\$636,257.00
AB-5	Atrium Rails		\$390,916.00
AB-6	Atrium Wall Panels		\$194,526.00
AB-7	Atrium Lighting		\$64,125.00
AB-8	Stairwells		\$267,575.00
AB-9	Glass Block/Replace Windows		\$109,890.00
Total of Alternates			\$2,762,952.00
Grand Total with Add/Alternates			\$9,626,863.06



TOPIC: Construction Agreement with Charles Perry Partners Inc (CPPI) for Pruitt Campus - Student Services Building J Renovations

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department received a proposal for the remodel of the Student Services Building J on Pruitt Campus from Charles Perry Partners Inc (CPPI) under our continuing services contract RFP #24/25-03 Construction Management.

We are requesting the Board to approve the proposal for the remodel of the Student Services Building J on Pruitt Campus.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** March 15, 2026 to July 15, 2026
2. **FISCAL IMPACT:** \$422,656.00
3. **TERMINATION TERMS:** Work should be fully complete no later than July 15, 2026.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of 11/11/2025 by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and Charles Perry Partners, Inc. (hereinafter referred to as the "Contractor"), having a principal business 200 E. Palm Valley Drive, Suite 2000 Oviedo, FL 32765 in connection with the construction of the following described project: Pruitt Campus - Student Services Building J Renovations, located at 500 NW California Blvd building J, Port St. Lucie, FL 34986, complete with all work appurtenant thereto as further specified in Exhibit A.

In consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties agree as follows:

1.00 SCOPE OF THE WORK. The Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, and other construction accessories, services, and facilities specified or required to be incorporated in and form a permanent part of the completed work. In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents, as defined in the attached General Contract Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in and covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

College or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit A, or additional services must be in accordance with the provisions of the College's policies and procedures, and must be contained in a written amendment or change order, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

2.00 THE CONTRACT DOCUMENTS. The Contract Documents shall consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in Section 1.00 of the General Contract Conditions as fully as if they were set forth in this Agreement in full.

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than 03/15/2026 and to fully complete all work by no later than 07/15/2026.

4.00 LIQUIDATED DAMAGES. The Contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time. The Contractor further agrees that his failure to substantially complete the work within the time allowed shall be considered as a breach of the Agreement and entitle the Owner to collect liquidated damages for the delay in completion of the sum of Five-Hundred and No/100 Dollars (\$500.00) for each calendar day that elapses between the date set forth in Section 3.00 of this Agreement, as extended in accordance with the General Contract Conditions, and the date of substantial completion of the Project.

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of Four -Hundred Twenty-Two Thousand Fifty-Six and No/100 Dollars (\$422,656.00) (“Contract Sum”), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

Contractor shall be entitled to invoice College on a monthly basis for services performed set forth in the Fee Schedule referenced hereinto as Exhibit “B”. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by COLLEGE.

All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6.00 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall make such inspection, and when the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefor, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid. Final payment shall be made following the procedures set forth in the Contract Documents.

7.00 REPRESENTATIONS. The Contractor shall not extend the credit or faith of the Owner to any other persons or organizations. Contractor hereby represents to college, with full

knowledge that College is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

8.00 BINDING EFFECT. This Agreement shall be legally binding upon the heirs, personal representatives, successors, and assigns of the respective parties. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.00 SEVERABILITY. If any provisions of this Agreement are finally determined by a court of competent jurisdiction to be in violation of any statute or rule of law, then such provisions shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

10.00 WAIVER. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.

11.00 ENTIRE AGREEMENT. This Agreement, together with the Contract Documents as defined in Section 2.00 herein, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto. This Agreement represents the entire and integrated agreement between the College and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.00 COUNTERPARTS. This Agreement may be executed in several counterparts. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile, email or scanned signatures shall be as valid as the original.

13.00 GOVERNING LAW. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in State of Florida. This transaction shall be governed by the laws of the State of Florida.

14.00 ATTORNEYS' FEES. In the event it becomes necessary for either party to enforce any provisions or breach of this Agreement by commencing litigation, if Owner is the prevailing party in such action, Owner shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

15.00 NOTICES. All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed given when personally delivered or when deposited in the United States certified mail, postage prepaid and addressed to the parties at the address set forth below:

If to Owner:

Indian River State College
Attn: Madyson Klipstine
Procurement Agent
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596

With a Copy to:

Indian River State College
Attn: Tony Quinn
Associate Vice President of Capital Planning,
Projects ,Facilities, and Purchasing
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596

16.00 SERVICES. Specifically, a "non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk." Further, the Parties acknowledge the following federal requirements:

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part

60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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.

If to Contractor, then to the individual at the address set forth in the signature block below. Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written and shall extend to and bind the parties, their successors, assigns, and personal representatives.

Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

[Handwritten Signature]
 Jason Morgan Executive VP / Principal
 200 E. Palm Valley Dr.
 Oviedo, FL 32765
 45-1601307
 12/17/25

OWNER:

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

RECOMMENDED BY:

Administrator's Signature

Tony Quinn - AVP of Facilities

Facilities

College/Department

1/6/2026

Date

APPROVED BY:

Christa Luna, District Board of Trustees, Chair

Date

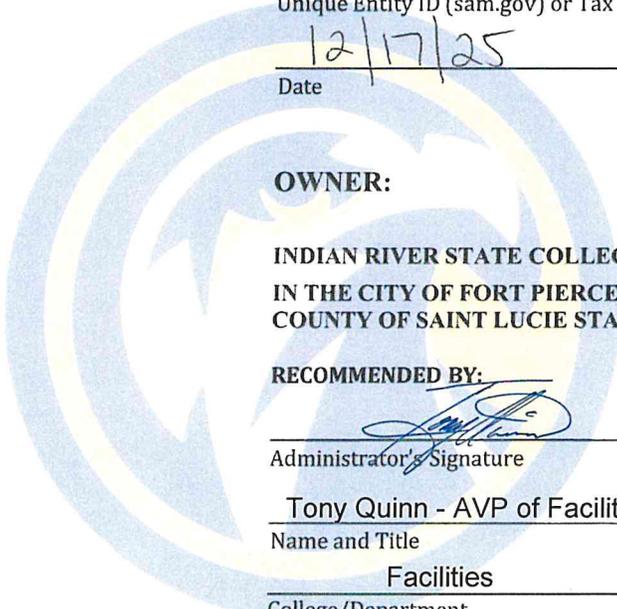


Exhibit A

INDIAN RIVER STATE COLLEGE

ADMINISTRATION BUILDING

Indian River State College
Pruitt Campus – Student Services
Building J

Guaranteed Maximum Price (GMP)

November 11, 2025



Charles Perry Partners, Inc.

200 E. Palm Valley Drive, Suite 2000

Oviedo, FL 32765

407-977-2353

www.cppi.com

TABLE OF CONTENTS

TAB 1	Executive Summary
TAB 2	Estimate & Takeoffs
TAB 3	Project Qualifications
TAB 4	Construction Documents

Prepared for:
Nichole Rummo
Facilities
nrummo@irsc.edu

CPPI Contact:
David Lewis
Project Director,
Operations
david.lewis@cpqi.com
407.595.9501



TAB 1

Executive Summary



construction management | design-build | general contracting

November 11, 2025

Ms. Nichole Rummo
Project Manager
IRSC Facilities

Re: CPPI GMP Proposal
Pruitt Campus - Student Services Building J Renovations

CPPI is pleased to present our GMP Proposal for the Pruitt Campus - Student Services Building J Renovations located at 500 Northwest California Boulevard, Port St. Lucie, FL 34986.

Total Cost: \$422,656.00 (Four hundred twenty-two thousand, six hundred fifty-six & 00/100 Dollars)

CPPI is excited to be a part of the IRSC Facilities team and are committed to providing a smooth and successful project.

Please review the assumptions and qualifications provided as they are integral to this proposal.

Should you have any questions regarding this proposal, please feel free to contact CPPI at your convenience.

Best Regards!

Tim Saunders

Tim Saunders
Senior Estimator
Preconstruction



TAB 2

Estimate & Takeoffs

	Description	Takeoff Quantity	Sub Cost/Unit	Total Amount
1	GENERAL CONDITIONS			
2	Permits			
3	Building Permits Allowance	1.00 ls	6,000.00 /ls	6,000
4	Project Management			
5	General Conditions	3.00 mon	40,393.00 /mon	121,179
6	General Requirements	3.00 mon	10,697.00 /mon	32,091
7	EXISTING CONDITIONS & DEMO			
8	Demolition Subs			
9	Selective Demolition	1.00 ls	19,500.00 /ls	19,500
10	CONCRETE			
11	Concrete Sub by CY			
12	Concrete trench pour-backs @ electrical floor boxes	1.00 ls	1,500.00 /ls	1,500
13	OPENINGS			
14	Door Sub			
15	New HM Frame and WD door	1.00 ls	5,911.00 /ls	5,911
16	Doors- Overhead			
17	Overhead Grille @ Entrance	1.00 ls	18,063.00 /ls	18,063
18	Overhead Grille @ Entrance - structure mods	1.00 ls	2,500.00 /ls	2,500
19	FINISHES			
20	Drywall Sub			
21	Framing & Drywall, Infill & Patching	1.00 ls	27,395.00 /ls	27,395
22	Ceilings- Subcontract			
23	New ACT	1.00 ls	13,630.00 /ls	13,630
24	Flooring- Resilient			
25	LVT Flooring	1.00 ls	17,003.00 /ls	17,003
26	Flooring Logo	1.00 ls	0.01 /ls	0
27	Painting- Interior			
28	Interior Painting & Touch-Up	1.00 ls	3,838.00 /ls	3,838
29	SPECIALTIES			
30	Signs - Interior			
31	Allowance - Install of Student Services Sign	1.00 ls	500.00 /ls	500
32	FURNISHINGS			
33	CASEWORK			
34	Reception Desk	1.00 ls	29,167.00 /ls	29,167
35	FIRE SUPPRESSION			
36	Sprinkler Systems			
37	Sprinkler Head Relocation/Replacement	1.00 ls	1,500.00 /ls	1,500
38	ELECTRICAL			
39	Electrical Sub			
40	Electrical System	1.00 ls	49,000.00 /ls	49,000
41	LED strip & switch control	1.00 ls	2,500.00 /ls	2,500

Estimate Totals

Description	Amount	Totals	Rate
Subtotal Cost of Work		351,277	
Contract Bond (max 24 mos 01.19.2024)	3,635		
Builder's Risk - Inland	1,606		
General Liability 01.19.2024	2,223		
Subtotal Bonds, Insurance	7,464	358,741	
CM Preconstruction Services	3,587		
Subtotal Consultants	3,587	362,328	
Construction Contingency	15,043		
Subtotal Contingencies	15,043	377,371	
Profit / Overhead	45,285		
Subtotal Fee	45,285	422,656	
Total		422,656	



spiezie

1000 W. COLLEGE BLVD. SUITE 100
ORLANDO, FL 32817
TEL: 407.226.1111
WWW.SPIEZIE.COM

CONSTRUCTION DOCUMENTS 2025

PROJECT: **STUDENT SERVICES BUILDING J**

OWNER: **INDIAN RIVER STATE COLLEGE/PRUITT CAMPUS**
500 WY. COLLEGE BLVD. SUITE 51,
LUCK, FL 32956

DATE: 11/14/2024

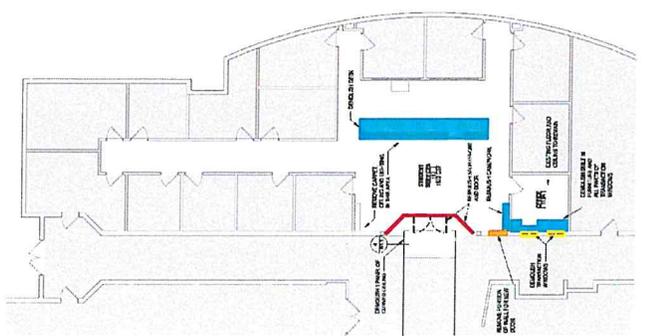
PROJECT: **STUDENT SERVICES BUILDING J**

DATE: 11/14/2024

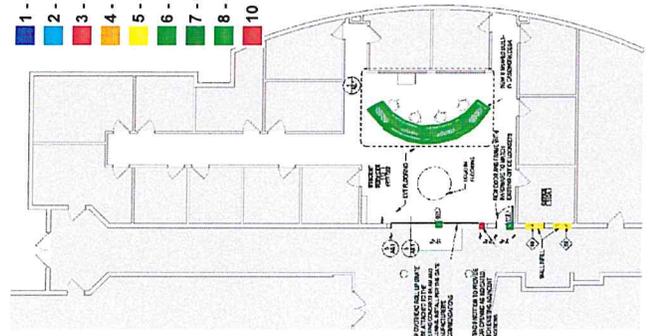
FLOOR PLANS

PROJECT NUMBER: **250004**

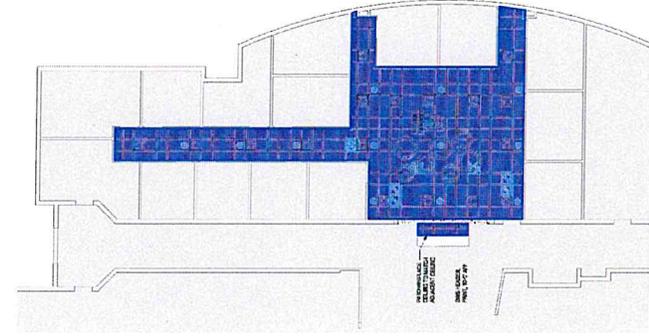
SCALE: **A1.1**



1) DEMOLITION FIRST FLOOR PLAN



2) PROPOSED FIRST FLOOR PLAN



3) PROPOSED FIRST FLOOR RCP

- 1 - New ACT - 1,164 SF
- 2 - Solid Surface - Desk - 126 SF
- 3 - Storefront System - 18 LF
- 4 - Demo Wall - 3 LF
- 5 - Transaction Windows - 4 EA
- 6 - Solid Surface - Desk - 87 SF
- 7 - New Door - 1 EA
- 8 - OH Roll Up Gate - 1 EA
- 10 - Extend Partition - 1 LF

CEILING LEGEND

1	2	3	4	5
6	7	8	9	10

1. 2" X 4" POP WITH 1/2" Gypsum Board
2. 2" X 4" POP WITH 5/8" Gypsum Board
3. 2" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board
4. 2" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board
5. 2" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board AND 1" X 4" POP WITH 5/8" Gypsum Board

PLAN LEGEND

1. 1/2" X 1/2" X 1/2" Gypsum Board
2. 1/2" X 1/2" X 1/2" Gypsum Board
3. 1/2" X 1/2" X 1/2" Gypsum Board
4. 1/2" X 1/2" X 1/2" Gypsum Board
5. 1/2" X 1/2" X 1/2" Gypsum Board
6. 1/2" X 1/2" X 1/2" Gypsum Board
7. 1/2" X 1/2" X 1/2" Gypsum Board
8. 1/2" X 1/2" X 1/2" Gypsum Board
9. 1/2" X 1/2" X 1/2" Gypsum Board
10. 1/2" X 1/2" X 1/2" Gypsum Board

DOOR SCHEDULE

NO.	SYMBOL	TYPE	FINISH	MARKING	REMARKS
1	1	SWING	WOOD	1	1/2" X 1/2" X 1/2" Gypsum Board
2	2	GLASS	GLASS	2	1/2" X 1/2" X 1/2" Gypsum Board
3	3	GLASS	GLASS	3	1/2" X 1/2" X 1/2" Gypsum Board
4	4	GLASS	GLASS	4	1/2" X 1/2" X 1/2" Gypsum Board
5	5	GLASS	GLASS	5	1/2" X 1/2" X 1/2" Gypsum Board
6	6	GLASS	GLASS	6	1/2" X 1/2" X 1/2" Gypsum Board
7	7	GLASS	GLASS	7	1/2" X 1/2" X 1/2" Gypsum Board
8	8	GLASS	GLASS	8	1/2" X 1/2" X 1/2" Gypsum Board
9	9	GLASS	GLASS	9	1/2" X 1/2" X 1/2" Gypsum Board
10	10	GLASS	GLASS	10	1/2" X 1/2" X 1/2" Gypsum Board

- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



4) CURVED CEILING DETAIL



TAB 3

Project Qualifications



CPPI Qualifications and/or Exclusions

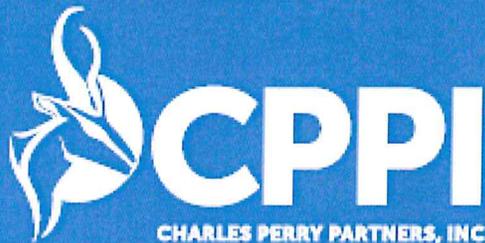
1. This proposal is based on regular hours, Monday through Friday from 7:00 AM to 5:00 PM.
2. CPPI anticipates three months duration to complete the work if all scope of work is accepted.
3. General Liability Insurance is included.
4. Builders Risk insurance is included.
5. Performance & Payment bond is included.
6. Building Permit allowance of \$6,000 is included.
7. CPPI's proposal is based on the Construction Documents dated, 9/15/2025.
8. Testing and inspections are to be provided by IRSC Facilities.
9. The Student Services sign will be provided by the Owner and installed by CPPI.
10. It is assumed that all existing conduits and data conduits are adequate.
11. There are elements shown behind the reception desk against the wall and no details were provided, therefore it is assumed to be furniture provided by others.
12. Knee wall behind the casework is to be provided by the casework subcontractor and is to be built out of wood.
13. Start date will be coordinated with school schedule and casework lead times.
14. CPPI assumes that the circuit shown for the lighting, 3HL2B-10 is an existing circuit that is accessible in the existing first floor ceiling space and that no new conduit and/or circuiting is required to be run to an existing electrical panel.
15. CPPI has included Armstrong Dune Square Lay in #A1772 white tiles for the new acoustical ceilings.



TAB 4

Construction Documents

 Sheet No./Spec Section	INDIAN RIVER STATE COLLEGE - PRUITT CAMPUS - STUDENT SERV. BLDG J LIST OF DRAWINGS, SPECIFICATIONS, ADDENDUMS, BID SUPPLEMENTS DATE: 11/11/2025	100% Construction Documents
GENERAL SHEETS		
CS.1	COVER	9/15/2025
CODE PLANS		
CP.1	CODE PLANS	9/15/2025
ARCHITECTURAL		
A1.1	FLOOR PLANS	9/15/2025
A8.1	CASEWORK AND EQUIPMENT PLANS AND DETAILS	9/15/2025
ELECTRICAL		
E0.1	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS	9/15/2025
E0.2	ELECTRICAL SPECIFICATIONS	9/15/2025
E1.1	FLOOR PLANS - POWER - ELECTRICAL	9/15/2025
E1.2	FLOOR PLANS - LIGHTING - ELECTRICAL	9/15/2025
E4.1	ELECTRICAL RISER DIAGRAM	9/15/2025
E5.1	PANEL SCHEDULES	9/15/2025
E6.1	ELECTRICAL DETAILS	9/15/2025
FIRE SUPPRESSION		
F0.1	FIRE PROTECTION LEGEND, NOTES & ABBREVIATIONS	9/15/2025
F1.1	FLOOR PLANS - FIRE PROTECTION	9/15/2025



BUILDING

LONG LASTING RELATIONSHIPS
& STRUCTURES SINCE 1968.

Construction is our profession. People are our specialty.
Our process starts with a partnership and leads to the full
realization of your vision.



TOPIC: Change Orders

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval of the following change orders for the projects listed below:

- Advanced Roofing Inc, Change Order #01, ES-Building Reroof \$5,760.00
- Advanced Roofing Inc, Change Order #01, L-Building Reroof \$37,000.00

ALTERNATIVE(S): N/A

FISCAL IMPACT: \$42,760

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26



CHANGE ORDER FORM

Change Order No. 0001 Contract ID No. 10312025 Date 12/18/2025
 Vendor: Advanced Roofing Inc.
 Vendor Address: 1950 NW 22cd St. Fort Lauderdale, FL 33311
 Project No./Name: IRSC Massey Campus ES Child Development Center Roof

Change Order Proposal(s), dated 12/17/2025 are hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This Change Order : CO#0001- Metal Fastner Replacement

Change Order Proposal Justification: *Remove necessary deteriorated 916 metal deck.
 Install 360 SF of new 916 metal decking fastened using tec 5 self tap metal fasteners.*

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 **\$5,760.00**.

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 and previously approved Change Order(s) 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).

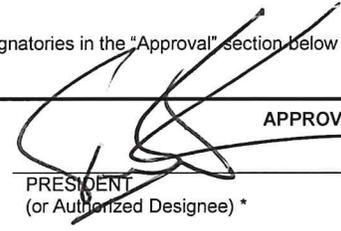
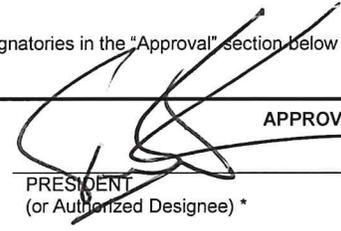
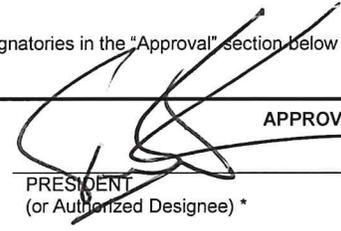
SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Massey Campus ES Child Development Center Roof	45	\$183,012.00
Change Order #1	Metal Fastner Replacmeent	0	\$5,760.00
Change Order #2		0	\$0.00
Current Totals			\$188,772.00

ACCEPTED AND AGREED

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act/modify the above-referenced Contract on Architect/Engineer/Contractor's behalf and acknowledge that Indian River State College is relying on their representations to that effect.

Architect/Engineer	Name and Title (print)	Date
	Signature	
Advanced Roofing, Inc.	Adrian Macatangay, Project Manager	12/18/25
Contractor (Name of Firm)	Name and Title (print)	Date
	Signature 	
Tony Quinn	Tony Quinn - AVP of Facilities	12/22/2025
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print)	Date
	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																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Original Contract Value</td> <td style="width: 40%; text-align: right;">\$183,012.00</td> </tr> <tr> <td>Aggregate Previous Contract increases by CO/Amendment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Aggregate Previous decreases by CO/Amend</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Value After Prior COs/Amend</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">This CO/Amend</td> </tr> <tr> <td>Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/></td> <td style="text-align: right;">\$5,760.00</td> </tr> <tr> <td>CURRENT CONTRACT VALUE</td> <td style="text-align: right;">\$188,772.00</td> </tr> </table>	Original Contract Value	\$183,012.00	Aggregate Previous Contract increases by CO/Amendment	\$0.00	Aggregate Previous decreases by CO/Amend	\$0.00	Value After Prior COs/Amend	\$0.00	This CO/Amend		Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	\$5,760.00	CURRENT CONTRACT VALUE	\$188,772.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;"></td> <td style="width: 30%; border-bottom: 1px solid black;">1/12/2026</td> </tr> <tr> <td>PRESIDENT (or Authorized Designee) *</td> <td>DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Department VICE PRESIDENT (or Authorized Designee)</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">CHIEF FINANCIAL OFFICER (or Authorized Designee)</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td colspan="2" style="text-align: center;">(Verification)</td> </tr> </table>		1/12/2026	PRESIDENT (or Authorized Designee) *	DATE	Department VICE PRESIDENT (or Authorized Designee)	DATE	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE	(Verification)	
Original Contract Value	\$183,012.00																								
Aggregate Previous Contract increases by CO/Amendment	\$0.00																								
Aggregate Previous decreases by CO/Amend	\$0.00																								
Value After Prior COs/Amend	\$0.00																								
This CO/Amend																									
Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	\$5,760.00																								
CURRENT CONTRACT VALUE	\$188,772.00																								
	1/12/2026																								
PRESIDENT (or Authorized Designee) *	DATE																								
Department VICE PRESIDENT (or Authorized Designee)	DATE																								
CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE																								
(Verification)																									

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



Change Order

From
 Advanced Roofing South Florida
 1950 NW 22nd Street
 Ft. Lauderdale, FL 33311

Print Date 12/17/2025
Change Order Number 0001
Change Order Date 12/17/2025
Architect's Project No
Owner Change Order No

Project
 INDIAN RIVER STATE COLLEGE MASSEY CAMPUS - ES
 CHILD DEVELOPMENT CENTER
 INDIAN RIVER STATE COLLEGE
 3209 Virginia Ave
 Fort Pierce, FL 34981

Contract
Contract Date 12/18/2025
Company Id 10

The contract is changed as follows

Remove necessary deteriorated 916 metal deck.
 Install 360 SF of new 916 metal decking fastened using tec 5 self tap metal fasteners.

Unit price per contract \$16/SF.

Total: 360 SF x \$16/SF = \$5,760.00

The original project contract amount (guaranteed maximum cost) was	183,012.00
Project net change by previously authorized change orders	0.00
The project contract amount (guaranteed maximum cost) prior to this change order was	183,012.00
The project contract amount (guaranteed maximum cost) will be increased by this change order	5,760.00
The new project contract amount (guaranteed maximum cost) including this change order	188,772.00
The project contract time will be affected by	days

Contractor
 Advanced Roofing South Florida
 1950 NW 22nd Street
 Ft. Lauderdale, FL 33311

Owner
 INDIAN RIVER STATE COLLEGE

By 

By _____

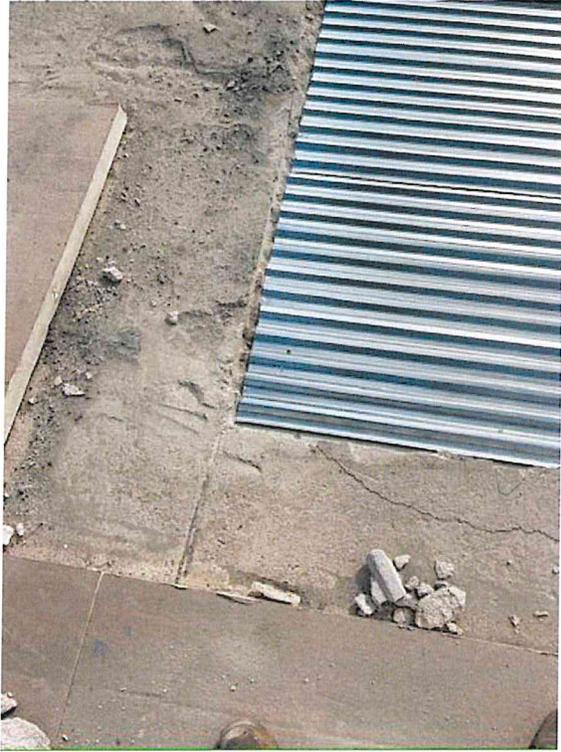
Date 12/17/25

Date _____



IMG_2252

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2232

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2233

Taken on:
Dec 12, 2025, 9:50 AM EST



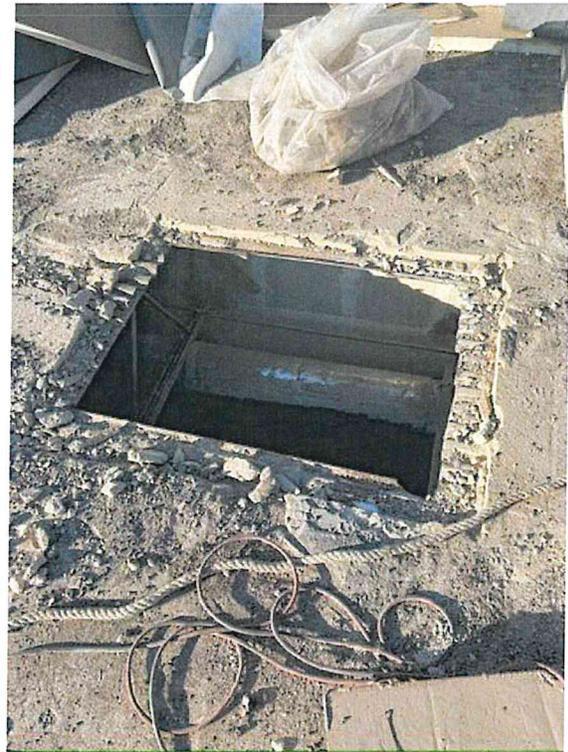
IMG_2253

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2254

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2255

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2230

Taken on:
Dec 12, 2025, 9:50 AM EST



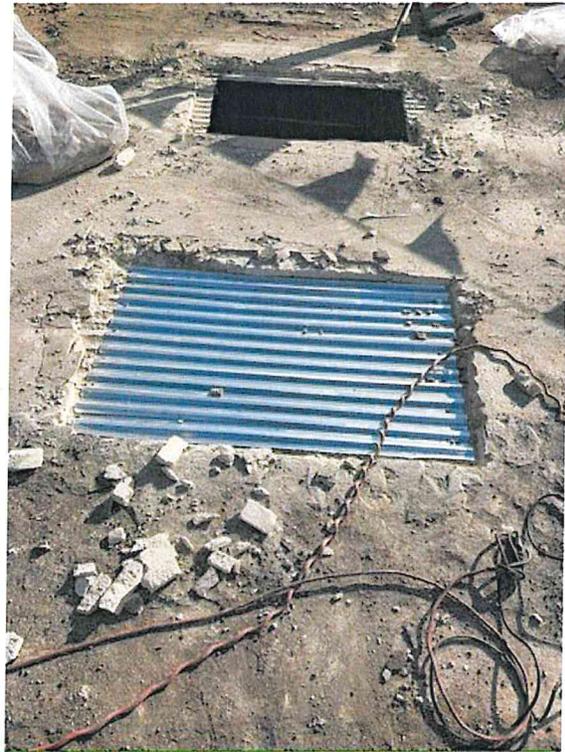
IMG_2236

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2235

Taken on:
Dec 12, 2025, 9:50 AM EST



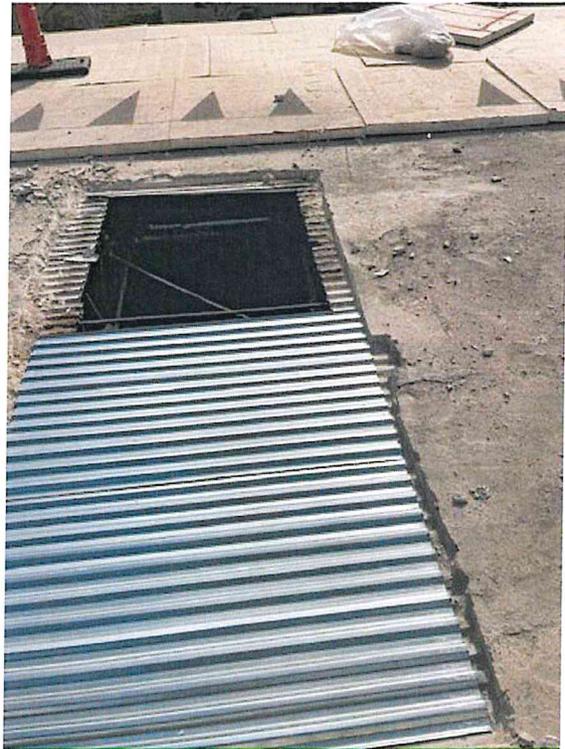
IMG_2250

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2251

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2231

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2256

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2239

Taken on:
Dec 12, 2025, 9:50 AM EST



IMG_2805

Taken on:
Dec 11, 2025, 6:41 PM EST



IMG_2804

Taken on:
Dec 11, 2025, 6:36 PM EST



IMG_2769

Taken on:
Dec 11, 2025, 5:45 PM EST



IMG_2766

Taken on:
Dec 11, 2025, 5:44 PM EST



IMG_2766

Taken on:
Dec 11, 2025, 5:44 PM EST



IMG_2765

Taken on:
Dec 11, 2025, 5:44 PM EST



IMG_2764

Taken on:
Dec 11, 2025, 5:44 PM EST



IMG_2764

Taken on:
Dec 11, 2025, 5:44 PM EST



IMG_2761

Taken on:
Dec 11, 2025, 5:43 PM EST



IMG_2757

Taken on:
Dec 11, 2025, 5:41 PM EST



IMG_2670

Taken on:
Dec 10, 2025, 1:56 PM EST



IMG_2669

Taken on:
Dec 10, 2025, 1:56 PM EST



IMG_2668

Taken on:
Dec 10, 2025, 1:55 PM EST



IMG_2664

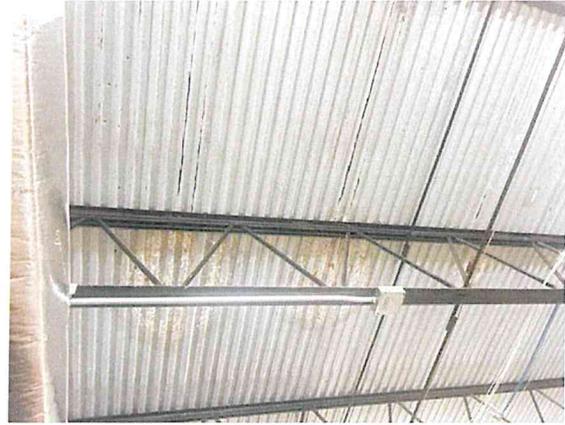
Taken on:
Dec 10, 2025, 1:54 PM EST



IMG_2662

Taken on:

Dec 10, 2025, 1:53 PM EST



IMG_2661

Taken on:

Dec 10, 2025, 1:53 PM EST



IMG_2660

Taken on:

Dec 10, 2025, 1:53 PM EST



CHANGE ORDER FORM

Change Order No. 0001 Contract ID No. Johns Manville PVC Kee Re-Roof Date 01/07/2026
 Vendor: Advanced Roofing Inc.
 Vendor Address: 1950 NW 22cd St. Fort Lauderdale, FL 33311
 Project No./Name: IRSC Massey Campus Library - Roof K (Lower Roof) Scope Change 25-R-072

Change Order Proposal(s), dated 12/24/2025 are hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This Change Order : CO#0001- PVC KEE

Change Order Proposal Justification: *Tear off existing roof, coverboard, and EPS to lightweight concrete. Install new tapered polyiso system. Rhinobond PVC KEE*

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 \$37,000.00.

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 and previously approved Change Order(s) 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).

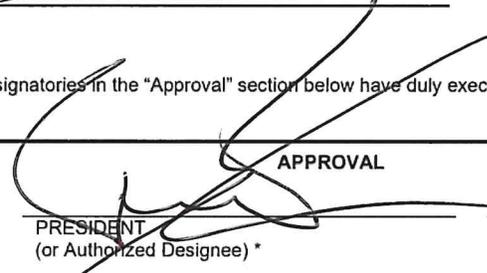
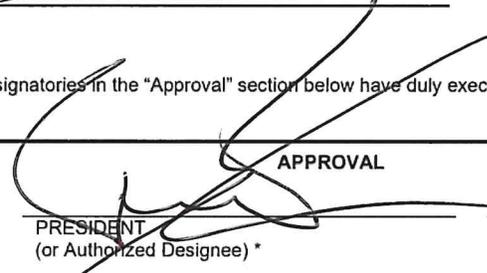
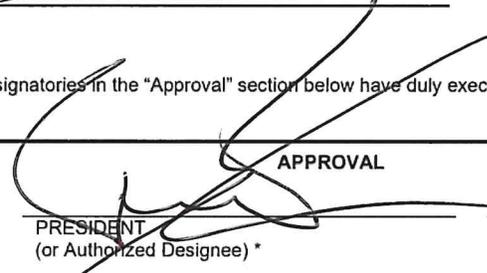
SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Massey Campus Library Re-Roof	45	\$452,421.00
Change Order #1	Polyiso system and Rinobond PVC KEE	0	\$37,000.00
Change Order #2		0	\$0.00
Current Totals			\$489,421.00

ACCEPTED AND AGREED

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act/modify the above-referenced Contract on Architect/Engineer/Contractor's behalf and acknowledge that Indian River State College is relying on their representations to that effect.

Architect/Engineer	Name and Title (print)	Date
	Signature	
Advanced Roofing, Inc.	Adrian Macatangay, Project Manager	1/8/25
Contractor (Name of Firm)	Name and Title (print)	Date
	Signature	
Facilities	Tony Quinn - AVP of Facilities	1/8/2026
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print)	Date
		
	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																																									
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Original Contract Value</td> <td style="width: 20%; text-align: right;">\$452,421.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Aggregate Previous Contract increases by CO/Amendment</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Aggregate Previous decreases by CO/Amend</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Value After Prior COs/Amend</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>This CO/Amend</td> <td></td> <td></td> </tr> <tr> <td>Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/></td> <td style="text-align: right;">\$37,000.00</td> <td></td> </tr> <tr> <td>CURRENT CONTRACT VALUE</td> <td style="text-align: right;">\$489,421.00</td> <td></td> </tr> </table>	Original Contract Value	\$452,421.00		Aggregate Previous Contract increases by CO/Amendment	\$0.00		Aggregate Previous decreases by CO/Amend	\$0.00		 			Value After Prior COs/Amend	\$0.00		 			This CO/Amend			Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	\$37,000.00		CURRENT CONTRACT VALUE	\$489,421.00		<table border="0" style="width: 100%;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; vertical-align: bottom;"></td> <td style="width: 30%; border-bottom: 1px solid black; vertical-align: bottom;">1/12/2026</td> </tr> <tr> <td style="vertical-align: top;">PRESIDENT (or Authorized Designee) *</td> <td style="vertical-align: top;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black; vertical-align: top;"> </td> <td style="border-bottom: 1px solid black; vertical-align: top;"> </td> </tr> <tr> <td style="vertical-align: top;">Department VICE PRESIDENT (or Authorized Designee)</td> <td style="vertical-align: top;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black; vertical-align: top;"> </td> <td style="border-bottom: 1px solid black; vertical-align: top;"> </td> </tr> <tr> <td style="vertical-align: top;">CHIEF FINANCIAL OFFICER (or Authorized Designee)</td> <td style="vertical-align: top;">DATE</td> </tr> <tr> <td colspan="2" style="text-align: center; vertical-align: bottom;">(Verification)</td> </tr> </table>		1/12/2026	PRESIDENT (or Authorized Designee) *	DATE			Department VICE PRESIDENT (or Authorized Designee)	DATE			CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE	(Verification)	
Original Contract Value	\$452,421.00																																									
Aggregate Previous Contract increases by CO/Amendment	\$0.00																																									
Aggregate Previous decreases by CO/Amend	\$0.00																																									
Value After Prior COs/Amend	\$0.00																																									
This CO/Amend																																										
Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	\$37,000.00																																									
CURRENT CONTRACT VALUE	\$489,421.00																																									
	1/12/2026																																									
PRESIDENT (or Authorized Designee) *	DATE																																									
Department VICE PRESIDENT (or Authorized Designee)	DATE																																									
CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE																																									
(Verification)																																										

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



Change Order

From
 Advanced Roofing South Florida
 1950 NW 22nd Street
 Ft. Lauderdale, FL 33311

Print Date 12/24/2025
Change Order Number 0001
Change Order Date 12/24/2025
Architect's Project No
Owner Change Order No
Contract
Contract Date 12/25/2025
Company Id 10

Project
 INDIAN RIVER STATE COLLEGE MASSEY CAMPUS -
 LIBRARY
 INDIAN RIVER STATE COLLEGE
 3209 Virginia Ave
 Fort Pierce, FL 34981

The contract is changed as follows

In lieu of the flat ISO scope of work for Roof K.

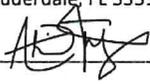
- Tear off existing roof, coverboard, and EPS to lightweight concrete
- Install new tapered polyiso system
- Rhinobond PVC KEE

Total: \$37,000.00

The original project contract amount (guaranteed maximum cost) was	452,421.00
Project net change by previously authorized change orders	0.00
The project contract amount (guaranteed maximum cost) prior to this change order was	452,421.00
The project contract amount (guaranteed maximum cost) will be increased by this change order	37,000.00
The new project contract amount (guaranteed maximum cost) including this change order	489,421.00
The project contract time will be affected by	days

Contractor
 Advanced Roofing South Florida
 1950 NW 22nd Street
 Ft. Lauderdale, FL 33311

Owner
 INDIAN RIVER STATE COLLEGE

By 

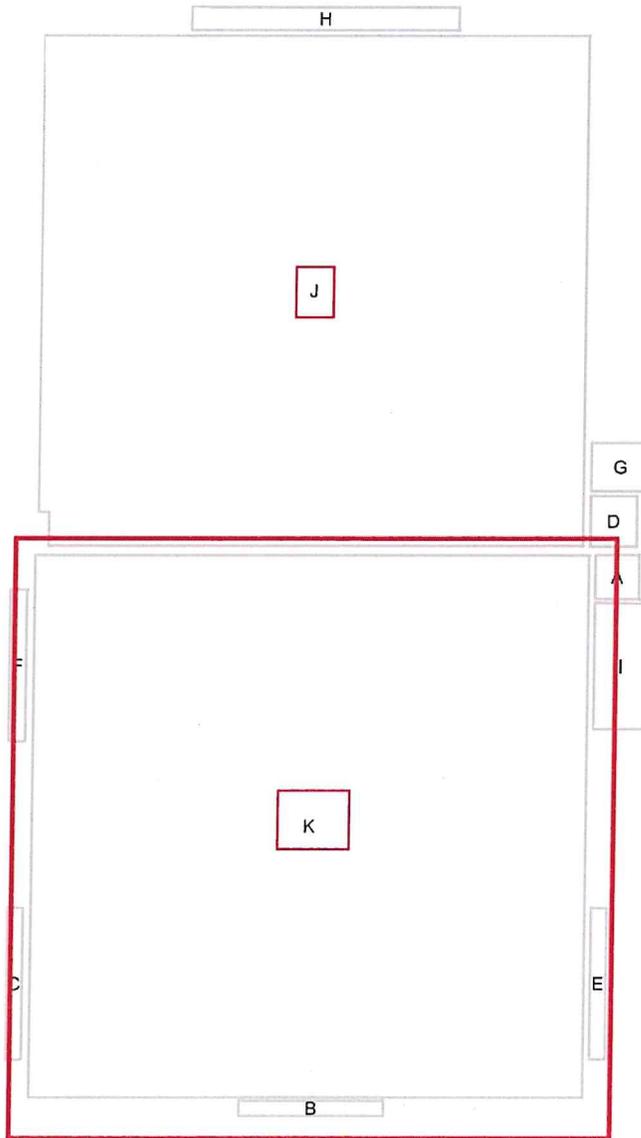
By _____

12/24/25
 Date

Date

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.





TOPIC: Independent Contractor Agreements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The College has full or partial executed Independent Contractor Agreements for the following vendors and projects:

- BMS CAT LLC, Pruitt C-Building Remediation \$112,426.00
- Fitzpatrick Plumbing, Massey Campus, Building O \$12,730.00
- Gerelcom Inc, Pruitt Fiber to SL Building \$28,852.86
- Precision Automation Inc, HVAC Building Controls Maintenance \$24,890.00
- Sign On, LLC, Massey W-Building Exterior Sign \$63,686.00
- Sunshine Premier Builders, LLC, Y-225 Electrical Trainers \$12,135.00
- Trane U.S. Inc, Clark AHU Replacement \$53,264.00
- Trane U.S. Inc, Massey P-Building AHU Replacement \$82,342.00
- Trane U.S. Inc, Pruitt J-Building AHU Refurbish \$79,324.00
- UES Professional Solutions LLC, N Building Remodel \$63,660.00

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of 10/7/2025 by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and BMS CAT, LLC (hereinafter referred to as the "Contractor"), having a principal business 5718 Airport Freeway Haltom City, TX 76117 in connection with the construction of the following described project: Pruitt Campus Building C Remediation, located at Indian River State College 500 SW California Blvd Building C, Port St Lucie, FL complete with all work appurtenant thereto as further specified in Exhibit A in correspondence with RFP #12-25C (Disaster Recovery and Remediation Services).

In consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties agree as follows:

1.00 SCOPE OF THE WORK. The Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, and other construction accessories, services, and facilities specified or required to be incorporated in and form a permanent part of the completed work. In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents, as defined in the attached General Contract Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in and covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

College or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit A, or additional services must be in accordance with the provisions of the College's policies and procedures, and must be contained in a written amendment or change order, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

2.00 THE CONTRACT DOCUMENTS. The Contract Documents shall consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in Section 1.00 of the General Contract Conditions as fully as if they were set forth in this Agreement in full.

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than 12/29/2025 and to fully complete all work by no later than 1/16/2026.

4.00 LIQUIDATED DAMAGES. The Contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time. The Contractor further agrees that his failure to substantially complete the work within the time allowed shall be considered as a breach of the Agreement and entitle the Owner to collect liquidated damages for the delay in completion of the sum of Five-Hundred and No/100 Dollars (\$500.00) for each calendar day that elapses between the date set forth in Section 3.00 of this Agreement, as extended in accordance with the General Contract Conditions, and the date of substantial completion of the Project.

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of One-Hundred Twelve Thousand Four-Hundred Twenty Six and no/100 Dollars (\$112,426.00) ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

Contractor shall be entitled to invoice College on a monthly basis for services performed set forth in the Fee Schedule referenced hereinto as Exhibit "B". The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by COLLEGE.

All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6.00 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall make such inspection, and when the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefor, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid. Final payment shall be made following the procedures set forth in the Contract Documents.

7.00 REPRESENTATIONS. The Contractor shall not extend the credit or faith of the Owner to any other persons or organizations. Contractor hereby represents to college, with full

knowledge that College is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

8.00 BINDING EFFECT. This Agreement shall be legally binding upon the heirs, personal representatives, successors, and assigns of the respective parties. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.00 SEVERABILITY. If any provisions of this Agreement are finally determined by a court of competent jurisdiction to be in violation of any statute or rule of law, then such provisions shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

10.00 WAIVER. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.

11.00 ENTIRE AGREEMENT. This Agreement, together with the Contract Documents as defined in Section 2.00 herein, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto. This Agreement represents the entire and integrated agreement between the College and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.00 COUNTERPARTS. This Agreement may be executed in several counterparts. Each counterpart shall be deemed an original but all counterparts together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile, email or scanned signatures shall be as valid as the original.

13.00 GOVERNING LAW. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in State of Florida. This transaction shall be governed by the laws of the State of Florida.

14.00 ATTORNEYS' FEES. In the event it becomes necessary for either party to enforce any provisions or breach of this Agreement by commencing litigation, if Owner is the prevailing party in such action, Owner shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

15.00 NOTICES. All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed given when personally delivered or when deposited in the United States certified mail, postage prepaid and addressed to the parties at the address set forth below:

If to Owner:

Indian River State College
Attn: Tony Quinn
Associate Vice President of Capital Planning,
Projects ,Facilities, and Purchasing
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596

16.00 SERVICES. Contractor shall perform all services in this contract in compliance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirements standards to receive federal reimbursement funding. The Contractor must comply with 2 CFR 200.318 (J) (2), regarding time and materials contracts. Specifically, a "non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk." Further, the Parties acknowledge the following federal requirements:

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144,

and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and

the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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.

If to Contractor, then to the individual at the address set forth in the signature block below. Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written and shall extend to and bind the parties, their successors, assigns, and personal representatives.

Contractor/Vendor/Supplier Name



Signature

Robb Clay

Name and Title

5718 Airport Freeway

Address

Haltom City, Texas 76117

City, State, Zip

KHAYLE14A9J8

Unique Entity ID (sam.gov) or Tax ID

12/15/2025

Date

OWNER:

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

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

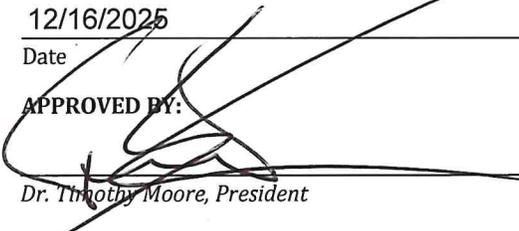
Facilities

College/Department

12/16/2025

Date

APPROVED BY:



Dr. Timothy Moore, President

1/12/2026

Date

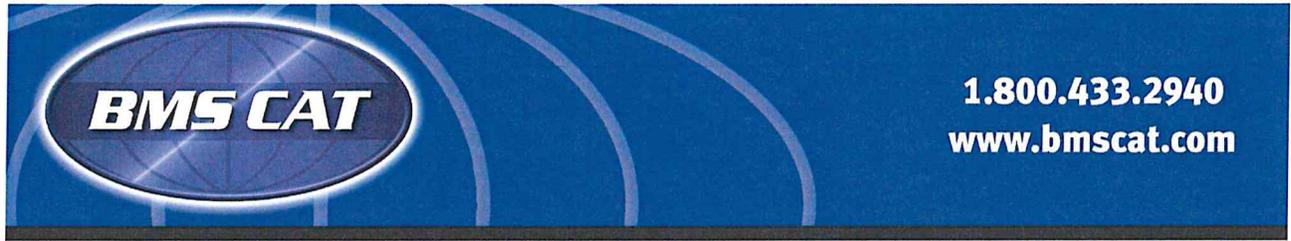


Exhibit A

SCOPE OF WORK

Prepared By:



10/7/2025

Chris Matthews
Regional Director

Prepared for:

Indian River College
500 SW California Blvd
Port St Lucie, FL

Overview:

BMS CAT, Inc. (BMS CAT) opened file on Indian River College on October 3, 2025. Chiller line insulation has failed and caused water to migrate and caused elevated humidity levels in both the B and C buildings. The water infiltration caused growth on contents, structure and all areas.

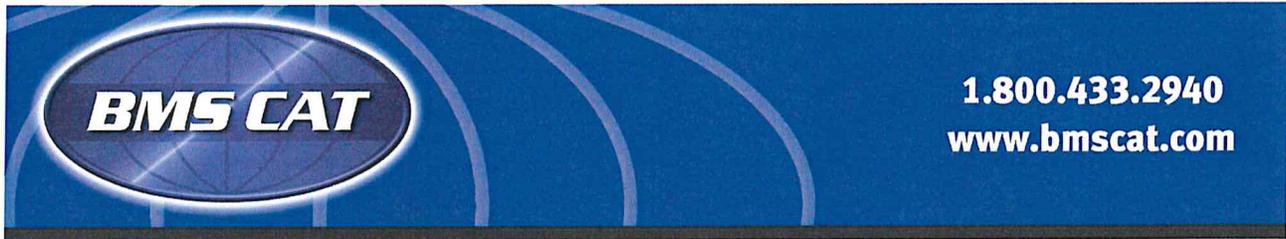
BMS CAT was asked to assess and respond to the damage and make recommendations and prepare a scope of work for the restoration that would be required.

Discussion:

We inspected all the affected areas of the property. We will be working with two separate buildings at the same time. We will coordinate removing drywall, insulation, ceiling tiles and flooring in areas to allow drying. We will work with the contractors and property to develop a plan to return the facility to a pre-loss condition while allowing business to continue.

Scope of Work:

- All labor and materials to mobilize to the job site.
- All labor, equipment and materials to install negative pressure in all areas.
- All labor, equipment and materials to remove drywall walls.
- All Labor, equipment and materials to remove all insulation and ceiling tiles,
- All labor, equipment and materials to dry any affected areas.
- All labor and materials to clean any areas affected by water intrusion.
- All labor, equipment and materials to manipulate contents to be discarded.
- All labor, equipment and materials to ceiling grid.
- All labor, equipment and materials to remove any debris.
- All labor, equipment and materials to clean and encapsulate all existing structure framing.
- All labor, equipment and materials to clean all areas per IICRC S520 Guidelines.
- All labor, equipment and materials to fog existing ductwork with an anti-microbial inhibitor.
- All labor, equipment and materials to remove carpets.
- All labor, equipment and materials to provide a safe working environment.



BMS CAT will provide all supervision, labor, materials and equipment to perform the services outlined in first level seating only the building.

The procedures outlined above will be used as guidelines in approaching the work. Continuous monitoring and evaluation of the site conditions and customer direction will dictate the actual services to be provided. In all cases, a commonsense approach will be applied to this project in order to minimize costs, complete the project in an efficient and timely manner and minimize the build back that will be required.

Health and Safety

- A. An initial hazard assessment was completed and potential site hazards will be identified and will be addressed by eliminating and or minimizing the hazards via compliance with all applicable Federal, State and local regulations. All restoration management, superintendents, supervisory personnel and laborers will have received training both general and site specific in the various hazards that exist at the site, the hazard control measures that are adopted to eliminate any potential for short or long-term injuries, and general hazard communication. BMS Cat, Inc will integrate all Portacool safety and health policies and procedures into its site-specific safety and health policies and procedures. All BMS CAT subcontractors will also receive the aforementioned training and will be required to comply with all applicable health and safety policies and procedures.

BMS CAT is fully aware that all restoration projects are dynamic and require constant safety and health supervision in order to maintain compliance, and to allow for any possible required adaptations to the initial safety and health program and procedures. These adaptations are usually due to a change in scope or the discovery of any previously unforeseen health and safety hazards that were not identified in the initial hazard analysis. Therefore, constant health and safety monitoring and hazard analysis will be conducted daily, and as necessary to maintain a proper level of vigilance throughout the project.

The project requires that certain equipment be introduced into the site in order to conduct the required restoration operations. Additionally, certain cleaning chemicals and materials normally not stored or utilized at the site will also be stored and applied accordingly as needed and specified by the scope of work. All equipment will be utilized in accordance with the manufacturers' recommendations and requirements and all Federal, State, and local regulations. Materials and chemicals will be stored in a designated location or locations at the site and will be stored in accordance with the manufacturers' recommendations and guidelines. Employees that handle, store, maintain and utilize the chemicals will be trained accordingly to comply with 29 CFR 1910.1200, OSHA's Hazard Communication "Employee's Right To Know" standard.

During the initial walkthrough the identified hazards and the appropriate control measures were determined:

- i. Scaffolding and Aerial Lifts (29 CFR 1926.450 {L}) – Only competent and trained personnel will design, erect, inspect and maintain any scaffolding utilized at the site. All scaffolding and Aerial lifts will comply with, be inspected and utilized/operated in accordance with the applicable Federal, State and Local Regulations
- ii. Fall Protection (29 CFR 1926.502) – All fall arrest systems will be properly maintained, inspected and utilized in accordance with the manufacturers' recommendations and guidelines and in accordance with the applicable Federal, State and Local Regulations. Fabricated fall protection/arrest systems (e.g., guardrails systems, safety-net systems, covers for holes, etc.) will be designed, erected and inspected only by competent and qualified personnel. All personnel required to wear fall protection equipment will be trained to properly select, inspect and utilized the available equipment.
- iii. Lock-Out/Tag-Out "The Control of Hazardous Energy" (29 CFR 1910.147) – BMS CAT personnel will coordinate with designated plant personnel to implement the appropriate shutdown, lock-Out/Tag-Out, and reenergizing procedures to control all hazards associated with machinery and equipment located throughout the facility. Only trained and qualified BMS CAT personnel are allowed to conduct proper lock-Out/Tag-Out procedures.

- iv. **Personal Protective Equipment (PPE) (29 CFR 1910.132)** – The appropriate level of PPE will be determined for each task. All BMS CAT personnel will utilize the appropriate Head, Hand, Eye, Face and Foot Protection as required by the plant and BMS CAT health and safety program and procedures. BMS CAT personnel are trained in the proper selection, maintenance and inspection of PPE.

- v. **Respiratory Protection (29 CFR 1910.134)** – Based on the hazards associated with a fire at this site, it has been determined that workers will be properly protected by using nuisance dust masks at a minimum when removing damaged insulation. The incorporation of an N-95 respirator may be warranted and will be determined for each task. All BMS CAT personnel have been screened and are determined to be physically fit to use respiratory protection, and are trained in the proper selection, inspection and maintenance of respiratory equipment.

- vi. **Hazard Communication (29 CFR 1910.1200)** – BMS CAT assumes the responsibility to ensure that the hazards of all chemicals utilized, stored or transported on site are evaluated, and that information concerning their hazards is transmitted to employers and employees. This transmittal of information is to be accomplished by means of comprehensive hazard communication programs, which are to include container labeling and other forms of warning, material safety data sheets and employee training. BMS CAT employees are trained in the use, storage and transport of BMS CAT restoration chemicals.

- vii. **Controlling Electrical Hazards** – BMS CAT personnel will be working around and cleaning areas where electrical hazards are and may be present. These areas include but are not limited to conduits, outlets, distribution systems, etc. BMS CAT will employ the proper procedures to eliminate and control any potential for contact with electrical hazards. All locations that are known to contain electrical hazards will be properly protected prior to conducting any restoration activities. BMS CAT will coordinate with designated plant personnel to identify, eliminate and control employee exposures to potential electrical hazards.

The list above is not intended to be entirely comprehensive. However, should the project be awarded to BMS CAT, further hazard analysis will be employed in order to identify and control any additional potential hazards associated with restoration activities

Special Conditions and Exclusions:

- BMS CAT requests that one designated representative be appointed for all communications and project matters.
- BMS CAT will require the use of plant services, specifically water, toilet facilities, and electrical services when they become available.
- BMS CAT will require an area in which a supply and equipment distribution can be maintained.
- BMS CAT employees will be uniformed for identification purposes.
- All personal belongings and valuables will be removed from the work area by others.
- This scope of work does not include any reconstruction, unforeseen items, taxes or permit costs.
- Upon completion of the work, the designated representative will inspect and accept the work as complete in writing.

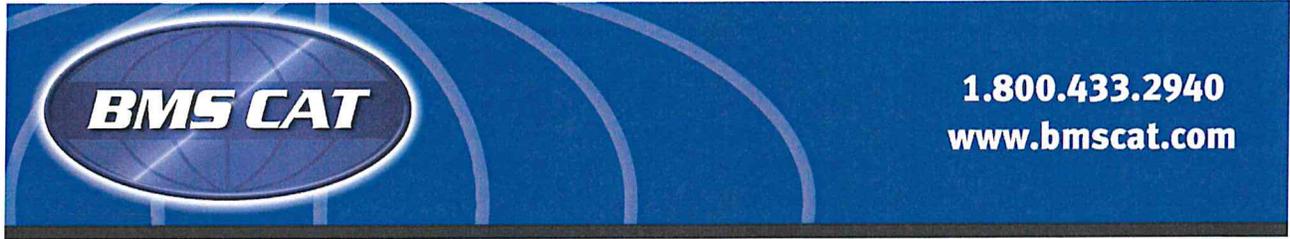
Scheduling and Manpower Loading

BMS CAT will provide all the remediation labor as needed, to perform the work described above. BMS CAT anticipates utilizing 1 Project Director, 1 Project Manager, 3 General Restoration Supervisors and 18 General cleaning labor for 14 days. It is BMS CAT's intention to handle this project in a timely manner outlined above, with full access to the affected areas that we will be working in.

Additional personnel may be added, as needed, to complete the work.

Pricing, Invoicing and Payment Terms:

All BMS CAT costs related to this Scope of Work will be billed on T&M on the agreed-to rate schedule. The Budgetary ROM is for each building is \$112,426 with a total for both buildings to be \$224,853 if at any time we uncover an unforeseen issue all mutual interested parties will be notified. The project will be invoiced once completed, and terms are net 30 days.



Conclusion

On behalf of BMS CAT, I would like to thank Indian River College for the opportunity to be of service and participate in your recovery process. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at 216-262-6596 or by email at cmatthews@bmscat.com.

Respectfully Submitted,
Chris Matthews
Regional Director

SANTA FE COLLEGE
3000 N.W. 83rd Street
Gainesville, FL 32606

OFFICE OF PURCHASING

DATE: 6/3/2025, 4:00 p.m.

TO: All Proposers

FROM: Phil Carver, Director of Purchasing & Auxiliary Services

SUBJECT: Recommended Award of RFP #12-25C (Disaster Recovery and Remediation Services)

Please be informed that I am recommending awarding this solicitation to two vendors – Belfor Property Restoration and BMS CAT, LLC. See below for the scoring summary.

You are hereby informed that failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This notice will be posted for review by interested parties for a period of 72 hours from the time on this notice.

We thank all the proposers for participating in this process.

Scoring Summary:

Criteria	Possible Points	Belfor Property Restoration	BMS CAT, LLC	Guarantee Restoration Services
Business Viability, Capability, and Organization	20	20	18	17
Operational Plan	20	20	19	18
Experience, Personnel, and Client References	20	20	18	17
Cost Proposal	40	38	37	34
TOTAL	100	98	92	86

Non-Responsive: Royal Plus, Inc.

Disqualified: Cotton Commercial USA, Inc., NorthStar Recovery Services, Signal USA, LLC

Time and Materials Rate Schedule

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
Project Consultant	\$ 160.00
Project Coordinator	115.00
Project Director	110.00
Project Manager	100.00
Assistant Project Manager	85.00
Health & Safety Officer	90.00
Clerical	42.50
Project Estimator	100.00
Project Accountant	70.00
Bio Hazard Supervisor	135.00
Bio Hazard Technician	115.00
Electronic Restoration Supervisor/ Technician	66.00
Remediation Supervisor/ Technician	75.00
Mold Remediation Labor	60.00
Restoration Supervisor	70.00
Restoration Tech	55.00
Resource Coordinator	70.00
Dehumidification Supervisor/ Technician	80.00
Desiccant Technician	95.00
Generator Technician	95.00
General Cleaning Labor	44.00
Carpenter Frame/Finish	88.00
Electrician	125.00
Painter	75.00
Plumber	135.00
Drywall Install/Finish	105.00
Flooring Installer	78.00
HVAC Mechanic	122.00
Insulation Installer	82.00
Equipment Operator	75.00
Roofer	220.00
Truck Driver	65.00
Document Recovery Technician	75.00
Document Specialist	70.00
Demolition Labor	61.00
Security/Fire Guard	90.00

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws, prevailing wage laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
4. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory, specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	Daily	Weekly	Monthly
Air Mover	\$ 32.00	\$ 160.00	\$ 640.00
Axial Fan	35.00	175.00	700.00
Air/Fan Hurricane 24"	62.00	310.00	930.00
Air/Fan Hurricane 36"	85.00	425.00	1,275.00
Air Scrubber Machine up to 1000 CFM	110.00	550.00	1,650.00
Air Scrubber Machine 2,000 CFM	155.00	775.00	2,325.00
Airless Sprayer	180.00	900.00	2,700.00
Air Compressor <10 CFM	32.00	160.00	480.00
Air Compressor 10 - 90 CFM	85.00	425.00	1,700.00
Air Compressor 90 - 150 CFM	150.00	750.00	3,000.00
Air Compressor Accessories	12.50	62.50	250.00
Blasting Unit, Argi /Soda & Accessories	600.00	3,000.00	12,000.00
Cable Ramps	20.00	100.00	300.00
Cable, 4/0 Cam Lock 50'	\$ 30.00	\$ 150.00	\$ 600.00
Cable, 4/0 Cam Lock 100'	44.00	220.00	880.00
Cable - Camlock Tees	9.00	45.00	180.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00	220.00	880.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00	320.00	1,280.00
Cable Tails - #2 - Male or Female	23.00	115.00	460.00
Cable Tails - 4/0 - Male or Female	15.00	75.00	300.00

CLASSIFICATION	Daily	Weekly	Monthly
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00	350.00	1,400.00
Cable - Banded Wire - 50 ft	75.00	375.00	1,500.00
Carpet Machine (portable)	250.00	1,250.00	3,750.00
Carpet Machine (Truck Mount) w/Fuel	450.00	2,250.00	6,750.00
Cart - Debris Cart	30.00	150.00	450.00
Cart, Flat Cart	25.00	125.00	375.00
Chain Saw	25.00	125.00	375.00
Deep Drying Refrigerant Unit	2,200.00	11,000.00	44,000.00
Dehumidifiers Refrigerant- (LGR) Large	130.00	650.00	2,600.00
Dehumidifiers Refrigerant (LGR) X Large	168.00	840.00	3,360.00
Dehumidifiers Refrigerant (LGR) XX Large	200.00	1,000.00	4,000.00
Desiccant - 600 CFM	625.00	3,125.00	12,500.00
Desiccant - 1000 CFM	750.00	3,750.00	15,000.00
Desiccant - 2000 CFM	975.00	4,875.00	19,500.00
Desiccant - 3500 CFM	1,300.00	6,500.00	26,000.00
Desiccant 6500 CFM	2,000.00	10,000.00	40,000.00
Desiccant -12000 CFM	3,500.00	17,500.00	70,000.00
Dolly Drywall	35.00	175.00	525.00
Ducting, Flex, per 25 ft section	35.00	175.00	700.00
DX Unit 6 ton	420.00	2,100.00	8,400.00
DX Unit 12.5 ton	525.00	2,625.00	10,500.00
DX Unit 15 ton	630.00	3,150.00	12,600.00
DX Unit 25 ton	1,050.00	5,250.00	21,000.00
DX Unit 50 Ton	1,375.00	6,875.00	27,500.00
DX Unit 80 Ton	1,575.00	7,875.00	31,500.00
DX Unit 2500 CFM	550.00	2,750.00	11,000.00
DX Unit 5000 CFM	900.00	4,500.00	18,000.00
DX Unit 6000 CFM	1,000.00	5,000.00	20,000.00
DX Unit - 10,000 CFM	1,700.00	8,500.00	34,000.00
DX Unit - 18,000 CFM	2,300.00	11,500.00	46,000.00
DX Unit - 20,000 CFM	2,700.00	13,500.00	54,000.00
Dumpster Hopper for Fork Lift	325.00	1,625.00	6,500.00
Edge Guard, linear foot	5.00	25.00	75.00
EDP - Tool Set	24.00	120.00	360.00
EDP - Instrument Drying Oven	140.00	700.00	2,100.00
EDP - High Pressure Sprayer	50.00	250.00	750.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	195.00	975.00	3,900.00
Electrical Dist. Panel - 400 amp Cam/ 100 amp 208V Splitter	275.00	1,375.00	5,500.00
Electrical Dist. Panel - 400 amp Cam/ 100 amp 480V Splitter	275.00	1,375.00	5,500.00
Electrical Distribution Panel - 600 amp Multi	300.00	1,500.00	6,000.00
Electrical Distribution Panel - 1200 amp Multi	400.00	2,000.00	8,000.00
Electrical Distribution Panel - Spider Box with GFCI	90.00	450.00	1,800.00
Electrical Distribution Panel - 400 amp Disconnect	265.00	1,325.00	5,300.00
Electrical Dist. Panel - 480V to 120V (12 x 20amp circuits)	250.00	1,250.00	5,000.00
Elect. Dist. Panel - 480V to 240V/110V - 200amp with Transformer	340.00	1,700.00	6,800.00
Elect. Dist.- 208V to120V(main box 6 stringers w/quads + 1000 ft c	750.00	3,750.00	15,000.00

CLASSIFICATION	Daily	Weekly	Monthly
Electrical Dist. Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00	140.00	560.00
Electrostatic Sprayer	165.00	825.00	2,475.00
Extraction Unit Truck Mounted	450.00	2,250.00	6,750.00
Extraction Unit (Portable)	160.00	800.00	2,400.00
Extractor, Ride On Unit	275.00	1,375.00	5,500.00
Flanders Filter 24" x 24"	28.00	140.00	420.00
Flanders Filter 24" x 48"	55.00	275.00	825.00
Flex Duct 25 ft. (Return Duct)	35.00	175.00	700.00
Flex Duct 25 ft	35.00	175.00	700.00
Floor Orbital Sander	65.00	325.00	1,300.00
Foamer	100.00	500.00	1,500.00
Roto Floor Machine up to 20"	62.00	310.00	1,240.00
Floor, Ride on Scrubber	425.00	2,125.00	8,500.00
Floor, Ride on Tile Scraper	1,150.00	5,750.00	23,000.00
Floor, Scraper Walk Behind 100 lb	185.00	925.00	3,700.00
Floor, Scraper Walk Behind 400 lb Self propelled	395.00	1,975.00	7,900.00
Floor, Scrubber Walk Behind	300.00	1,500.00	6,000.00
Fogger, Thermal	100.00	500.00	1,500.00
Fogger, ULV	30.00	150.00	450.00
Forklift/Boom 6000	625.00	3,125.00	12,500.00
Forklift/Boom 8000	820.00	4,100.00	16,400.00
Forklift/Boom 10000	860.00	4,300.00	17,200.00
Forklift/Boom 12000	1,035.00	5,175.00	20,700.00
Forklift/Boom Dump Attachment 7 cu. Yd.	275.00	1,375.00	5,500.00
Forklift/Boom Basket Attachment	175.00	875.00	3,500.00
Forklift/Boom Scope Bucket Attachment	135.00	675.00	2,700.00
Forklift/Boom Fork Attachment	120.00	600.00	2,400.00
Fuel Tank Single wall 275 Gallon (Empty)	125.00	625.00	2,500.00
Fuel Tank Single wall 500 Gallon (Empty)	300.00	1,500.00	6,000.00
Fuel Tank Single wall 1,000 Gallon (Empty)	500.00	2,500.00	10,000.00
Fuel Tank Single wall 2,300 Gallon (Empty)	625.00	3,125.00	12,500.00
Generator up to 10KW (1000 Watt)	125.00	625.00	1,875.00
Generator 36 KW	485.00	2,425.00	9,700.00
Generator 60KW	575.00	2,875.00	11,500.00
Generator 80 KW	625.00	3,125.00	12,500.00
Generator 100 KW	800.00	4,000.00	16,000.00
Generator 150 KW	850.00	4,250.00	17,000.00
Generator 180 KW	1,000.00	5,000.00	20,000.00
Generator 200 KW	1,050.00	5,250.00	21,000.00
Generator 230 KW	1,075.00	5,375.00	21,500.00
Generator 250 KW	1,100.00	5,500.00	22,000.00
Generator 300 KW	1,350.00	6,750.00	27,000.00
Generator 350 KW	1,760.00	8,800.00	35,200.00
Generator 400 KW	1,815.00	9,075.00	36,300.00
Generator 500 KW	2,500.00	12,500.00	50,000.00
Generator 1,000 KW	6,700.00	33,500.00	134,000.00

CLASSIFICATION	Daily	Weekly	Monthly
Generator - 2,000 KW	9,400.00	47,000.00	188,000.00
Generator - 200 Amp Banded Cable	100.00	500.00	2,000.00
Generator - 400 Amp Banded Cable	200.00	1,000.00	4,000.00
Generator Pigtails	15.00	75.00	300.00
Generator 2/0 Cable 50'	40.00	200.00	800.00
Generator 4/0 Cable 50'	50.00	250.00	1,000.00
Generator 240 Hour Service	550.00	-	-
Hard Containment Panels - Per Linear Foot	5.00	25.00	75.00
Air Conditioner / Heater - 1 Ton	195.00	975.00	3,900.00
Air Conditioner / Heater - 3 Ton	600.00	3,000.00	12,000.00
Air Conditioner / Heater - 5 Ton	800.00	4,000.00	16,000.00
Air Conditioner / Heater 10 Ton	975.00	4,875.00	19,500.00
Air Conditioner - 15 Ton	1,050.00	5,250.00	21,000.00
Air Conditioner / Heater 20 Ton	1,150.00	5,750.00	23,000.00
Air Conditioner - 25 ton	1,275.00	6,375.00	25,500.00
Air Conditioner - 60 ton	2,995.00	14,975.00	59,900.00
Air Conditioner - 80 Ton	4,775.00	23,875.00	95,500.00
Heat Gun (Shrink Wrap)	60.00	300.00	1,200.00
Heater - Up to 59,000 BTU	412.50	2,062.50	8,250.00
Heater - 60,000 - 84,999 BTU	467.50	2,337.50	9,350.00
Heater - 85,000 - 99,000 BTU	566.50	2,832.50	11,330.00
Heater - 100,000 to 149,000 BTU	715.00	3,575.00	14,300.00
Heater - 150,000 to 199,000 BTU	797.50	3,987.50	15,950.00
Heater - 200,000 to 299,000 BTU	1,127.50	5,637.50	22,550.00
Heater - 300,000 to 399,000 BTU	1,347.50	6,737.50	26,950.00
Heater - 400,000 to 499,000 BTU	1,567.50	7,837.50	31,350.00
Heater - 500,000 to 599,000 BTU	1,815.00	9,075.00	36,300.00
Heater - 600,000 to 699,999 BTU	2,007.50	10,037.50	40,150.00
Heater 700,000 to 799,999 BTU	2,310.00	11,550.00	46,200.00
Heater - IDF 500	600.00	3,000.00	12,000.00
Heater - IDF 700	1,150.00	5,750.00	23,000.00
Heater - 60 KW	530.00	2,650.00	10,600.00
Heater - 150 KW	1,570.00	7,850.00	31,400.00
Heater - Torpedo Propane/Kerosene Large	95.00	475.00	1,900.00
Heater - Torpedo Propane/Kerosene Small	55.00	275.00	1,100.00
HVAC Air tool kit	28.00	140.00	420.00
HVAC Cutting/ Spray Kit	28.00	140.00	420.00
HVAC - Duct Auger	100.00	500.00	1,500.00
HVAC - Duct Sweeper	80.00	400.00	1,200.00
HVAC Video Tool	150.00	750.00	2,250.00
Hydrogen Tank	165.00	825.00	3,300.00
Hydroxl Generator, Boss	225.00	1,125.00	4,500.00
Hydroxl Generator, Boss XL3	240.00	1,200.00	4,800.00
Infrared Camera Thermal Imaging	155.00	775.00	2,325.00
Injection Dry System or Similar	145.00	725.00	2,175.00
Injection Dry Hoses, Hepa Attachment	112.00	560.00	2,240.00

CLASSIFICATION	Daily	Weekly	Monthly
Injection Dry Wall Unit	180.00	900.00	3,600.00
Injection Mat	35.00	175.00	700.00
Injection Floor Unit (< 5 panels)	275.00	1,375.00	5,500.00
Insulation Machine	295.00	1,475.00	5,900.00
Insulation Vacuum	325.00	1,625.00	6,500.00
Insulated Heater Duct 20" x 25'	30.00	150.00	600.00
Insulated A/C Duct 20" x 25'	30.00	150.00	600.00
Kett Saw	45.00	225.00	675.00
Ladder Extension < 24'	25.00	125.00	375.00
Ladder Extension > 24'	35.00	175.00	525.00
Lift Up to 40' Straight Boom	510.00	2,550.00	10,200.00
Lift 41' to 60' Straight Boom	720.00	3,600.00	14,400.00
Lift 61' to 80' Straight Boom	1,125.00	5,625.00	22,500.00
Lift Up to 40' Articulating	505.00	2,525.00	10,100.00
Lift 41" to 60' Articulating	715.00	3,575.00	14,300.00
Lift 61' to 80' Articulating	1,300.00	6,500.00	26,000.00
Lights 100' String Lights	27.00	135.00	540.00
Lights 50' String Lights	23.00	115.00	460.00
Lights Balloon	130.00	650.00	2,600.00
Lights Demo Lights	23.00	115.00	345.00
Lights Tower Unit	180.00	900.00	3,600.00
240 Hour Light Tower (towable) Service Fee	350.00	1,750.00	7,000.00
Lights Wobbles	45.00	225.00	675.00
Lock and Tag Out Kit	20.00	100.00	300.00
Matterport Imaging System	295.00	1,475.00	5,900.00
Moisture Meter	26.00	130.00	390.00
Micromanometer - Recording	100.00	500.00	1,500.00
Negative Air Machine	150.00	750.00	2,250.00
Ozone Equipment Large Unit	160.00	800.00	2,400.00
Ozone Equipment Small Unit	125.00	625.00	1,875.00
Pallet Jack	70.00	350.00	1,400.00
Personal Fall Protection	30.00	150.00	450.00
PPE (Hard Hat, Goggles, Vest)	15.00	75.00	300.00
PRP Respirator Half Face No Cartridge	14.00	70.00	280.00
PRP Respirator Full Face No Cartridge	25.00	125.00	500.00
Portable Canopy 10x10	30.00	150.00	600.00
Pressure Washer w/Trailer Hot	375.00	1,875.00	7,500.00
Pressure Washer Cold	100.00	500.00	1,500.00
Pressure Washer w/trailer >500gal	210.00	1,050.00	4,200.00
Pressure Washer Hot	150.00	750.00	3,000.00
Pump Discharge Hose 2" (50' Ea)	20.00	100.00	400.00
Pump Discharge Hose 4" (50' Ea)	35.00	175.00	700.00
Pump Discharge Hose 6" (50' Ea)	51.50	257.50	1,030.00

CLASSIFICATION	Daily	Weekly	Monthly
Pump Discharge Hose 8" (50' Ea)	118.00	590.00	2,360.00
Pump Suction Hose 2" (20' Ea)	20.00	100.00	400.00
Pump Suction Hose 4" (20' Ea)	35.00	175.00	700.00
Pump Suction Hose 6" (20' Ea)	40.50	202.50	810.00
Pump Suction Hose 8" (20' Ea)	69.50	347.50	1,390.00
Pump, Sump 3/4" submersible	52.00	260.00	1,040.00
Pump, Trash 2" gas trash pump	150.00	750.00	3,000.00
Pump, Trash 3" diesel	225.00	1,125.00	4,500.00
Pump, Trash 4" diesel	265.00	1,325.00	5,300.00
Pump, Trash 4" gas trash pump	230.00	1,150.00	4,600.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00	110.00	440.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	40.00	200.00	800.00
Quad Box Feeder Panel - 100 amp	150.00	750.00	3,000.00
Quad Box Feeder Panel - 200 amp	180.00	900.00	3,600.00
Quad Box String - 10 ft with GFI	22.00	110.00	440.00
Quad Box String - 20 ft with GFI	26.00	130.00	520.00
Quad Box String - 30 ft with GFI	32.00	160.00	640.00
Quad Box String - 50 ft with GFI	36.00	180.00	720.00
Radio, 2 way Job Site Communication	20.00	100.00	300.00
Ramps, Cable	20.00	100.00	300.00
Safety Cones	5.00	25.00	75.00
Scaffold, (Baker per section)	41.00	205.00	615.00
Scissor Lift 0 24 ft	250.00	1,250.00	5,000.00
Scissor Lift 25 30 ft	350.00	1,750.00	7,000.00
Scissor Lift 31 40 ft	385.00	1,925.00	7,700.00
Scissor Lift 41 50 ft	590.00	2,950.00	11,800.00
Skid Steer < 2500lbs	550.00	2,750.00	11,000.00
Skid Steer Grapple Bucket	185.00	925.00	3,700.00
Spider Box	90.00	450.00	1,800.00
Transformer 75 kVA 100 kVA	175.00	875.00	3,500.00
Transformer 150 kVA	310.00	1,550.00	6,200.00
Transformer 225KVA 480v 208v	415.00	2,075.00	8,300.00
Ultrasonic Bath, Large	395.00	1,975.00	7,900.00
Ultrasonic Bath, Small	80.00	400.00	1,600.00
Utility Vehicle	165.00	825.00	3,300.00
Vacuum, Backpack HEPA	75.00	375.00	1,125.00
Vacuum, HEPA	85.00	425.00	1,275.00
Vacuum, Shop (Canister or Wet/Dry)	25.00	125.00	375.00
Vacuum, Upright	20.00	100.00	300.00
Vapor Shark, Large (cartridge extra)	85.00	425.00	1,275.00
VaporTec, Small (cartridge extra)	50.00	250.00	750.00
Wall Injection Unit	180.00	900.00	3,600.00
Water dispersement diaphragm w/regulator	110.00	550.00	2,200.00
Zip Wall Poles (Pair)	20.00	100.00	300.00

CLASSIFICATION	Daily	Weekly	Monthly
Trailer - 53' Semi	225.00	1,125.00	4,500.00
Trailer - Dump Trailer (Equip Only)	200.00	1,000.00	4,000.00
Trailer - Enclosed < 20'	40.00	200.00	800.00
Trailer - Enclosed 21' to 35'	75.00	375.00	1,500.00
Trailer - Flatbed < 20'	30.00	150.00	600.00
Trailer - Flat Deck	195.00	975.00	3,900.00
Trailer - Refrigerated (No Fuel)	225.00	1,125.00	4,500.00
Vehicle - Box / Moving Truck	250.00	1,250.00	5,000.00
Vehicle - Van Passenger	140.00	700.00	2,800.00
Vehicle - Car	65.00	325.00	1,300.00
Vehicle - Pickup 1/2 Ton	95.00	475.00	1,900.00
Vehicle - Pickup 3/4 Ton	140.00	700.00	2,800.00
Vehicle - SUV - Large	90.00	450.00	1,800.00
Vehicle - SUV - Small	70.00	350.00	1,400.00
Vehicle - Semi Tractor	345.00	1,725.00	6,900.00
Vehicle - 1 Ton Pickup/ Flatbed	200.00	1,000.00	4,000.00
Vehicle - 1 1/4Ton Pickup/ Flatbed	220.00	1,100.00	4,400.00
Mileage - Semi Truck, Mobile Command	4.75	per mile	
Dumpster Load 20 yard up to 4 tons of debris	720.00		
Dumpster Load 30 yard up to 7 tons of debris	925.00		
Dumpster Load 40 yard up to 8 tons of debris	1,100.00		
Dumpster Rental	22.00		
Portable toilets		200.00	
Handwash Stations		250.00	
Storage Containers			450.00
Storage Containers - Delivery and Pick up Fees	375.00		

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. The weekly rate represents the maximum amount allowed for each piece of equipment used during a seven day period. The monthly rate represents the maximum amount allowed for each piece of equipment used during a thirty day period.

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates

A. Material Rates

CLASSIFICATION	RATE		uom
Absorbent Pad	\$ 11.50	/	Each
Antigel	\$ 17.00	/	Quart
Adhesive Remover	\$ 15.00	/	Can
Anti - Microbial Sealer	142.00	/	Gal
Alcohol_- Isopropyl	55.00	/	Gal
Biocides/Disinfectants	64.00	/	Gal
Blades _ KETT Saw, Tungsten Carbide	85.00	/	Each
Blades - Kett Saw	17.50	/	Each
Blades Reciprocating	12.25	/	Each
Blades Circular Saw	27.85	/	Each
Blades 2" Tile	28.00	/	Each
Blades 3.5" Tile	46.00	/	Each
Blades 4" Razor Edge Scrapper	1.35	/	Each
Blades 8" Surface Scrapper	5.25	/	Each
Blades, Demo (Saw, Grinder Wheels, Etc.)	35.50	/	Each
Bleach	9.00	/	Gal
Boots, Rubber	55.00	/	Pair
Box, Dish Pack	7.50	/	Each
Box, for Freeze Dry	4.75	/	Each
Box, Large 18"x18"x24"	6.50	/	Each
Box, Medium, 18"x18"x16"	5.75	/	Each
Box - Book	4.50	/	Box
Boxes - File	6.85	/	Box
Boxes - Mirror	5.75	/	Box
Boxes Packing Labels	0.90	/	Each

CLASSIFICATION	RATE		uom
Boxes Packing Paper	35.00	/	Pack
Boxes Packing Peanuts	38.75	/	Bag
Boxes - Wardrobe 24"x24"x44"	26.85	/	Box
Brush, Grout	5.50	/	Each
Brush Scrub Type w/handle	14.00	/	Each
Brush, HEPA Vacuum	7.50	/	Each
Brush, Wire	8.75	/	Each
Bubble Wrap 12" x 250'	145.00	/	Roll
Bubble Wrap Anti Static SM 24"X 750'	195.50	/	Roll
Carpet Deodorizer	42.00	/	Gallon
Carpet Mask	125.00	/	Roll
Cartridge - Respirator	20.00	/	Each
Coil Cleaner	70.00	/	Gallon
Cotton Cleaning Cloths	7.95	/	LB
DEF Fluid (2.5 Gal)	32.50	/	Each
Degreaser - Heavy Duty	39.00	/	Gallon
Deodorizing Gel Blocks	14.30	/	LB
Deodorizing Liquid	86.00	/	Gallon
Desudser	55.00	/	Gallon
Door/ Window - Duct Entry Kit	135.00	/	Each
Duct Clamp	6.00	/	Each
Dry Ice Material	6.50	/	LB
Drywall Screws 2" (1lb)	8.75	/	Box
Drywall Screws 3" (1lb)	13.25	/	Box
Duct Sealant / Encapsulant	95.00	/	Gallon
Dry Solvent Stain Remover	148.00	/	Gallon
Dusters w/Handle	18.75	/	Each
EDP - Corrosion Control Lubricant #1* or equivalent	110.00	/	Gallon
EDP - Corrosion Control Lubricant #2* or equivalent	110.00	/	Gallon
Emulsifier - Powder	15.00	/	LB
Emulsifier - Liquid	52.00	/	Gallon
Fiberlock Shockwave Disinfect	85.00	/	Gallon
Filter - Carbon	49.75	/	Each
Filter - HEPA for Air Filtration Unit	330.00	/	Each
Filter - HEPA for Vacuum	495.00	/	Each
Filter - Primary	4.00	/	Each
Filter - Secondary 24 x 24 x 2	12.00	/	Each
Filter - Secondary 15 x 18 x 2	13.00	/	Each
Filter - Dehumidification	10.00	/	Each
Floor Dry	25.00	/	Bag
Floor Protection - Ram Board	120.00	/	Roll
Furniture Blocks	90.00	/	Box
Furniture Pads	110.00	/	Box

CLASSIFICATION	RATE		uom
Furniture Polish	15.50	/	Can
Glass Cleaner Concentrate	21.00	/	Gallon
Glass Cleaner Per Can	11.50	/	Can
Gloves - Cotton	2.80	/	Pair
Gloves - Kevlar (Cut Resistant)	24.00	/	Pair
Gloves - Latex	2.25	/	Pair
Gloves - Leather	7.50	/	Pair
Gloves - Mechanics	18.50	/	Pair
Gloves - Nimble Finger (N-Dex)	1.25	/	Pair
Goggles	9.00	/	Pair
Grid Clips Containment Suspension	5.25	/	Each
Hand Cleaning Wipes	50.00	/	Tub
HEPA Vac Bonnets	20.00	/	Each
Hog Rings	25.00	/	Box
Ice	6.25	/	Bag
Inventory Tags	80.00	/	Box
Jet Line	75.00	/	Bucket
Lemon Oil	70.00	/	Gallon
Mask - N95	84.00	/	Box
Mask - Particulate	40.00	/	Box
Mats - Sticky, Wak-off	120.00	/	Case
Metal Flashing	60.00	/	Roll
Mop Heads	16.00	/	Each
Odor Counteractant	140.00	/	Gallon
Odromatic	77.00	/	Gallon
Pads, Various 15" 20" Floor Machine	15.00	/	Each
Painters Plastic .75 mil	60.00	/	Roll
Paper - Corrugated	170.00	/	Roll
Paper - Craft	75.00	/	Roll
Pigmented Sealer	65.00	/	Gallon
Polishing Pads	62.00	/	20/Box
Polyester Filter Material	195.00	/	Roll
Polyethylene Bags - 3-6 mil	134.00	/	Roll
Poly. Sheeting (20'x100' roll)(4 mil)	118.00	/	Roll
Poly. Sheeting (20'x100' roll)(6 mil)	160.00	/	Roll
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	170.00	/	Roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	215.00	/	Roll
Poly. Sheeting (20'x100' roll)(6 mil) Reinforced	300.00	/	Roll
Poly. Sheeting (20'x100' roll)(6 mil) Reinforced - fire ret.	425.00	/	Roll
Pump - Barrel Syphon	33.00	/	Each
PVC Containment 1.5" Pipe	3.25	/	Lf
PVC Containment 3/4 Way Fittings	12.25	/	Each
Rags - Terry Towels	7.00	/	LB
Restoration Sponge	3.00	/	Each
Safety Glasses	6.60	/	Each
Service Kit - Desiccant DH or DX Unit	395.00	/	Each
Service Kit - Generator up to 99 KW	495.00	/	Each
Service Kit - Generator 100 to 199 KW	895.00	/	Each
Service Kit - Generator 200 to 299 KW	1,295.00	/	Each
Service Kit - Generator 300 to 500 KW	1,695.00	/	Each
Shrink Wrap	59.00	/	Roll
Shockwave	85.00	/	Gallon
Shoe Covers (Poly Type)	1.00	/	Pair

CLASSIFICATION	RATE		uom
Signage Warning / Danger	15.00	/	Each
Sleeves - Cut Resistant	\$ 29.00	/	Pair
Soda Blaster Material (50 lb)	87.50	/	Bag
Soda Blaster Abrasive Material (50 lb)	92.50	/	Bag
Soot Encapsulant - Clear	92.00	/	Gallon
Spray Adhesive	13.50	/	Can
Spray Bottle with Trigger	5.50	/	Each
Stainless Steel Polish	16.00	/	Can
Suit - Tyvek	14.00	/	Each
Tape - Boxing	8.00	/	Roll
Tape- Builder Board	27.00	/	Roll
Tape - Duct	10.55	/	Roll
Tape - Blue Remediation	16.00	/	Roll
Tape - Painters	16.60	/	Roll
Tape - Barricade	33.00	/	Roll
Tape - HVAC, Aluminum	42.00	/	Roll
Tape - Layflat	65.00	/	Roll
Tarp Material	0.47	/	SF
ThermoFog spray	150.00	/	Gallon
Trash Bags - Disposable	45.00	/	Roll
Tubing - Lay Flat	325.00	/	Roll
Tubing - Lay Flat	1.40	/	LF
Vacuum Bags	9.35	/	Each
Vapor Shark 3X Membrane	125.50	/	Each
Various Scrub Pad, 15 20" for Floor machine	15.98	/	Each
Water - Bottle	12.75	/	24/Pack
Wipes, Shop	23.12	/	Roll
Zippers - containment	19.25	/	Each

CLASSIFICATION	RATE		uom
Board up bolts incl. washers and nuts, per set of 4 each	21.00	/	Each
Nails 8d 16d	9.00	/	LB
Wood/Drywall Screws	23.50	/	LB
Furring Strip 1x3x8	7.25	/	Each
OSB- 4 x 8 x 1/2 Sheet	32.00	/	Each
OSB - 4 x 8 x 5/8 Sheet	56.00	/	Each
Plywood - 4 x 8 x 1/2 Sheet	65.00	/	Each
Plywood - 4 x 8 x 5/8 Sheet	85.00	/	Each
Wood 2 x 4 x 8 (Stud)	10.25	/	Each

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Reimbursables

A. Travel, Lodging and Per Diem

Travel, Lodging and Per Diem - BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost. Per Diem will be billed using the Meals and Incidental expense rates established by the United States General Services Administration for the location and effective dates of travel.

B. Other Services, Freight / Transportation and Other Charges

Other Services, Freight/Transportation and Other Charges - The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment not listed above, Fuel, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be reimbursed at BMS Cat's cost.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.



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 FITZPATRICK PLUMBING (the "Contractor") having a principal place of business at P.O. Box 12117 Fort Pierce, FL-33979-2117 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: Plumbing Work on Eastmant to be provided in accordance with the Contractor's Proposal dated 10/15/2025 [Based on Proposal # IRSC Building O] attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 3209 Virginia Avenue, Fort Pierce, 34981. Building O.
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: Twelve Thousand Seven Hundred and No/100 dollars (\$12,730.00) and under no circumstances whatsoever shall the fee exceed, Twelve Thousand Seven Hundred and No/100 dollars (\$12,730.00). 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

Christopher Butler
Printed Name and Title

Karen Wilson sec/Treas.
Email Address

772-801-9084
Phone Number

Fitzplum2000@aol.com

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

FITZPATRICK PLUMBING, INC
Contractor/Vendor/Supplier Name

Karen F. Wilson
Signature

KAREN F. Wilson sec/Treas.
Name and Title

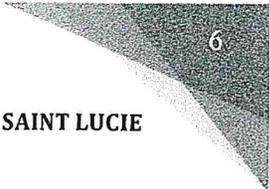
364 Traub Ave
Address

Fort Pierce, Fla. 34982
City, State, Zip

59-1732902
Unique Entity ID (sam.gov) or Tax ID

11-5-2025
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:

Natalia Chekhovskaya

Administrator's Signature

Executive Director

Name and Title

Advanced Manufacturing

College/Department

11/5/2025

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

12/5/25

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.**

Proposal

Page No. _____ of _____ Pages

FITZPATRICK PLUMBING INC

P.O. BOX 12117
FORT PIERCE, FL 34979-2117
(772) 464-5115

ATTN: Charles

PROPOSAL SUBMITTED TO Idian River State College		PHONE 772-643-5037	DATE 10/15/25
STREET 3209 Virginia Ave. Building O		JOB NAME	
CITY, STATE and ZIP CODE Fort Pierce, Florida, 34981		JOB LOCATION 3209 Virginia Ave. Building O	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Twelve Thousand Seven Hundred Thirty and 00/100 dollars (\$ **\$12,730**).

Payment to be made as follows:
50% due before work begins.

Final payment due upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature **Karen Wilson**

Note: This proposal may be withdrawn by us if not accepted within **30** days.

We hereby submit specifications and estimates for:
Provide all labor, materials, and equipment to run 1.5-inch copper pipe and tap into proposed existing airline. This proposal excludes all cosmetic work or finish repairs including tile, paint, drywall, concrete work.



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 Gerelcom Inc (the "Contractor") having a principal place of business at 560 NW Enterprise Drive, Port St Lucie, FL 34986 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: [Trenching, conduit and 12 strand SM fiber optic cable from J Building to Barry Building], to be provided in accordance with the Contractor's Proposal dated 10/3/2025 attached hereto and marked as **Exhibit A and [Based on Proposal #]** Indian River County ITB 2023056] 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 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**, 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 Eight Thousand Eight Hundred Fifty Two and 86/100 (\$28,852.86) and under no circumstances whatsoever shall the fee exceed, Twenty Eight Thousand Eight Hundred Fifty Two and 86/100 (\$28,852.86) 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

Bryan Lanham, RCDD, VP

Printed Name and Title

blanham@gerelco.com

Email Address

772-201-0434

Phone Number

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

Gerelcom Inc
Contractor/Vendor/Supplier Name

Bryan Lanham, RCDD Digitally signed by Bryan Lanham,
RCDD
Date: 2025.11.17 08:38:13 -05'00'

Signature

Bryan Lanham, RCDD, VP

Name and Title

560 NW Enterprise Dr.

Address

Port St Lucie, FL 34986

City, State, Zip

65-1017176

Unique Entity ID (sam.gov) or Tax ID

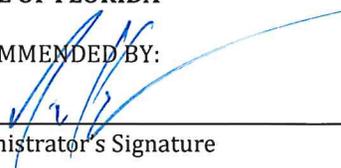
11/17/2025

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:



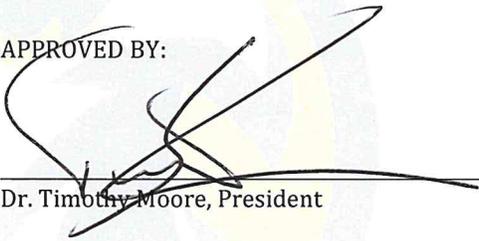
Administrator's Signature

Jason Hazell Director of Technology Operations
Name and Title

Institutional Technology
College/Department

November 17, 2025
Date

APPROVED BY:



Dr. Timothy Moore, President

11/18/25
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.**

Gerelcom Inc.

BUDGET

To:	Marc Villanova	Contact:	Matt Aiello/RCDD
Address:	Network Specialist-Institutional Technology Indian River State College rvillano@irsc.edu phone 772-462-7373	Phone:	772-340-5998
		Cell:	772-201-2186
		Fax:	772-340-3666
Project Name:	Trenching, conduit & 12 strand SM fiber optic cable	Gerelcom Est#	258241
Project Location:	IRSC Pruitt Campus J Building to Barry Building	Bld Date:	10/3/2025

Item Description	Est. Quantity	Unit	Unit Price	Total Price
Communication Fiber Technician	16	hours	\$90.00	\$1,440.00
Communication Cable Installer	48	hours	\$77.00	\$3,696.00
Communication Duct Installer	160	hours	\$65.00	\$10,400.00
Detectable Tracer Wire	1200	ft	\$0.46	\$552.00
Jet Line	1200	ft	\$0.23	\$276.00
FO Cable 12F, SM, LT, UG	2000	ft	\$0.94	\$1,880.00
FO Splice-Term. Cabinet, 12F, Wall/Rack	2	each	\$223.43	\$446.86
FO Connector LC SM Unicam	24	each	\$53.75	\$1,290.00
FO Cable Prep, Fanout Kit, Buffer 12F	2	each	\$54.75	\$109.50
OTDR Test any wavelength	12	each	\$18.75	\$225.00
2" PVC conduit, 90S and couplings	650	each	\$6.45	\$4,192.50
17" x 30" x 12" traffic rated pullbox/handhole	2	each	\$1,125.00	\$2,250.00
Core drill into existing concrete manhole	1	each	\$595.00	\$595.00
Trencher Rental	1	week	\$1,500.00	\$1,500.00

BUDGET Scope of work

Dispatch crew, material and tools to jobsite location.

Using a trencher rental trench approximately 650' from the existing manhole by the pond to the 12 x 12 PVC box on the Barry Building

Supply and install one run of 2" PVC conduit in the trench. Core drill into the existing manhole by the pond to insert new 2 inch conduit into.

Make PVC conduit connections into 12 x 12 box, pull boxes and manhole by the pond.

Supply and install two 17" x 30" pull boxes along the new conduit pathway for fiber optic pull points.

Supply and install a new segment of 12 strand singlemode OSP rated fiber optic cable from the Barry Building to the J building.

The fiber will be installed through the existing conduit, the new conduit, the pull boxes and through the ceiling of the Barry Building to the IDF.

A green tracer wire and new pull string will be installed in the new and existing conduits with the fiber optic cable.

Service loop slack will be left at each pull box where room is available and slack will be left on each end of the fiber run.

In the J building supply and install a new fiber tray and terminate the new 12 strand fiber cable with Corning LC SM fiber connectors.

In the Barry building supply and install a new fiber tray and terminate the new 12 strand fiber cable with Corning LC SM fiber connectors.

Once the 12 strand fiber has been terminated on both ends the 12 strand fiber will be tested with an OTDR.

Test results can be provided to the owner upon request and upon completion of project.

BUDGET \$28,852.86

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Gerelcom Inc.</p> <p>Authorized Signature: <i>Matt Aiello</i></p> <p>Estimator: Matt Aiello/RCDD</p>
---	---

**FIRST EXTENSION TO AGREEMENT
FOR ANNUAL FIBER OPTIC ENGINEERING, DESIGN,
MATERIAL, SUPPLIES AND INSTALLATION SERVICES**

This First Extension to that certain Agreement to provide Annual Fiber Optic Engineering, Design, Material, Supplies and Installation Services is entered into effective as of September 12, 2024, by and between Indian River County, a political subdivision of the State of Florida ("County") and Gerelcom, Inc. ("Contractor").

BACKGROUND RECITALS

WHEREAS, the County and the Contractor entered into an Agreement for Annual Fiber Optic Engineering, Design, Material, Supplies and Installation Services effective September 12, 2023; and

WHEREAS, Paragraph 3 of the Agreement contains the term and renewal provisions; and

WHEREAS, the first term commenced effective as of September 12, 2023 and will end on September 11, 2024; and

WHEREAS, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one year; and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension.
2. The first renewal term shall commence effective September 12, 2024, and shall end on September 11, 2025. There are three additional one-year renewals available on the contract.
3. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed effective the day and year first set forth above.

Gerelcom, Inc.

By: [Signature]
Printed name: Bryan Lanham, RCDD
Title: Vice Pres

(Corporate Seal)

Date: 8-6-2024

INDIAN RIVER COUNTY, FLORIDA.
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Susan Adams, Chairman



Attest: Ryan L. Butler, Clerk of Circuit Court
And Comptroller

By: [Signature]
Deputy Clerk

Approved:

[Signature]
John A. Titkanich, Jr.
County Administrator

Approved as to form and legal sufficiency:

[Signature]
William K. DeBaal
County Attorney



Bid Form – Addendum 1

Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid #: 2023056
 Bid Opening Date and Time: July 25, 2023 2:00 P.M.
 Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
<u>1</u>	<u>July 17, 2023</u>
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following (Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	\$ 225.00
GR-1-2	BICSI Registered Communications Distribution Designer	HR	\$ 150.00
GR-1-3	CADD Operator	HR	\$ 95.00
GR-1-4	Clerical Support Services	HR	\$ 65.00
GR-1-5	OSP GPS Survey	MILE	\$ 1000.00
GR-1-6	OSP GIS Technician	MILE	\$ 280.00
GR-1-7	OSP ROW Strand Mapping	MILE	\$ 1600.00
GR-1-8	OSP ROW Design and Permitting	MILE	\$ 900.00
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	\$ 90.00
GR-1-10	Commercial Cable Installer (Onsite)	HR	\$ 77.00
GR-1-11	Commercial Duct Installer (Onsite)	HR	\$ 65.00

Gereksin, Enc.

RECEIVED
 JUL 25 2023

Bidder Name: _____

Group 2		Per	Unit Price
OSP Construction Conduit, Pull and Junction Boxes			
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	\$ 6.45
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$ 7.85
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$ 8.20
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$ 10.65
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	\$ 2.90
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$ 6.40
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	\$ 12.36
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$ 3.75
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$ 4.95
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$ 6.00
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$ 6.25
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$ 9.65
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	\$ 24.00
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$ 28.75
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$ 71.50
GR-2-16	Conduit, 2" GRS, (F&I)	LF	\$ 13.50
GR-2-17	Conduit, 4" GRS, (F&I)	LF	\$ 24.95
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$ 52.85
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$ 63.00
GR-2-21	Detectable Tracer Wire (F&I)	LF	\$ 1.46
GR-2-22	Detectable Marking Tape (F&I)	LF	\$ 1.36
GR-2-23	Jet Line (F&I)	LF	\$ 2.3
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$ 80.65
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	\$ 100.85
Pull Boxes and Junction Boxes			
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$ 3840.00
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$ 1025.00
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$ 1098.00
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$ 865.00
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$ 920.00
GR-2-31	Pull Box Apron - for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	\$ 1350.00
Outside Plant Cabinets			
GR-2-32	Communications Cabinet - Small 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed)	EA	\$ —
GR-2-33	Communications Cabinet - Large 51.25"H x 20"W x 19"D, with Concrete Base (Furnished and Installed)	EA	\$ —
GR-2-34	Communications Cabinet - Medium 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed)	EA	\$ —
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed)	EA	\$ 7940.00
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	\$ 900.00

Bidder Name:

Group 3		
Fiber Optic Cable		
		Per Unit Price
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF \$ 1.15
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF \$ 1.37
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF \$ 2.95
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF \$ 9.31
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF \$ 13.31
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF \$ 1.13
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF \$ 1.38
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF \$ 3.73
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF \$ 8.88
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF \$ 12.82
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF \$.94
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF \$ 1.70
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF \$ 2.78
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF \$ 4.95
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF \$ 10.28
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF \$.94
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF \$ 1.06
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF \$ 4.00
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF \$ 7.75
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF \$ 23.60
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF \$ 31.40
Fiber Optic Cable - ISP		
		Per Unit Price
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF \$ 1.58
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF \$ 2.38
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF \$ 5.50
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF \$ 15.48
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF \$ 23.25
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF \$ 2.33
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF \$ 4.68
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF \$ 14.00
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF \$ 27.78
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF \$ 31.52
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF \$ 3.68
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF \$ 7.20
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF \$ 13.70
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF \$ 32.75
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF \$ 40.00
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF \$ 4.06
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF \$ 7.85
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF \$ 14.50
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF \$ 35.60
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF \$ 47.58

Bidder Name:

Group 3, continued			Per	Unit Price
Fiber Optic Cable - Preterm Drops				
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$	668.75
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$	1130.00
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$	668.75
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$	1130.00
Fiber Optic Splicing Terminations - ISP				
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$	1135.32
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$	223.43
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$	2047.70
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$	220.22
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$	3835.10
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$	281.30
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$	6845.75
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$	426.00
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	\$	604.00
GR-3-55	FO Splice Housing 48-144F (F only)	EA	\$	450.00
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$	294.68
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$	200.95
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$	46.35
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$	21.35
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$	34.75
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$	23.50
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$	81.45
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$	51.50
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	\$	50.55
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	\$	24.10
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	\$	53.40
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	\$	24.10
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	\$	53.75
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	\$	24.10
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$	35.93
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$	35.93
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$	35.93
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$	35.93
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$	35.93
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$	35.93
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$	35.93
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$	35.93

Bidder Name: _____

Group 3 - Continued				
Fiber Optic Splicing Terminations - OSP			Per	Unit Price
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$	1,588.20
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$	265.00
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$	1,992.00
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$	265.00
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$	2,839.20
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$	265.00
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$	4,596.75
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$	308.2
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$	820.10
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$	98.06
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$	83.20
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$	152.00
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$	127.00
GR-3-91	Fusion Splice Heat Shrink < 1db OSP includes pigtail as needed (F&I)	EA	\$	60.00
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOISC (I only)	EA	\$	18.75
OSP Construction - Aerial			Per	Unit Price
GR-3-93	Messenger Cable 1/4" (F&I)	LF	\$	3.25
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	\$	1.50
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$	156.25
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$	124.00
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	\$	12.18
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	\$	99.00
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$	71.85
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	\$	144.00
GR-3-101	Wood Pole 45' Utility For CCTV (F&I)	EA	\$	---
GR-3-102	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$	---

Bidder Name:

Group 4		Per	Unit Price
Multi-Pair Cables			
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$ 1.50
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$.99
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$ 1.15
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$.65
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$ 8.25
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$ 4.99
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$ 5.09
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$ 3.79
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$ 8.49
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$ 16.95
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$ 29.49
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$ 3.95
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$ 9.95
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$ 1249.00
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	\$ 59.00
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	\$ 29.00
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$ 19.49
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$ 189.00
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$ 89.00
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	\$ 18.00
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$ 7.00
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$ 75.00
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$ 6.85
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$ 112.00
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$ 135.00
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$ 27.00
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$ 8.00
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$ 699.00
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	\$ 389.00
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	\$ 94.00
GR-4-31	Cable Management Kit Vertical (F&I)	EA	\$ 349.00
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$ 399.00

Group 5		Per	Unit Price
Item Code	NexusWorx Application - Fiber Documentation		
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	\$ 90.00

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes No



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 PRECISION AUTOMATION INC (the "Contractor") having a principal place of business at 637 Rasley Road New Smyrna Beach, FL-32168 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: BAS Maintenance Contract Jan 1st 2026-Jun 30th 2026 to be provided in accordance with the Contractor's Proposal dated 8/6/2025 [Based on Proposal # IRSC Reliable Controls Maintenance Services] 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: IRSC Massey Campus located at 3209 Virginia Avenue, Fort Pierce, FL-34891; Pruitt Campus located at 500 NW California Blvd, Port St Lucie, FL-34986; and Chastain Campus located at 2400 SE Salerno Rd, Stuart, FL-34997.
3. **Term.** The provision of services under this Agreement shall commence on 1/1/2026 and will terminate on 6/30/2026; 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: Twenty-Four Thousand, Eight Hundred Ninety and No/100 dollars (\$24,890.00) and under no circumstances whatsoever shall the fee exceed, Twenty-Four Thousand, Eight Hundred Ninety and No/100 dollars (\$24,890.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

PRECISION AUTOMATION INC

Contractor/Vendor/Supplier Name

Megan Sherman
Signature

Megan Sherman - Officer Secretary
Name and Title

637 Rasley Road
Address

New Smyrna Beach, FL 32168
City, State, Zip

20-5434818
Unique Entity ID (sam.gov) or Tax ID

12-16-25
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:

Kevin Cisneros

Administrator's Signature

Kevin Cisneros, Engineer

Name and Title

Indian River State College, Facilities

College/Department

January 7th, 2026

Date

APPROVED BY:

[Signature]

Dr. Timothy Moore, President

1/12/2026

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.**



637 Rasley Road New Smyrna Beach, FL 32168

Phone (386) 409-3310

BAS Maintenance Contract

1. Project Background and Description

Indian River State College Reliable Controls Maintenance Services

Contract Date: January 1st 2026 – June 30th 2026

2. Project Scope

This proposal includes periodic system checks and evaluation of the Reliable Controls Building Automation System. All work will be performed remotely unless a site visit is required for repairs. This proposal is intended to provide services to evaluate the BAS controls in each facility on a quarterly basis. We will perform system evaluations, database backup, data management functions, debugging, and provide version software and firmware updates as available from the manufacturer for Reliable Controls devices. Additional services/service calls will be billed at a preferred rate of \$115/hr. System Evaluation Includes:

- Checking for failed or inaccurate sensors.
- Evaluating Trend logs to ensure the equipment is operating correctly.
- Running a Manual Points Report to make sure critical points are not being manually overridden.
- Troubleshooting all active alarms.
- Verifying all controllers are operating using the most recent firmware.
- Verifying all controllers are online and communicating properly.
- Verifying all graphics and shortcut links are configured and working properly.
- Verifying all systems controlled are operating following the correct sequence of operations.
- Provide a database backup for all Reliable Controls devices.
- Providing an itemized list of all issues found (will be sent with the quarterly billing)

Sites Included:

1. **Massey Campus**
 - Building C
 - KSU Kitchen (AHU-4)
 - Building M
 - Building N
 - Building O
 - Building P (AHU-1 and VAV's)
 - Building Q
 - Building T
 - Building U (AHU-1 and VAV's)
 - H Chiller Plant
 - N Chiller Plant
2. **Pruitt Campus**

- Building A
- Building B
- Building C
- Building D
- Building E
- Building F
- Building J
- Chiller Plant and Thermal Storage Tank
- 3. Chastain Campus**
- CEP Energy Meter
- CEP BTU Meter
- D138 BTU Meter
- D205 BTU Meter

This contract also includes daily alarm monitoring via email (Owner Authorized) and guaranteed expedient response time to any issues/service calls that may arise. We thank-you for the opportunity to provide this proposal and look forward to working with you.

Contract Total = \$24,890.00

STANDARD TERMS & CONDITIONS

1. ACCEPTANCE – No proposal made by Precision Automation Inc. shall be binding until accepted and acknowledged by Precision Automation Inc. subject to these terms and conditions. Orders are subject to acceptance within thirty days from the date of the proposal's issuance. **No alteration, modification or change of such terms as may appear on the Buyer's purchase order shall be binding upon Precision Automation Inc. unless expressly agreed by Precision Automation Inc. in writing.** Any delay in shipment caused by Buyer's actions will subject prices to increase to prevailing prices during that period of delay.

2. PERFORMANCE – Precision Automation Inc. shall be obligated to furnish only the scope of work and materials described in the above proposal.

3. PAYMENT – Standard payment terms for goods shipped hereunder will be "cash in advance of shipment". However, in most situations (unless Buyer's credit account is Past Due or Delinquent), open account credit terms of "Net cash 30 days" from completion date will apply. When open account terms are approved and agree, Precision Automation Inc. reserves the right to add to any account outstanding for more than 60 days from the date of shipment or invoice or more than 30 days past due, whichever occurs first, a finance charge of 2.5% of the principal amount due at the end of each 30 day period thereafter. Accounts referred to an outside collection agency will be subject to an additional collection fee of 20% plus any additional direct costs of collection, related fees or charges. Otherwise, all collection costs, court costs and attorney's fees will be included in the total amount due. A 4% processing charge will be added to all credit card transactions for invoices greater than \$2,500.00.

4. TAXES AND FEES – Applicable payment/performance bonds, taxes, and permitting fees are included in this proposal.

We approve the project as described above and authorize Precision Automation Inc. to proceed.

Name	Title	Date

Approved By _____

Date _____

Approved By _____

Date _____



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 Sign On, LLC (the "Contractor") having a principal place of business at 1030 SE 12th Ct, Cape Coral, FL 33990 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: "W" Building [THE HUB] Channel Letters [Front-Lit + Reverse/Halo-Lit] Signage on Wireway Backer to be provided in accordance with the Contractor's Proposal dated 9/24/2025 [Based on Proposal # 29755] and Equalis Cooperative Contract #COG-2103B 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: W Building Massey Campus at 3209 Virginia Ave
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, or 12/3/2025 and will terminate on 12/31/2025; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Sixty Three Thousand Six Hundred Eighty Six and No/100. (\$63,686.00) and under no circumstances whatsoever shall the fee exceed, Sixty Three Thousand Six Hundred Eighty Six and No/100. (\$63,686.00) 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

Gabriel Jacobs, MMBR of LLC

Printed Name and Title

gabe@capeled.com

Email Address

239-800-9454

Phone Number

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

Sign On, LLC |
Contractor/Vendor/Supplier Name

Signature

Gabriel Jacobs, MMBR of LLC

Name and Title

1030 SE 12th Ct

Address

Cape Coral, FL 33990

City, State, Zip

47-2617197

Unique Entity ID (sam.gov) or Tax ID

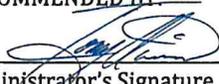
12/4/2025

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:



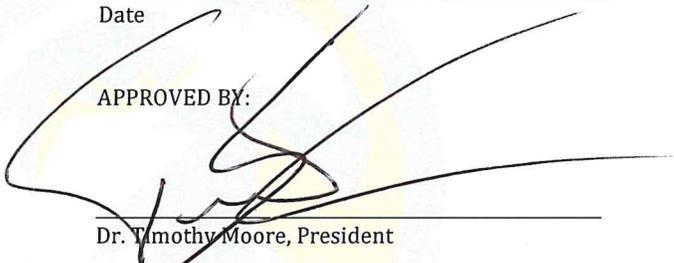
Administrator's Signature

Tony Quinn - AVP of Facilities
Name and Title

Facilities
College/Department

12/5/2025
Date

APPROVED BY:



Dr. Timothy 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.**



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 SUNSHINE PREMIER BUILDERS, LLC (the "Contractor") having a principal place of business at 159 SE Osprey Rdg, Port Saint Lucie, FL-34984 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: Materials and Labor to Build a Wood Frame for Electrical Trainers in Y-225 to be provided in accordance with the Contractor's Proposal dated 9/29/2025 [Based on Proposal # IRSC CONSTRUCTION OF WOOD FRAME] attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 3209 Virginia Avenue, Fort Pierce, 34981. Building Y-225.

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: Twelve Thousand One Hundred Thirty Five and No/100 dollars (\$12,135.00) and under no circumstances whatsoever shall the fee exceed, Twelve Thousand One Hundred Thirty Five and No/100 dollars (\$12,135.00) 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

Luis Valdes / Manager

Printed Name and Title

spbuilders71@gmail.com

Email Address

786-218-8091

Phone Number

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

SUNSHINE PREMIER BUILDERS, LLC | Contractor/Vendor/Supplier Name

Luis Valdes

Signature

Luis Valdes / Manager

Name and Title

159 SE Osprey Ridge

Address

Port Saint Lucie ,Florida, 34984

City, State, Zip

99-1442502

Unique Entity ID (sam.gov) or Tax ID

11/14/2025

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:



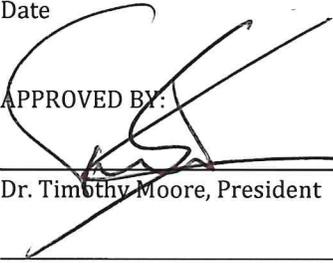
Administrator's Signature

Natalia Chekhovskaya, Executive Director
Name and Title

Advanced Manufacturing
College/Department

Nov 14, 2025
Date

APPROVED BY:



Dr. Timothy Moore, President

Name and Title

11/18/25
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.**



SUNSHINE PREMIER BUILDERS INDIAN RIVER STATE COLLEGE--PROPOSAL

Prepared for: Indian River State College

Date: September 29th, 2025

Provider: Streamline Restoration LLC

Email: dale@streamline-restoration.com

Phone: 603-315-0174

Point of Contact: John Anderson

PROJECT OVERVIEW

Construction of 42'x12' interior wood-framed trainer module with workstation bump-outs.

Scope of Work

Provide labor, materials, and equipment to construct an electrical trainer frame and workstation bump-outs as described below:

1- Primary Frame

- Construct one (1) straight frame, **approx. 42 ft (L) x 12 ft (H)**
- Sheathing: 1/2" **OSB panels** (unfinished) on exposed face. Panels fastened with screws to allow future removal/replacement.
- Structure: Wood framing sized per code and good practice.

2- Workstation Bump-Outs

- Construct **four (4)** bump-out sections, each **approx. 4 ft x 8 ft**, spaced about every **10-12 ft** along the 42 ft wall to create student workstations.

3- Door & Hardware

- Frame opening and install **one (1) 36" x 80" pre-hung solid-core door** with standard commercial lever hardware (passage/privacy as specified by owner).

SUNSHINE PREMIER BUILDERS - INDIAN RIVER STATE COLLEGE--PROPOSAL

4- Anchorage/Bracing.

- With no overhead header tie-in available, **secure the trainer to the side walls** and install **bracing brackets along the railing** on the back side of the wall.
- For additional anti-tip resistance, strap the wall to the **railing with U-bolts** (quantity/locations per field conditions).

5- Sound Attenuation (Owner-Supplied).

- Install **Owner-supplied sound-proofing blankets** on the back side of the wall (facing the railing), using a neat, secure attachment method appropriate to the product.

6- Fasteners & Finish

- All Sheathing fastened with screws.
- Surfaces left **unfinished** (no tape, mud, or paint) unless otherwise noted. **Inclusions**
- All framing lumber, **1/2" OSB**, framing anchors/Brackets, U-bolts/Straps, standard door hardware, consumables, and fasteners.
- Mobilization, layout, and standard debris cleanup/disposal.
- Labor to install owner-supplied sound blankets.

Price

- **Lump Sum: \$ 12,135.00**
(includes materials, mobilization, and labor as described).

Authorized Signature (Contractor) Luis Valdes Date 11/14/2025

Authorized Signature (Owner) _____ Date _____

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 Trane U.S. Inc (the "**Contractor**") having a principal place of business at 6965 Vista Parkway North, Ste. 11, West Palm Beach, FL 33411 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC Chastain Campus Clark Center Replace AHU-2 Fan Assembly to be provided in accordance with the Contractor's Proposal dated 9/9/2025 [Based on Proposal # 8390746; Omnia Quote# H4-123257-25-007; Omnia Partners Contract Number: Racine #3341] 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: IRSC Chastain Campus-Clark Center at 2400 SE Salerno Rd, Stuart, FL 34997
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, or 9/19/2025 and will terminate on 10/31/2025 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: Fifty Three Thousand Two Hundred Sixty Four and No/100 (\$53,264.00) and under no circumstances whatsoever shall the fee exceed, Fifty Three Thousand Two Hundred Sixty Four and No/100 (\$53,264.00) 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 contact or incorporated herein by reference shall be null and void.

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

Trane U.S. Inc.
Contractor/Vendor/Supplier Name

* Alexis Drews
Signature

Alexis Drews, Contract Analyst
Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

09-30-2025
Date

*** NOTE:** Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in the attached Trane Proposal dated 9/9/2025.

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:

Kevin Cisneros

Administrator's Signature

Kevin Cisneros; Mechanical Engineer

Name and Title

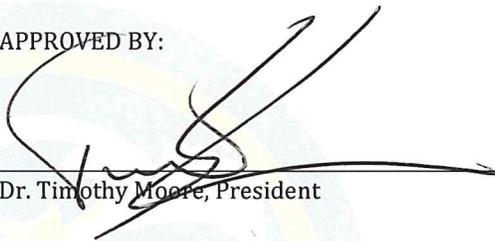
Indian River State College/Facilities

College/Department

November 14th 2025

Date

APPROVED BY:



Dr. Timothy Moore, President

11/18/25

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.**



Trane U.S. Inc.

6965 Vista Parkway North, Ste.11
West Palm Beach, FL 33411
Service Contact: (561) 683-1521
Proposal ID: # 8390746
License Number CAC# 0023485

September 9, 2025

IRSC Chastain Campus – Clark Center
2400 SE Salerno Rd
Stuart, FL 34997

OMNIA Quote# H4-123257-25-007

Attention: Frankie Latchman Re: IRSC Chastain Campus Clark Center Replace AHU-2 Fan Assembly

Trane is pleased to offer this proposal to replace fan assembly parts on the existing Trane CHW AHU-2. Includes Factory OEM replacement parts, blower assembly parts and new VFD. *Please note, it was determined on the site-walk that the existing Chilled Water Coil and valve/actuator are in fair condition and will remain*.

This proposal reflects a turnkey Factory Replacement Scope and includes the necessary: Equipment, Miscellaneous material, Labor, Project Management and Supervision.

Equipment Scope: AHU-2 MCCB040 / K03L60497A

- New Factory OEM replacement blower assembly - blower wheel, shaft, bearings, springs & motor
- New VFD

Installation Scope:

1. During an agreed upon time, Trane will shut down and electrically tag-out the existing equipment and components to be removed.
2. Take the existing AHUs apart to properly access the internal section of the unit.
3. Mechanically disconnect, provide rigging as needed to remove and properly dispose of the existing blower assembly.
4. Chemically clean the existing CHW Coil.
5. Furnish and install the new blower assembly parts into place and fasten onto existing rails.
6. Furnish and install new VFD to replace the existing.
7. Reconnect the existing power wiring circuit to electrical connections.
8. Start up and equipment commissioning of CHW AHU to be performed by Trane Factory Certified Technician, upon completion of the installation scope.
9. 1 year warranty on any labor associated with repairs.

Not Included:

- Permits fees of any kind.
- Temporary cooling of any kind.
- CHW Coil
- CHW Valve & Actuator
- Protective coating
- Replacement of electrical breakers, disconnects, or wires
- Engineering or drawings of any kind
- Controls components, integration, graphics or programming of any kind. If any controls components require replacement, they will be quoted separately.



- Any fire alarm related controls, piping, wiring, components, smoke detectors, permits, associated labor, or other fire protection of any kind.
- Independent test and balance.
- Any changes or additions to the scope of work as described above.

Pricing:

Price for Equipment & Installation Scope as outlined above.....\$53,264.00

The pricing outlined above is based upon Omnia contract Racine #3341

Thank you for giving Trane this opportunity and feel free to contact me at any time with questions or concerns. Sincerely,

Amar Sukhai
Services Turnkey Account Manager
Trane – 786 423-4196

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

0. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE**

SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39;

52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information**").

Security Program”). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer’s Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane’s employees and agents, and others acting on Trane’s, behalf are aware of and comply with the Information Security Program’s policies, procedures, and protocols.

6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane’s information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane’s cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane’s corporate networks and production systems. Trane’s monitoring includes a review of changes affecting systems’ handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of “least privilege” (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer’s sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer’s Data in Trane’s possession, custody or control no later than [90 days] after receipt of Customer’s written instructions directing Trane to delete the Customer Data.
16. **Background Checks.** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED “AS IS”, WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



Indian River State College

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 TRANE US INC (the "Contractor") having a principal place of business at [6965 Vista Parkway North, Ste. 11 West Palm Beach, FL-33411 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: [IRSC Main Campus Bldg-P Replace CHW AHU] to be provided in accordance with the Contractor's Proposal dated 12/11/2025 [Based on Proposal # 7955650 - OMNIA QUOTE H4-123257-24-015] 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: IRSC Massey Campus located at 3209 Virginia Ave, Fort Pierce FL-34981.
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Eighty-Two Thousand Three Hundred Forty-Two and 00/100 dollars (\$82,342.00) and under no circumstances whatsoever shall the fee exceed, Eighty-Two Thousand Three Hundred Forty-Two and 00/100 dollars (\$82,342.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

TRANE US INC |
Contractor/Vendor/Sup



Signature

Savanna Olson, Area Service Manager

Name and Title

2884 Corporate Way

Address

Miramar, FL 33025

City, State, Zip

25-0900465

Unique Entity ID (sam.gov) or Tax ID

12/17/2025

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**

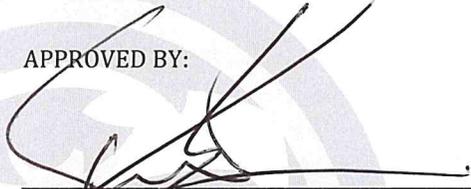
RECOMMENDED BY:

Kevin Cisneros
Administrator's Signature

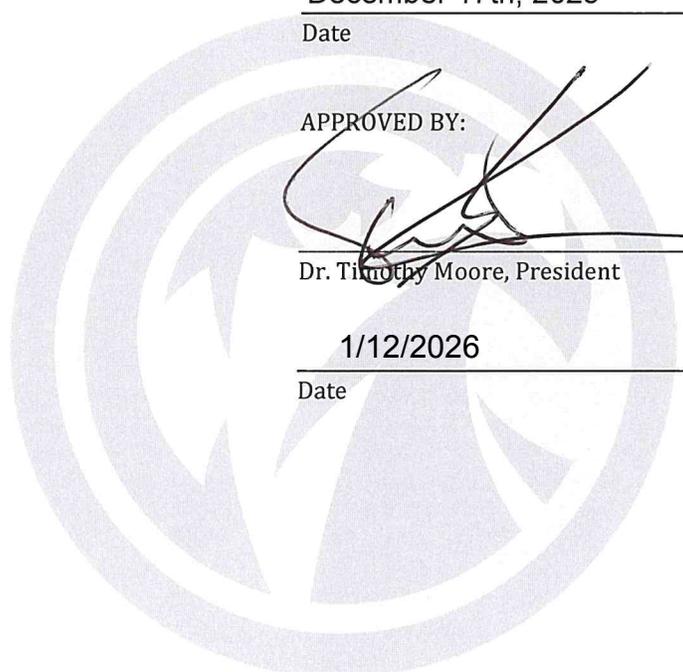
Kevin Cisneros; Engineer
Name and Title

Indian River State College
College/Department

December 17th, 2025
Date

APPROVED BY:

Dr. Timothy Moore, President

1/12/2026
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.**



Trane U.S. Inc.

6965 Vista Parkway North, Ste. 11
 West Palm Beach, FL 33411
 Service Contact: (561) 683-1521
 Proposal ID: # 7955650
 License Number CAC# 0023485

December 11, 2025

IRSC Main Campus
 3209 Virginia Ave
 Ft. Pierce, FL 34981

OMNIA Quote# H4-123257-24-015

Attention: Frankie Latchman

Re: IRSC Main Campus Bldg-P Replace CHW AHU

Trane is pleased to present this proposal for the replacement of the Chilled Water Air Handling Unit (AHU) in Building P, which has reached the end of its useful life. The existing unit will be replaced in like-for-like fashion. This proposal represents a "Turnkey Project" and includes all necessary materials, installation labor, subcontracts, project management, and supervision. A factory-certified technician will perform the start-up of the new AHU upon completion, with applicable factory warranties. Please note that permit fees are excluded and will be passed through from the local municipality upon completion. Our pricing and proposal are further detailed by the following equipment and installation scope of work.

Equipment Scope:

Unit Overview - UCCAD10C0G0HL070000000EAM00CA000000000000									
Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		Elevation
Indoor unit	10	Airflow	Total Static Pressure	Height	Width	Length	Installed	Rigging	0.00 ft
		4800. cfm	2.311 in H2O	69.935 in	63.000 in	52.568 in	853.5 lb	801.4 lb	

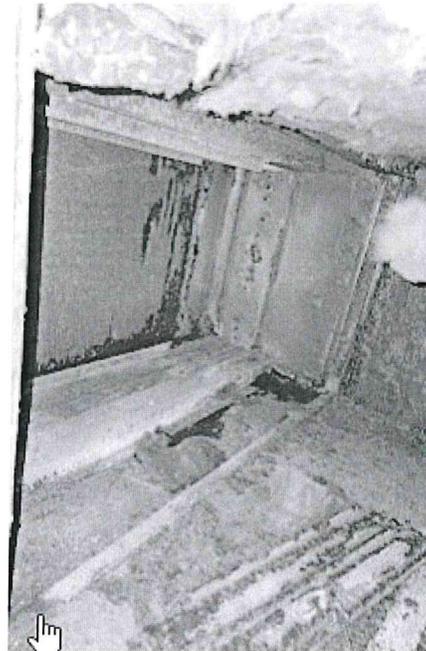
Unit Features	
Panel	2 in. Foam Injected R-13
Panel Material	Galvanized
Configuration	Vertical housed fan with top front discharge
Coil, Drain and Motor side	Stainless Steel Drain Pan, LH Coil / RH Motor & Drive Location

Unit Electrical	
Unit Voltage	Supply Motor(s)
Unit Voltage 460/60/3	FLA 7.60 A
	MCA 9.50 A
	Max fuse size 15.00 A
	Supply Motor(s)
	Motor FLA 7.60 A

Note: No factory motor interface provided. MCA and MOP to be determined by the Electrical Contractor

Base Installation Scope:

1. At a mutually agreed upon time, Trane will shut down and electrically tag out the existing equipment and components to be removed.
2. Isolate, drain, and demolish the existing chilled water AHU, ensuring proper disposal.
3. Supply and install entering and return chilled water isolation valves.
4. Supply and install chilled water valve actuator.
5. Supply and install new aluminum I-beams on the existing concrete pad.
6. Provide protective coating on new AHU.
7. Supply, install, and secure the new chilled water AHU onto the new I-beams.
8. Supply new and modify existing ductwork as needed, then secure to the new AHU.
9. Supply and install a Variable Frequency Drive (VFD) and connect it to the new AHU.
10. Reconnect the existing power wiring circuit to the VFD.
11. Repair/replace chilled water piping insulation where disturbed.
12. Start-up and equipment commissioning of the chilled water AHU will be performed by a Trane Factory Certified Technician upon completion of the installation scope.
13. Provide a 1-year warranty on any parts and labor associated with repairs, along with an extended 5-year parts and labor warranty.

**Not Included:**

- Permits fees of any kind.
- Temporary Cooling
- Replacement of electrical breakers, disconnects, or wires
- Engineering or drawings of any kind
- Controls components, integration, graphics or programming of any kind. If any controls components require replacement, they will be quoted separately.
- Any fire alarm related controls, piping, wiring, components, smoke detectors, permits, associated labor, or other fire protection of any kind.
- Independent test and balance.
- Any changes or additions to the scope of work as described above.

Pricing:
Price for Equipment & Installation Scope as outlined above.... \$82,342.00

The pricing outlined above is based upon Omnia contract Racine #3341

Thank you for giving Trane this opportunity and feel free to contact me at any time with questions or concerns.
Sincerely,

Amar Sukhai
Services Turnkey Account Manager
Trane

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service. Valid for 30 days from document date December 11, 2025

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
License Number: CAC#0023485

TERMS AND CONDITIONS – QUOTED SERVICE

1-10.48 (0225)

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

0. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN**

CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition

IRSC Main Campus Bldg-P Replace CHW AHU

Pro ID: 7955650

Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39;

52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred;

or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



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 TRANE US INC (the “Contractor”) having a principal place of business at 6965 Vista Parkway North, Ste. 11 West Palm Beach, FL-33411 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC-Pruitt AHU-J2-2 Refurb w/ new VFD to be provided in accordance with the Contractor’s Proposal dated 11/18/2025 [Based on Proposal # OMNIA QUOTE # H4-123257-25-010, based on Omnia contract RACINE#3341] 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: IRSC Pruitt Campus, Building J, located at 520 NW California Blvd. 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: Seventy-Nine Thousand Three Hundred Twenty-Four and 00/100 dollars (\$79,324.00) and under no circumstances whatsoever shall the fee exceed, Seventy-Nine Thousand Three Hundred Twenty-Four and 00/100 dollars (\$ 79,324.00) The College shall process the Contractor’s payment within thirty (30) days from the receipt of a valid invoice to the College’s Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor’s W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All ‘Other Direct Expenditures’ shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

TRANE US INC
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

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

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

RECOMMENDED BY:

Administrator's Signature

Name and Title

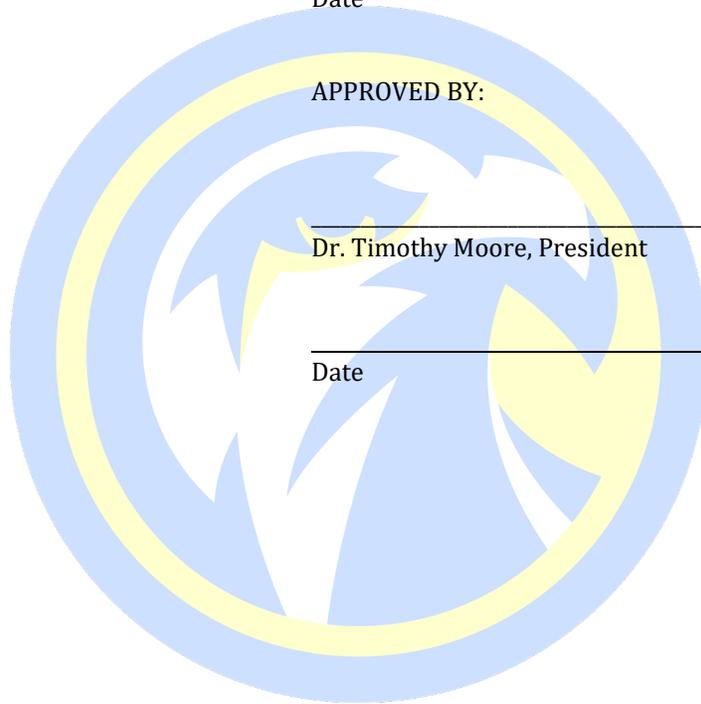
College/Department

Date

APPROVED BY:

Dr. Timothy 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.**

**Trane U.S. Inc.**

6965 Vista Parkway North, Ste.11
 West Palm Beach, FL 33411
 Service Contact: (561) 683-1521
 Proposal ID: # 8465092
 License Number CAC# 0023485

November 18, 2025

IRSC Pruitt Campus
 520 NW California Blvd.
 Port St. Lucie, FL 34986

OMNIA Quote# H4-123257-25-010

Attention: Kevin Cisneros Re: IRSC-Pruitt AHU-J2-2 Refurb w/ new VFD

Trane is pleased to offer this proposal to factory refurbish the existing Trane CHW AHU-J2-2. Includes Factory OEM replacement parts, blower assembly parts, motor, VFD and chilled water coil. *Please note, it was determined on the site-walk that the existing CHW valve/actuator are in fair condition and will remain*.

This proposal reflects a turnkey Factory Replacement Scope and includes the necessary: Equipment, Miscellaneous material, Labor, Project Management and Supervision.

Equipment Scope: AHU-J2-2 MCCB025 / K00K68510A

- New Factory OEM replacement blower assembly - blower wheel, shaft, bearings, motor & Chilled water coil
- New VFD

Installation Scope:

1. During an agreed upon time, Trane will shut down and electrically tag-out the existing equipment and components to be removed.
2. Take the existing AHUs apart to properly access the internal section of the unit.
3. Mechanically disconnect, provide rigging as needed to remove and properly dispose of the existing blower assembly.
4. Furnish and install new CHW coil.
5. Furnish and install the new blower assembly parts into place and fasten onto existing rails.
6. Furnish and install new VFD to replace the existing.
7. Reconnect the existing power wiring circuit to electrical connections.
8. Replace CHW piping insulation where disturbed.
9. Start up and equipment commissioning of CHW AHU to be performed by Trane Factory Certified Technician, upon completion of the installation scope.
10. 1 year warranty on any labor associated with repairs.

Not Included:

- Permits fees of any kind.
- Temporary cooling of any kind.
- CHW Valve & Actuator
- Protective coating
- Replacement of electrical breakers, disconnects, or wires
- Engineering or drawings of any kind
- Controls components, integration, graphics or programming of any kind. If any controls components require replacement, they will be quoted separately.

- Any fire alarm related controls, piping, wiring, components, smoke detectors, permits, associated labor, or other fire protection of any kind.
- Independent test and balance.
- Any changes or additions to the scope of work as described above.

Pricing:
Price for Equipment & Installation Scope as outlined above.....\$79,324.00

*The pricing outlined above is based upon Omnia contract **Racine #3341***

Thank you for giving Trane this opportunity and feel free to contact me at any time with questions or concerns.
 Sincerely,

Amar Sukhai
 Services Turnkey Account Manager
Trane – 786 423-4196

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Sincerely,

Amar Sukhai
 Services Turnkey Account Manager
Trane

This proposal is valid for 30 days from the date of proposal.
This agreement is subject to the attached Trane Terms and Conditions

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

License Number: CAC#0023485

TERMS AND CONDITIONS – QUOTED SERVICE

1-10.48 (0225)

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

0. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE

SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and

agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers

and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225) Supersedes 1-10.48



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 UES Professional Solutions LLC (the "Contractor") having a principal place of business at 607 NW Commodity Cove, Port Saint Lucie, FL 34986 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: Private Consulting Services for Bldg. N Phase 3 remodel, for Plan review and Inspection Services to be provided in accordance with the Contractor's Proposal dated 12/24/2025 [Based on Proposal #] Project # A25153.01251.000 attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 3209 Virginia Avenue, Fort Pierce, FL-34981 – Massey Campus.
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: Nine Thousand and 0/100 dollars (\$9,000.00) for Plan Review; and Fifty-Four Thousand Six Hundred Sixty and 0/100 dollars (\$54,660.00) for Inspection Services, and under no circumstances whatsoever shall the fee exceed, Sixty-Three Thousand, Six Hundred Sixty and 0/100 dollars (\$63,660.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and
 - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and

- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - d. Provide more than minimal training for the Contractor; and
 - e. Provide tools or benefits to the Contractor; and
 - f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
 - g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
 - h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.
- 7. No Agency Created.** The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third-party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.
- 8. Conflict of Interest.** The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 9. No Unauthorized Use of Names.** Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.
- 10. Assignment.** The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.
- 11. Compliance with Florida Law and College Policies.** Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.
- a. Any requirement that the College hold harmless another person or entity;
 - b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
 - e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).
- 12. Modification/Entire Agreement/No Prior Agreement.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.
- 13. Termination/Revocation.** Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

UES Professional Solutions LLC |
Contractor/Vendor/Supplier Name

Thomas D Montano Digitally signed by Thomas D Montano
Date: 2026.01.07 12:54:22 -05'00'

Signature

Thomas Montano, Branch Manager

Name and Title

607 NW Commodity Cove

Address

Port St. Lucie, Florida 33458

City, State, Zip

59-1117804

Unique Entity ID (sam.gov) or Tax ID

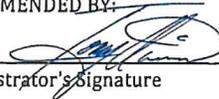
1/7/2026

Date

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

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

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

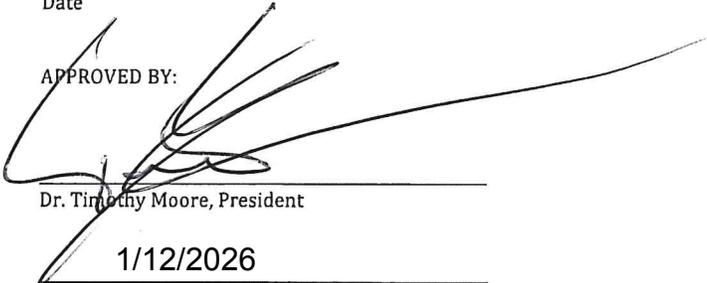
Facilities

College/Department

1/8/2026

Date

APPROVED BY:



Dr. Timothy Moore, President

1/12/2026

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.**



UES
607 NW Commodity Cove
Port St. Lucie, FL 34986
772.924.3575 | TeamUES.com

Nichole Rummo
Indian River State College
3209 Virginia Avenue Bldg. S, Room 233
Fort Pierce, FL 34981 US
Phone: (772) 246-2705 5
Email: nrummo@irsc.edu

Proposal for Private Consulting Services

IRSC Science Building N Phase 3 Remodel
3209 Virginia Avenue Fort Pierce FL 34981

Proposal No. A25153.01251.000
December 24, 2025





UES
607 NW Commodity Cove
Port St. Lucie, FL 34986
772.924.3575 | TeamUES.com

December 24, 2025

Indian River State College
3209 Virginia Avenue Bldg. S, Room 233
Fort Pierce, FL 34981 US

Attention: Nichole Rummo
(772) 246-2705 5
nrummo@irsc.edu

Reference: Proposal for Private Consulting Services
IRSC Science Building N Phase 3 Remodel
3209 Virginia Avenue
Fort Pierce, FL 34981
Project No.: A25153.01251.000

At UES, we are experts in the areas of **environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies**. Our nationwide network of nearly 4,000 engineers and technical professionals identify and solve complex engineering and construction challenges by providing specialized engineering, environmental, testing and inspection services. We strive to serve as trusted partners, providing our clients with innovative, technology-based solutions.

Our team of engineers, scientists, ecologists, geologists, certified inspectors and technicians offer an **unwavering commitment to excellence**.

From start to finish, our team is here to eliminate obstacles and bring practical solutions to our clients. We know that precision, professionalism, and creative solutions are what drive success and cultivate enduring client relationships.

Respectfully,

Antonio Torres
Business Development

UES

UES understands that the project will consist of the remodel of science building N located in Fort Pierce, Saint Lucie County, Florida. Documents provided to UES were structural plans by TRC Worldwide Engineering, sealed November 18, 2025, and architectural plans by Spiezle Architectural Group Inc., sealed November 19, 2025.

SCOPE OF SERVICES

We herein submit our proposal for the **Plan Review and Inspection Services** required for the above-mentioned project.

We propose the following budget for this project between **Indian River State College** and **UES**:

Construction Cost	\$12,000,000		
Plan Review Fees	\$0		\$0 - \$200,000
	\$0		\$200,001 - \$1,000,000
	\$0		\$1,000,001 - \$5,000,000
	\$0		\$5,000,001 - \$10,000,000
	\$9,000	x	\$10,000,001 - 20,000,000
	\$0		\$20,000,001 - Greater
Inspection Fees	\$0		\$0 - \$200,000
	\$0		\$200,001 - \$1,000,000
	\$0		\$1,000,001 - \$5,000,000
	\$0		\$5,000,001 - \$10,000,000
	\$21,600.00	x	\$10,000,001 - 20,000,000
	\$0		\$20,000,001 - Greater

		Rate	Hours	Total
Additional Fees	BO	\$150	161	\$24,150
	Clerical	\$65	54	\$3,510
	Fire	25% of Inspection fee	N/A	\$5,400

Total Plan Review	\$9,000
Total Inspections	\$54,660.00

CONDITIONS AND QUALIFICATIONS

Please note that UES's services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply UES's responsibility for defects discovered in the construction work. It is understood that UES will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of the contractor.

In this proposal the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by UES to determine substantial compliance with plans, specifications and design concepts.

These services include an engineering technician or inspector, field sampling, travel, test equipment and a typed report signed and sealed by a State of Florida Registered Professional Engineer. The rates for professional engineering services apply to report review, site visits and meetings, consultations, engineering letters, and letters of intent and certification.

The overall cost of construction quality control programs is dependent upon the contractor's scheduling, weather and other factors beyond our control. However, you will only be invoiced for services rendered. Hourly rates will be charged in whole hour increments with fractions of an hour rounded up to the next full hour. All hourly labor rates are portal to portal.

UES will provide detailed invoices on a bi-weekly basis for services rendered. Our terms are C.O.D. (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, our terms will be net-30 days. All UES services must be paid in full, including final letter, prior to delivery of any Final Letters of Compliance. The pricing contained herein is subject to change if this proposal is not authorized within 90 days from the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal. Additional items not listed in this proposal will be quoted upon request.

Reports will be distributed electronically. Hard copies of reports can be provided upon request. All UES services must be paid in full, including final letter, prior to delivery of any Final Letters of Compliance.

AUTHORIZATION

All services will be conducted in accordance with this proposal and attached Terms and Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. The Terms and Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by UES via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

UES appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 772.924.3575 if you have any questions or comments.

From our team to yours,

UES
FBPE #4930



Antonio Torres
Business Development



Karla Gabay
Business Manager



Thomas Montano, P.E.
Branch Manager

Attachments: Exhibit "A" – UES Professional Solutions, LC General Terms and Conditions
Exhibit "B" – Report Distribution Information Request Form



Description of Services: Private Consulting Services
Project Name: IRSC Science Building N Phase 3 Remodel
Project Location: 3209 Virginia Avenue, Fort Pierce, FL 34981
UES Proposal No.: A25153.01251.000
Proposal Date: December 24, 2025

APPROVAL & PAYMENT OF CHARGES

I CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ON PAGE 2 OF THIS DOCUMENT IS ACCURATE

CLIENT BILLING INFORMATION: (if different from page 2 of this document)

Company: _____
 Attention: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Email: _____
 Permit No.: (please fill in) _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____
 Address: _____
 Telephone: _____ Fax: _____

UES terms are C.O.D. unless prior credit history has been established with UES. All UES services must be PAID IN FULL prior to receipt of any Letters, Reports or Results.

PAYMENT METHOD:

Check payable to Universal Engineering Sciences, LLC / Check Number: _____
 Visa Master Card Discover American Express
 Credit Card Number _____ CVV Code _____ Exp. Date _____
 Card Holder Name _____ Card Holder Signature _____

UES Professional Solutions LLC reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal and terms and conditions constitute the entire agreement between the client and UES and supersede all prior written or oral understanding. Please note that pricing is valid for a period of ninety (90) days from proposal date.

The below signed, having full legal authority to bind the Client identified in the foregoing Proposal Agreement, has read the foregoing Proposal Agreement and hereby agrees to all of the terms and conditions contained in UES's Standard Terms and Conditions attached hereto as Exhibit "A" which are incorporated herein by reference as a fundamental and material part of the Proposal Agreement. The Client agrees and understands that UES's Standard Terms and Conditions have been established in a large measure to allocate certain risks between Client and UES, and UES will not initiate services without Client's execution of agreement to the terms of the Proposal Agreement and the Standard Terms and Conditions and other terms and conditions set forth in this Agreement.

AUTHORIZED SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE ACCEPTED: _____ (See below for service line acceptance)

SERVICES ACCEPTED: PLAN REVIEW ___ PPI ___
 (Check accepted service line(s). If none are selected, UES assumes all services have been accepted.)



ADDITIONAL SERVICES OFFERED BY UES

GEOTECHNICAL ENGINEERING

- Foundation Design & Analysis
- SPT, CPT & Auger Drilling
- Pile Monitoring
- Vibration Monitoring
- Percolation Testing
- Groundwater Monitoring Wells

INSPECTIONS

- Special Inspections
- Threshold Inspections
- Private Provider Plan Review & Inspections
- Roof Testing & Pull Testing
- NPDES Inspections
- SWPPP (Storm water pollution prevention plan)
- SPCC (Spill prevention, control, and Countermeasure)
- Fireproofing Inspections
- Paint Thickness Inspections

ENVIRONMENTAL SERVICES

- Ecological Services – Wildlife, Wetlands, Tree Survey, Historical/Archeological
- Stormwater Compliance – Plans/Inspections/Permitting
- NEPA Assessment
- FDEP ERP/CCCL Permitting
- Phase 1 & 2 Site Assessments
- Tank Closures
- Soil Management Plans
- Remedial Action Plans
- Site Remediation Oversight
- Site Assessment Reports
- Asbestos, Lead, Radon Testing
- Mold Testing
- Indoor Air Quality

BUILDING ENVELOPE & FACILITIES CONSULTING

- Residential/Commercial Waterproofing and Pre Cladding Inspections
- Building Envelope Plan Review, Waterproof Inspections & Consulting
- ASTM Door & Window Chamber Testing
- Moisture Intrusion Assessments & Consulting
- Infrared Camera Inspections & Moisture Mapping
- Blower Door and Duct Leakage Testing
- HERS Ratings
- ENERGY STAR & 45L
- IECC Compliance
- Energy Calculations, Duct Layouts & Mechanical Consulting
- Pre & Post Construction Photo Surveys of Existing Conditions - Vibration Monitoring
- Property Management Support - Moisture, Indoor Air, Mold, Radon, Lead & Asbestos
- Safety Consulting and Inspections
- Property Condition Assessment (PCA)
- GPR (ground Penetrating Radar)

CONSTRUCTION MATERIAL TESTING

- Concrete Testing
 - Soil Testing
 - Floor Flatness & Levelness
 - Turbidity Monitoring
 - Asphalt Testing
- *CMEC, USACE, and FDOT Certified

LICENSED & CERTIFIED PROFESSIONALS

- Professional Engineers
- Thermographers
- Geologists
- Buildings Inspectors and Plans Examiners (Structural & MEP)
- Mold, Lead, Radon, Asbestos Technicians
- Certified Industrial Hygienists
- ACI and CTQP Certified Soils & Concrete Lab Technicians
- ACI and CTQP Certified Soils Technicians
- ACI and CTQP Certified Concrete Technicians
- CTQP Certified Asphalt Technicians
- Sealed Wall Cladding Technicians
- Blower Door/Duct Leakage Technicians



GENERAL TERMS AND CONDITIONS

SECTION 1: BINDING AGREEMENT

- 1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.
- 1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.
- 1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.
- 1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

SECTION 2: SERVICES

- 2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.
- 2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.
- 2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.
- 2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.
- 2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.
- 2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

SECTION 3: PROFESSIONAL STANDARD OF CARE

- 3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.
- 3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.
- 3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.
- 3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.
- 3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

SECTION 4: RESPONSIBILITIES

- 4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.
- 4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

SECTION 5: SITE ACCESS AND SITE CONDITION

- 5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.
- 5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured.



The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

5.4 Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

6.1 Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

6.2 For purposes of the Agreement and these General Terms and Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

6.3 Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

6.4 **FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS**, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

6.5 **FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS**, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client's property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. The Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

6.6 The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

6.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) THE COMPANY'S DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

7.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

7.2 The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

7.3 Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

7.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 8: BILLING AND PAYMENT

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the



scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and **CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE.** Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

9.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 10: RISK ALLOCATION AND INDEMNIFICATION

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

SECTION 11: INSURANCE

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

11.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

SECTION 12: DISPUTE RESOLUTION

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.



12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

SECTION 13: TERMINATION

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

SECTION 15: ASSIGNS

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

SECTION 16: SURVIVAL

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

SECTION 17: MISCELLANEOUS

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

17.3 The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

17.5 To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.



STATE-SPECIFIC ADDENDUM – FLORIDA

SECTION 1: ADDENDUM TO AGREEMENT

1.1 This Florida addendum (this “Addendum”) is made and entered into by and between the Company and Client and is effective as of the date of execution of the Agreement if the Services are performed in the State of Florida, and this Addendum is incorporated into and made a part of the General Terms and Conditions solely with respect to the Services covered by this Addendum.

SECTION 2: INDEMNITY

2.1 **IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT**, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY), INDEMNIFY, AND HOLD THE COMPANY INDEMNITEES HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT’S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT THE COMPANY IS RESPONSIBLE IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING THE COMPANY AND (2) THE PROVISION OF THE SERVICES BY THE COMPANY EXCEPT TO THE EXTENT CAUSED BY THE COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

2.2 THE COMPANY AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COMPANY IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

2.3 To the extent either party’s damages are covered by available insurance, Client and the Company waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 3: INDIVIDUAL LIABILITY (5 POINTS LARGER THAN ADJACENT TEXT)

3.1 **PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**



REPORT DISTRIBUTION INFORMATION REQUEST FORM

Date _____
Attention _____
Project _____

UES Project # _____
Fax # _____
Permit # _____

The following Names, Addresses and Permit Numbers need to be supplied in order to assist in the distribution of reports for your project. Your cooperation in quickly responding will assure no delay in the completion of your construction operations and the distribution of all your reports.

Note: Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy. Hard copies of Blower Door Testing reports will not be distributed unless specifically requested. A field report will be provided upon completion of the test.

CLIENT INFORMATION

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

BUILDING DEPARTMENT

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

GENERAL CONTRACTOR

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

ENGINEER OF RECORD

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

ARCHITECT OF RECORD

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

OTHER

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

Please Choose From the Following Options

Electronic Copy (via email)

Email: _____

Please remit completed form to your local Team UES Representative.



November 12, 2025

GFA International dba Universal Engineering Sciences
Travis Merrick, President/South Florida Division
201 Waldo Avenue N
Lehigh Acres, FL 33971

Re: Notice of Renewal - Agreement for Construction Inspection & Building Code Compliance

Dear Mr. Merrick,

The initial term of the referenced agreement is scheduled to expire on December 31, 2025. In accordance with the Agreement, Florida Gulf Coast University may renew at the same pricing, terms and conditions of the initial agreement for up to 1-year term. This notice is provided to inform you of the University's decision to renew the agreement for an additional term beginning January 1, 2025 through December 31, 2026.

As a condition of renewal and through your signature below you agree to the following:

- Be registered with and use the Department of Homeland Security's E-Verify program for newly hired employees and certify compliance with section 448.095(2) Florida Statute
- Attest compliance with Florida Statute 287.138 regarding foreign entities of concern and certify that your business does not meet the criteria in paragraphs (2)(a)-(c) of section 287.138
- Comply with Florida Statute sections 287.1346 and 787.06 and attest that your business does not use coercion for labor or services
- Please return a valid Certificate of Insurance with the required coverages and limits, naming Florida Gulf Coast University as additional insured.

Please have a representative authorized to bind your company sign this notice and the attached certifications. **Return all signed documents by email to lcorbin@fgcu.edu.**

Sincerely,

Melissa Wendel
Melissa M. Wendel, CPPO, NIGP-CPP
Director, Procurement & Payment Services

Acknowledged:
By: *[Signature]*
Printed: Travis Merrick
Title: President date: 12/19/25

c: Collin Noel, Facilities & Space Planning Manager
General Counsel's Office

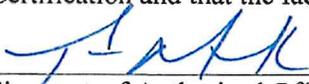
FOREIGN ENTITIES OF CONCERN CERTIFICATION

In accordance with Florida Statute section 287.138, when a contract is executed or renewed between a nongovernmental entity and FGCU, which would grant the nongovernmental entity access to an individual's personal identifying information, the nongovernmental entity must provide FGCU with an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not meet any of the criteria in paragraphs (2)(a)-(c) of section 287.138, Florida Statutes. This Affidavit is provided in compliance with 787.06, Florida Statute. The undersigned authority states that he/she is an adult person over the age of 18 and is competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Travis Merrick.
2. I am currently the President of GFA International, Inc. d/b/a Universal Engineering Sciences
3. In that capacity, I am authorized to make this attestation as authorized representative of the nongovernmental entity.
4. Pursuant to the requirement of Florida Statutes section 287.138, my company attests, under penalty of perjury, (1) that it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in my company, as defined by Section 287.138(1)(a), Florida Statutes; and (3) my company is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.

This Affidavit is executed in accordance with Section 287.138, Florida Statutes, for the purpose of preventing FGCU from entering contracts with foreign entities of concern which would provide access to an individual's personal identifying information.

I, Travis Merrick, hereby attest that my firm meets the requirements Florida Statutes section 287.138. Under penalty of perjury, I declare that I have read the forgoing Certification and that the facts stated in it are true.


Signature of Authorized Officer

Travis Merrick - President
Print Name & Title of Authorized Officer

12/9/25
Date

NO COERCION OF LABOR AND NO FORCED LABOR ATTESTATION

In accordance with Florida Statutes section 787.06(13) AND SECTION 287.1346, when a contract is executed, renewed, or extended between a non-governmental entity and FGCU, the non-governmental entity must provide FGCU with the following attestations that no coercion of labor or services has occurred in completing the contract. Additionally, Florida statute section 287.1346 requires an attestation that upon submitting a bid, proposal, or reply that the commodity has not been produced, in whole or in part by forced labor.

My name is Travis Merrick.

I am currently the President of GFA International, Inc d/b/a Universal Engineering Sciences

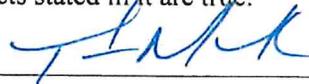
In that capacity, I am authorized to make these attestations as authorized representative of the nongovernmental entity.

1. Attestation Regarding Coercion of Labor - Pursuant to the requirement of Florida Statute section 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes section 787.06(2)(a), for labor or services.

2. Attestation Regarding Forced Labor

I am a member of senior management of the company (non-governmental entity) providing this attestation. At the time this bid, proposal, or reply is submitted, or before a contract is entered into or renewed with FGCU, my company attests that to the best of my knowledge, the commodities offered by this company have not been produced, in whole or in part, by forced labor. This attestation is provided in compliance with Florida Statutes section 287.1346.

This document is legally binding, and a false attestation is perjury. Under the penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature: 
Print: Travis Merrick
Title: President
Date: 12/9/25

SERVICES AGREEMENT

By and Between:

GFA INTERNATIONAL, INC. dba
UNIVERSAL ENGINEERING SCIENCES
201 WALDO AVE NORTH
LEHIGH ACRES, FLORIDA 33971

and

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES
10501 FGCU BLVD SOUTH
FORT MYERS, FLORIDA 33965

This Agreement is entered into this 15th day of December, 2021 by and between FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, (hereinafter referred to as "University") and GFA INTERNATIONAL, INC. dba UNIVERSAL ENGINEERING SCIENCES, a Florida corporation registered and authorized to do business in the State of Florida, (hereinafter referred to as "Contractor"). The Invitation to Negotiate, its attachments and addenda ("ITN"), the Contractor's Reply thereto, are attached hereto as Composite Exhibit "A" ("Agreement Documents").

WHEREAS, The University is desirous of establishing an agreement for the provision of CONSTRUCTION INSPECTION AND BUILDING CODE COMPLIANCE SERVICES ("Services") with Contractor; and,

WHEREAS, The Contractor has considerable knowledge and experience providing said services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 TERMS

For the purpose of Services, the term of this Agreement shall be for three (3) years effective January 1, 2022, with an option to renew of up to two (2) additional one (1) year periods, or any portion thereof.

2.0 SPECIAL CONDITIONS

2.1 PERFORMANCE

- A. Contractor shall perform all services outlined herein and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the amount stated in the Agreement Documents. No compensation will be provided for additional reimbursable expenses.
- B. The parties agree that time is of the essence in the performance of the services required under this Agreement. The Contractor agrees that all services shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.
- C. Contractor will provide personnel ("Personnel") as listed in the Agreement Documents to perform services. Personnel shall at all times be the employees of Contractor, and Contractor shall be solely responsible for the supervision, daily direction and control of such Personnel. Contractor shall have the right, or the University may request, to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to the Agreement. In the event of such removal or reassignment, Contractor will furnish a replacement. In addition, Contractor shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Contractor reserves the right to hire qualified temporary employees or subcontractors, if the circumstances require, in order to accommodate special requests from University.

2.2 SCOPE CHANGES

The University may require, by written order, changes altering, adding to, or deducting from, the Contract specifications, provided that such changes are within the general scope of the Agreement. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

2.3 PRICE AND RESPONSE TIMES

The Parties have agreed upon the following pricing for the products and services to be provided by Contractor, which prices shall remain firm for the entire term of this Agreement.

2. Response Time for Standard Inspections

UES would receive a call or an email before 4:00 pm the day before a requested inspection in a world without emergencies or quick turnaround situations. In this case, a UES representative will be scheduled at a time accommodating to the work and construction team.

We also understand that construction is a fluid process, and sometimes, changes happen. Problem-solving is where we shine. UES has presented multiple teammates for this Continuing Services Contract, who live close to the Florida Gulf Coast University Campus. Our depth of team allows us to provide same-day service in most instances.

Our team members currently reside in the locations illustrated below.

UES Team Member Locations



As a strategic partner of FGCU, UES will provide the highest level of support to ensure project schedules and budgets remain as planned. As a former provider of these services under a different entity name, we have also performed same-day plan review and permitting services by picking up construction plans for review in our office or performing the work on campus.

If selected for this contract, FGCU can expect to see a wide range of UES teammates on campus to help expedite our service in any way possible.

JM

3. Welding Inspections:

UES' In-House Capabilities and Response Time

UES is capable of performing welding inspections. In-house welding inspections are provided by Jeff D'huyvetter, PE, CWI, and Gary Adkins, CWI. Jeff lives a short distance from campus and works in our Fort Myers, FL office daily. Gary lives approximately 75 miles from campus. He is often located in our Fort Myers, FL office (3+ days per week) for related work.

Similar to our response for standard inspections, we ask that welding inspections be scheduled by 4:00 pm the day before the required inspection. However, UES is generally available for same-day inspections as required.

It is important to note that both Jeff and Gary are certified by the American Welding Society (AWS) as Certified Welding Inspectors (CWI). These specialty inspections must be performed by a CWI, which is what UES will do.

UES' Derivations of Percentage Markup Fees and Inclusions

UES has developed the presented rate table based on our vast experience with similar construction projects and our expertise in providing these same services for FGCU as a former service provider. Several of our current teammates have worked on construction projects on the FGCU campus; they are very familiar with the scope of work and construction processes.

UES believes that the rates submitted in our original submittal were presented at a discounted rate to current market conditions. Therefore, we propose to perform the work under this contract at those rates. UES is committed to achieving these services at these rates for the entire duration of this contract.

Fees for Services Not Included in Original Submittal

Services not included in the original submittal can be provided at the following hourly rates:

Personnel	Rate
Special Inspector (SI, Professional Engineer) for Threshold Inspections	\$175/hour
Threshold Inspector	\$105/hour
Certified Welding Inspector (CWI)	\$165/hour
Fire Penetration Inspections	\$105/hour
Phase I or II Environmental Site Assessment	Quote
Geotechnical Drilling and Engineering	Quote
Ground Improvement Monitoring	Quote
Construction Materials Testing (Soils and Concrete)	Quote
Water Intrusion / Building Envelope Consulting	Quote

2.4 AMENDMENTS

This Agreement, including but not limited to, the pricing terms, may only be altered by a written amendment, signed by the Parties.

3.0 GENERAL CONDITIONS

3.1 ACCOUNTING

Contractor and University shall keep accurate records as to performance of all services required pursuant to this Agreement, and of all transactions relating to this Agreement.

3.2 PAYMENT

Pursuant to FGCU-PR6.021, FGCU Regulations, University shall mail to Contractor payment within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this Agreement. University may make partial payments to the Contractor upon partial delivery of services, upon request by the Contractor and approval by the University, providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in the Agreement Documents. Units of deliverables shall include, but not be limited to, reports, findings, and drafts, where applicable, that must be received and accepted in writing by the University prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. Failure by the University to make such payment within forty (40) days may result in the University paying interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance. Interest payments shall be made within fifteen (15) days after they become due. In the case of an error on the part of Contractor or University, the forty (40) day period shall begin to run upon receipt by University of a corrected invoice or other remedy of the error.

3.2.1 The University's obligation to pay under this agreement is contingent upon an annual appropriation by the State Legislature

3.3 NONEXCLUSIVE AGREEMENT

This is a non-exclusive agreement. The University reserves the right to obtain additional like services and to contract for these services in the future. Nothing herein shall be interpreted to prohibit such future actions nor to guarantee renewal of this Agreement. The University reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

3.4 INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless the Florida Gulf Coast University Board of Trustees, and their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of, or related to, the services provided by the Contractor to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor, its employees, or agents.

To the extent allowable by law, University will indemnify Contractor for the negligent acts of its officers and employees while acting in the scope of their employment by University. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the University or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Without intending to create any limitation relating to the survival of any other provisions of this Contract, both parties agree that the terms of this paragraph shall survive the expiration or earlier termination of this Contract. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply. Such notification shall include all notices and legal process it receives in the most expeditious means available to the affected party. Each party agrees that the other may employ attorneys of its own choice to appear and defend the action and that no party shall do anything to compromise the defense of the action or any settlement thereof and shall provide all reasonable assistance which the other may require. The foregoing indemnity shall not apply to settlement of claims made without the consent of both parties.

3.5 ORDER OF PRECEDENCE

1. This Services Agreement, (consisting of nine pages inclusive of three numbered sections and accompanying numbered subsections);
2. All Addenda issued in the University's Invitation to Negotiate 22A-001;
3. The University's Invitation to Negotiate 22A-001;
4. Contractor's Best and Final Offer (BAFO); and
5. Contractor's Reply.

3.6 INSURANCE

To ensure the indemnification obligation contained herein, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverages set forth below, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- A. Contractor shall maintain workers' compensation insurance for all employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Contractor shall also require that all of its subcontractors maintain similar worker's compensation coverage. For the purpose of this section, self insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.
- B. Contractor shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Contractor shall also require that all of its subcontractors maintain similar general liability insurance.
- C. Contractor shall maintain automobile liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under this Agreement.
- D. Contractor shall maintain umbrella liability insurance. Limits shall be a minimum of: (i) \$2,000,000 per occurrence; (ii) \$2,000,000 general aggregate; and, (iii) \$10,000 self insured retention.
- E. With regard to the above, Contractor's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the University; (ii) be primary for the University's exposure relative to any insurance purchased or maintained by the Contractor; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the University; (iv) such policy or policies shall specifically protect University by naming Florida Gulf Coast University Board of Trustees as additional insured; (v) the official title of the certificate holder shall be Florida Gulf Coast University Board of Trustees.

With regard to the general liability insurance and automobile liability insurance, Contractor's insurance shall be endorsed so the insurer will waive subrogation rights against the University.

3.7 DEFAULT

The failure of Contractor to this Agreement to comply with any provisions of this Agreement shall place Contractor in default. Prior to terminating this Agreement, the University shall notify the Contractor in writing, stating the provision or provisions which give rise to the default. The Contractor shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the University may immediately terminate this Agreement by written notice. The failure of University to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. The University shall have the right to exercise any and all legal remedies available to them by applicable laws.

3.8 TERMINATION FOR CONVENIENCE

The University reserves the right to terminate this Agreement in whole or part at any time when in the best interest of the University without penalty or cause. Upon receipt of the written notice of Termination for Convenience, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Contractor as a result of this Agreement shall become the property of and delivered to the University. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the University in the event of termination under this provision.

3.9 UNILATERAL CANCELLATION

This Agreement may be unilaterally canceled by University for refusal by Contractor to allow public access to all documents, papers, letters or other materials which may be subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement.

3.10 PUBLIC RECORDS

Contractor acknowledges that the University is a public body corporate of the State of Florida and as such, matters as they relate to this Agreement shall be subject to, among other applicable laws, Chapter 119, Florida Statutes, Florida's Public Records laws. If Contractor claims information as it relates to this Agreement is exempt from Florida's Public Records laws, Contractor must identify specifically any information which it considers to be exempt, citing specifically the applicable exemption law. The University shall be the sole arbiter to Contractor's exemption claim. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it unknowingly or could not have reasonably known that such information was proprietary or confidential. Pursuant to section 119.0701, Florida Statutes, the following provisions are required to be included in this Agreement:

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 745-4427 by email at szablackas@fgcu.edu, or by mail at Office of the General Counsel, 10501 FGCU Boulevard South, EH114, Fort Myers, Florida 33965.

3.11 GOVERNING LAWS

This Agreement is subject to the relevant laws and regulations of the State of Florida, the Florida Board of Governors and the University. Any provisions herein, in conflict with the relevant laws and regulations shall be void and of no effect.

3.12 GOVERNMENT REGULATIONS

To the extent applicable, Contractor agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.

- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.
- J. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability or perceived disability.
- K. All regulations, guidelines, and standards which are now or may be lawfully adopted under the above statutes, as well as any other applicable federal, state, or local rules, regulations, and ordinances.

3.13 INDEPENDENT CONTRACTOR

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making Contractor the agent or representative of University for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent contractor with respect to all services performed under this Agreement.

3.14 FORCE MAJEURE

No default, delay, or failure to perform on the part of Contractor or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or in actions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

3.15 SEVERABILITY

In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.16 ASSIGNMENT AND CONTRACTING

The University has selected Contractor for its stated skills, abilities, and unique product offerings, as represented to the University by Contractor's solicitation response and via other means. Contractor has represented to the University that it has the in-house capabilities, resources, and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer, or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the University. Notwithstanding the University's right in section 2.1(c) of this Agreement to request additional work be performed by third parties, in the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the University. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the University pursuant to the provisions of this Agreement, or obligate the University to make any payments other than payments due to Contractor as outlined in this Agreement.

3.17 VENUE

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of Lee County, Florida.

3.18 CAPTIONS

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provisions contained herein.

3.19 ENTIRE AGREEMENT

This Agreement, which includes the Agreement Documents constitute the entire Agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties to this Agreement.

3.20 PUBLIC ENTITY CRIME

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a response to solicitation to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a contractor, supplier, subcontractor or consultant to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

3.21 LOBBYING

Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

3.22 DISCLAIMER

This Agreement is not binding upon the Board of Trustees, of FLORIDA GULF COAST UNIVERSITY until it has been signed by its President, or by a person with a specific delegation of authority to sign this Agreement.

3.23 NOTICES

All notices and all other matters pertaining to this Agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by Certified U.S. Mail return receipt required, and shall be deemed to have been duly given when received by the addressee at the following addresses:

If to University:

Maryann Egan
Director of Procurement Services
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

If to Contractor:

Travis Merrick
President - South Florida Division
Universal Engineering Sciences
201 Waldo Ave North
Lehigh Acres, Florida 33971

3.24 ATTORNEY FEES AND COSTS

Each Party hereto shall be solely responsible for paying its attorney fees and costs in any dispute, litigation, dispute resolution proceeding, appeal, settlement negotiation, or pre-litigation negotiation regarding or arising under this Agreement notwithstanding the outcome of same.

3.25 NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and notwithstanding any derivative benefit sought or obtained by any other third party, no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

3.26 TRADE SECRET RECORDS

The Parties agree that the University shall not disclose to any third party any information designated by the Contractor as a "trade secret" as that term is defined in Florida Statutes and section 812.081(1)(c) inasmuch as Florida Statutes section 815.045 deems such information to be confidential and exempt from public records disclosure. To the extent the Contractor wishes to assert a trade secret under this section it shall, prior to or contemporaneously with the delivery of the information to the University, clearly mark and designate such portions of documents or other records which it contends constitute a trade secret. In the event a request to inspect or copy such records is made by any person under the Florida Public Records Act, the University will make a determination whether the information marked as trade secrets meet the statutory definition. In so doing, the University will consult with the Contractor and its legal counsel to the extent the Contractor and its legal counsel allow for such consultation in a prompt manner so as to satisfy the Public Records Act's requirement that records requests be responded to promptly. To the extent the parties cannot agree, the Contractor expressly reserves the right to file a request for a declaratory judgment on the question in the Circuit Court in and for Lee County, Florida, and to request temporary injunction and expedited hearing. This obligation shall survive the termination of this Agreement for two (2) years.

3.27 CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes section 287.135, the Contractor has certified that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operation in Cuba or Syria. Additionally, the Contractor has certified that the Contractor is not on the Scrutinized Companies Boycott Israel List and is not participating in a boycott of Israel. The University shall have the option to terminate this Agreement if the Contractor is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

3.28 RECEIPT

This Agreement must be signed by all parties and dated before service begins, or a letter of justification must accompany this Agreement. Contractor hereby certifies that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY or its Board of Trustees.

3.29 E-VERIFY

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration.

Executed this 20 day of Dec, 2022

GFA INTERNATIONAL, INC. dba
UNIVERSAL ENGINEERING SCIENCES

By: [Signature]
[Signature]

Travis Merrick - COO
[Printed Name and Title]

Executed this 16th day of Dec, 2022 2021

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

By: [Signature]
[Signature]

Maryan Egan, Director Procurement Services
[Printed Name and Title]

DISCLAIMER

This Agreement is not binding upon the Board of Trustees of Florida Gulf Coast University until it has been signed by its President, or by a person with a specific delegation of authority to sign this Agreement.

[Signature]
Approved as to
Form and Legality
David Greenbaum
Associate General Counsel
Florida Gulf Coast University
Board of Trustees

12/16/21

TOM

SERVICES AGREEMENT

By and Between:

GFA INTERNATIONAL, INC. dba
UNIVERSAL ENGINEERING SCIENCES
201 WALDO AVE NORTH
LEHIGH ACRES, FLORIDA 33971

and

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES
10501 FGCU BLVD SOUTH
FORT MYERS, FLORIDA 33965

This Agreement is entered into this 15th day of December, 2021 by and between FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, (hereinafter referred to as "University") and GFA INTERNATIONAL, INC. dba UNIVERSAL ENGINEERING SCIENCES, a Florida corporation registered and authorized to do business in the State of Florida, (hereinafter referred to as "Contractor"). The Invitation to Negotiate, its attachments and addenda ("ITN"), the Contractor's Reply thereto, are attached hereto as Composite Exhibit "A" ("Agreement Documents").

WHEREAS, The University is desirous of establishing an agreement for the provision of CONSTRUCTION INSPECTION AND BUILDING CODE COMPLIANCE SERVICES ("Services") with Contractor; and,

WHEREAS, The Contractor has considerable knowledge and experience providing said services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 TERMS

For the purpose of Services, the term of this Agreement shall be for three (3) years effective January 1, 2022, with an option to renew of up to two (2) additional one (1) year periods, or any portion thereof.

2.0 SPECIAL CONDITIONS

2.1 PERFORMANCE

- A. Contractor shall perform all services outlined herein and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the amount stated in the Agreement Documents. No compensation will be provided for additional reimbursable expenses.
- B. The parties agree that time is of the essence in the performance of the services required under this Agreement. The Contractor agrees that all services shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as well ensure full completion thereof within the time specified.
- C. Contractor will provide personnel ("Personnel") as listed in the Agreement Documents to perform services. Personnel shall at all times be the employees of Contractor, and Contractor shall be solely responsible for the supervision, daily direction and control of such Personnel. Contractor shall have the right, or the University may request, to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to the Agreement. In the event of such removal or reassignment, Contractor will furnish a replacement. In addition, Contractor shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Contractor reserves the right to hire qualified temporary employees or subcontractors, if the circumstances require, in order to accommodate special requests from University.

2.2 SCOPE CHANGES

The University may require, by written order, changes altering, adding to, or deducting from, the Contract specifications, provided that such changes are within the general scope of the Agreement. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

2.3 PRICE AND RESPONSE TIMES

The Parties have agreed upon the following pricing for the products and services to be provided by Contractor, which prices shall remain firm for the entire term of this Agreement.

CONSTRUCTION COSTS

PLAN REVIEW FEES TO BE PROVIDED AS A %
MARKUP OF THE COST

\$0 - \$200,000	0.30%
\$200,001 - \$1,000,000	0.23%
\$1,000,001 - \$5,000,000	0.185%
\$5,000,001 - \$10,000,000	0.115%
\$10,000,001 - \$20,000,000	0.075%
\$20,000,001 - Greater	0.065%

CONSTRUCTION COSTS

INSPECTION FEES TO BE PROVIDED AS A %
MARKUP OF THE COST

\$0 - \$200,000	0.65%
\$200,001 - \$1,000,000	0.47%
\$1,000,001 - \$5,000,000	0.305%
\$5,000,001 - \$10,000,000	0.22%
\$10,000,001 - \$20,000,000	0.155%
\$20,000,001 - Greater	0.133%

The Firm's not to exceed percent markup fee stated above will be calculated by multiplying the applicable fee percentage by the estimated building construction cost.
The estimated Construction Cost for a project will be decided by the University at the time of the University's request for quote. The University reserves the right to negotiate with the Firm the quoted percentage markup fee for the term of the agreement.

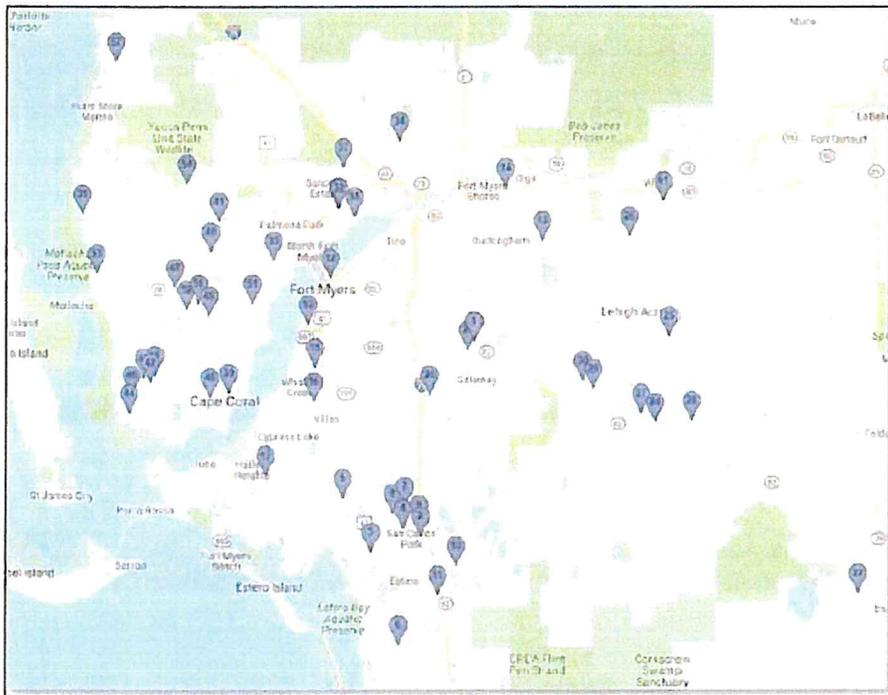
2. Response Time for Standard Inspections

UES would receive a call or an email before 4:00 pm the day before a requested inspection in a world without emergencies or quick turnaround situations. In this case, a UES representative will be scheduled at a time accommodating to the work and construction team.

We also understand that construction is a fluid process, and sometimes, changes happen. Problem-solving is where we shine. UES has presented multiple teammates for this Continuing Services Contract, who live close to the Florida Gulf Coast University Campus. Our depth of team allows us to provide same-day service in most instances.

Our team members currently reside in the locations illustrated below.

UES Team Member Locations



As a strategic partner of FGCU, UES will provide the highest level of support to ensure project schedules and budgets remain as planned. As a former provider of these services under a different entity name, we have also performed same-day plan review and permitting services by picking up construction plans for review in our office or performing the work on campus.

If selected for this contract, FGCU can expect to see a wide range of UES teammates on campus to help expedite our service in any way possible.

3. Welding Inspections:

UES' In-House Capabilities and Response Time

UES is capable of performing welding inspections. In-house welding inspections are provided by Jeff D'huyvetter, PE, CWI, and Gary Adkins, CWI. Jeff lives a short distance from campus and works in our Fort Myers, FL office daily. Gary lives approximately 75 miles from campus. He is often located in our Fort Myers, FL office (3+ days per week) for related work.

Similar to our response for standard inspections, we ask that welding inspections be scheduled by 4:00 pm the day before the required inspection. However, UES is generally available for same-day inspections as required.

It is important to note that both Jeff and Gary are certified by the American Welding Society (AWS) as Certified Welding Inspectors (CWI). These specialty inspections must be performed by a CWI, which is what UES will do.

UES' Derivations of Percentage Markup Fees and Inclusions

UES has developed the presented rate table based on our vast experience with similar construction projects and our expertise in providing these same services for FGCU as a former service provider. Several of our current teammates have worked on construction projects on the FGCU campus; they are very familiar with the scope of work and construction processes.

UES believes that the rates submitted in our original submittal were presented at a discounted rate to current market conditions. Therefore, we propose to perform the work under this contract at those rates. UES is committed to achieving these services at these rates for the entire duration of this contract.

Fees for Services Not Included in Original Submittal

Services not included in the original submittal can be provided at the following hourly rates:

Personnel	Rate
Special Inspector (SI, Professional Engineer) for Threshold Inspections	\$175/hour
Threshold Inspector	\$105/hour
Certified Welding Inspector (CWI)	\$165/hour
Fire Penetration Inspections	\$105/hour
Phase I or II Environmental Site Assessment	Quote
Geotechnical Drilling and Engineering	Quote
Ground Improvement Monitoring	Quote
Construction Materials Testing (Soils and Concrete)	Quote
Water Intrusion / Building Envelope Consulting	Quote

2.4 AMENDMENTS

This Agreement, including but not limited to, the pricing terms, may only be altered by a written amendment, signed by the Parties.

3.0 GENERAL CONDITIONS

3.1 ACCOUNTING

Contractor and University shall keep accurate records as to performance of all services required pursuant to this Agreement, and of all transactions relating to this Agreement.

3.2 PAYMENT

Pursuant to FGCU-PR6.021, FGCU Regulations, University shall mail to Contractor payment within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this Agreement. University may make partial payments to the Contractor upon partial delivery of services, upon request by the Contractor and approval by the University, providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in the Agreement Documents. Units of deliverables shall include, but not be limited to, reports, findings, and drafts, where applicable, that must be received and accepted in writing by the University prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. Failure by the University to make such payment within forty (40) days may result in the University paying interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance. Interest payments shall be mailed within fifteen (15) days after they become due. In the case of an error on the part of Contractor or University, the forty (40) day period shall begin to run upon receipt by University of a corrected invoice or other remedy of the error.

3.2.1 The University's obligation to pay under this agreement is contingent upon an annual appropriation by the State Legislature.

3.3 NON-EXCLUSIVE AGREEMENT

This is a non-exclusive agreement. The University reserves the right to obtain additional like services and to contract for these services in the future. Nothing herein shall be interpreted to prohibit such future actions nor to guarantee renewal of this Agreement. The University reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

3.4 INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless the Florida Gulf Coast University Board of Trustees, and their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of, or related to, the services provided by the Contractor to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor, its employees, or agents.

To the extent allowable by law, University will indemnify Contractor for the negligent acts of its officers and employees while acting in the scope of their employment by University. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the University or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Without intending to create any limitation relating to the survival of any other provisions of this Contract, both parties agree that the terms of this paragraph shall survive the expiration or earlier termination of this Contract. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply. Such notification shall include all notices and legal process it receives in the most expeditious means available to the affected party. Each party agrees that the other may employ attorneys of its own choice to appear and defend the action and that no party shall do anything to compromise the defense of the action or any settlement thereof and shall provide all reasonable assistance which the other may require. The foregoing indemnity shall not apply to settlement of claims made without the consent of both parties.

3.5 ORDER OF PRECEDENCE

1. This Services Agreement, (consisting of nine pages inclusive of three numbered sections and accompanying numbered subsections);
2. All Addenda issued in the University's Invitation to Negotiate 22A-001;
3. The University's Invitation to Negotiate 22A-001;
4. Contractor's Best and Final Offer (BAFO); and
5. Contractor's Reply.

3.6 INSURANCE

To ensure the indemnification obligation contained herein, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverages set forth below, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- A. Contractor shall maintain workers' compensation insurance for all employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Contractor shall also require that all of its subcontractors maintain similar worker's compensation coverage. For the purpose of this section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.
- B. Contractor shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Contractor shall also require that all of its subcontractors maintain similar general liability insurance.
- C. Contractor shall maintain automobile liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under this Agreement.
- D. Contractor shall maintain umbrella liability insurance. Limits shall be a minimum of: (i) \$2,000,000 per occurrence; (ii) \$2,000,000 general aggregate; and, (iii) \$10,000 self insured retention.
- E. With regard to the above, Contractor's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the University; (ii) be primary for the University's exposure relative to any insurance purchased or maintained by the Contractor; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the University; (iv) such policy or policies shall specifically protect University by naming Florida Gulf Coast University Board of Trustees as additional insured; (v) the official title of the certificate holder shall be Florida Gulf Coast University Board of Trustees.

With regard to the general liability insurance and automobile liability insurance, Contractor's insurance shall be endorsed so the insurer will waive subrogation rights against the University.

3.7 DEFAULT

The failure of Contractor to this Agreement to comply with any provisions of this Agreement shall place Contractor in default. Prior to terminating this Agreement, the University shall notify the Contractor in writing, stating the provision or provisions which give rise to the default. The Contractor shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the University may immediately terminate this Agreement by written notice. The failure of University to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. The University shall have the right to exercise any and all legal remedies available to them by applicable laws.

3.8 TERMINATION FOR CONVENIENCE

The University reserves the right to terminate this Agreement in whole or part at any time when in the best interest of the University without penalty or cause. Upon receipt of the written notice of Termination for Convenience, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Contractor as a result of this Agreement shall become the property of and delivered to the University. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the University in the event of termination under this provision.

3.9 UNILATERAL CANCELLATION

This Agreement may be unilaterally canceled by University for refusal by Contractor to allow public access to all documents, papers, letters or other materials which may be subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement.

3.10 PUBLIC RECORDS

Contractor acknowledges that the University is a public body corporate of the State of Florida and as such, matters as they relate to this Agreement shall be subject to, among other applicable laws, Chapter 119, Florida Statutes, Florida's Public Records laws. If Contractor claims information as it relates to this Agreement is exempt from Florida's Public Records laws, Contractor must identify specifically any information which it considers to be exempt, citing specifically the applicable exemption law. The University shall be the sole arbiter to Contractor's exemption claim. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it unknowingly or could not have reasonably known that such information was proprietary or confidential. Pursuant to section 119.0701, Florida Statutes, the following provisions are required to be included in this Agreement:

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 745-4427 by email at szablackas@fgcu.edu, or by mail at Office of the General Counsel, 10501 FGCU Boulevard South, EH114, Fort Myers, Florida 33965.

3.11 GOVERNING LAWS

This Agreement is subject to the relevant laws and regulations of the State of Florida, the Florida Board of Governors and the University. Any provisions herein, in conflict with the relevant laws and regulations shall be void and of no effect.

3.12 GOVERNMENT REGULATIONS

To the extent applicable, Contractor agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.

- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- II. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.
- J. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability or perceived disability
- K. All regulations, guidelines, and standards which are now or may be lawfully adopted under the above statutes, as well as any other applicable federal, state, or local rules, regulations, and ordinances.

3.13 INDEPENDENT CONTRACTOR

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making Contractor the agent or representative of University for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent contractor with respect to all services performed under this Agreement.

3.14 FORCE MAJEURE

No default, delay, or failure to perform on the part of Contractor or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or in actions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

3.15 SEVERABILITY

In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.16 ASSIGNMENT AND CONTRACTING

The University has selected Contractor for its stated skills, abilities, and unique product offerings, as represented to the University by Contractor's solicitation response and via other means. Contractor has represented to the University that it has the in-house capabilities, resources, and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer, or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the University. Notwithstanding the University's right in section 2.1(C) of this Agreement to request additional work be performed by third parties, in the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the University. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the University pursuant to the provisions of this Agreement, or obligate the University to make any payments other than payments due to Contractor as outlined in this Agreement.

3.17 VENUE

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of Lee County, Florida.

3.18 CAPTIONS

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provisions contained herein.

3.19 ENTIRE AGREEMENT

This Agreement, which includes the Agreement Documents constitute the entire Agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties to this Agreement.

3.20 PUBLIC ENTITY CRIME

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a response to solicitation to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a contractor, supplier, subcontractor or consultant to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

3.21 LOBBYING

Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

3.22 DISCLAIMER

This Agreement is not binding upon the Board of Trustees, of FLORIDA GULF COAST UNIVERSITY until it has been signed by its President, or by a person with a specific delegation of authority to sign this Agreement.

3.23 NOTICES

All notices and all other matters pertaining to this Agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by Certified U.S. Mail return receipt required, and shall be deemed to have been duly given when received by the addressees at the following addresses.

If to University:

Maryan Egan
Director of Procurement Services
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

If to Contractor:

Travis Merrick
President – South Florida Division
Universal Engineering Sciences
201 Waldo Ave North
Lehigh Acres, Florida 33971

3.24 ATTORNEY FEES AND COSTS

Each Party hereto shall be solely responsible for paying its attorney fees and costs in any dispute, litigation, dispute resolution proceeding, appeal, settlement negotiation, or pre-litigation negotiation regarding or arising under this Agreement notwithstanding the outcome of same.

3.25 NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and notwithstanding any derivative benefit sought or obtained by any other third party, no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

3.26 TRADE SECRET RECORDS

The Parties agree that the University shall not disclose to any third party any information designated by the Contractor as a “trade secret” as that term is defined in Florida Statutes and section 812.081(1)(c) inasmuch as Florida Statutes section 815.045 deems such information to be confidential and exempt from public records disclosure. To the extent the Contractor wishes to assert a trade secret under this section it shall, prior to or contemporaneously with the delivery of the information to the University, clearly mark and designate such portions of documents or other records which it contends constitute a trade secret. In the event a request to inspect or copy such records is made by any person under the Florida Public Records Act, the University will make a determination whether the information marked as trade secrets meet the statutory definition. In so doing, the University will consult with the Contractor and its legal counsel to the extent the Contractor and its legal counsel allow for such consultation in a prompt manner so as to satisfy the Public Records Act’s requirement that records requests be responded to promptly. To the extent the parties cannot agree, the Contractor expressly reserves the right to file a request for a declaratory judgment on the question in the Circuit Court in and for Lee County, Florida, and to request temporary injunction and expedited hearing. This obligation shall survive the termination of this Agreement for two (2) years.

3.27 CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes section 287.135, the Contractor has certified that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operation in Cuba or Syria. Additionally, the Contractor has certified that the Contractor is not on the Scrutinized Companies Boycott Israel List and is not participating in a boycott of Israel. The University shall have the option to terminate this Agreement if the Contractor is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

3.28 RECEIPT

This Agreement must be signed by all parties and dated before service begins, or a letter of justification must accompany this Agreement. Contractor hereby certifies that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY or its Board of Trustees.

3.29 E-VERIFY

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration

Executed this ____ day of _____, 2022

GFA INTERNATIONAL, INC. dba
UNIVERSAL ENGINEERING SCIENCES

By: _____
[Signature]

[Printed Name and Title]

Executed this 16th day of Dec, ~~2022~~ 2021

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

By: Maryan Egan
[Signature]

Maryan Egan, Director Procurement Services
[Printed Name and Title]

DISCLAIMER

This Agreement is not binding upon the Board of Trustees of Florida Gulf Coast University until it has been signed by its President, or by a person with a specific delegation of authority to sign this Agreement.

Approved as to
Form and Legality

David Greenbaum
Associate General Counsel
Florida Gulf Coast University
Board of Trustees
12/16/21



TOPIC: Updates

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Dr. Michael Hageloh will provide updates on the following items:

- a. Appraisal for Edwards Road parcel for unsolicited bid
- b. Surplus property bids

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Michael Hageloh

DATE: 1/7/26

BOARD ACTION: None required

DATE: 1/27/26



TOPIC: Campus Safety Update

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Don Bergmann will provide a Campus Safety Update.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Don Bergmann

DATE: 1/7/26

BOARD ACTION: None required

DATE: 1/27/26
