



**District Board of Trustees
Facilities Committee Meeting
Indian River State College - Pruitt Campus
STEM Center Research Coast Auditorium, S108
500 NW California Blvd, Port St. Lucie, FL 34986**

May 19, 2026

AGENDA

1. Call to Order – *Trustee Schirard, Chair*
2. Request approval of the 2025-26 Collegewide Annual Fire Safety Inspection Reports – *Tony Quinn*
3. Request approval of Addendum #01 to the Architect Agreement with Spiegle Architectural Group – *Tony Quinn*
4. Request approval of the following Change Orders – *Tony Quinn*
 - a. Charles Perry Partners, Inc. Change Order #OC-002 – IRSC Blackburn Educational Building
 - b. Charles Perry Partners, Inc. Change Order #OC-003 – IRSC Blackburn Educational Building
 - c. Jacquin & Sons, Inc. Change Order #001 – Architects Project N 250003, IRSC Phase 3 Remodel Science Building “N”
5. Request approval of the following Independent Contractor Agreements – *Tony Quinn*
 - a. Care Security Systems
 - b. Carolina Carports
 - c. Michael Rapeer
 - d. Sign On, LLC
 - e. Weather King Portable Buildings
6. Adjourn



TOPIC: 2025-2026 Collegewide Annual Fire Safety Inspection Reports

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Capital Planning, Projects, and Facilities department is presenting the final reports of our Annual Fire Safety Inspections that occurred the week of April 13th. We are pleased to present no critical items were found, however, there were minor deficiencies noted and are working with contractors to ensure each item is resolved as quickly as possible.

We are requesting the Board to approve the 2025-2026 Annual Fire Safety Reports.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26



CAPITAL PLANNING, PROJECTS,
AND FACILITIES
772-462-7055

May 1, 2026

Okeechobee County Fire Rescue
Mr. Justin Hazellief
Public Safety Director/Fire Chief
707 NW 6th Street
Okeechobee, Florida 34972

**RE: Indian River State College, Okeechobee County Campus,
Annual Fire Safety Inspection**

Dear Fire Chief Hazellief,

We have completed our 2025-2026 annual fire safety inspections of our facilities in Indian River County and, pursuant to the State Requirements for Educational Facilities (SREF) regarding fire safety inspections; we are forwarding a copy of the report for your records. The inspection identified a limited number of deficiencies requiring corrective action. The College is actively working with qualified contractors to resolve each item in a timely manner. These reports will be on the May 2026 District Board of Trustees Agenda for approval.

Should you have any comments or questions, please feel free to contact me at your convenience. I can be reached by phone at 772.462.7055, on my mobile phone at 772.812.2814, or by e-mail at rummo@irsc.edu.

Sincerely,

Indian River State College

A handwritten signature in blue ink that reads "Nichole Rummo".

Nichole Rummo
Project Manager- Facilities Operations

Enclosure: IRSC Dixon Hendry Campus FS Report

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: Okeechobee County # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Dixon-Hendry Campus # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 2
ADDRESS: 2229 NW 9th Ave., Okeechobee, FL 34972

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian E. Webber (Municipal Fire Inspector) April 16, 2026
INSPECTION DATE
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER
SIGNATURE DATE 4/20/2026 FIRE INSPECTOR CERTIFICATION NUMBER 126010
FIRE INSPECTOR CERTIFICATION NUMBER

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-605 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): X YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED
AVE Accepted Planning Projects, Facilities
FACILITY ADMINISTRATOR TITLE

[Signature]
FACILITY ADMINISTRATOR SIGNATURE
4/29/26
SIGNATURE DATE



Indian River
State College

**CAPITAL PLANNING, PROJECTS,
AND FACILITIES**
772-462-7055

May 1, 2026

Martin County Fire Rescue
Mr. Chad Ciacciulli, Fire Chief
800 SE Monterey Road
Stuart, Florida 34994

**RE: Indian River State College, Martin County Campus,
Annual Fire Safety Inspection**

Dear Fire Chief Ciacciulli:

We have completed our 2025-2026 annual fire safety inspections of our facilities in Indian River County and, pursuant to the State Requirements for Educational Facilities (SREF) regarding fire safety inspections; we are forwarding a copy of the report for your records. The inspection identified a limited number of deficiencies requiring corrective action. The College is actively working with qualified contractors to resolve each item in a timely manner. These reports will be on the May 2026 District Board of Trustees Agenda for approval.

Should you have any comments or questions, please feel free to contact me at your convenience. I can be reached by phone at 772.462.7055, on my mobile phone at 772.812.2814, or by e-mail at nrummo@irsc.edu.

Sincerely,

Indian River State College

Nichole Rummo
Project Manager- Facilities Operations

Enclosure: IRSC Chastrain Campus FS Report
IRSC Off-Campus Sites FS Report
Indiantown Charter High School Report

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: Marlin County
SCHOOL / FACILITY: Chastain Center
ADDRESS: 2400 SE Salerno Road, Stuart, FL 34997

OF SERIOUS FIRE SAFETY VIOLATIONS 0
OF NON-SERIOUS FIRE SAFETY VIOLATIONS 1

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) _____ Brian E. Webber (Municipal Fire Inspector) April 15, 2026
COLLEGE FIRE SAFETY INSPECTOR NAME PRINTED _____
INSPECTION DATE

FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) _____ Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER

SIGNATURE DATE 4/20/2026 FIRE INSPECTOR CERTIFICATION NUMBER 133209
COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE _____
FIRE INSPECTOR CERTIFICATION NUMBER _____

LOCATION:

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavilion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn

FACILITY ADMINISTRATOR NAME PRINTED

FACILITY ADMINISTRATOR TITLE APP of Capital Planning Projects, Facilities

FACILITY ADMINISTRATOR SIGNATURE

SIGNATURE DATE 4/24/26

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

SCHOOL DISTRICT: Martin County / Indian River State College # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Indiantown High School
ADDRESS: 19000 Southwest Citrus Blvd., Indiantown, FL 34956 # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 1

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian E. Webber (Municipal Fire Safety Inspector) April 15, 2026
SCHOOL BOARD FIRE SAFETY INSPECTOR NAME PRINTED _____ INSPECTION DATE _____
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER _____
SIGNATURE DATE 4/20/2026 FIRE INSPECTOR CERTIFICATION NUMBER 126010
FIRE INSPECTOR CERTIFICATION NUMBER _____

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are usually affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Kindergarten playground, Main playground, pavilion, athletic field, etc.

FIRE DRILLS
Monthly Fire Drills Completed at Date of Inspection: YES NO

Indiantown High School has met the requirements of F.S.S. 1013.12(2)(c): YES NO & 1013.12(3)(b): YES NO

THE UNDERSIGNED FURTHER ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES

Tom Quinn
FACILITY ADMINISTRATOR NAME PRINTED
AVP Capital Planning Projects and Facilities
FACILITY ADMINISTRATOR TITLE
[Signature]
FACILITY ADMINISTRATOR SIGNATURE
4/14/26
SIGNATURE DATE



Indian River
State College

**CAPITAL PLANNING, PROJECTS,
AND FACILITIES**
772-462-7055

May 1, 2026

Indian River County Fire Division
Mr. Joseph "Dave" Johnson, Fire Chief
1800 27th Street, Building A
Vero Beach, Florida 32960

**RE: Indian River State College, Indian River County Campus,
Annual Fire Safety Inspection**

Dear Fire Chief Johnson:

We have completed our 2025-2026 annual fire safety inspections of our facilities in Indian River County and, pursuant to the State Requirements for Educational Facilities (SREF) regarding fire safety inspections; we are forwarding a copy of the report for your records. The inspection identified a limited number of deficiencies requiring corrective action. The College is actively working with qualified contractors to resolve each item in a timely manner. These reports will be on the May 2026 District Board of Trustees Agenda for approval.

Should you have any comments or questions, please feel free to contact me at your convenience. I can be reached by phone at 772.462.7055, on my mobile phone at 772.812.2814, or by e-mail at nrummo@irsc.edu.

Sincerely,

Indian River State College

Nichole Rummo
Project Manager- Facilities Operations

Enclosure: IRSC Mueller Campus FS Report

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County
SCHOOL / FACILITY: Mueller Campus
ADDRESS: 6155 College Lane, Vero Beach, FL 32966

OF SERIOUS FIRE SAFETY VIOLATIONS 0
OF NON-SERIOUS FIRE SAFETY VIOLATIONS 2

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) _____
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) _____
FIRE INSPECTOR CERTIFICATION NUMBER _____
FIRE INSPECTOR SIGNATURE / DATE _____
FIRE INSPECTOR CERTIFICATION NUMBER _____

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-605 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tom Quinn
FACILITY ADMINISTRATOR NAME PRINTED _____
FACILITY ADMINISTRATOR TITLE AVP Capital Planning, Projects, & Facilities

[Signature]
FACILITY ADMINISTRATOR SIGNATURE _____
SIGNATURE DATE 4/24/26



Indian River
State College

**CAPITAL PLANNING, PROJECTS,
AND FACILITIES**
772-462-7055

May 1, 2026

St. Lucie County Fire District
Mr. Jeff Lee, Fire Chief
5160 NW Milner Road
Port St. Lucie, FL 34983

**RE: Indian River State College, St. Lucie County Campuses,
Annual Fire Safety Inspection**

Dear Fire Chief Lee:

We have completed our 2025-2026 annual fire safety inspections of our facilities in Indian River County and, pursuant to the State Requirements for Educational Facilities (SREF) regarding fire safety inspections; we are forwarding a copy of the report for your records. The inspection identified a limited number of deficiencies requiring corrective action. The College is actively working with qualified contractors to resolve each item in a timely manner. These reports will be on the May 2026 District Board of Trustees Agenda for approval.

Should you have any comments or questions, please feel free to contact me at your convenience. I can be reached by phone at 772.462.7055, on my mobile phone at 772.812.2814, or by e-mail at nrummo@irsc.edu.

Sincerely,

Indian River State College

Nichole Rummo
Project Manager- Facilities Operations

Enclosure:

- IRSC Ft. Pierce Main Campus FS Report
- IRSC HDRC – Blackburn Ed Building FS Report
- IRSC Marine Science Center FS Report
- IRSC PSL Center FS Report
- IRSC St. Lucie West Center FS Report
- IRSC Treasure Coast Public Safety Complex FS Report
- IRSC Indian River Academy

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Fort Pierce Campus # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 100
ADDRESS: 3209 Virginia Ave, Fort Pierce, FL 34981

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian Webber (Municipal Fire Safety Inspector) April 13, 2026
COLLEGE FIRE SAFETY INSPECTOR NAME PRINTED
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER
SIGNATURE DATE 4/20/2026 FIRE INSPECTOR CERTIFICATION NUMBER 126010
FIRE INSPECTOR CERTIFICATION NUMBER COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED
AVP Capital Planning, Budgets and Facilities
FACILITY ADMINISTRATOR TITLE


FACILITY ADMINISTRATOR SIGNATURE
4/24/26
SIGNATURE DATE

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Ft. Pierce Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
		Location, Deficiency Description					
FFPC 1, 14.3.3	BW	A215: Remove storage from stairwell		0	6-1-26		1
	BW	B Bldg.: No deficiencies noted					2
FFPC 1, 13.3.3.3	BW	C100J: Ceiling tile missing (sprinklered room)		0	6-1-26		3
FFPC 1, 4.5.8.1	BW	C123: Hallway by this office - emergency light out		0	6-1-26		4
NFPA 75, 9.3.1	BW	C135, IT: Change ABC fire extinguisher to clean agent extinguisher		0	6-1-26		5
FFPC 1, 13.3.3.3	BW	C213: Ceiling tiles out of place - sprinklered space		0	6-1-26		6
	BW	E Bldg.: No deficiencies noted					7
	BW	F Bldg.: No deficiencies noted					8
FFPC 1, 14.3.3	BW	FSU100A: Remove storage in stairwell		0	6-1-26		9
FFPC 1, 12.4.2.3.3.1	BW	FSU: Remove gurney in hallway by room 126 exit egress pathway blocked		0	6-1-26		10
FFPC 1, 4.5.8.1	BW	FSU Hallway by 106: Exit light is out		0	6-1-26		11
FFPC 1, 4.5.8.1	BW	FSU122: Sprinkler riser yellow tagged and no "sprinkler riser" sign on door		0	6-1-26		12
FFPC 1, 12.4.2.3.3.3	BW	Gym, West End Storage Room: Rated doors propped open		0	6-1-26		13
FFPC 1, 14.3.3	BW	G100A: Remove storage from stairwell		0	6-1-26		14
FFPC 1, 14.3.3	BW	G100B: Remove storage from stairwell		0	6-1-26		15
FFPC 1, 11.1.8	BW	G105A: Mechanical room: Close Cover on high voltage equipment		0	6-1-26		16
FFPC 1, 11.5.11.1	BW	G114: Laundry: Lint trap needs to be emptied after every use		0	6-1-26		17
FFPC 1, 12.4.2.3.3.1	BW	G115A: Hallway by this room : Marked exit blocked by furniture		0	6-1-26		18
FFPC 1, 11.1.8	BW	G120B - Restroom - Coverplates for Light and single receptacle missing		0	6-1-26		19
	BW	H-J: FDC, West Side - Provide signage as to which building this FDC supplies.					20
	BW	H Bldg.: Provide FDC sign on exterior by Riser room					21
FFPC 1, 4.5.8.1	BW	H Bldg.: Stairwell : Yellow tagged sprinkler riser and no wrench in spare head box		0	6-1-26		22
NFPA 25, 5.2.1.1.5	BW	H106:Comm Room: Escutcheon plate loose on sprinkler head		0	6-1-26		23
FFPC 1, 4.5.8.1	BW	H107: Emergency light needs repair		0	6-1-26		24
FFPC 1, 4.5.8.1	BW	H107: Hallway : Fire alarm magnet loose on wall		0	6-1-26		25
FFPC 1, 13.3.3.3	BW	H109G: Ceiling tiles out of place - sprinklered space		0	6-1-26		26
FFPC 1, 4.5.8.1	BW	H109G: Fire alarm in trouble condition		0	6-1-26		27
FFPC 1, 4.5.8.1	BW	H109N, Womens Restroom: Emergency light out		0	6-1-26		28
FFPC 1, 4.5.8.1	BW	H110: Hallway outside this room: Emergency light dim		0	6-1-26		29
FFPC 1, 13.3.3.3	BW	H112: Ceiling tile out of place - sprinklered space		0	6-1-26		30

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Ft. Pierce Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
		Location, Deficiency Description					
FFPC 1, 4.5.8.1	BW	H114:	Emergency light out	0	6-1-26		31
FFPC 1, 4.5.8.1	BW	H116:	Emergency light dim	0	6-1-26		32
FFPC 1, 4.5.8.1	BW	H118:	Marked exit door hard to open	0	6-1-26		33
FFPC 1, 4.5.8.1	BW	H118F:	Emergency light x 2 need repair or replace	0	6-1-26		34
FFPC 1, 4.5.8.1	BW	H205, H207B, H302, H303:	Emergency light out	0	6-1-26		35
FFPC 1, 4.5.8.1	BW	H222:	East emergency light out	0	6-1-26		36
FFPC 1, 4.5.8.1	BW	H222:	SE exit door - exit sign out	0	6-1-26		37
FFPC 1, 4.5.8.1	BW	H229:	Exit sign out	0	6-1-26		38
FFPC 1, 13.6.3.1, 3.1	BW	H231:	Fire extinguisher obstructed	0	6-1-26		39
FFPC 1, 4.5.8.1	BW	H248:	Outside door to office - Emergency light out	0	6-1-26		40
FFPC 1, 12.3.3.1	BW	H319:	Floor conduit penetration to be sealed	0	6-1-26		41
	BW	I Bldg:	Medical Examiner building maintained and Inspected by the County				42
	BW	J Bldg:	No deficiencies noted				43
FFPC 1, 13.3.3.3	BW	KSU Bldg:	Okeechobee Room - Ceiling tiles out of place in back storage room - Sprinklered space	0	6-1-26		44
FFPC 1, 13.7.4.3.7	BW	L126B, Systems Room :	Ceiling tile out of place - detected space	0	6-1-26		45
	BW	M Bldg:	No deficiencies noted				46
NFPA 13, 9.1.1(1)	BW	N-Planetarium Gift Shop:	Sprinkler not located. Also, unable to verify sprinkler location in outermost perimeter of Planetarium storage.	0	6-1-26		47
FFPC 1, 13.3.3.3	BW	O100 -	Ceiling tile out of place -sprinklered space	0	6-1-26		48
FFPC 1, 4.5.8.1	BW	O100/100-1 -	Center area. Rated doors need adjustment to latch and gap between to wide	0	6-1-26		49
FFPC 1, 4.5.8.1	BW	O100-2:	Rated door dogged down - must latch when fire alarm activated	0	6-1-26		50
FFPC 1, 11.1.8	BW	O101:	Blank cover missing on ceiling of panel by door to room - Sprinklered space	0	6-1-26		51
FFPC 1, 11.1.8	BW	O107A:	J-box cover missing at ceiling	0	6-1-26		52
FFPC 1, 34.11.3.2	BW	O114, Welding Yard:	Wood pallets inside and outside yard to be stored in an orderly manner and minium 20 ft. from other storage	0	6-1-26		53
FFPC 1, 11.1.8	BW	O114C:	J-box cover missing at sprinkler riser	0	6-1-26		54
FFPC 1, 11.1.8	BW	P Bldg :	P211 - Replace missing junction box cover	0	6-1-26		55
	BW	P-1:	Diving Pool - No deficiencies noted				56
	BW	P-2:	Swimming Pool - No deficiencies noted				57
FFPC 1, 4.5.8.1	BW	Q Bldg :	Q137 - Emergency light battery box needs repair - all associated heads are dead	0	6-1-26		58
FFPC 1, 4.5.8.1	BW	R106:	Rated doors in hallway by this room need adjustment to close and latch	0	6-1-26		59
FFPC 1, 13.7.4.3.7	BW	R115:	Dance Studio - Ceiling tiles out of place - detected space	0	6-1-26		60

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Ft. Pierce Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
		Location, Deficiency Description					
	BW	S Bldg.:	No deficiencies noted				61
FFPC 1, 13.3.3.3	BW	T Bldg.:	Scene Shop: Ceiling tiles out of place - sprinklered space	0	6-1-26		62
FFPC 1, 12.4.2.3.3.3	BW	T Bldg.:	Stages: Rated fire door between stage and scene shop blocked open - remove item and repair door as necessary	2	6-1-26		63
FFPC 1, 13.3.3.3	BW	T109:	Ceiling tile out of place - sprinklered space	0	6-1-26		64
FFPC 1, 4.5.8.1	BW	T114:	Fire alarm in trouble condition	2	6-1-26		65
FFPC 1, 4.5.8.1	BW	T114:	Fire pump red tagged	1	6-1-26		66
	BW	U Bldg.:	No deficiencies noted				67
FFPC 1, 12.4.2.3.3.3	BW	V109A:	Custodial Room: Rated door propped open	0	6-1-26		68
FFPC 1, 12.4.2.3.3.3	BW	V112:	Safe: Rated door propped open - Recommend installing fire alarm magnet	0	6-1-26		69
FFPC 1, 4.5.8.1	BW	V115A:	Sprinkler riser annual overdue, no Calc plate, No FDC Sign	0	6-1-26		70
	BW	V120:	Orange extension cord in use - change to longer corded powerstrip	0	6-1-26		71
FFPC 1, 12.4.2.3.3.1	BW	V125:	Cough blocking access to marked exit door	0	6-1-26		72
FFPC 1, 12.7.8.2.1	BW	V125:	Fire caulk pipe in floor in Comm Room	0	6-1-26		73
FFPC 1, 4.5.8.1	BW	V309B:	Emergency light out in corridor	0	6-1-26		74
FFPC 1, 13.3.3.3	BW	V316:	Exit sign out in corridor	0	6-1-26		75
FFPC 1, 13.3.3.3	BW	V328:	Ceiling tiles out of place - sprinklered space	0	6-1-26		76
NFPA 75, 9.3.1	BW	V333:	Install clean agent extinguisher for IT room (CO2 or Halotron)	0	6-1-26		78
FFPC 1, 13.7.4.1.4	BW	V442B:	Smoke detector cover hanging	0	6-1-26		79
FFPC 1, 4.5.8.1	BW	W Bldg.:	W119 - Sprinkler riser yellow tagged	0	6-1-26		80
FFPC 1, 14.3.3	BW	W102:	Remove storage from stairwell	0	6-1-26		81
FFPC 1, 12.4.2.3.3.1	BW	W103:	Door next to gate is a marked exit - move all furniture blocking door on outside of this area	0	6-1-26		82
FFPC 1, 11.1.5.1	BW	W103C:	Office: Extension cord in use to powerstrip	0	6-1-26		83
FFPC 1, 11.1.5.1	BW	W104D:	Office: Brown two wire cord plugged in to six outlet adapter	0	6-1-26		84
FFPC 1, 4.5.8.1	BW	W119:	Fire alarm in trouble condition	0	6-1-26		85
	BW	X-1:	Power Plant Cooling: No deficiencies noted				86
	BW	X-2:	Machine Repair shop - No deficiencies noted				87
	BW	X-5:	Cooling Towers - No deficiencies noted				88
FFPC 1, 6.3.3.1.9.5	BW	X-6:	Cooling Tower N: Cylinders need to be chained to wall or cart	0	6-1-26		89
NFPA 70, Art. 110.26	BW	X-6:	Cooling Tower N: Move cylinders away from electrical panels - Requires 36" clearance	0	6-1-26		90

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Ft. Pierce Campus	Location, Deficiency Description	Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
	BW		X-7: Timing Tower: No deficiencies noted				91
	BW		X-9: H Building Chiller Plant: No deficiencies noted				92
	BW		X-11: Driving Range Restroom: No deficiencies noted				93
FFPC 1, 4.5.8.1	BW		X-12: Storage/Baiting cage: 101 - Fire alarm annual inspection out of date since February 2025	0	6-1-26		94
FFPC 1, 12.4.2.3.3.1	BW		X-13: Baseball/Softball 112 : Remove furniture blocking access to marked exit path and door	0	6-1-26		95
FFPC 1, 13.6.3.1.3.1	BW		X-13: Baseball/Softball 112 : Remove flag blocking access to Fire extinguisher	0	6-1-26		96
FFPC 1, 13.6.3.1.3.1	BW		X-13: Baseball/Softball 122: Remove couch blocking access to fire extinguisher	0	6-1-26		97
FFPC 1, 13.7.4.3.7	BW		X-13: Baseball/Softball 127: Close hatch in ceiling	0	6-1-26		98
FFPC 1, 4.5.8.1	BW		X-13: Baseball/softball complex 102: Fire alarm annual inspection overdue - Due March 2026	0	6-1-26		99
	BW		X-14: Physical Plant Office: No deficiencies noted				100
	BW		X-15 & X-16: Residences - No Entry				101
	BW		X-17: Gazebo North: No deficiencies noted				102
	BW		X-18: Pavilion: No deficiencies noted				103
	BW		X-19: Gazebo: No deficiencies noted				104
FFPC 1, 13.6.3.1.3.2	BW		X-20: Maintenance - Carpenter shop - provide 5 lb ABC fire extinguisher to fenced area	0	6-1-26		105
FFPC 1, 4.5.8.1	BW		X-20: Maintenance - Check all emergency lights to verify working condition	0	6-1-26		106
FFPC 1, 13.7.1.7.7	BW		Y114C: Fire alarm pull station blocked	0	6-1-26		107
FAC 69A-46.041(2)	BW		Y114C: Sprinkler riser has no annual inspection tag and only quarterly for Sept 2025	0	6-1-26		108
FFPC 1, 4.5.8.1	BW		Y114SA: Furne hood inspection overdue and hood is in alarm	0	6-1-26		109
	BW		Y Bldg.: Install signage at FDC to indicate what building it serves				110
FFPC 1, 4.5.8.1	BW		Y206, Y207, Y306, Y307: Emergency light out	0	6-1-26		111
FFPC 1, 4.5.8.1	BW		Y220: Rated door not latching	0	6-1-26		112
FFPC 1, 11.1.8	BW		Y229: Open hbox above door	0	6-1-26		113
	BW		Y304: Note - Discuss hoistplate use. Currently located directly below wall cabinet				114
FFPC 1, 11.1.4.2	BW		Y308: Power strips linked together	0	6-1-26		115
FFPC 1, 4.5.8.1	BW		Y300B: Rated stair door not latching	0	6-1-26		116
	BW		Z Bldg.: No deficiencies noted	0	6-1-26		117
FFPC 1, 4.5.8.1	BW		River Hammocks Housing - Fire alarms in trouble bldg. 1 & Bldg 6	0	6-1-26		118
FFPC 1, 4.5.8.1	BW		River Hammocks Housing: Yellow tagged risers in bldg. 1, 3, 5 & 6	0	6-1-26		119
FFPC 1, 4.5.8.1	BW		River Hammocks Housing: Bldg 6 Emergency light missing from base between apis C & D	0	6-1-26		120

	BW	C200: Storage Portable - No deficiencies noted				
	BW	EN Bldg: No deficiencies noted				
NFPA 72, 14.3 & 14.4	BW	ES Bldg: Building not occupied - used for storage - Fire alarm annual inspection out of date	0		6-1-25	
FFPC 1, 4.5.8.1	BW	River Hammocks Housing Bldgs 1-6: sprinkler risers with yellow or red tags - bldgs 3&6 (RED), Bldg 5(YELLOW)	1		6-1-25	
FFPC 1, 4.5.8.1	BW	River Hammocks Housing Bldgs 1-6: Fire alarms in trouble in bldgs 3, 4 & 6	0		6-1-25	
	BW	X-14: Physical Plant Office: No deficiencies noted				
	BW	X-15 & X-16: Residences - No Entry				
	BW	X-17: Gazebo North: No deficiencies noted				
	BW	X-18: Pavilion - No deficiencies noted				
	BW	X-19: Gazebo: No deficiencies noted				
	BW	X-2: Machine Repair shop - No deficiencies noted				
FFPC 1, 4.5.8.1	BW	X-20: Maintenance Complex: Sprinkler riser red tagged	1		6-1-25	
	BW	X-5: Cooling Towers - No deficiencies noted				
	BW	X-6: Cooling Tower N: No deficiencies noted				
	BW	X-7: Timing Tower: No deficiencies noted				
	BW	X-9: J Building Chiller Plant: No deficiencies noted				
	Y Bldg:	No deficiencies noted				
	Z Bldg:	Racquetball courts - No deficiencies noted				

CODE NUMBER SREF Ch. 5	Insp. Initials	SREF 2025/2026 Casualty/Sanitation Deficiencies - Indian River State College - Ft. Pierce Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line Number
		Location, Deficiency Description					
5(8)(e)	BW	B-214: Escape window fell out due to corroded hinges. Check all escape windows		0	6-1-26		1
5(16)(b)(1)	BW	C106: Leaking faucet		0	6-1-26		2
5(1)(e)8I	BW	C107: Exhaust fan grill to be cleaned		0	6-1-26		3
5(1)(e)8I	BW	EN-Main Corridor: Wet ceiling tile		0	6-1-26		4
5(16)(b)(1)	BW	FSU126 , Restroom: Sewer gas odor present		0	6-1-26		5
ANSI Z358.1	BW	FSU213: Flush eyewash weekly and maintain log		0	6-1-26		6
5(16)(b)(1)	BW	H103 – Mens Restroom – Faucet loose at sink in ADA stall		0	6-1-26		7
5(16)(b)(1)	BW	H103: Mens Restroom – Faucet loose at sink in ADA stall		0	6-1-26		8
5(1)(e)8I	BW	H220 Stieroom to Reception Desk, H-222: Active ceiling leaks		0	6-1-26		9
5(11)(e)	BW	H246, Office: Two wire residential extension cord in use to heater - remove from use		0	6-1-26		10
5(17)(a)2	BW	O110H: Light out		0	6-1-26		11
5(10)(0)2a	BW	O112, O113E: Damaged room signage		0	6-1-26		12
5(13)(q)5	BW	O113: Permanent mounted machinery to be marked off with floor warning striping		0	6-1-26		13
5(17)(b)	BW	O113: Power kill switch obstructed next to "Syfrett Feed Company" door		0	6-1-26		14
5(13)(q)9	BW	O113: PPE hazard signage to be posted, i.e., eye protection		0	6-1-26		15
5(17)(a)2	BW	O-Flammable Storage, West Side: One light out. Fixtures do not appear to be listed for explosion proof location - verify		0	6-1-26		16
5(8)(a)	BW	O Bldg., Exterior Restroom: Latch on door missing screw and is loose		0	6-1-26		17
5(16)(b)(1)	BW	R126: Mens Restroom - Faucet loose at sink		0	6-1-26		18
5(2)(a)5	BW	Sidewalk running through center of parking lot of V Building – Trim trees overhanging walkway		0	6-1-26		19
5(2)(a)5	BW	Trim trees over driveways of parking lots of Y & V Buildings		0	6-1-26		20
5(1)(e)8I	BW	V112B: Replace stained ceiling tile in room		0	6-1-26		21
5(17)(b)	BW	V113: Exterior : Weatherproof outlet cover broken – replace		0	6-1-26		22
5(17)(b)	BW	V115: Broken electrical conduit just outside door		0	6-1-26		23
5(17)(b)	BW	V119: Electrical outlet box falling off of wall		0	6-1-26		24
5(16)(a)2	BW	V308A: Outside air duct split open		0	6-1-26		25
5(3)(c)	BW	V-Bldg., South Entrance: Trip hazard at brick/concrete juncture		0	6-1-26		26
5(1)(e)8I	BW	V-South Stairwell, 3rd floor: Heavy mold on ceiling tile. Stairwell reeks of mold odor.		0	6-1-26		27
5(1)(e)8I	BW	X13: Baseball/Softball - 112 - Floors need cleaning, dirt and debris throughout lockerroom		0	6-1-26		28
5(16)(b)(1)	BW	X13: Baseball/Softball - 105 Mens Restroom - ADA stall - faucet with no water flow		0	6-1-26		29
5(16)(b)(1)	BW	X13: Baseball/Softball - 112 - ADA stall in restroom area - faucet with no water flow		0	6-1-26		30

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Human Development Resource Center # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0
ADDRESS: 3002 Avenue D, Fort Pierce, FL 34947

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian E. Webber (Municipal Fire Inspector) April 13, 2026
COLLEGE FIRE SAFETY INSPECTOR NAME PRINTED _____ INSPECTION DATE _____
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADV. # _____ SS & PHONE NUMBER _____
SIGNATURE DATE 4/20/2026 COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE _____ FIRE INSPECTOR CERTIFICATION NUMBER 126010

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED
AMP Capital Planning, Projects, & Facilities
FACILITY ADMINISTRATOR TITLE


FACILITY ADMINISTRATOR SIGNATURE
4/24/26
SIGNATURE DATE

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County
SCHOOL / FACILITY: Marine Science Center
ADDRESS: 1420 Seaway Dr, Fort Pierce, FL 34949

OF SERIOUS FIRE SAFETY VIOLATIONS 0
OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) _____ Brian E. Webber (Municipal Fire Inspector) April 13, 2026
COLLEGE FIRE SAFETY INSPECTOR NAME PRINTED _____
INSPECTION DATE

FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) _____
Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER

SIGNATURE DATE _____ 4/20/2026 _____ 126010
FIRE INSPECTOR CERTIFICATION NUMBER
COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE _____
FIRE INSPECTOR CERTIFICATION NUMBER _____

LOCATION:


Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavilion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED
ADP Capital Planning, Projects, & Facilities
FACILITY ADMINISTRATOR TITLE


FACILITY ADMINISTRATOR SIGNATURE
4/24/26
SIGNATURE DATE

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Prima Vista Adult Education Center # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0
ADDRESS: 200 SW Prima Vista Blvd, Port St. Lucie, FL 34952

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian E. Webber (Municipal Fire Inspector) April 16, 2026
COLLEGE BOARD FIRE SAFETY INSPECTOR NAME PRINTED _____ INSPECTION DATE _____
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADDRESS & PHONE NUMBER _____
SIGNATURE DATE 4/20/2026 FIRE INSPECTOR CERTIFICATION NUMBER 126010
COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE _____ FIRE INSPECTOR CERTIFICATION NUMBER _____

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavilion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED _____
AVP Capital Planning, Projects & Facilities
FACILITY ADMINISTRATOR TITLE _____


FACILITY ADMINISTRATOR SIGNATURE _____
4/24/26
SIGNATURE DATE _____

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025-2026

College Facility: Indian River State College Fire District: St. Lucie County # OF SERIOUS FIRE SAFETY VIOLATIONS 0
SCHOOL / FACILITY: Fruit Campus # OF NON-SERIOUS FIRE SAFETY VIOLATIONS 42
ADDRESS: 500 NW California Blvd, Port St. Lucie, FL 34986

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) Brian E. Webber (Municipal Fire Inspector) April 16, 2026
COLLEGE BOARD FIRE SAFETY INSPECTOR NAME PRINTED
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTOR ADR #, SS & PHONE NUMBER
SIGNATURE DATE 4/20/2026 COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE
FIRE INSPECTOR CERTIFICATION NUMBER 126010 FIRE INSPECTOR CERTIFICATION NUMBER

LOCATION:
Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tony Quinn
FACILITY ADMINISTRATOR NAME PRINTED
ARP Capital Planning Projects & Facilities
FACILITY ADMINISTRATOR TITLE

[Signature]
FACILITY ADMINISTRATOR SIGNATURE
4/16/26
SIGNATURE DATE

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Pruitt Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
		Location, Deficiency Description					
FFPC 1, 4.5.8.1	BW	A134 - Fire alarm in trouble condition		1	6-1-26		1
	BW	B Bldg.: No deficiencies noted					2
	BW	C Bldg.: Building gutted, under renovation					3
NFPA 10, 7.3.1.1	BW	D104A - Systems - Fire extinguisher out of date since 2021		0	6-1-26		4
FFPC 1, 11.1.8	BW	D107: Floor outlets missing caps		0	6-1-26		5
FFPC 1, 4.5.8.1	BW	D108: Marked exit door hard to open		0	6-1-26		6
FFPC 1, 4.5.8.1	BW	E Bldg.:100B - Sprinkler Riser Room - Yellow tagged riser		0	6-1-26		7
FFPC 1, 4.5.8.1	BW	E100E: Fire alarm in trouble condition		0	6-1-26		8
FFPC 1, 4.5.8.1	BW	E114: Auditorium - Marked exit doors hard to open x 2 doors		0	6-1-26		9
NFPA 10, 7.3.1.1	BW	E200D: Systems - Fire extinguisher out of date since 2014		0	6-1-26		10
FFPC 1, 12.4.2.3.3.3	BW	E207A: Storage too close to sprinkler heads - 18" minimum clearance required - remove items on top shelf		0	6-1-26		11
FFPC 1, 4.5.8.1	BW	F Bldg.: F137 Mechanical Room - Sprinkler riser yellow tagged		0	6-1-26		12
FFPC 1, 13.3.3.3	BW	F105: Custodial - Ceiling tile out of place - sprinklered space		0	6-1-26		13
FFPC 1, 13.3.3.3	BW	F142: Systems - Ceiling tiles stained/ missing - sprinklered space		0	6-1-26		14
FFPC 1, 13.3.3.3	BW	F207: Janitor - Ceiling tile out of place - sprinklered space		0	6-1-26		15
FFPC 1, 13.3.3.3	BW	F210A: Systems - Ceiling tiles out of place - sprinklered space		0	6-1-26		16
NFPA 10, 7.3.1.1	BW	F232: Fire extinguisher certification out of date		0	6-1-26		17
FFPC 1, 4.5.8.1	BW	G Bldg.: Fire alarm in trouble condition		2	6-1-26		18
FFPC 1, 4.5.8.1	BW	G Bldg.: G197C - Sprinkler riser yellow tagged		0	6-1-26		19
FFPC 1, 11.1.8	BW	G241: Mechanical Room - Light switch missing cover		0	6-1-26		20
FFPC 1, 10.19.5.1	BW	G240: Electrical Room - Remove storage		0	6-1-26		21
NFPA 25, 5.2.1.1.5	BW	G103: Escutcheon plate missing on sprinkler head		0	6-1-26		22
FFPC 1, 11.1.8	BW	G116: Open junction box on wall on exterior by this room		0	6-1-26		23
FFPC 1, 4.5.8.1	BW	J Bldg.: 101A - Sprinkler Riser Room - Yellow tagged riser		0	6-1-26		24
FFPC 1, 12.4.2.3.3.3	BW	J116: Lounge - Rated door propped open - Recommend installing fire alarm magnet		1	6-1-26		25
NFPA 10, 7.3.1.1	BW	J302B: Systems Room - Fire extinguisher out of date since 2024		0	6-1-26		26
FFPC 1, 11.1.5.1	BW	J328: Extension cord to powerstrip in use at first desk		0	6-1-26		27
FFPC 1, 4.5.8.1	BW	J100B: Electrical Room - Repair hole in drywall ceiling - Sprinklered/detected space		0	6-1-26		28
NFPA 10, 7.3.1.1	BW	J101B: Fire extinguisher out of date		0	6-1-26		29
FFPC 1, 4.5.8.1	BW	L Bldg.: Sprinkler riser yellow tagged in NE Stairwell		0	6-1-26		30

CODE NUMBER	Insp. Initials	SREF 2025/2026 Fire Safety Deficiencies - Indian River State College - Pruitt Campus		Prior Times Cited	Deficiency Corrected By	Date Deficiency Corrected	Line No.
		Location,	Deficiency Description				
NFPA 10, 7.3.1.1	BW	L134:	Fire extinguisher out of date	0	6-1-26		31
FFPC 1, 14.3.3	BW	L207:	Remove storage from stairwell	0	6-1-26		32
FFPC 1, 4.5.8.1	BW	STEM Bldg.:	128 - Sprinkler riser yellow tagged	1	6-1-26		33
FFPC 1, 14.3.3	BW	STEM Bldg.:	100G - Stair 3 - Remove storage from stair tower	1	6-1-26		34
NFPA 10, 7.3.1.1	BW	STEM121:	Fire extinguisher out of date and needs to be hung on wall	0	6-1-26		35
FFPC 1, 12.4.2.3.3.1	BW	STEM121:	Marked exit blocked by furniture and materials	0	6-1-26		36
FFPC 1, 12.4.2.3.3.1	BW	STEM 121:	Exterior of room - Golf cart blocking exit door from fully opening and egress path	0	6-1-26		37
FFPC 1, 12.4.2.3.3.1	BW	STEM121:	Exterior of room - Marked exit door to exterior blocked by electronics	0	6-1-26		38
NFPA 10, 7.3.1.1	BW	STEM119:	Fire extinguisher out of date	0	6-1-26		39
FFPC 1, 14.3.3	BW	STEM108:	All exit doors need adjustment - hard to open	0	6-1-26		40
FFPC 1, 14.3.3	BW	STEM100G:	Remove storage from stairwell	0	6-1-26		41
NFPA 10, 7.3.1.1	BW	STEM210:	Fire extinguisher out of date	0	6-1-26		42
FFPC 1, 63.3.1.9.5	BW	STEM315:	Classroom - Cylinders need to be chained to wall or cart	0	6-1-26		43
FFPC 1, 4.5.8.1	BW	SL Bldg.:	Building not in use - Fire alarm panel has no annual inspection sticker or report and no power to fire alarm panel	1	6-1-25		44
	BW	Maintenance Bldg.:	No deficiencies noted				45
	BW	Chiller Bldg.:	No deficiencies noted				46
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NOTE: Provide "Sprinkler Riser" signage to G197C, F137, J101, E100B, STEM 128, L Stairwell exterior door and riser room in stairwell for easy identification by emergency services

NOTE: Provide "FACP" signage to rooms where fire alarm panel located in D119, A134, F109A, G110 for easy identification by emergency services

NOTE: Provide systems keys for all campus for fire extinguisher contractor and during inspection process.

ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT
STATE BOARD OF EDUCATION
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58
FISCAL YEAR 2025 - 2026

College Facility: Indian River State College Fire District: St. Lucie County
SCHOOL / FACILITY: Treasure Coast Public Safety Training Complex
ADDRESS: 4600 Kirby Loop Road, Fort Pierce, FL 34981

OF SERIOUS FIRE SAFETY VIOLATIONS 0
OF NON-SERIOUS FIRE SAFETY VIOLATIONS 1

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION) _____ Brian E. Webber (Municipal Fire Safety Inspector) April 14, 2026
COLLEGE FIRE SAFETY INSPECTOR NAME PRINTED _____
INSPECTION DATE

FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION) _____ Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-302-3993
INSPECTION DATE

SIGNATURE DATE _____ 4/20/2026 _____ 126010
FIRE INSPECTOR CERTIFICATION NUMBER

LOCATION:

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

Indian River State College has met the requirements of F.S.S. 1013.12(2)(d): YES NO

Approval of Reports by Board (Including Letter) YES NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Tom Quinn
FACILITY ADMINISTRATOR NAME PRINTED
Avp Capital Planning Projects and Facilities
FACILITY ADMINISTRATOR TITLE

FACILITY ADMINISTRATOR SIGNATURE
4/24/26
SIGNATURE DATE



TOPIC: Addendum #01 to the Architect Agreement with Spiezle Architectural Group

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 _____ INFORMATION
 _____ DISCUSSION

SUMMARY:

Board approval is requested for Addendum #01 to the Architect Agreement with Spiezle Architectural Group. Section 4 – Remuneration has been amended to increase the overall contract value by \$29,550.00, from “\$29,550.00” to “\$59,100.00” in both written and numeric amounts. All other terms and conditions contained in the Original Agreement, contract number 25U004 between the parties shall remain in full force and effect.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. Term: 4/2/25
2. Fiscal Impact: See above
3. Termination Term: 5 days written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26



**ADDENDUM # 01
TO
Architect Agreement**

This 01 Addendum is made to the Architect Agreement (the "Original Agreement"), contract number 25U004, effective April 2, 2025, between **Indian River State College**, in State of FLORIDA (the "College"), and **Spiezle Architectural Group** (the "Contractor").

WHEREAS, the Parties desire to modify the contract terms of the Original Agreement;

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1 - Scope of Services**, remains the same
2. **Section 3 - Term**, remains the same
3. **Section 4 - Remuneration**, is hereby amended to increase the overall contract value by \$29,550.00, from "\$29,550.00" to "\$59,100.00" in both written and numeric amounts. Funding Summary follows:

Funding Summary	Amount	Running Total
Original Contract	\$29,550.00	\$29,550.00
1st Addendum	\$29,550.00	\$59,100.00
2nd Addendum	\$0.00	\$0.00
3rd Addendum	\$0.00	\$0.00
4th Addendum	\$0.00	\$0.00

4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement, contract number 25U004 between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

Spiezle Architectural Group

By: 
Signature

Date: April 10, 2026

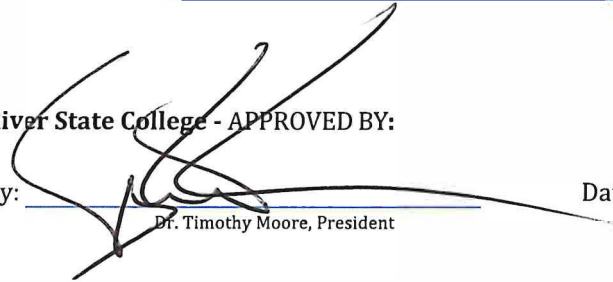
Name and Title: John F. Wright, AIA, NCARB, LEEDap, WELLap

Indian River State College - RECOMMENDED BY:

By: Nichole Rummo Date: 4/10/26
Signature

Name and Title: Nichole Rummo, Project Manager

Indian River State College - APPROVED BY:

By:  Date: 4/14/2026
Dr. Timothy Moore, President

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.



**INDIAN RIVER
STATE COLLEGE**

ARCHITECT AGREEMENT
HARD BID OR CM/GC PROJECT DELIVERY

THIS ARCHITECT AGREEMENT (“Agreement”) is made and entered into as of 4/2/2025 by and between INDIAN RIVER STATE COLLEGE, a political subdivision of the State of Florida, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the “Owner” or “College”) and Spiezle Architect (hereinafter referred to as the "Architect"), having a principal business at 2001 9th Ave, Suite 308 Vero Beach, FL3296

RECITALS

The Owner contemplates the design and construction of the project, which shall be generally defined as follows: Building J – Student Services Remodel Pruitt Campus (hereinafter referred to as the “Project”).

The Owner intends to use a Construction Manager / General Contractor (“CM/GC”) delivery method for the Project. The term “Contractor” as used herein shall refer to Owner’s contractor or construction manager / general contractor (CM/GC), whichever is applicable.

The phrase, “approved budget,” as used herein shall be deemed to mean the final budget figure established and approved by the Owner either before or after the conclusion of the Schematic Design phase, Design Development phase, and Construction Documents phase. Said “approved budget” shall not include equipment or furniture purchased by the Owner or other costs to the Owner such as Architect’s fees, engineers’ fees, and the cost of surveys, soil investigations and other tests made at the Owner’s expense.

The Owner’s approved budget for this Project is One-Million Seven-Hundred Thousand and No/100 Dollars (\$1,700,000.00) (“Contract Sum”). The budget for the project/s is listed below:

Pruitt Campus, J-Building	\$1,700,000.00
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This approved budget shall be reviewed with the Owner at the conclusion of the Schematic Design phase, Design Development phase, and Construction Documents phase.

Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the General Contract Conditions (“General Contract Conditions”). The General Contract Conditions may be further amended or supplemented from time to time.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated by this reference, and their mutual covenants as set forth herein, the Owner and Architect agree as follows:

SECTION ONE ARCHITECT'S RESPONSIBILITIES

1.1 RESPONSIBILITY OF ARCHITECT TO OWNER

1.1.1 The Architect covenants with the Owner to furnish its skill and judgment, pursuant to the specific standards of the profession of architecture for the design and construction of college buildings, support facilities, and building systems or services, and to cooperate with the Owner in furthering the Owner's best interests.

1.1.2 The Architect agrees to furnish efficient business administration and supervision of the Project and to perform all duties in the soundest, most expeditious, exemplary, and economical manner consistent with the interests of the Owner and consistent with the standards established in Subsection 1.1.1 above. The Architect shall have an exclusive and undivided duty of loyalty to the interests of the Owner.

1.1.3 The Architect's responsibility and obligation hereunder is in addition to and not in lieu of other obligations to and remedies available to the Owner.

1.2 BASIC SERVICES

The Architect agrees to perform all the professional services incident to design, preparation of the necessary plans and specifications for the construction of the Project, securing and evaluating (as applicable) bids, general accounting services customarily performed for and administration of the construction contract, processing of change orders, and general and technical supervision and inspection of the work (as defined in Section A.5.7) (collectively the "Services"). Without limiting the generality of the foregoing, the Services shall include but not be limited to the professional services described in Exhibit A attached hereto and made a part hereof.

1.3 SUB-CONSULTANT

The Architect shall furnish all structural, mechanical, electrical, acoustical, interior, civil, including drainage study, landscaping, technology infrastructure, fire protection, irrigation, food service/kitchen consulting, LEED or CO-CHPS consulting, and other architectural and engineering design, and inspection services required in connection with the Project and shall be responsible to the Owner for the employment of properly trained, qualified and competent engineers and consultants in such regard, who shall be acceptable to and approved by the Owner. Before designating the engineers or consultants to perform such services, the Architect shall discuss the same with the Owner and thereafter shall give the Owner, in writing, the names of the engineers or consultants recommended. The Owner reserves the right to disapprove of any

engineer or consultant proposed by notifying the Architect of such fact within ten (10) days after submission of the information required herein. In the case of each engineer or consultant, prior to approval by the Owner, the Architect shall notify the Owner in writing that a satisfactory fee arrangement has been reached between them. All such engineers or consultants, for which registration is required by Florida law, shall furnish the Owner proof that they are currently registered as Professional Engineers by the State of Florida, shall give the Owner full data as to similar work on which they have been engaged and shall demonstrate to the Owner's satisfaction that they have no connection with the sale of any equipment or material such as might be used in connection with the Project and that they are not currently engaged or interested in any business which may cause a preference for specific products or services connected with the Project. No engineer or consultant shall begin work until approved by the Owner, and in each instance the Owner's approval shall be evidenced to the Architect in writing. Any of such engineers or consultants may be employees or, if registered, partners, or shareholders of the Architect.

1.4 MEETINGS

The Architect, principal partner, shareholder, or a responsible senior member of the Architect's staff, shall attend such conferences with designated representatives of the Owner, and/or the Contractor, as may be requisite to gain a complete understanding of the Project and the requirements of the Owner in such regard. This shall include but is not limited to Design Progress Meetings and Construction Progress Meetings.

1.5 TIME SCHEDULE AND BUDGET

1.5.1 Prior to commencing services hereunder, the Architect shall have secured from the Owner the established time schedule, the approved budget for the Project, and the Owner's minimum educational facility standards.

1.5.2 If Owner is using a CM/GC delivery method, then in conjunction with the Schematic Design, Design Development, and Construction Documents phases, the Contractor shall prepare and submit to the Owner the Project cost estimates. These estimates shall be used by the Owner, the Architect, and the Contractor in the evaluation of the Project as it relates to the intended scope of the Project and the approved budget of the Owner and will form the basis for any changes therein.

1.6 RECORD DRAWINGS

Upon completion of the Project, Architect shall furnish to the Owner electronic copies of record drawings for the Project in a file format of the Owner's choosing or as otherwise specified in the Owner's Consultant Guidelines and Appendices.

SECTION TWO OWNER'S RESPONSIBILITY

2.1 SERVICES FURNISHED BY OWNER

2.1.1 So far as the Project contemplated by this Agreement may require, the Architect and its engineers, consultants and sub-consultants shall be entitled to information giving a complete and accurate survey of the building site and the existing grades and lines of streets, pavements, and adjoining properties; information as to the rights, restrictions, easements, surface water courses, boundaries, and contours of the building site; and full information as to existing sanitary sewer, storm sewer, water, gas, telecommunication, and electrical services. The Owner, at its expense, shall furnish all such data to the Architect upon request or, at the Owner's option, may require the Architect to procure such information, in which event the cost incident thereto shall be paid directly by the Owner. The Owner likewise shall pay for all borings or test pits and for any mechanical, chemical, or other tests as well as professional verifications and inspections incident to proper appraisal of the site for the contemplated structure. The Architect and its structural engineer shall provide the Owner with a written program outlining the information required for proper design and, working with the soils engineer, locate the minimum number of test holes required on the site. Upon receipt of the report from the soils test engineer, the Architect will inspect this document with regard to the program requirement submitted and advise the Owner whether or not these requirements have been fulfilled. A copy of all reports of such tests and borings shall be filed with the Owner. Specialized engineering services, other than the normal services as provided in Section One of this Agreement, when specifically requested by the Owner, will be paid for by the Owner.

2.1.2 In addition to the above, the Owner shall furnish to the Architect the following services for each Project/site:

- 2.1.2.1 Travel expenses to other cities for the purpose of visiting other projects when requested and approved by the Owner.
- 2.1.2.2 General program of functional areas.
- 2.1.2.3 Specific technical program of functional requirements.
- 2.1.2.4 Review of design phases.
- 2.1.2.5 Review of site planning.
- 2.1.2.6 Handle all claims arising under insurance policies issued to the Owner and all claims arising or in connection with performance, completion, and payment bonds.
- 2.1.2.7 Prompt decisions on selection of materials, equipment, and colors.
- 2.1.2.8 Such general conditions developed by the Owner as the Owner may wish the Architect to use.
- 2.1.2.9 General review of final plans and specifications.
- 2.1.2.10 Geologic Hazard Review.

- 2.1.2.11 Reproduction costs on all sets of plans and specifications excluding internal check sets or coordination sets.
- 2.1.2.12 Printed sets of General Contract Conditions.
- 2.1.2.13 Printed sets of other Contract Documents.
- 2.1.2.14 Receive and forward bids for evaluation.
- 2.1.2.15 Award contracts.
- 2.1.2.16 Monitor compliance with insurance requirements.
- 2.1.2.17 General review of job progress.
- 2.1.2.18 Review monthly pay estimates.
- 2.1.2.19 Provide standard forms for monthly pay certificates, insurance certificates, and change orders.
- 2.1.2.20 Warranty Work Request meetings with Architect during two-year warranty period.
- 2.1.2.21 Environmental hazard review and remediation as determined by Owner.
- 2.1.2.22 Owner representation services.
- 2.1.2.23 If applicable, contractor or construction manager / general contractor services.

2.1.3 The Architect represents that it is not relying on any representations or promises by the Owner except as set forth in this Agreement.

SECTION THREE PAYMENTS TO THE ARCHITECT

3.1 THE ARCHITECT'S BASIC FEE

3.1.1 The amount of the Architect's basic services, fixed fee in this Agreement shall be a negotiated, lump sum maximum amount.

3.1.2 The basic services, fixed fee for this Project is Twenty-Nine Thousand Five-Hundred Fifty and No/100 Dollars (\$29,550.00) as set forth in Exhibit B, attached hereto and made a part hereof ("Basic Fee"), payable as set forth in Exhibit B, Fee Schedule. The budget for project/s is listed below:

Pruitt Campus, J- Building \$29,550.00

3.1.3 Items Covered by the Architect's Basic Fee. Unless otherwise stipulated, the Architect shall accept the compensation stated in this Agreement as full payment for furnishing all the materials, transportation, apparatus, equipment, services, labor, tools, and all other things necessary for the complete and proper execution of the work contemplated by or reasonably implied from this Agreement, Exhibit A, Professional Services, within the time limits indicated in the Delivery Schedule set forth in Exhibit C, attached hereto and made a part hereof. Such amount shall include any loss or damage arising from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered; all risks of every description connected with the prosecution of the work; all expenses incurred in consequences of any suspension or discontinuance of the work; and all other amounts necessary for completing the work pursuant to the Architect Agreement, within the time limits indicated therein.

3.2 ADDITIONAL COMPENSATION AND SPECIAL CASES

3.2.1 If the Architect, after the Schematic Design, Design Development, and Contract Documents have been approved, is caused extra design effort or other expense due to the changes ordered by the Owner and through no fault of the Architect, or due to the delinquency or incompetency of the Contractor, or as a result of damage or fire, the Architect shall be equitably paid for such extra expenses and the service involved provided that the extra work is clearly not contemplated by this Agreement or results in substantial savings in the cost of the Project to the Owner. Such compensation shall be computed on the following basis:

3.2.1.1 Principal's time at the fixed rate as identified in Exhibit B. For the purpose of the Agreement the principals are Anthony Donadio and John F. Wright .

3.2.1.2 Employee's time at the fixed rate as identified in Exhibit B.

3.2.1.3 Services of professional consultants under the supervision of the Architect computed at a multiple of one and one-tenth (1.10) the amount billed to the Architect.

3.2.1.4 Actual amount of reimbursable expenses such as transportation and living expense when travel is authorized by the Owner in connection with the Project, long distance calls, reproduction of plans and specifications in excess of the number required to be furnished by the Architect pursuant to this Agreement, postage and handling, and fees paid for securing approval of authorities having jurisdiction over the Project.

3.2.2 The Architect shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Owner, upon request, all records, canceled checks, and other disbursement media to substantiate any and all requests for payments hereunder.

3.2.3 The Architect shall file with the Owner and, prior to incurring such expenses, secure the Owner's approval of rates per hour, per day or other basis of cost for architectural, structural, mechanical, and electrical engineering or other services not otherwise contemplated by the Architect's Basic Fee.

3.2.4 The sum payable to the Architect for additional compensation shall not exceed the total sum of One Thousand Dollars (\$1,000.00) unless the Architect first shall have filed with the Owner an estimate of the maximum cost of such additional service and been authorized by the Owner in writing to proceed. If such an estimate is filed with the Owner, then payment shall not exceed the maximum cost estimated by the Architect and approved by the Owner.

3.2.5 If the Owner, at any time during the performance of this Agreement, shall require the omission of a substantial amount of such work or if at any time the Owner shall deem it expedient or it shall become necessary for the Owner to abandon or defer the Project under the construction contracts or any part thereof before completion of the Services to be rendered hereunder, the Architect shall be entitled to receive just and equitable compensation for all work satisfactorily performed prior to the date on which the Architect shall have received notice to discontinue the Project.

3.2.6 The Architect's Basic Fee shall compensate the Architect for Services rendered in respect to the Project as above-defined.

3.2.7 The Basic Fee applies to all of the work contemplated to complete the Project, to be awarded under at least one general contract through the Contractor with multiple bid packages anticipated.

3.2.8 No additional fee shall be paid by reason of or in connection with the purchase of any furniture, equipment, or materials, whether or not built into the structure.

3.2.9 If the Architect, due to written direction and approval from the Owner as set forth in Section 3.2 of this Agreement, performs services in respect to any items specifically excluded from the scope of the Project as set forth in the Recitals section of this Agreement, he shall be compensated for his services as set forth in Section 3.2 of this Agreement.

SECTION FOUR INDEMNIFICATION

Architect shall indemnify, hold harmless Owner, Owner's employees, officers, and board members, from and against losses, damages, liabilities, including costs and expenses, for bodily injury or property damage or destruction (other than to the work itself), that may arise from the performance of the Services rendered under this Agreement, but only to the extent of the negligent acts, errors or omissions of Architect, Architect's sub-consultant or anyone employed directly or indirectly by any of them or anyone for whose acts or omissions any of them may be liable. Architect shall not be required to defend, indemnify or hold harmless Owner for negligent or intentional acts, omissions or errors of Owner, Owner's contractors, or their employees. The indemnification obligation shall not be limited by any amount or type of damages, compensation

or benefits payable by or for Architect under workers' compensation acts, disability benefit acts or other employee benefit acts. This provision shall survive the termination of this Agreement.

SECTION FIVE INSURANCE COVERAGE

5.1 INSURANCE

5.1.1 The Architect, at its expense, shall procure and maintain in effect at all times throughout the duration of the Project and including the two-year warranty period all insurance requirements and limits as set forth below. The Architect shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement. Completed certificates of insurance shall be filed with the Owner within thirty (30) days after the Effective Date of the Agreement. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

5.1.1.1 The Architect shall procure and maintain professional liability insurance with a retroactive date equivalent to the Effective Date. Such coverage shall provide a limit of \$1,000,000 each claim/aggregate on a "claims-made" basis, and shall remain in effect for a period of three (3) years following final acceptance of the Project. Architect shall be responsible for any and all deductibles. The required professional liability insurance policy shall be purchased and premiums for the terms specified herein paid not later than the Effective Date. A policy which provides such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory.

5.1.1.2 The Architect shall procure and maintain workers' compensation insurance at its own expense during the term of the Agreement, including occupational disease and death coverage for all employees per statutory requirements of Florida, and employer's liability insurance with a limit of liability of at least \$100,000 each accident; \$500,000 policy limit by disease; and \$100,000 each employee by disease. Such policy shall contain a waiver of subrogation in favor of the Owner. To the extent Architect's consultants or sub-consultant do not furnish workers' compensation insurance in accordance with these terms, Architect accepts full liability and responsibility for Architect's consultants' or sub-consultant' employees.

5.1.1.3 The Architect shall procure and maintain commercial general liability insurance with limits of not less than \$1,000,000 coverage for personal or bodily injury to any one person, not less than \$1,000,000 coverage for property damage, and not less than \$1,000,000 combined single limit liability coverage. Such insurance shall contain a waiver of subrogation in favor of the Owner and shall name the Owner, its officers, and employees as additional insureds. Such policy shall be endorsed to be primary and non-contributory with any insurance maintained by additional insureds.

5.1.1.4 The Architect shall procure and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall contain a waiver of subrogation in favor of the Owner.

5.1.2 Certificates of insurance and/or insurance policies required under this Agreement shall be subject to the following stipulations and additional requirements:

5.1.2.1 Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Architect;

5.1.2.2 If any of the said policies shall fail at any time to meet the requirements of this Agreement as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Florida, or be or cease to be in compliance with any stricter requirements of this Agreement, the Architect shall promptly obtain a new policy, submit the same to the Owner for approval if requested, and submit a certificate of insurance as hereinbefore provided. Failure of the Architect to furnish, deliver and maintain such insurance as provided herein shall constitute a material breach of this Agreement for which, in the sole discretion of the Owner, the Owner may immediately declare this Agreement suspended, discontinued, or terminated or the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Owner shall be repaid by the Architect to the Owner upon demand, or the Owner may offset the cost of the premiums against any money due to the Architect from the Owner. Failure of the Architect in obtaining and/or maintaining any required insurance shall not relieve the Architect from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Architect concerning indemnification;

5.1.2.3 Unless otherwise specified, such insurance shall be written by sureties legally authorized to write such insurance in the State of Florida, provided such surety companies have a current Best Credit Rating of A- or higher and a current Financial Size Category of Class X or greater;

5.1.2.4 Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Architect from its obligation to meet the insurance requirements contained herein;

5.1.2.5 If the expiration date of the insurance certificate is prior to Final Completion and any warranty periods provided herein, the Architect shall provide a new certificate of insurance at least thirty (30) days prior to the expiration of the current policy;

5.1.2.6 The Architect waives any and all rights to recover against the Owner or against its board members, officers, agents, or employees, for any loss or damage to the Architect arising from any cause that is covered or required to be covered by the insurance that the Architect is required to carry pursuant to this Section 5.1, or which is covered by any other insurance actually carried by the Architect to the extent of the limits of such policy;

5.1.2.7 From time to time, the Architect shall cause its insurer to waive such insurer's subrogation rights under policies against the beneficiaries of this waiver. Architect shall require that all of its agents and sub-consultant also comply with the insurance requirements of this Section 5.1; and

5.1.2.8 The policies required by Subsections 5.1.1.4 and 5.1.1.3 above shall be endorsed to include the Owner, the Owner's officers, board members and employees, as additional insureds. The policies required by Subsections 5.1.1.1, 5.1.1.3 and 5.1.1.4 shall be primary insurance, and any insurance carried by the Owner, its board members, officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Architect. The Architect shall be solely responsible for any deductible losses under any policy required above.

SECTION SIX GENERAL PROVISIONS

6.1 SEPARATE CONTRACTS

Should the Owner choose to award other separate contracts, where the Architect's services are required, the fee in respect of each such contract shall be similarly negotiated and computed separately in the manner provided in Subsection 3.1.1 of this Agreement and pursuant to Florida Statute 287.055, if applicable.

6.2 OWNERSHIP OF DESIGN DOCUMENTS

6.2.1 Prior to the full payment of amounts due to Architect under this Agreement, all notes, memoranda, photographs, spreadsheets, data, electronic data, Drawings, Specifications, designs, plans and other supporting documents prepared or furnished by Architect to Owner under this Agreement, including Schematic Design Documents and Construction Documents ("Work Product") are deemed to be instruments of service and Architect shall retain the ownership and property interests therein, including the copyrights thereto. Upon receipt of full payment of amounts due to Architect at the time of Final Completion of the work or upon earlier termination of this Agreement or abandonment of the Project, the Work Product, including the rights, title and interest in and copyrights thereto shall be assigned to and become the property of Owner; provided, however, that any use of the Work Product by Owner through its employees, agents or third parties, other than as required for completion of the work or in connection with the Project, is at Owner's sole risk and without liability or legal exposure to Architect or anyone working by or through Architect, including Architect's consultants of any tier. The Work Product shall promptly be delivered to Owner upon payment of all valid amounts due to Architect upon Final Completion of the work, abandonment of the Project or termination of this Agreement.

6.2.2 During the term of this Agreement, to the extent of their rights in the Work Product, each party hereby grants to the other a limited license to use and reproduce applicable portions of the Work Product in connection with the completion of work under the Contract Documents. The license granted by this Section shall terminate upon Final Completion of the work, abandonment of the Project and the termination of this Agreement.

6.2.3 Architect shall cause its contracts with Architect's consultants to conform to the provisions of this Section 6.2.

6.2.4 Architect shall indemnify any action or proceeding brought against Owner based on a claim that the Work Product, or any part thereof, or the operation or use of the Work Product or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Architect of any such action or proceeding and will reasonably provide authority, information. Architect shall indemnify and hold harmless Owner from and against damages and costs, including fees and expenses awarded against Owner or Architect in any such action or proceeding to the extent caused by negligence.

6.2.5 If Owner is enjoined from the operation or use of the Work Product, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Architect shall at its expense take reasonable steps to procure the right to operate or use the Work Product. If Architect cannot so procure such right within a reasonable time, Architect shall promptly, at Architect's option and at Architect's expense, (i) modify the Work Product so as to avoid infringement of any such patent or copyright or (ii) replace said Work Product with Work Product that does not infringe or violate any such patent or copyright.

6.2.6 Sections 6.2.4 and 6.2.5 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Architect to Owner or (ii) arising from modifications to the Work Product by Owner or its agents after acceptance of the work. Nothing herein shall be deemed a waiver of sovereign immunity or the provisions of section 768.28, Florida Statutes.

6.2.7 The obligations set forth in Sections 6.2.4 through 6.2.6 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

6.2.8 Inasmuch as the Construction Documents are the property of the Owner, it is mutually understood and agreed that the Owner has full authority to use, employ, or modify the Construction Documents in such manner as the Owner may desire, including but not limited to construction of more than one structure from the Construction Documents, as provided in this Article 6.2. The Architect, as well as the engineers and other consultants retained by the Architect to perform work in connection with the Project, accordingly waive copyright rights they have with respect to the Construction Documents consistent with Section 6.2.1. Every agreement between the Architect and the engineers and other consultants it retains to perform work in connection with the Project shall include the foregoing provisions in this Section 6.2.8.

6.3 FAILURE OF OWNER TO CONSTRUCT THE PROJECT

6.3.1 If, at any time, the Owner abandons the Project contemplated by this Agreement, the Architect shall be entitled to and shall receive as full payment hereunder, reimbursement of its costs necessarily incurred incident to the Project to the date of such abandonment, together with a fair and reasonable compensation for its Services rendered to that date. The Architect will not be reimbursed for nor will Owner otherwise be liable for any anticipated profit or lost opportunity as a result of the Owner's abandonment of the Project contemplated by this Agreement.

6.3.2 If the Owner abandons the Project, the Architect shall immediately deliver to the Owner all Work Product in whatever format it exists. The Owner shall have the right to use, employ, or modify the same in the construction of the contemplated building or improvements, in accordance with Section 6.2.

6.4 TERMINATION

6.4.1 Upon written notice, the Owner may terminate this Agreement in whole or in part if it determines, in its sole discretion that termination is in the Owner's best interest. After written notice of termination has been given, the Architect shall promptly stop work on the cancellation date specified in the notice. The Owner will conduct an audit of the Architect's costs to determine reasonable costs expended to the date of cancellation, or the Owner may determine the Architect's cost based on the schedule of values specified in Exhibit B or the exact cost of any work performed. The Architect will not be reimbursed for nor will Owner otherwise be liable for any anticipated profit or lost opportunity as a result of Owner's termination of this Agreement.

6.4.2 This Agreement may be terminated by either party upon not less than five (5) days' written notice should the other fail to perform in accordance with the terms of this Agreement through no fault of the other.

6.4.3 In the event of termination, the Architect shall deliver to the Owner all Work Product as well as any materials relating to the Project prepared by or in the possession of the Architect.

6.5 ARCHITECT'S PARTNERSHIP PERMITTED

The Architect may, with the prior written consent of the Owner, join with it in the performance of this Agreement any other duly licensed architect or architects with whom he may, in good faith, enter into partnership or professional corporation relations. In the event of dissolution of a partnership employed as Architect, other than by death of a partner, if the members thereof cannot agree as to which of them shall continue with the work, the Owner, in its sole judgment, may designate which former partner shall continue with the work and may make all payments thereafter falling due in connection with the Project directly to the person or persons so designated and without being required to provide for the application of such payments as among the former partners.

6.6 INDEPENDENT CONTRACTOR

The Architect understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Architect and the Owner. The Architect shall perform all Services, using independent judgment and expertise, as an independent architect and not as an employee of the Owner. Neither the Architect nor any agent, employee or sub-consultant of the Architect shall be an agent or employee of the Owner nor shall any of them have any authority, express or implied, to bind the Owner to any agreement or incur any liability or obligation attributable to the Owner. **The Architect acknowledges that it is not entitled to workers' compensation or other benefits from the Owner and that the Architect is obligated to pay federal income tax on any moneys earned from the Owner pursuant to this Agreement.**

6.7 DEATH OR DISABILITY OF ARCHITECT

In the event of the death of one member of a partnership employed as Architect by the Owner, the surviving member or members of the partnership shall succeed to the rights and obligations of the original partnership hereunder. In the event of the death of a sole Architect or in the event of the Architect's failure, refusal or inability to continue performance hereunder, then the Architect (or the Architect's conservator, executor or administrator, such as the case may be) shall be paid such sums as may be due the Architect under the provisions of Section 3.1 and Section 6.4 of this Agreement, and shall also be paid that proportion of the Basic Fee which the value of the services theretofore rendered bears to the full Basic Fee. In such event all Work Product shall be promptly delivered to the Owner with full authority to use, employ or modify the same in the construction of the contemplated project, either at the same site or at some other site.

6.8 DISPUTES

In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in a good faith effort to resolve such dispute. In the event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall be in the Nineteenth Judicial Circuit, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The Owner may elect to pursue litigation for any dispute arising under this Agreement at any time.

6.9 IMMUNITY

The Owner retains all of its rights, privileges and immunities under the Florida Statutes Section 768.28.

6.10 TAXES AND FEES

6.10.1 The Architect shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of this Agreement, including but not limited to excise tax, federal income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments

for its employees, and shall indemnify and hold the Owner harmless for all claims arising under such taxes and fees.

6.10.2 The Owner is exempt from the payment of any municipal, sales and use taxes for materials, supplies, and equipment used in the performance of this Agreement. The Architect shall not include any of these taxes in any charges or invoices to the Owner.

6.11 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

The Architect will not disclose to any third person or entity any records or writings of the Owner, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Architect's possession.

6.12 FORCE MAJEURE

The Owner may delay delivery, performance or acceptance occasioned by causes beyond its control. The Architect shall hold goods or delay performance at the direction of the Owner and shall deliver goods or perform Services when the cause affecting the delay has been removed. The Owner shall be responsible only for Architect's direct additional costs in holding the goods or delaying performance of this Agreement at Owner's request. Causes beyond Owner's control shall include but not be limited to government action or failure of the government to act where such action is required, strike or labor disputes, fire or unusually severe weather.

6.13 GOVERNING LAW/VENUE

This agreement shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall be in the Nineteenth Judicial Circuit, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

6.14 ASSIGNMENT OF AGREEMENT NOT PERMITTED

The Architect may not assign this Agreement or any sum becoming due to the Architect under the provisions of this Agreement, without the prior written consent of the Owner.

6.15 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

Subject to Section 6.14, this Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, successors and assigns of the respective parties hereto.

6.16 INTENT AND MODIFICATION OF THIS AGREEMENT

The Owner and Architect agree that it is the specific intent of this Agreement to define, grant, and specify the responsibility and authority of the Architect. In any matters during the work

under this Agreement that are not specifically covered and defined by this Agreement, the authority and direction for such matters must come from the Owner. The Architect shall in all such matters request in writing and receive written direction and approval from the Owner prior to carrying out any such work.

6.17 WAIVER

No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner or the Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner, or the Architect 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 rights of either or the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Owner or the Architect to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

6.18 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.

6.19 NOTICES

Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth below, or to such other address as either party may later designate in writing in accordance with these notice procedures. Any notice given by mail as herein provided shall be deemed given when deposited in the United States mail:

OWNER:

Indian River State College
Attn: Tony Quinn, AVP of Capital Planning, Projects, and Facilities
3209 Virginia Avenue
Fort Pierce, FL 34981

ARCHITECT:

Spiezle Architects
Attn: Anthony Donadio, Principal
2001 9th Ave Suite 308

Vero Beach, FL 32960

6.21 ENTIRE AGREEMENT

This Agreement, together with the documents incorporated herein by reference, including without limitation the General Contract Conditions, contains all of the terms, conditions, and provisions hereof and the entire understanding and all representations of understanding and discussions of the parties relating thereto, and all such prior representations, understandings, and discussions are merged herein and superseded and canceled by this Agreement. This Agreement may only be modified or amended by further agreement in writing executed by the parties hereto, which, on behalf of Owner, shall be signed by the President, Vice President of Administration and Finance, CFO of College or designee.

6.22 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.

6.23 EXHIBITS

The following exhibits are attached hereto, or shall be attached hereto, and are specifically made a part of this Agreement by this reference:

Exhibit A: Professional Services

Exhibit B: Fee Schedule

Exhibit C: Delivery Schedule

Exhibit D: Special Provisions

6.24 COMPLIANCE WITH LAWS AND POLICIES

The Architect shall abide by all applicable laws to the performance of the Services and the subject matter of this Agreement and by all Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's grounds. The Architect shall at all times strictly enforce this prohibition among its own employees, agents or sub-consultant and their employees, agents or sub-consultant.

6.25 NONDISCRIMINATION

During the performance of this Agreement, the Architect agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, age, religion or other legally protected status. The Architect will take action to ensure that all applicants for employment are treated fairly during application and interviewing processes, and that employees are treated fairly during their employment, without regard to their race, creed, color, sex, sexual orientation, national origin, disability, age, religion or other legally protected status. Such action shall include, but not be limited to employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state, in all solicitations or advertisements for employees placed by or on behalf of the Architect, that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, religion or other legally protected status.

6.26 HEADINGS

The headings used in the Contract Documents are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

6.27 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-7051, bpankhurst@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Spiezle Architects

Signature

John F. Wright, AIA, LEEDap - Principal

Name and Title

80 Royal Palm Point #404

Address

Vero Beach, FL 32960

City, State, Zip

26-0805847

Unique Entity ID (sam.gov) or Tax ID

April 12, 2025

Date

**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

4/14/2025

Date

APPROVED BY:

Dr. Timothy Moore, President

4.23.25
Date

**EXHIBIT A
PROFESSIONAL SERVICES**

A.1 SCHEMATIC DESIGN PHASE

A.1.1 The Architect shall prepare Schematic Design Documents of the Project leading to a recommended basic design of the building or improvements and a plan for the development of the site, together with a general description of the Project, including construction cost estimates and a preliminary schedule, for approval of the Owner. This estimate shall be used by the Owner and the Architect in the evaluation of the Project as it relates to the intended scope of the Project and the approved construction budget of the Owner and will form the basis for any changes therein. This material shall be submitted to the Owner in accordance with the Owner-approved design, the Owner's Consultant Guidelines and Appendices, and construction schedule. Architect's scope of services during the Schematic Design Phase shall include but not be limited to:

A.1.1.1 If Owner is using a hard bid delivery method, preparation of an independent cost estimate at the conclusion of the Schematic Design Phase for review by Owner;

A.1.1.2 If Owner is using a CM/GC delivery method, Architect shall review and opine on the validity of Contractor's cost estimate;

A.1.1.3 Owner reserves the right, in its discretion, to obtain an independent cost estimate for comparison with Architect or Contractor's cost estimate;

A.1.1.4 Initiation of discussions with Owner regarding environmentally sustainable design and high design criteria;

A.1.1.5 Provision of options for site plan/floor plan layout for each College or building within the Project, for review and comparison with Owner and Contractor (if applicable);

A.1.1.6 Discussion of alternatives and options for mechanical and electrical systems and energy modeling; and

A.1.1.7 Provision of a drainage study (SWPPP) for the Project site, if required by applicable law or regulations.

A.1.2 The Schematic Design Documents shall be submitted to the Owner in accordance with the Owner-approved design, Owner's Consultant Guidelines and Appendices, and construction schedule. Schematic Design Documents must be approved by the Owner prior to preparation of the Design Development Documents. Approval by the Owner of the Schematic Design Documents shall be deemed to be approval of the concept though not the means, techniques, or particular materials recommended by the Architect.

A.2 DESIGN DEVELOPMENT PHASE

A.2.1 For approval by the Owner, the Architect shall prepare from the approved

Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. The Design Development Documents shall be delivered to the Owner in accordance with the Owner-approved design, the Owner's Consultant Guidelines and Appendices, and construction schedule. These documents must be approved by the Owner prior to the preparation of the Construction Documents or the release of any phase of the Project for bidding. In the event the Owner determines to go forward with the Project and award contracts even though they may exceed the approved budget, then such increased construction costs over the budget shall not be the responsibility of the Architect. In the event models, renderings, or photographs are required, the Owner will reimburse the Architect at a fee negotiated by the Owner separate from the extra work fee provided for in this Agreement. Architect's scope of services during the Design Development Phase shall include but not be limited to:

A.2.1.1 If Owner is using a CM/GC delivery method, assistance in the review and evaluation of CM/GC cost estimate and overall project budget/scope;

A.2.1.2 Provision of site plans, floor plans, mechanical, electrical, telecommunications, civil, kitchen planning, plus building elevations and sections to fix the building and site features;

A.2.1.3 Modeling mechanical systems options, including but not limited to BIM or energy modeling or both, to aid Owner in the selection of the system to include in the design; and

A.2.1.4 Provision of sustainable design features documentation/guidance to aid Owner in making decisions about Project design and scope. Without limitation, the Architect shall discuss with and provide to the Owner a written summary of alternative approaches to design and construction of the Project which incorporate energy efficiency / sustainability features, including the feasibility of incorporating environmentally responsible design approaches, and sustainability and water/energy efficiency enhancements, and corresponding estimated cost-benefit projections that reflect long-term savings potentially associated with such enhancements.

A.2.2 If Owner is using a CM/GC delivery method, the Architect, by the terms of this Agreement, is obligated to provide reasonable cooperation to the CM/GC in the development of estimates of construction cost and the Guaranteed Maximum Price. Conversely, the CM/GC, by the terms of its Agreement with Owner is obligated to provide reasonable cooperation to the Architect in the development of statements of probable construction costs and the Guaranteed Maximum Price. Additionally, both Architect and CM/GC are obligated to reconcile their respective cost estimates at the completion of each design phase of the work and in setting the Guaranteed Maximum Price in a timely manner so as not to negatively impact the Project Schedule.

A.3 CONSTRUCTION CONTRACT DOCUMENTS PHASE

A.3.1 Prior to the approval of the Construction Documents, including the final plans

and specifications by the Owner, the Architect shall submit the Construction Documents for the Project to the specific authority having jurisdiction (AHJ) in the appropriate town, city, or county where the Project is located as well as the State of Florida, administering all applicable building codes, regulations, laws, and ordinances concerning the construction of colleges and the functional areas contained therein, including the compliance of same with applicable health codes and the Americans with Disabilities Act of 1990. Specifically, but not by way of limitation, the Construction Documents are to be reviewed by the planning commission of the appropriate town, city, or county and, if available, the State Department of Public Safety, Division of Fire Prevention and Control (DFPC) and any applicable fire departments (if approved by the Owner), for compliance with the building codes, laws, and ordinances which each administers. All required approvals must be in writing and must be filed with the Owner upon receipt of the building permit. Where code interpretations result in additional construction work or materials, the Architect, at Architect's own expense, shall promptly perform such additional services as may be required to bring the plans and specifications into conformance with such agency requirements.

A.3.2 The Owner may review the proposed Construction Documents and recommend revisions or corrections, as it deems necessary. These recommendations shall be reviewed with the Architect who shall make the necessary revisions or corrections before final bidding documents are issued. Such revisions or corrections shall not be made by Addendum. Previous acceptance of the Design Development Documents will not limit the Owner's rights to request the revisions and/or corrections at this time, but shall entitle the Architect to submit a claim for additional compensation as set forth in Section 3.2, to the extent extra services are required thereby, and shall extend the Architect's time schedule for such period as may be reasonably required to perform such additional work.

A.3.3 Upon approval by the Owner of the Schematic Design Documents and the Design Development Documents, the Architect shall submit an overall reevaluated timetable to the Owner for the complete development of the Construction Documents. The Construction Documents to be furnished shall consist of a complete set of architectural construction drawings, including site plans, complete set of structural, mechanical, electrical, security and telecommunications drawings assembled in an order mutually agreed upon by Owner and Architect, and complete specifications for the Project, as well as other customary drawings, specifications and documents necessary to fully explain the intention of the work. The Owner's General and Supplementary Conditions of the Contract and the Owner's other Contract Documents shall not be modified without approval of the Owner. Supplementary General Conditions as may be needed to fit the Project shall be developed by the Architect and approved by the Owner. All such Construction Documents shall meet with the Owner's approval. Each area of the floor plans, elevations and sections shall be detailed at not less than 1/8"=1' or will be of sufficient scale, detail and clarity to adequately and fully explain the function of the area and the intention of the work and to enable the satisfactory construction of the area. When such Construction Documents are inconsistent with previously approved Schematic Design and Design Development Documents, the Owner reserves the right to disapprove of the architectural, structural, mechanical, and electrical systems recommended and developed by the Architect together with the materials and equipment as shown on the Construction Documents without justifying any claim by the Architect for extra costs. Where additional design effort is required by the Architect for reasons not the fault of the Architect, then the provisions of Section 3.2 shall apply.

A.3.4 Within seven (7) days after approval by the Owner of the proposed Construction Documents, the Architect shall furnish sufficient sets of the corrected Construction Documents as shall be required by the Owner to ensure distribution of official Contract Documents during the bidding period and for construction of the Project. The Owner reserves the right to reproduce at its own expense additional copies of Construction Documents, or to reimburse the Architect for reasonable reproduction costs on all additional sets of Construction Documents.

A.3.5 Architect's scope of services during the Construction Contract Documents Phase shall include but not be limited to:

A.3.5.1 If applicable, assistance with Owner and CM/GC review of design at 50% and 90% Construction Documents stage for conformity to project budget and scope adjustments as appropriate;

A.3.5.2 Provision of a reasonable number of options to be included in the bidding of the projects as alternate bids to assist with budget management; and

A.3.5.3 Updating and tracking LEED or CO-CHPS, or other measures of energy and environmental sustainability, progress/decisions throughout the Construction Documents Phase.

A.4 ARCHITECT TO CONFORM TO BUDGET

A.4.1 The approved budget for the construction of the Project and for which the Architect shall have sole responsibility for planning is set forth in the Recital of this Agreement. The Architect shall make its final plans and specifications conform to the approved budget. If conditions arise during progress of the Architect's work on the Project that, in the opinion of the Architect, would be sufficient reason for revision of the budget set forth above, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget amount shall be increased.

A.4.2 In the event that the actual bids received under the completed Construction Documents drawn by the Architect for the Project are in excess of the approved budget, then if the Owner rejects such bids or negotiates reductions in the amount bid with the apparent low responsible bidder, then the Architect hereby agrees that it shall, at no additional cost to the Owner, redraw the plans and revise the specifications using all necessary staff and utmost speed during regular working hours and prepare to re-advertise or do such other reasonable and practical things as may be necessary to bring the costs within the approved budget. The Owner agrees to cooperate with the Architect within the basic framework and educational needs of the Project, as provided to the Architect at the time Architect began the preliminary plans and studies for the Project, in order to accomplish such redrafting of plans and specifications and to secure the receipt of bids that meet the functional needs of the Owner and are within the budget.

A.4.3 It is hereby agreed that it is a major and material requirement and consideration

of this Agreement for the Owner that the total bids for this Project do not exceed the approved budgeted amount of monies established to cover this Project as set forth in the Recitals of this Agreement.

A.4.4 The Architect shall assist the Owner in the bidding process and will prepare, subject to approval by the Owner, the necessary proposal forms for preparation of bids for the construction work by contractors. The Architect shall in good faith follow the Owner's policy concerning plan deposits, particularly noted in the "Advertisement for Bids".

A.4.5 The Architect shall be responsible for reviewing all bids received in conjunction with the Contractor in the case of a CM/GC project delivery method, and making a written recommendation of award thereon.

A.4.6 If it shall prove impossible to secure one or more bona fide bids from reliable contractors based on the plans and specifications prepared by the Architect at a price not exceeding the approved budget for the work, then the Architect shall, if desired by the Owner, change the plans and specifications at Architect's own expense in such manner acceptable to the Owner as may be found necessary to secure bids from reliable contractors at not more than the approved budget. In the event the Owner determines to go forward with the Project and award contracts even though they may exceed the approved budget, then such increased construction costs over the budget shall not be the responsibility of the Architect nor shall increased construction costs form the basis for a request for Additional Services by the Architect.

A.5 CONSTRUCTION PHASE

A.5.1 The Architect shall keep accurate accounts with respect to the work on the Project and shall review and approve certificates for payments submitted by the Contractor and deliver them to the Owner. Such certificates shall be in proper detail, shall duly identify the contract items involved, shall be in the Owner's Construction Department office on or before the 10th day of the month for work performed by Contractor the previous month and submitted by Contractor to the Architect on or before the 5th day of the month, and shall follow a standardized form acceptable to the Owner or as specified in the Owner's Consultant Guidelines and Appendices.

A.5.2 As may be required throughout the construction progress, the Architect shall prepare such large-scale, full-size, detailed or other drawings as may reasonably be needed or required to supplement the construction drawings and to permit the proper completion of the Project or as otherwise specified in the Owner's Consultant Guidelines and Appendices.

A.5.3 The Architect shall make any necessary revisions in the drawings, render to the Owner, at its request or at the request of the Contractor, rulings on the requirements of the drawings and specifications and shall make additions, reasonable changes or modifications in the drawings and specifications and contracts to meet unanticipated conditions or occurrences or to effectuate changes in the work.

A.5.4 The Architect is a member of the Construction Team and shall have general

supervision (as defined in Section A.5.7) and direction of the design elements of the work. He/She is the agent of the Owner only to the extent provided in the Contract Documents and the contract with the Owner. When in special instances Architect is authorized by the Owner to act, Architect shall, upon request, present to affected third parties Architect's written authority. The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by the Contractor. The Architect shall have authority to reject work that does not conform to the Contract Documents. Whenever, in its reasonable opinion, the Architect considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, Architect will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed, or completed. Except in case of emergency, the Architect shall not authorize nor direct any stoppage, removal of work in place, or changes in any work without prior written approval of the Owner.

A.5.5 The Architect and sub-consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required herein, to become familiar with the progress and quality of the portion of the work completed, and to determine if the work inspected is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. Site visits shall be made by professionally licensed architects or engineers, or non-licensed persons whose work is subject to oversight and review by professionally licensed architects or engineers, who understand the Project requirements and are otherwise competent in evaluating the progress and performance of the various trades in progress. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, the Architect shall submit a report to the Owner within one week of each site visit, indicating the date and times of the visit, the person making the visit, a description of the work inspected and shall otherwise keep the Owner reasonably and promptly informed about the progress and quality of the portion of the work completed, and report in writing to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, (2) defects and deficiencies observed in the work and (3) any threats to achievement of the Project milestone for construction activities. Architect shall reject work that does not conform to the Contract Documents unless otherwise directed by Owner. Whenever Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work. Owner intends to retain an independent testing firm to provide regular inspections of the work and to generate reports of these inspections, which reports shall be provided to Architect and Contractor. Architect shall provide the services in this Section A.5.6 in conjunction with Owner's independent testing firm and shall help coordinate and facilitate Owner's testing process. Should the quality of workmanship or circumstances beyond the control of the Architect be such that the performance of any of the Construction Documents cannot be carried out to the complete satisfaction of the Architect, Architect shall notify the Owner of such in writing.

A.5.6 The Architect shall furnish such cooperation and attend such conferences with the Owner and/or the Contractor as may be required to promote the satisfactory conduct and completion of the Project. The Architect shall be responsible for initiating the making of written recommendations to the Owner covering necessary change orders in accordance with Section A.5.9 below, and for giving written opinions to the Owner as he may deem appropriate or when requested by the Owner as to the conduct of the work or any questions in connection therewith.

A.5.7 The Architect shall, either in person or by a responsible senior member of his staff or through employment of a qualified person approved by the Owner, endeavor by general supervision and by adequate and necessary inspections to protect the Owner against defects and deficiencies in the work performed and materials provided by the Contractor and Contractor's subcontractors. The Architect shall also, in good faith and with due diligence, endeavor to safeguard the Owner against any contractor's noncompliance with the terms of its contract with Owner. The Architect shall also be the Owner's representative charged with the general responsibility of exercising due diligence to see to it that the terms and intent of the Contract Documents are carried out. This provision of this Agreement shall require that the Architect or a senior and responsible member of Architect's staff or an especially employed, competent inspector approved by the Owner shall visit the site at least once a week while construction is in progress and shall furnish to the Owner a copy of a report on conditions found at the site of the work. Such reports shall be forwarded to the Owner immediately following each weekly inspection. The terms "general supervision," "inspection services," and "general or technical supervision and inspection" for purposes of this Agreement shall mean the overseeing of construction for compliance with the requirements of the plans, specifications, and related Contract Documents prepared for the Project and with pertinent laws and regulations. With the exception of the specific inspections as required by Section A.5.6 above and, unless otherwise specified, the Architect shall not be required to make continuous on-site inspections to check the quality or quantity of the work. The Architect shall not be responsible for actual construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, unless any of such matters have been or should properly be specified in the plans and specifications prepared by the Architect.

A.5.8 The Architect shall maintain careful control over all changes in the plans in the course of the work, after the Construction Documents are originally approved by the Owner. The Architect shall keep a current accurate record of all variations or departures from the Construction Documents as originally approved, which may come to Architect's attention or are discovered in performance of services hereunder or through information provided by the Contractor or subcontractors; shall keep the Owner closely advised in advance, if possible, with respect thereto; and shall advise the Owner to the best of Architect's ability on a current basis of all savings or additions to cost as well as the suitability of the work and Project occasioned by such variations or departures. The Architect shall make recommendations to the Owner concerning the change orders but shall not act for the Owner in approving change orders except in cases involving a matter of an immediate safety nature, the justification for which the Architect shall provide in writing to the Owner within forty-eight hours after the emergency change order is authorized. All change orders must be made on forms supplied by the Owner, and all requests for such change orders must be made in writing. All change order recommendations made by the Architect to the Owner shall be in writing unless otherwise specified by Owner. Architect acknowledges that any recommended change order that will result in a cost increase to the Owner over the Contractor's cost estimate, as

applicable, shall require the signature of the IRSC President, Vice President of Administration and Finance, CFO or designee.

A.5.9 In addition to and in conjunction with the general direction of the work, the Architect shall specifically provide and be responsible for the following services, among others:

A.5.9.1 Review and approve shop drawings, samples and other submittals for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents;

A.5.9.2 Inspect bearing surfaces of excavations before footings are poured;

A.5.9.3 Inspect reinforcing steel after installation and before concrete is placed;

A.5.9.4 Inspect structural concrete during and after pouring;

A.5.9.5 Evaluate all laboratory reports;

A.5.9.6 Inspect structural steel after erection and prior to its being covered or enclosed;

A.5.9.7 Inspect mechanical work following its installation and prior to its being covered and enclosed;

A.5.9.8 Inspect electrical work following its installation and prior to its being covered or enclosed;

A.5.9.9 Inspect exposed surfaces for compliance with the Construction Documents; and

A.5.9.10 Provide sales tax affidavits or exemption certificates to the Owner, as appropriate, at the completion of construction.

A.5.10 The Owner reserves the right, at its own expense, to submit all plans and specifications to review by such consultant or consultants as it may select. In the event of such employment of a consultant or consultants by the Owner, they shall cooperate fully with the Architect in order to incur as little delay as possible to the Architect, and the Architect shall make all necessary information fully and promptly available to such consultants. The Owner reserves the right to make changes in the plans and specifications whether or not such changes are the result of suggestions by such consultants or otherwise.

A.5.11 Where, due to changed conditions, ineffectual or improper performance by the Contractor or other unanticipated material conditions, the Architect believes its presence on the Project site is required to an extent in excess of that required or contemplated by this Agreement, then it shall bring such matters to the attention of the Owner in writing, and, with the Owner's

written approval, shall perform such additional services, at such additional compensation as may be agreed, but not to exceed the rates set forth in Section 3.1.

A.5.12 When the work or a portion of the work (the scope of which is agreed to by the Contractor, Architect and Owner) is confirmed by previous weekly observations and reports by the Architect to be substantially complete in accordance with the Contract Documents, the Contractor, Architect and sub-consultants, accompanied by the Owner as deemed necessary by the Owner, shall jointly inspect the work. The Contractor shall complete a written report of inspection and detailed "punch list," attested to by the Architect as to contents and date of inspection.

A.5.12.1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect will document in writing and will issue a final punch list of items to be corrected before final inspection and acceptance. Architect shall include inspections for punch list to include initial punch list and follow-up verification of completed work.

A.5.12.2 Architect shall prepare and deliver to Owner and Contractor for their written acceptance a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

A.5.12.3 When the work is inspected in phases or portions, the Date of Final Completion for all of the work shall be established by the date when the last inspection and punch list is complete.

A.5.12.4 The Contractor, on a computerized database acceptable to the Owner, shall generate and maintain the punch list database document until all of the punch list work is complete and the Owner issues the Letter of Acceptance for the entire project.

A.5.12.5 When punch list work is reported as complete by the Contractor, subsequently inspected by the Architect or their sub-consultants and determined to be incomplete, the costs of all subsequent re-inspections of the punch list item by the Architect or their sub-consultants will become the responsibility of the Contractor.

A.5.13 The Architect, upon completion of the Project, shall deliver a written report of final inspection to the Owner, which report shall include a statement that in the Architect's opinion the Project has been fully completed in accordance with the Construction Documents and any amendments thereto, and the Contract Documents; that all guarantees required by the Contract Documents have been delivered in writing to the Owner, and that the Contractor is entitled in the Architect's opinion to final payment upon the contract, stating therein the amount due on said final payment. Such report and/or payment shall not in any manner affect, waive, or release any of the Owner's rights or claims against the Contractor or its subcontractors.

A.5.14 If applicable to the Project, the Architect shall provide services for the design

and construction submittals as required by the applicable program.

A.5.15 The Architect, upon completion of the Project, shall provide a letter to the Owner stating that to the best of the Architect's knowledge asbestos containing material was not incorporated into the project.

A.5.16 The Architect and sub-consultant/engineers shall make observations as to whether the Contractor's work is in general conformance with the Contract Documents, and report to the Owner the results of the observations. The Architect and sub-consultant/engineers shall cooperate and work with the Owner in resolving any problems arising during the warranty period. The Architect and sub-consultant/engineers shall in good faith and with due diligence endeavor to see that any remedial work found to be necessary is performed in a satisfactory manner by the Contractor responsible for same, shall be responsible for the inspection of such remedial work and shall inform the Owner, in writing, whether such remedial work has been or has not been satisfactorily completed. Nothing in these provisions for inspections of the work after the completion and acceptance of the work by the Architect, sub-consultant/engineers, and the Owner shall be construed to alter or affect the provisions of Section 3.1 of this Agreement regarding the method of payments to the Architect or other warranties provided herein or available to the Owner.

A.5.17 During the project's two-year warranty period, the Architect or the Architect's field representative shall be required to attend Warranty Work Request meetings. The Owner shall establish the date, time, and place of these meetings at the beginning of the two-year warranty period.

**EXHIBIT B
FEE SCHEDULE**

B.1 CONTRACT AMOUNT

B.1.1	Basic Services, Not to Exceed:	\$29,550.00
B.1.2	Reimbursable Expenses:	Included
B.1.3	Total Agreement Amount:	\$29,550.00

B.2 FEE PAYMENT SCHEDULE

B.2.1 During the development of the Schematic Design and Design Development Documents, complete specifications, working drawings and other Construction Documents, the Architect may apply for and shall receive compensation, based on the amount of such work completed. In no event, however, shall payments be made which will make the total of all payments exceed the amounts payable under the provisions of Exhibit B, Subsections B.2.2, B.2.3 and B.2.4.

B.2.2 Upon completion and approval by the Owner of the **Architectural Phase**, pursuant to Exhibit A Professional Services Section A.1, the Architect may request and receive a sum equal to Fifty-Three percent (52%) of the Basic Fee.

B.2.3 Upon completion and approval by the Owner of the **Structural Phase**, pursuant to Exhibit A Professional Services Section A.2, the Architect may request and receive a sum that, together with previous payments shall increase the total amount paid to it to twenty-two percent (21%) of the fee based upon the approved final budget.

B.2.4 Upon the completion and approval by the Owner of the **M/E/Fp Engineering Phase**, pursuant to Exhibit A Professional Services Section A.3, the Architect may request and receive a sum that, together with previous payments shall increase the total amount paid to it to seventy-five percent (27%) of the fee based upon the approved final budget.

B.3 FEE PAYMENT SCHEDULE CHART

<u>Section</u>	<u>Project Phase</u>	<u>% of Fee</u>	<u>% Cumulative Fee</u>
B.2.2	Architectural	52%	52%
B.2.3	Structural	21%	73%
B.2.4	M/E/Fp Engineering	27%	100%

B.5 FEE PAYMENT PROCEDURES

B.5.1 All requests for payment must be submitted to and will be processed and paid by the Owner in accordance with its procedures. Requests for payment will be submitted to the Owner on the Architect's letterhead in the form of an invoice. The Architect agrees to cooperate with the Owner in assembling all information necessary to file the form including, without limitation, back-up or supporting documentation. The Architect shall provide the Owner a completed Federal Form W-9 upon submission of the Architect's first invoice.

B.5.2 Assuming that the necessary information and documentation is timely submitted by the Architect to the Owner, it is anticipated that payments will be made monthly and within thirty (30) days of the time the monthly invoice is filed with Owner. Architect acknowledges and agrees that no interest shall be due or paid on late payments.

**EXHIBIT B-1
HOURLY RATES**

HOURLY RATES:

<u>Classification:</u>	<u>Hourly Rate:</u>
<u>Principal:</u>	<u>\$0.00</u>
<u>Project Manager:</u>	<u>\$0.00</u>
<u>Specifications:</u>	<u>\$0.00</u>
<u>Drafting:</u>	<u>\$0.00</u>

**EXHIBIT C
DELIVERY SCHEDULE**

C.1 Products and services set forth in this agreement shall be delivered in accordance with the following schedule:

	<u>Completion Date</u>
Survey and Programming	April 2025
SD Completion	May 2025
CD Completion	early June 2025
CM Pricing	June 2025
Permitting	July 2025
Construction Commence	September 2025
Construction Complete	November 2025

EXHIBIT D
SPECIAL PROVISIONS

Services provided by Architect to Client for the agreed-upon compensation are set forth in the Scope of Services. Unless specified in the Scope of Services, the services listed below are not the responsibility of Architect and additional compensation may be charged by Architect for undertaking any of the listed services:

- Reimbursable expenses: \$1,000.00



PEOPLE
PASSION
PURPOSE

March 27, 2025

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

Re: **Fee Proposal for Professional Services
Building J – Student Services Remodel
Pruitt Campus**

Dear Mr. Quinn:

On behalf of Spiezie Architectural Group Inc., we appreciate the opportunity to continue to partner with the College to provide Architectural and Engineering Services to Indian River State College for the above-reference project. Our efforts for this project will encompass the planning and design assist services for remodeling a portion of the first floor of the J Building on the Pruitt Campus, which is the home for Student Services. The improvements will focus on the main entrance / service area to the suite, with the goal being to improve operations and circulation for the department. We will partner with the College and their selected Construction Manager to deliver this project in a collaborative and efficient manner.

The scope of this proposal is based upon the information conveyed to our team during a call on March 18, 2025 along with our prior knowledge of this specific building gained through previous renovation projects design by our team. Our services and corresponding fee are in accordance with the terms of the Indian River State College procurement requirements and Contract as well as other applicable laws and standards.

Project Understanding:

Indian River State College has a need to improve access, circulation and service delivery in the Student Services area of the J Building. The proposed improvements will include removing the existing storefront that separates the space from the main corridor in order to open the department up to be more welcoming and improve flow of foot traffic. To maintain security for the area, a new overhead coiling door / shutter will be installed along the corridor in a new soffit to be constructed. Within the space, the existing service counter will be removed and replaced with new casework / table that will improve service to visitors. The transaction windows to the cashier office at the corridor will be removed and filled in. The interior finishes within the main entry area and the cashier will be upgraded to match finishes installed recently in other areas of the building.

As part of the project, we will provide new locations for power and data that will be coordinated with the remodel floor plan. Lighting will be replaced within the project and coordinated with the new ceiling assembly. The HVAC system and distribution will remain largely unaffected, but diffusers will be moved / replaced as appropriate. Existing sprinkler heads may need to be relocated in the area of the new overhead coiling door and to maintain code compliant coverage. Additional finish improvements in the corridor may be added into the project scope should the budget allow.

Preliminary Project Budget:

The College has confirmed that the funding to support this remodel project is in place. Working with the Construction Manager, a final construction budget will be established once the scope is finalized.

We recommend with any small interior remodel project that the owner set aside a contingency for unforeseen conditions as well as design decisions to be made throughout the project, in the amount of 10%. We are not aware of any potential environmental concerns or hazardous materials within the project area, but we encourage the College to investigate and confirm this at the outset of the project. Should hazardous materials exist or be encountered, the College will separately contract for the testing, specifications, abatement, and disposal and carry those costs in addition to the budget figure indicated above.



Preliminary Project Schedule:

The most busy time of the year for the Student Services center is the Summer, as they support the enrollment for the College and see a heightened level of foot traffic before semester start. Therefore, we expect that the remodel of the area would commence in September 2025.

For consideration, we have prepared the following preliminary project schedule predicated on the information gathered to date. We welcome the opportunity to discuss this further with the College in a collaborative manner. It is subject to change during the design, bidding, permitting, and construction phases.

- | | |
|---------------------------|-----------------|
| • Survey and Programming: | April 2025 |
| • SD Completion | May 2025 |
| • CD Completion | early June 2025 |
| • CM Pricing | June 2025 |
| • Permitting | July 2025 |
| • Construction Commence | September 2025 |
| • Construction Complete | November 2025 |

This schedule is subject to change due to the uncertainty of the current market, including product availability and material lead times. We will work with the College at all stages to update the project schedule and identify any possible delays to take proactive action to keep the project on schedule.

Proposed Scope of Professional Services:

Spiezie Architectural Group, Inc., will provide architecture, interior design and construction administration services along with Ingenuity Engineers, Inc. for Mechanical, Electrical, Plumbing and Fire Protection Engineering and TRC Worldwide Engineering for structural modifications and enhancements to support the renovation. Structural engineering support would be limited to the design for support of the new overhead coiling door. We do not anticipate the need to increase the load bearing capacity of the building's structural system or modify existing structural members.

Design Assist / Construction Documents:

- Review of available existing conditions documents
- Field visit by architect, structural and MEP teams to observe and document existing conditions
- Develop current existing conditions plans for use in design and engineering
- Update the REVIT model for project
- Program verification meeting (assume 1)
- Conduct applicable code reviews
- Develop floor plan concepts for review and comment (assume 2 initial options)
- Coordinate with College for interior finishes
- Engineering coordination meetings
- Owner correspondence
- Development of document set
- HVAC engineering
- Electrical engineering
- Structural support engineering
- Structural calculations
- CM Coordination Meetings
- Technical Specifications
- Finalize floor plans
- Final finishes selection
- Regular coordination with the College and the project team
- Coordination with vendors and consultants



- Preparation of Construction / Permit Documents:
 - Cover Sheet and Code Plans
 - Architectural;
 - i. Demolition plans
 - ii. Floor plans
 - iii. Reflected ceiling plans and details
 - iv. Interior elevations and details
 - v. Casework and equipment plans and details
 - vi. Finish plans
 - vii. Door and window schedules
 - Structural;
 - i. Details for overhead coiling door
 - ii. General notes and details
 - Electrical;
 - i. Demolition plans
 - ii. New work power plans
 - iii. New work lighting plans
 - iv. Fire alarm system design
 - v. Conduits and back-boxes for AV and data/telephone wiring
 - vi. Schedules and details
 - Mechanical;
 - i. Modification to existing mechanical systems
 - ii. Schedules and details
 - Fire Protection;
 - i. Hazard plan, general notes and details (delegated design system)
- Conduct our in-house 'Fresh-Eye' quality control review of permit package.
- CSI format specifications and project manual
- Plan Review submission and address Plan Reviewer comments
- Prepare (3) sets of signed and sealed drawings for permit / field use

Bidding / Pricing Support (Hourly / As Requested) – services may include:

- Provide pricing documents to Owner and CM
- Attend a pre-bid meeting
- Review and respond to Construction Manager RFI
- Issuance of addenda (as/if necessary)
- Prepare a Conformed Contract Document Set

Construction Administration (Hourly / As Requested) – services may include:

- Attend Pre-Construction Meeting
- Attend team coordination calls
- Attend OAC meetings
- Review CM submittals and shop drawings plus keep associated logs
- Respond to CM RFI's
- Issue Architect's Supplemental Instructions (ASI) as required
- Review CM payment applications
- Review change order requests
- Inspection at Substantial Completion (all disciplines)
- Inspection at Final Completion
- Coordinate Closeout documents with the CM



Professional Services Fee:

Spiezle Architectural Group, Inc. and our team of qualified consultants, shall provide the professional services indicated above to Indian River State College for the **following fees:**

Construction / Permit Documents:	\$29,550
Bidding / Pricing Support:	Hourly
Construction Administration:	Hourly

The Construction / Permit Document fee is broken down as follows:

Architectural:	\$15,250
Structural:	\$6,400
M/E/Fp Engineering:	\$7,900
Total:	\$29,550

Reimbursable Expenses:

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

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

Additional Services:

Should any additional services be required or requested beyond those included under the scope of work outlined in this proposal, they shall be billed in accordance with our Standard Hourly Fee Schedules once the additional service was approved by the Owner.

Assumptions:

The proposed fees are based upon the following assumptions:

- The Scope of Work will be based on the attached plan.
- Areas not identified are considered to not be in the scope of the project.
- The College / CM will coordinate bidding and procurement.
- Finishes will in accordance with Campus Standards and provided by College.
- The College will provide direction regarding AV / IT requirements, including product information.
- The occupancy of the project will not be changed significantly as part of the project.
- Existing building-wide HVAC is assumed to be in good condition and will be modified to suit the remodel.
- Existing electrical service is sufficient to support the proposed improvements.
- Existing plumbing systems remains unchanged - no plumbing work.
- The fire protection system (piping and heads) will be modified to suit the proposed plan arrangement.
- The construction will occur in a single phase.
- Construction Manager is a separate and direct contract to the College.



Exclusions:

The proposed fees are based upon the following items being excluded from our scope of work. Note that should these services be requested, Spiezle Architectural Group, Inc. would be pleased to provide them as an additional service pursuant to the Standard Fee Schedule below.

- Plumbing engineering – there is no plumbing work included in the project area
- Water flow tests for sprinkler systems
- Fire Alarm control panel replacement – it is assumed the existing NAC and initiation circuits have sufficient capacity to accommodate the new devices
- Fire protection calculations – it is assumed that the fire protection contractor shall provide all calculations and shop drawings, as required for a fully functional system
- Upgrades to the other areas of the building
- Design and engineering for temporary cooling
- Design for improvements in temporary / swing spaces
- Geotechnical investigation and engineering
- Site / Civil engineering
- Graphic and signage / wayfinding design
- Security system design (locations and infrastructure is included)
- Audio visual system design (Owner to provide standards and equipment requirements)
- Low voltage wiring and devices – we will provide pathways and boxes
- Acoustic consulting
- Furniture design and procurement (can be provided as an additional service)
- Deconstructive investigation – the limits of our survey are limited to what can be visually observed without removal of materials or equipment
- Material testing of any kind; including hazardous materials testing, specification, or abatement
- Special inspections / Third-party testing
- Hi-Resolution renderings (concept renderings from REVIT model will be provided to convey design)
- Green Building Certification
- Energy modeling
- Life Cycle Cost Analysis
- Commissioning
- Owner requested design changes following the design development phase or during construction
- Application fees and escrow deposits to the municipality or other regulatory review agency
- Presentations to Planning or Zoning Boards.
- Re-design necessitated by changes in applicable codes
- Documents Prepared For:
 - a. Alternate bids exceeding original contract scope
 - b. Excessive change orders review and associated document updates
 - c. Multiple construction contracts
 - d. Record documents/As-builts
- Reimbursable expenses and printing

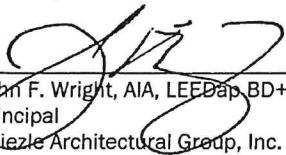


Terms and Conditions:

The Terms and Conditions of our previously executed contract for Architecture Continuing Services are applicable for this contract agreement.

We at Spiezle Architectural Group, Inc., appreciate the opportunity to continue to provide professional services to Indian River State College, and look forward to our continued involvement in enhancing your campus facilities. Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



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

Anthony J. Donadio

Anthony J, Donadio, AIA, NCARB
Principal
Spiezle Architectural Group, Inc.

Attachments:

Scope Floor Plan

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

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



INDIAN RIVER
STATE COLLEGE

PURCHASING

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

Madyson Lee

Procurement Agent

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

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

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

This letter serves as official notification that Indian River State College will partner with **Spiezle Architect Group** on a continuing service contract.

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

Our recommendations were presented to the District Board of Trustees and received approval during the February 25, 2025 meeting.

The terms and conditions stated in the original solicitation document, RFQ #24/25-06 are legally binding requirements of this award. In addition, a separate contract will follow for these services.

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

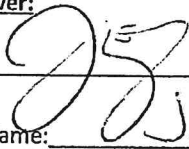
The initial contract term will begin for one (1) year, commencing on March 1, 2025, and concluding

on February 28, 2026. If the college wishes to move forward with a renewal, an addendum to this award will be sent for each additional year. There are options for renewal for year two (2) March 1, 2026 – February 28, 2027 and year three (3) March 1, 2027 – February 29, 2028.

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

Spiegle Architectural Group, Inc.


Approver:

BY: 
Print Name: John F. Weight, AIA

Title: Principal

Date: 2.26.25

Witness:

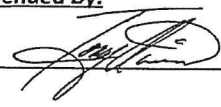
BY: 
Print Name: Steve Leone, AIA

Title: Principal

Date: 2.26.25

Indian River State College

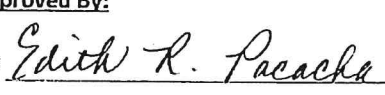
Recommended By:

BY: 
Print Name: Tony Quinn

Title: AVP of Facilities

Date: 2/27/2025

Approved By:

BY: 
Print Name: Edith Pacacha

Title: VP of Finance & Administration/CFO

Date: 3/3/2025



TOPIC: Change Orders

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the following Change Orders:

- Charles Perry Partners, Inc. Change Order #OC-002, IRSC Blackburn Educational Building \$212,456.52
- Charles Perry Partners, Inc. Change Order #OC-003, IRSC Blackburn Educational Building \$158,284.82
- Jacquin & Sons, Inc. Change Order #001, Architects Project N 250003, IRSC Phase 3 Remodel Science Building “N” \$80,888.92

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26



CHANGE ORDER FORM

Change Order No. Two (2) Contract ID No. _____ Date 4/14/2026
 Vendor: Charles Perry Partners, Inc.
 Vendor Address: 8200 NW 15th Place, Gainesville, FL 32606
 Project No./Name: IRSC Blackburn Educational Building

Change Order Proposal(s), dated 4/14/2026 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

"See attached CPPI sheets for list of added work."

Change Order Proposal Justification:

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 \$212,456.52.

The Time of Completion is extended N/A 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			\$1,744,431.00
Change Order #1		0	\$196,629.01
Change Order #2		0	\$212,456.52
Change Order #3			
Current Totals			\$2,153,516.53

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.


Song + Associates, Inc
Architect/Engineer

Robert Castrovinci, AIA Project Architect
Name and Title (print)

Signature

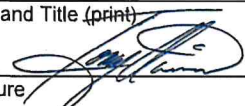
4/14/2026
Date

Charles Perry Partners, Inc.
Contractor (Name of Firm)

Kyle Twardoski Project Manager
Name and Title (print)

Signature

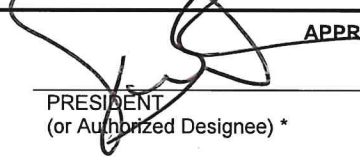
4/14/2026
Date

AVP
Indian River State College - Employee
Recommending Change Order Approval

Tony Quinn - AVP of Facilities
Name and Title (print)

Signature

4/15/2026
Date

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

CONTRACT STATUS		APPROVAL		
Original Contract Value	<u>\$1,744,431.00</u>		<u>4/22/26</u>	
Aggregate Previous Contract increases by CO/Amendment	<u>\$196,629.01</u>		PRESIDENT (or Authorized Designee) *	DATE
Aggregate Previous decreases by CO/Amend	<u>\$0.00</u>			
Value After Prior COs/Amend	<u>\$1,941,060.01</u>	Department VICE PRESIDENT (or Authorized Designee)	DATE	
This CO/Amend Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	<u>\$212,456.52</u>	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE	
CURRENT CONTRACT VALUE	<u>\$2,153,516.53</u>	(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.



Owner Change Order

Project:
01-05-26048 - IRSC Blackburn

Contractor:
Charles Perry Partners, Inc.
8200 NW 15th Place
Suite 135
Gainesville, Florida, 32606

Change Order Number: OC-002
Title: Change Order 2
Change Order Date: Apr 14, 2026
Contract Date: Apr 14, 2026

The Parties intend for this Change Order to modify the Contract Agreement between Contractor and Owner (hereinafter referenced in all instances as the "Agreement") for the referenced project and job number; however, to the extent that the terms of this Change Order do not modify said Agreement, the Parties recognize and agree that they remain bound by the Agreement, including but not limited to the terms specifically pertaining to change orders, and that by signing this Change Order, the Parties express their intent to remain so bound.

Detail changes are listed below:

Cost Items:

Number	Name	Description	Amount	PCO#
01	Re-Install Base		11,735.00	CE010
02	Re-Skim Walls		50,017.36	CE010
03	Re-Paint Walls		15,486.14	CE010
04	Paint 3 Stairwells		6,770.11	CE010
05	Repair Arbor from GMP		-9,637.00	CE010
06	Arbor Full Demo		5,900.00	CE010
07	Paint Arbor		4,707.30	CE010
08	Roof Inspection & Soft Wash Roof		4,600.00	CE010
09	Sod/Landscaping		24,000.00	CE010
10	Temp Toilet Partitions		12,719.00	CE010
11	Sidewalk at Arbor		12,000.00	CE010
12	Float Restroom Vestibules		1,800.00	CE010
13	Materials Testing		2,500.00	CE010
14	FPUA Power Shutdown		20,000.00	CE010
15	Architect/Engineer Fees		23,500.00	CE010

Markups for the above items are listed below:

Number	Name	Description	Amount	PCO#
16	Builders Risk		707.17	CE010
17	P&P Bond		1,860.98	CE010
18	General Liability		1,027.26	CE010
19	CM Fee		22,763.20	CE010



Total Approved Change Order: 212,456.52

Contract scope changes:

Does not include any added GC's/GR's. CPPI reserves the right to add GC's/GR's in future Change Order.

Original Contract Sum	1,744,431.00
Previously approved Change Orders	196,629.01
Contract Sum prior to this Change Order	1,941,060.01
Contract Sum adjustment by this Change Order	212,456.52
Revised Contract Sum including this Change Order	2,153,516.53
The Contract duration will be increased / decreased	days
Revised Substantial Completion Date	



The parties agree that the signatures to this Change Order may be affixed electronically by whatever means the parties deem most expedient and that once the Change Order is conveyed with a signature, however its affixed, it will be binding on the signing party

CONTRACTOR

Charles Perry Partners, Inc.

BY (Signature)

A handwritten signature in blue ink, appearing to read "Kyle Twardoski".

Kyle Twardoski

DATE 4/14/2026

OWNER

District Board of Trustees of Indian River State College

BY (Signature)

DATE _____



CHANGE ORDER FORM

Change Order No. Three (3) Contract ID No. _____ Date 4/24/2026
 Vendor: Charles Perry Partners, Inc.
 Vendor Address: 8200 NW 15th Place, Gainesville, FL 32606
 Project No./Name: IRSC Blackburn Educational Building

Change Order Proposal(s), dated 4/14/2026 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

"See attached CPPI sheets for list of added work."

Change Order Proposal Justification:

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 \$158,284.82.

The Time of Completion is extended N/A 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			\$1,751,191.00
Change Order #1		0	\$196,629.01
Change Order #2		0	\$212,456.52
Change Order #3		0	\$158,284.82
Current Totals			\$2,318,561.35



Owner Change Order

Project:
01-05-26048 - IRSC Blackburn

Change Order Number: OC-003
Title: Change Order 3
Change Order Date: Apr 24, 2026
Contract Date: Apr 24, 2026

Contractor:
Charles Perry Partners, Inc.
8200 NW 15th Place
Suite 135
Gainesville, Florida, 32606

The Parties intend for this Change Order to modify the Contract Agreement between Contractor and Owner (hereinafter referenced in all instances as the "Agreement") for the referenced project and job number; however, to the extent that the terms of this Change Order do not modify said Agreement, the Parties recognize and agree that they remain bound by the Agreement, including but not limited to the terms specifically pertaining to change orders, and that by signing this Change Order, the Parties express their intent to remain so bound.

Detail changes are listed below:

Cost Items:

Number	Name	Description	Amount	PCO#
01	Re-Moving Furniture		35,000.00	CE014
02	Generator/ATS		115,916.56	CE014
03	Low Voltage, Outlets & InstaHots		16,083.54	CE014
04	Seal Roof		15,000.00	CE014
05	ATS Concrete Demo & Pourback		5,000.00	CE014
06	Knox Boxes		2,000.00	CE014
07	Sod for Gas Easement		15,199.25	CE014
08	Contingency Offset		-74,837.00	CE014

Markups for the above items are listed below:

Number	Name	Description	Amount	PCO#
09	Builders Risk		775.96	CE014
10	P&P Bond		2,041.99	CE014
11	General Liability		1,127.18	CE014
12	CM Fee		24,977.34	CE014

Total Approved Change Order: 158,284.82

Contract scope changes:


Original Contract Sum	1,751,191.00
Previously approved Change Orders	409,085.53
Contract Sum prior to this Change Order	2,160,276.53



Contract Sum adjustment by this Change Order	158,284.82
Revised Contract Sum including this Change Order	2,318,561.35
The Contract duration will be increased / decreased	0 days
Revised Substantial Completion Date	



The parties agree that the signatures to this Change Order may be affixed electronically by whatever means the parties deem most expedient and that once the Change Order is conveyed with a signature, however its affixed, it will be binding on the signing party

CONTRACTOR Charles Perry Partners, Inc.	OWNER District Board of Trustees of Indian River State College
BY (Signature)  Kyle Twardoski	BY (Signature)
DATE <u>4/24/2026</u>	DATE _____



CHANGE ORDER FORM

Change Order No. 001 Contract ID No. 250003 Architect's Project N Date 4.16.26
 Vendor: JACQUIN & SONS, INC
 Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
 Project No./Name: IRSC Phase 3 Remodel Science Building "N"

Change Order Proposal(s), dated 04/8/2026 are hereby being designated for approval of the following work:

This Change Order: CO#001 – IRSC Phase 3 Remodel Science Building "N"

1. Mens Restroom 229, Womens Restroom 201 - Add wall tile to ceiling height in both restrooms on all walls previously shown as wainscot.- \$12,000.00
2. Furnish & install steel partitions per plans and restroom accessories per attached quote.- \$8,193.47
3. Provide low voltage per plan including sheilded drops to projectors.- \$36,655.00
4. Rooms 306/314 switch epoxy flake to quartz system as completed in Phase 1 &2.- \$16,031.00

Subtotal- \$72,879.47

Overhead & Profit- \$7,287.95

Bond- \$721.51

Total Increase.....\$80,888.92

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 **\$80,888.92**.

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

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Phase 3 Remodel Science Building "N"	0	\$ 8,968,372.06
Change Order #1	Restrooms, vottage, epoxy changes	0	\$ 80,888.92
Current Totals			\$9,049,260.98

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.

Spiezle Architectural Group Architect/Engineer	John F. Wright, AIA, NCARB, LEEDap, WELL ap Name and Title (print)	April 16, 2026 Date
	 Signature	
Paul Jacquin & Sons, Inc Contractor (Name of Firm)	Cole Singley Project Manager Name and Title (print)	April 17, 2026 Date
	 Signature	
Indian River State College - Employee Recommending Change Order Approval	Tony Quinn - AVP of Facilities Name and Title (print)	4/20/2026 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
Original Contract Value \$ 8,968,372.06 Aggregate Previous Contract increases by CO/Amendment \$0 Aggregate Previous decreases by CO/Amend \$0 Value After Prior COs/Amend \$ 8,968,372.06 This CO/Amend Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/> \$ 80,888.92 CURRENT CONTRACT VALUE \$ 9,049,260.98	<div style="text-align: center; margin-bottom: 20px;"> _____ PRESIDENT (or Authorized Designee) * 4/20/2026 DATE </div> <div style="text-align: center; margin-bottom: 20px;"> _____ Department VICE PRESIDENT (or Authorized Designee) _____ DATE </div> <div style="text-align: center;"> _____ CHIEF FINANCIAL OFFICER (or Authorized Designee) _____ DATE </div> <p style="text-align: center;">(Verification)</p>

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.



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:

- | | |
|--|-------------|
| • Care Security Systems, N Building Genetec Access Control | \$28,939.61 |
| • Carolina Carports, Massey, Two 30x50 Storage Facilities | \$44,446.50 |
| • Michael Repeer, Addendum #02 | \$42,250.00 |
| • Sign On, LLC | \$12,564.47 |
| • Weather King Portable Buildings, Mueller Shed | \$13,380.40 |

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26



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 **Care Security Systems** (the "Contractor") having a principal place of business at **618 E. South St. Suite 500 Orlando, FL 32801 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: **N-Building Genetec Access Control Installation** to be provided in accordance with the Contractor's Proposal dated **3/25/2026** **[Based on Proposal # 84730]** 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 3209 Virginia Avenue; N-buidling Fort Pierce, FL 34981**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, 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-Eight Thousand Nine-Hundred Thirty-Nine and 61/100 Dollars (\$28,939.61)** and under no circumstances whatsoever shall the fee exceed, **Twenty-Eight Thousand Nine-Hundred Thirty-Nine and 61/100 Dollars (\$28,939.61)** 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:

[Care Security Systems]
Contractor/Vendor/Supplier Name

Justin Parish

Signature

Justin Parish, Director of Sales

Name and Title

9 Hemion Rd

Address

Montebello, New York 11901

City, State, Zip

11-2974370

Unique Entity ID (sam.gov) or Tax ID

4-7-2026

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:

Nichole Rummo

Administrator's Signature

Nichole Rummo, Project Manager

Name and Title

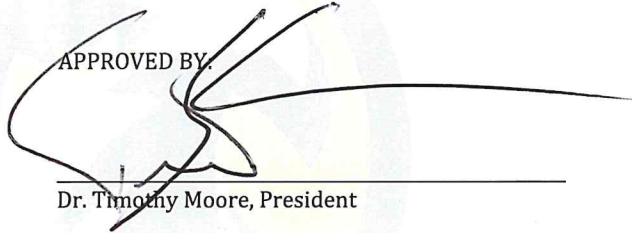
Indian River State College, Capital Planning, Projects, and Facilities

College/Department

4/9/26

Date

APPROVED BY:



Dr. Timothy Moore, President

4/14/2026

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.**

Care Security Systems, Inc.

9 Hemion Road
Suite 201
Montebello, NY 10901
Phone: (845) 354-3367
Fax: (845) 694-7770
www.caresecuritysystems.com



CARE SECURITY SYSTEMS

Exhibit A

Proposal

Proposal Date	Proposal #
3/25/2026	84730

Bill To:

Jacquin & Sons Construction
7348 Commercial Circle
Fort Pierce, FL 34951

Service Location:

Indian River State College
3209 Virginia Avenue
Fort Pierce FL 34981

Contract Details

Indian River State College N Building Genetec Access Control

Scope of Work:

Care Security to provide, install and program the following:

- Card access for 10 doors.

Contract Information

Care Security GSA Contract #47QSWA19D0088

Genetec GSA Contract #47QSWA18D0050

Please Note:

- Electronic locking hardware for card access to be provided and installed by others.
- Fire alarm contractor to tie in fire alarm relay to the electromagnetic locks.
- Work to be performed during normal business hours, M-F, 9 AM - 5 PM, by nonunion labor with GSA rates:
 - All cable installation and testing labor will be billed at a rate of \$95.01/hr.
 - All programming labor will be billed at a rate of \$140.08/hr.
 - All project management labor will be billed at a rate of \$161.09/hr.
- All programming referenced is standard system programming and configuration. This excludes advanced programming such as analytics, integrations, biometrics, etc.
- Any existing non-functioning components will be replaced at standard T&M rates.
- All work performed by others will be as per Care Security's design and specification.
- All parts covered under manufacturer's warranty with a minimum of one year.
- All labor covered under Care Security Systems 1 Year Warranty.

Payment Terms:

Net 30: Project will be billed with the following schedule of values:

TBD

All prices are subject to change. This estimate is valid for 30 days excluding tariffs:

Certified WBE Company
Licensed by the New York State Department of State - License# 12000107404
New Jersey Burglar Alarm, Fire Alarm and Locksmith Business License #34AL00001800
Florida - License # EF20001747

Care Security Systems, Inc.

9 Hemion Road
 Suite 201
 Montebello, NY 10901
 Phone: (845) 354-3367
 Fax: (845) 694-7770
 www.caresecuritysystems.com



**CARE
 SECURITY
 SYSTEMS**

Proposal

Proposal Date	Proposal #
3/25/2026	84730

Bill To:

Jacquin & Sons Construction
 7348 Commercial Circle
 Fort Pierce, FL 34951

Service Location:

Indian River State College
 3209 Virginia Avenue
 Fort Pierce FL 34981

Some or all of the items quoted may be subject to tariffs, duties, or other surcharges related to changes in trade policy, none of which are reflected in the attached quote, but which will be invoiced to and the responsibility of customer if applicable.

Description	Qty	Unit Amount	Total
Access Control			
Genetec - Advantage for 1 Synergis Pro Reader – 1 year	10	\$17.93	\$179.30
LSP - 16 Door Power Supply with E4M1 Mercury backplane and doorplate, with 12 and 24V power supplies	1	\$1,093.19	\$1,093.19
Yuasa Enersys - 12V 7Ah Lead Acid Battery	2	\$27.44	\$54.88
Genetec - Mercury MP1502 Intelligent Controller, 2 doors, up to 4 readers with OSDP, 2 reader connection licenses included - Add GSC-SY-X-1RE if more reader connections are needed	1	\$1,736.52	\$1,736.52
Genetec - Mercury MR52 2-reader interface module series 3 (8 inputs, 6 relays, PCB only, software connections included)	4	\$834.26	\$3,337.04
MTB15 CE-020-942 - Schlage - Single gang mount mobile enabled multi-technology reader With Indian River State College Key. CardTrax CTX1751.	10	\$291.48	\$2,914.80
Honeywell - IS310WH RTE motion detector - white	10	\$111.16	\$1,111.60
GRI - 3/4" recessed door contact, white	16	\$7.27	\$116.32
Windy City Wire - Access Control Composite Cable, Yellow, 500 feet	4	\$1,023.15	\$4,092.60
Miscellaneous: Mounting hardware, power injector, cable ties / tags. etc	1	\$492.80	\$492.80
Installation & Programming		\$13,810.56	\$13,810.56
		Subtotal: \$28,939.61	

	Subtotal:	\$28,939.61				
	Sales Tax:	\$0.00				
	Estimate Total:	\$28,939.61				
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; border-top: 1px solid black; text-align: center;">_____ Representative Signature</td> <td style="width: 15%; border-top: 1px solid black; text-align: center;">_____ Date</td> <td style="width: 33%; border-top: 1px solid black; text-align: center;">_____ Customer Signature</td> <td style="width: 15%; border-top: 1px solid black; text-align: center;">_____ Date</td> </tr> </table>			_____ Representative Signature	_____ Date	_____ Customer Signature	_____ Date
_____ Representative Signature	_____ Date	_____ Customer Signature	_____ Date			



Care Security Systems Inc. T&C

Customer:

Address:

WO#

Date:

Table of Contents

<u>APPENDIX-A: WARRANTY</u>	<u>2</u>
<u>APPENDIX-B: TERMS AND CONDITIONS.....</u>	<u>2</u>
<u>1.Contract Acceptance</u>	<u>2</u>
<u>2.Schedule and Delivery</u>	<u>2</u>
<u>3.Payment</u>	<u>3</u>
<u>4.Travel and Living.....</u>	<u>3</u>
<u>5. Claims for Which Care Security Systems Inc. is Not Responsible</u>	<u>3</u>
<u>6. Customer Responsibilities</u>	<u>3</u>
<u>7. Responsibilities of Both Parties</u>	<u>4</u>
<u>8. Governing Law/Miscellaneous</u>	<u>4</u>
<u>9. Title and Risk of Loss</u>	<u>5</u>
<u>10. Limited Liability</u>	<u>5</u>
<u>Signature Page.....</u>	<u>6</u>



APPENDIX-A: WARRANTY

CSS warrants its installation services to be free from material defect for a period of one year from the date of project completion. Material installation defects reported, in writing, to CSS during the warranty period shall be repaired at no cost to the Client. CSS supplements Manufacturer Warranties with a 90 day labor agreement from the date of project completion. During this period CSS shall at no cost to you diagnose, remove, repair or replace, and reinstall products installed by CSS and determined after installation by CSS, in its sole and absolute discretion, to be defective. These limited warranties do not cover damage or faults resulting from: Vandalism, Force Majeure, improper or negligent operation or service by others, operation in environments exceeding Manufacturer Specifications or insufficient Preventive Maintenance. In the absence of other Service Agreements between CSS and the client, upon expiration of the CSS warranty period, problem determination and corrective actions will become the sole responsibility of the client and CSS shall have no further, and is hereby released from any, obligations under this Agreement and appendices. This includes contacting manufacturers for troubleshooting, providing asset information and requesting return materials authorizations directly.

APPENDIX-B: TERMS AND CONDITIONS

This Appendix describes the terms and conditions governing this transaction. This document, including the above Statement of Work and associated appendices are the complete agreement regarding this transaction and replace any and all prior written or oral communications regarding this scope of work.

1. Contract Acceptance

- A. Signing the Contract
- B. Issuing a Purchase Order

2. Schedule and Delivery

- a. Care Security Systems Inc. will use reasonable best efforts to attempt to meet your delivery and schedule requirements for equipment and services provided under this Agreement.
- b. Unless otherwise stated this project will be performed during First Shift (8:00 AM to 4:00 PM) on non-Weekend and non-Holiday days.
- c. Care Security Systems Inc. will not be responsible for delays to any schedule or delivery resulting from the insufficient lead time provided by you or third parties including, but not limited to, proposal acceptance, invoice payment, equipment shipping delays, required information, utility or cable issues or required authorizations.
- d. Portions of this work may be performed remotely at CSS offices.
Portions of this work may be assigned to an CSS Subcontractor.
- e. Unless otherwise stated in CSS Responsibilities, CSS shall not be responsible for patching or painting required as a result of the work of this proposal.
- f. If you fail to pay any installment or Progress Payment when due, we may without prejudice to any other right or remedy and without any liability to you interrupt, suspend, cancel this project. Such interruption, suspension or termination does not relieve you from paying any amount overdue and/or to be paid under this Agreement.



3. Payment

- a. (As noted above on proposal or 50% Deposit / 50% Due on Completion)
- b. Late Fees and Interest
- c. In the event you fail to make a payment when due and legal proceedings are commenced to collect the amounts due hereunder, you agree to pay all costs of collection, including court costs and reasonable attorneys' fees.

4. Travel and Living

- a. Unless otherwise stated this project has no requirements for travel outside of the five boroughs of New York City and such travel is not included in this proposal.

5. Claims for Which Care Security Systems Inc. is Not Responsible

- a. Any equipment, software, services, drawings, specifications or designs provided by you or a third party on your behalf which is incorporated into this Project.
- b. Your modification of the equipment or software of this Project.
- c. The integration of equipment or software with products not provided by Care Security Systems Inc..
- d. Loss of or damage to data.
- e. Lost profits, business, revenue, goodwill or anticipated savings.

6. Customer Responsibilities

- a. You agree that Hardware and Software obtained under this agreement is for use within your Enterprise and is not for resale, lease or transfer to a third party.
- b. You agree to provide Care Security Systems Inc. all necessary access to your properties and systems as may be required for Care Security Systems Inc. to complete its responsibilities and obligations. Access will be provided at no charge to Care Security Systems Inc..
- c. You agree to provide an operating environment meeting or exceeding all of the requirements specified for equipment provided under this Agreement.
- d. You agree to assume responsibility for all upgrades, updates and patches for operating systems, applications, drivers, BIOS and/or firmware provided under this Agreement.
- e. You agree to notify CSS in advance of accepting this proposal of all hazardous materials located in any area where the work described on this proposal may be performed and hereby agree to indemnify, defend and hold CSS, its officers, members, employees and contractors harmless from any and all damages relating in any way to such hazardous materials whether or not known to exist at the time of the execution of this Agreement. This includes but is not limited to Asbestos Containing Materials and Lead Paint Materials.
- f. You agree to coordinate the installation of all elevator traveler cables with the elevator service company of record at no cost to CSS.
- g. You agree to coordinate the installation of Fire Alarm Disconnect Relays in all locations specified by CSS with the Fire Alarm service company of record at no cost to CSS. CSS shall be under no obligation to activate Access Control equipment in violation of applicable code and law and the CSS project scope will be considered complete if the system is not able to be activated due to incomplete Client Responsibilities and would otherwise be operational.
- h. You agree any cabling work completed by others shall be sufficient for purpose installed, clearly labeled, tested, and terminated in a mutually agreed to manner and location.
- i. You agree to pay CSS when payments are due hereunder.
- j. You agree that no legal action will be brought more than one year after the cause of the action arose.
- k. You agree that we are not responsible for failure to fulfill any responsibility or obligation due



and we have the right to defer the date of completion (without liability to you) due to causes beyond our control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not related to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods or materials provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate this Agreement.

L. You agree that CSS shall not be liable for any missed milestone dates by other trades necessary for CSS to do CSS's work.

7. Responsibilities of Both Parties

- a. Both parties agree information exchanged is non-confidential. If the exchange of confidential information is necessary, a supplemental Confidentiality Agreement will be signed.
- b. Both parties agree to allow the other reasonable opportunity to review, reply and comply prior to entering a claim the other party has failed to meet their responsibilities or obligations.

8. Governing Law/Miscellaneous

- a. This Agreement shall be construed in accordance with and governed by laws of the State of New York applicable to agreements made and performed wholly in that State. In connection with any dispute which may arise under this Agreement, the parties hereto hereby irrevocably submit to, consent to, and waive any objection to, the exclusive jurisdiction of the courts of the state of New York located in the county of New York or of the United States District Court for the Southern District of New York, and waive any objection to the laying of venue in such court. The parties hereto admit that any such dispute may be resolved at least as conveniently in such a court as in any other court, and will not seek dismissal or a change of venue on the ground that resolution of such a dispute in any such court is not convenient or in the interests of justice.
- b. You agree not seek a jury trial or counterclaim in any action based upon or arising out of this Agreement or any related document or agreement. You agree not seek to consolidate any such action with any other action in which trial by jury has not been waived.
- c. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
- d. CSS's failure or delay in enforcing or the partial enforcement of any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement.



9. Title and Risk of Loss

- a. Care Security Systems Inc. bears the risk of loss for equipment until either of these first occur:
 - i. For equipment shipping to you, title will transfer including risk of loss when the product is delivered to the carrier for shipment. Thereafter, you assume the risk and are responsible for insurance or other protection you may deem necessary.
 - ii. For equipment installed by Care Security Systems Inc., title will transfer upon initial delivery to your property location. Thereafter, you assume the risk and are responsible for security and protection of the equipment, including equipment that Care Security Systems Inc. has delivered but may be part of an ongoing installation.

10. Limited Liability

- a. Client expressly acknowledges CSS and its affiliates, subcontractors, employee, agents and assigns (CSS) are not insurers against losses and that insurance against loss is the sole responsibility of the client. The payments and charges required by this TOS are based solely on the value of the services provided and are unrelated to the value of the premises or any personal property located on or near the premises. Client agrees that it is impractical and extremely difficult to ascertain or determine the amount of damages, if any, which may result from a failure by CSS to perform any of its obligations under this TOS or the failure of the equipment or video management system to operate properly. Client agrees that if CSS should be found liable to the client for loss or damages as a result of the failure of the equipment or video management system in any respect, CSS liability will be limited to two hundred and fifty dollars (\$250.00), which sum shall be paid and received as liquidated damages. Such liability shall be complete and exclusive. If for any reason this liquidated damages amount is deemed to be unenforceable by a Court of Law, then under no circumstances shall CSS be liable to client for any amounts in excess of the amounts paid to CSS by client under this Agreement. This limitation of liability applies to any and all loss or damage resulting directly or indirectly to persons or property, irrespective of cause or origin, whether as a negligence of CSS. Client agrees to indemnify and hold CSS harmless from all losses, damages and expenses incurred as a result of claims asserted against CSS by persons other than client based upon the performance or nonperformance by CSS of services performed or to be performed under this TOS or upon any failure of the equipment or video management system. Including, but not limited to the negligence or gross negligence of CSS. It is agreed that in no event shall CSS be liable for indirect, incidental, special, exemplary, punitive or consequential damages or for lost profits, savings or revenue of any kind whether or now CSS has been advised of the possibility of such damages.



Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date hereof.

Company

By: _____

Title: _____

Date: _____

Taxpayer I.D. No. _____

CARE SECURITY SYSTEMS, INC.

By: _____

Dolsa Renee Schwab

Title: Chief Executive Officer

Date: _____



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 Carolina Carports (the "Contractor") having a principal place of business at 187 Cardinal Ridge Trail Dobson, NC 27017 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: **Provide and Install two (2) 30Wx50Lx14H Slate Blue Metal Buildings** to be provided in accordance with the Contractor's Proposal dated 4/20/2026 **[Based on Proposal # ODR-000436/7]** 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: **2521 S 35th St 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: **Twenty-Two Thousand Two-Hundred Twenty-Three and 25/100 Dollars (\$22,223.25)** and under no circumstances whatsoever shall the fee exceed, **Forty-Four Thousand Four Hundred Forty-Six and 50/100 Dollars (\$44,446.50)** 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

Angie Maser HR
Printed Name and Title

angie.m@carolinacarports.com
Email Address

336-367-6400
Phone Number

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

Carolina Carports
Contractor/Vendor/Supplier Name

Angie Maser
Signature

Angie Maser - HR
Name and Title

187 Cardinal Ridge Tr.
Address

Dobson, NC 27017
City, State, Zip

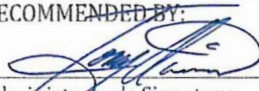
56-2028417
Unique Entity ID (sam.gov) or Tax ID

04-21-2026
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

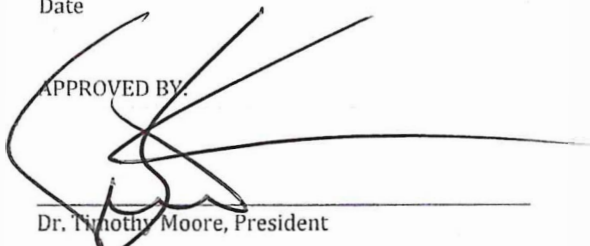
Facilities

College/Department

4/23/2026

Date

APPROVED BY:



Dr. Timothy Moore, President

4/30/2026

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.**

Exhibit A

Contract # ODR-000436

P.O. Box 1263 / 187 Cardinal Ridge Trail
 Dobson, N.C. 27017
 Email: cci@carolinacarpports.com
 Website: www.carolinacarpports.com



Toll Free: 1-800-670-4262
 Local: (336) 367-6400
 Fax: (336) 367-6410
 Fax: (336) 367-6411

DEALER	Cci Buildings - Jeff Clifford			DEALER PHONE NO.	(772) 318-6700		DATE	04/20/2026		
CUSTOMER NAME	Ipsc Katie Romberger			COUNTY	St Lucie		TAX	(Where Delivered) 0%		
ADDRESS	2521 S 35th St			CITY	Fort Pierce		STATE	FL	ZIP	34981
PHONE	WORK	(772) 462-7750		HOME	(772) 462-7750		OTHER			
ROOF STYLE	Regular		Boxed Eave		Vertical	<input checked="" type="checkbox"/>	GAUGE	14	12	<input checked="" type="checkbox"/>
UNIT SIZE	Width	30	Length	50	Height	14	POWER AVAILABLE	Yes	No	<input checked="" type="checkbox"/>
COLOR	Top	Galvalume	Sides	Slate Blue	Trim	Galvalume	Wainscot	Galvalume	UNCERTIFIED	CERTIFIED <input checked="" type="checkbox"/>
SURFACE TYPE	Ground		Cement		Asphalt		<input checked="" type="checkbox"/>	Wood	Other	
NOTE: EXCLUDES COMMERCIALS								All Orders C.O.D.		
1	30X50' Vertical Roof (Roof 51' Ga : 12 13/12' Roof Pitch)					\$10,250.00	Price		\$21,165.00	
1	14' Height					\$3,000.00				
1	170 MPH Wind Load Certified					\$0.00	Tax		\$0.00	
2	Ends - Closed Horizontal					\$5,600.00				
2	Sides - Closed Horizontal					\$2,600.00	Subtotal		\$21,165.00	
1	Front - 10x10' Garage Door (Roll-Up) Certified					\$1,050.00				
1	Front - 36x80" Walk-in Door (Man Door (High Wind Rated))					\$600.00			\$3,598.05	
1	Right - 10x10' Garage Door (Roll-Up) Certified					\$1,200.00			% Down Payment Before Tax	
1	Right - 36x80" Walk-in Door (Man Door (High Wind Rated))					\$600.00			Any order over \$15,000 requires a 50% payment of the balance due at the time of scheduling.	
1	Colored Screws					\$0.00				
1	Wainscot Galvalume					\$0.00				
1	Manufacturer Discount					(\$3,735.00)	Total		\$22,223.25	
Permit Required : Customer To Verify Installation Surface Levelled									Additional Labor Charge	
: No Electricity : No									Manufacturing Surcharge	
Engineered Drawing Fee : \$1,058.25									\$18,625.20	
							Balance Due at Installation			
							Payment Options:		<input checked="" type="checkbox"/> Cash	
							Check		M.O.	
							P.O.			
↓ Please Provide Placement And Spacing Of Windows, Doors And/Or Openings. ↓								C.C./E-Check (with a 2% processing fee)		
 30		 50		 50		 30				
Front View (Width)		Left Side (Length)		Right Side (Length)		Back View (Width)				

BINDING PURCHASE CONTRACT

LOT MUST BE LEVEL PRIOR TO INSTALLATION

CHECK WITH YOUR COUNTY/CITY TO SEE IF YOU NEED A ZONING AND/OR BUILDING PERMIT

This purchase agreement (the "Agreement") is made by and between Carolina Carports, Inc. ("CCI"), a North Carolina Corporation, and Ipsc Katie Romberger (the "Buyer"). Buyer agrees to buy, and CCI agrees to sell, pursuant to the terms listed in this Agreement, the item described above. Buyer has read and understands the terms of this Agreement, including the terms and conditions contained on the reverse side of this document and agrees to be bound by the same.

Customer: Ipsc Katie Romberger
 Email: kromberger@irsc.edu

CCI Representative: _____

THANK YOU FOR CHOOSING CAROLINA CARPORTS, INC.

Terms, Conditions, and Warranties

1) Products and Warranties Buyer has been educated about CCI's various products and warranties.

2) Warranty Limitations

a) Unlevel Installation Site Voids Warranty. Warranties shall be immediately void if the foundation is not level prior to installation. Units installed on an installation site that is not level will be installed "as is."

b) Modification of Structure Voids Warranty. Warranties shall be immediately void if the buyer alters the unit in any manner.

c) Baseraill Leaks. CCI does not seal under the base of the unit and is not responsible for leaks under the baseraill.

3) Pricing Terms

a) Price Subject to Change. CCI's prices are subject to change without notice.

b) Additional Charges

i) Labor Charge. Buyer will pay an additional labor charge of not less than fifty dollars (\$50.00) if the installation contractor is required to dig, level, carry installation materials further than a reasonable distance or install the unit on any wall, dock, or over any existing structure.

ii) Service Charge. Buyer will pay a service charge of not less than or limited to two hundred dollars (\$200.00) if the installation contractor must return to install an addition to an existing unit or if unit must be re-shipped due to customer error, unlevel jobsite or other similar issue.

iii) Taxes and Fees. Buyer agrees to pay all applicable sales or other taxes, unless exempt therefrom. Freight fees and surcharges may apply depending on location and size of order.

iii) Right to Correct. CCI shall have the right to correct any pricing or tax errors made by the dealer. Prices for orders will only be guaranteed for a 90 calendar day period. If an order is on hold for more than 90 days, customer will be subject to a price increase that equals CCI's current pricing at the time of delivery/installation.

4) Payment Terms

a) Down Payment. Buyer shall pay dealer a down payment equal to **\$3,598.05** of the price at the time of the sale. Buyer shall not pay the dealer an amount exceeding the down payment. In the event Buyer pays dealer an amount exceeding the down payment, Buyer does so at his own risk with the understanding that Buyer is contractually obligated to remit payment of the remaining balance of the purchase price (the "Balance") as set forth below.

b) Balance. Buyer shall pay the balance to the installation contractor on the date of installation. Payment may be made by check, money order, ACH transfer or credit card. Payments made by credit card are subject to an additional fee equal to two percent (2%) of the balance paid by credit card.

c) Excess Down Payment. If Buyer pays more than the required Down Payment at the time of the sale, CCI must receive these funds from the Dealer prior to installation or CCI will not schedule installation without payment from the Buyer.

d) No Refunds. In the event Buyer cancels the order, Buyer shall receive no refund of the down payment.

e) Security Interest. Buyer expressly agrees that the unit shall remain property of CCI until the purchase price under the agreement is paid in full. CCI hereby retains a purchase money security interest in the unit as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where the unit is being installed. Failure to pay the purchase price under the agreement will result in repossession of unit. Repossession does not relieve Buyer from liability for specific performance of the agreement and does not entitle the buyer to any reimbursement or monies paid to date.

5) Delivery and Installation: Limitation on Liability

a) Delayed Delivery. CCI is not responsible for changes in delivery dates caused by circumstances out of CCI's control, including but not limited to inclement weather conditions, installation contractor running behind, accidents, mechanical issues and acts of God.

b) Buyer Responsible for Locating Underground Utilities. Buyer is responsible for informing installation contractors of any underground/overhead cables, gas lines, utility hazards, or relevant matters prior to installation. This may require Buyer to contact the utility company to request that the locations of the utilities be marked. **Buyer agrees to indemnify and hold CCI and contractors harmless for any damage done to lines, pipes, cables, or other utility instrumentalities during installation.**

c) Buyer Responsible for Permits. Buyer shall be solely responsible for, and shall obtain, any necessary city or county permits prior to commencement of installation. **Buyer agrees to indemnify and hold CCI harmless for violation of any city or county ordinance or code.**

d) Limitation on Liability. CCI or the contractor will not be liable to Buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies that may result from material concerns, installation, access to property or any other situational circumstances. CCI will not be liable for any misinformation provided by dealers during the sales process.

e) Lead Times. Lead times are for estimation purposes only. Lead times will vary based on location, size of order, orders within a certain area, weather and other factors. No lead time is guaranteed. Orders under \$5000 are considered work in orders and do not have an estimated lead time. CCI is not responsible for misinformation provided by the dealer regarding lead times.

6) Jurisdiction and Venue. The parties hereto: (i) consent to submit itself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties here to waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto.

7) Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina.

8) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

9) Entire Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or oral communications, representations and agreements relating to the subject matter of this agreement.

10) Modification. The terms of this Agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended only by a written instrument executed by the parties hereto.

11) Waiver; Enforceability. The waiver by any party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of any party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable.

12) Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Governing Law, and Survival.



Corporate Headquarters
187 Cardinal Ridge Trail, Dobson, NC 27017
Toll Free 1-800-670-4262 • www.carolinairports.com

General Lift Requirements (*Applies To*):

- ~Any unit taller than **14 feet**
- ~Triple-wide buildings with **13-foot or taller legs AND a 5:12** roof pitch (or steeper)
- ~Any building wider than **30 feet**

- Customers must pay 1/2 of the balance at the time CCI calls to schedule delivery, prior to installation if the retail is \$15K or more. Exceptions may be made for P.O.'s.
- Customers are responsible for inquiring about local city and county requirements for their structure, foundation, etc.
- If site specific drawings are required, the customer will be responsible for the engineering fees. Engineering fees vary based on the size of the structure.
- Lift Requirements:
 - The perimeter of the foundation must allow space for the width of the lift on all 4 sides.
 - On site by 7am the morning of delivery. Contractor charges may apply for delays.
 - Telescopic Forklift
 - 20' Reach - 40' Reach (Dependent on the Height of Structure)
 - 6000lbs. Capacity Minimum



- A freight charge may be applicable depending on the size of the structure.
- Customer is responsible for providing and covering the cost of any required lift rental.

Customer Signature

Date

2521 S 35th St

Street Address

FL

State

34981

Zip Code

Levelled Land Agreement

CCI Buildings greatly appreciates your purchase, however it is imperative that your ground is professionally levelled before the unit can be installed. CCI Buildings & our subcontracted installation crews that we work with will not be able to install the structure if any of the following are indicated at the construction site, please contact your CCI Buildings's Building Specialist.



Wall Installation - 3 Feet Maximum



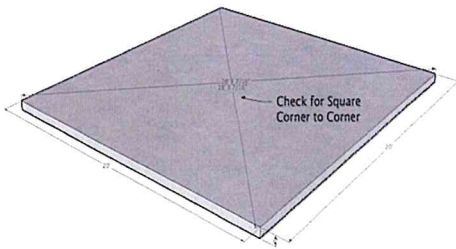
No Installs on Stacked Blocks



No Installs on Floating Docks



No Installs on Unlevel Land



Slab Must Be Level & Square

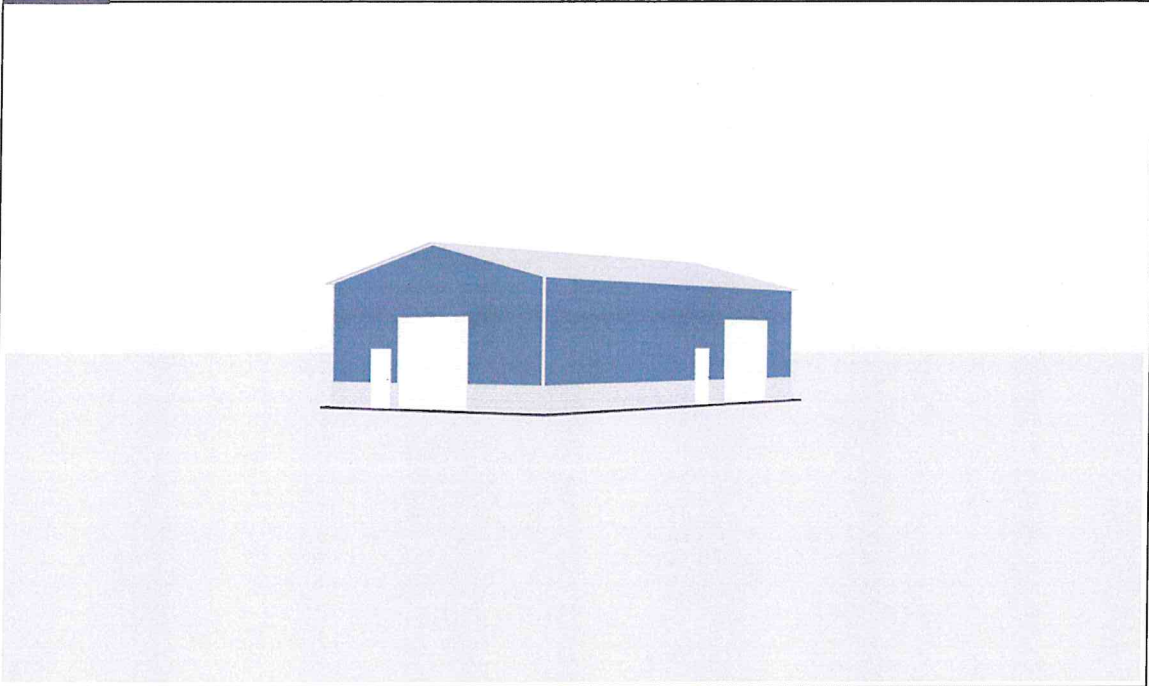


No Installs on Slopes Over 12"

By signing below the buyer ensures CCI Buildings that the ground is professionally level while also acknowledging that if the installation crew is unable to install the structure due to an unlevel foundation there will be a return trip fee along with a restock fee that must be paid before returning to the site.

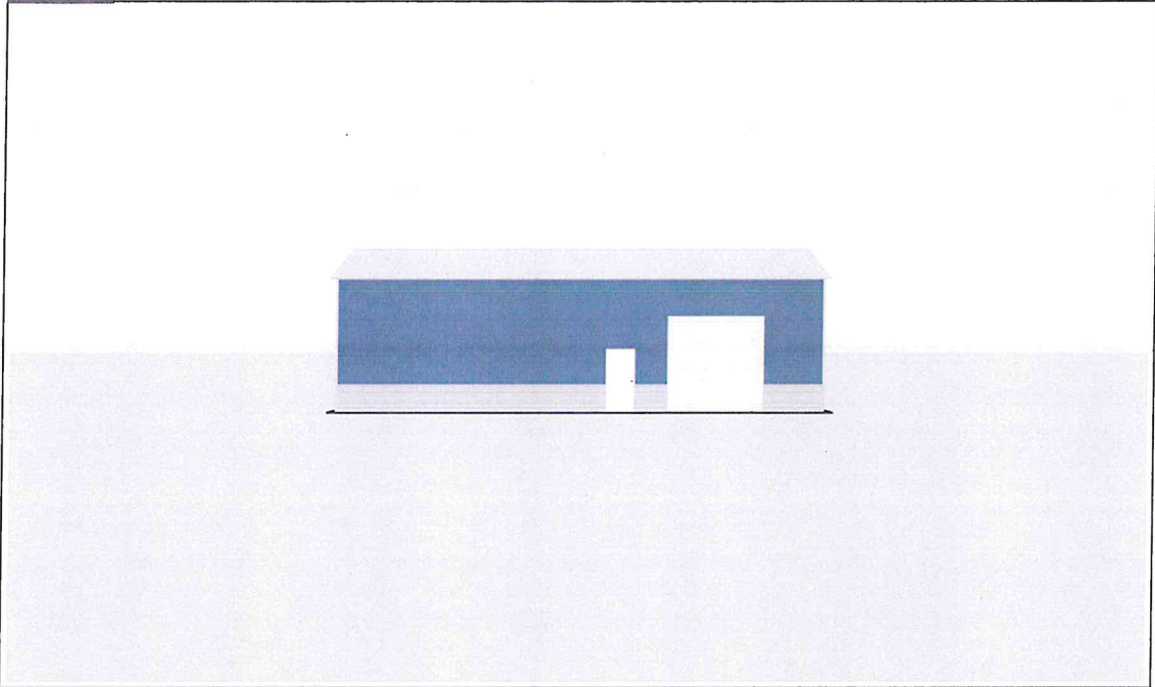
Thank you for your understanding and once again we appreciate your business.

BUILDING VIEW



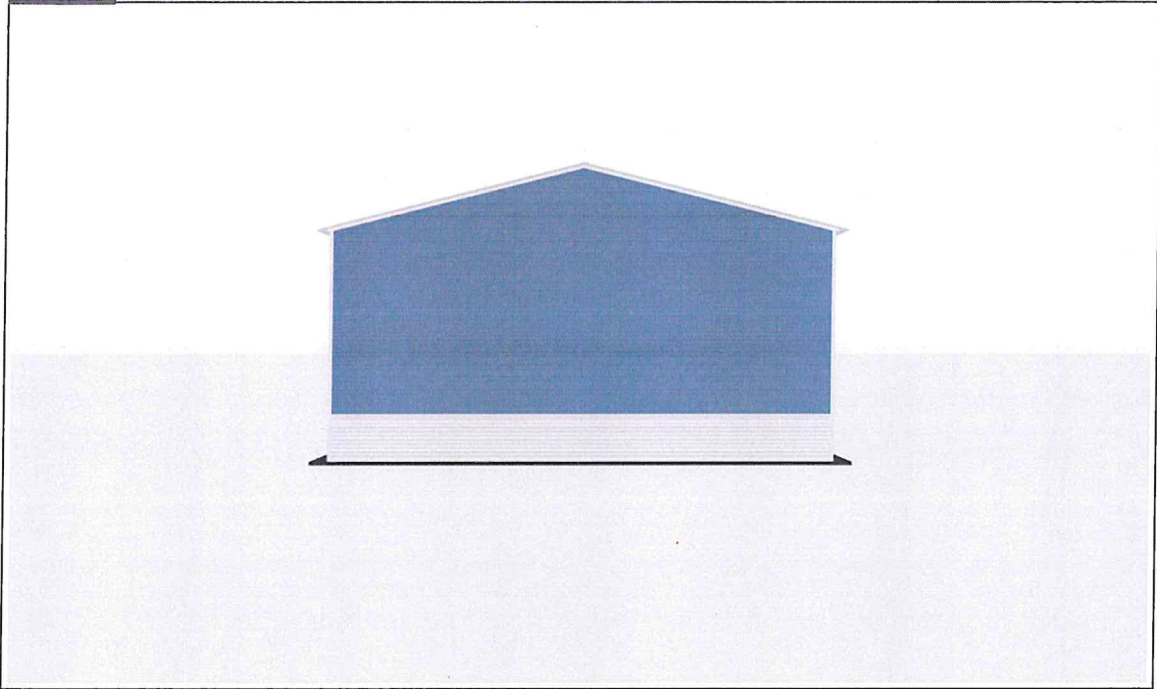
FRONT

BUILDING VIEW



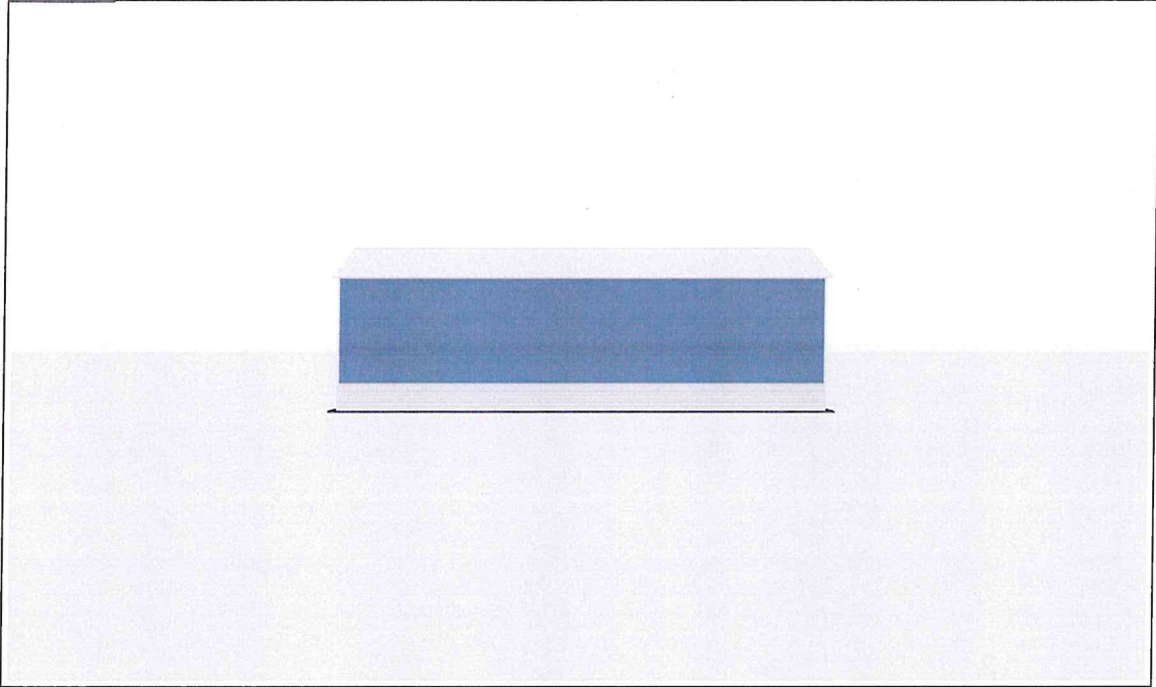
RIGHT

BUILDING VIEW



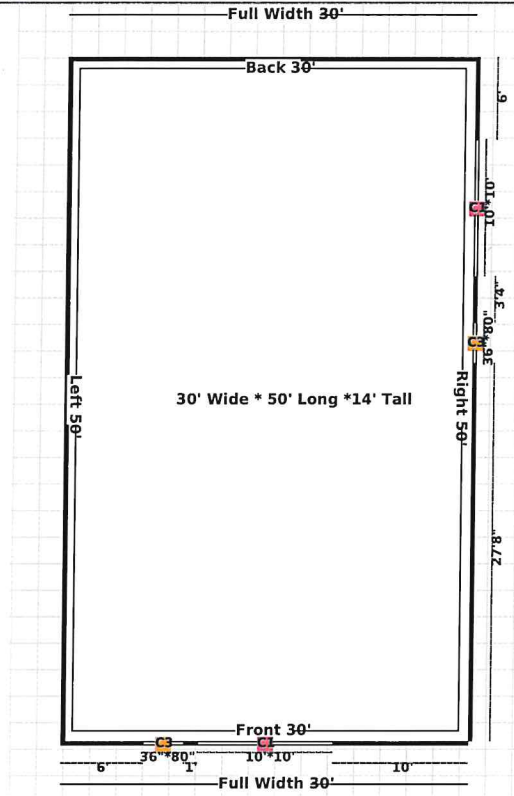
BACK

BUILDING VIEW



LEFT

2D DRAWING-1



LEGENDS

- C1 Garage Door
- C2 Garage Door Frameout
- C3 Walk in Door
- C4 Walk in Door Frameout
- C5 Windows
- C6 Windows Frameout
- C7 Open Wall
- C8 Close Wall
- C9 Distance
- C10 Storage Length (Utility)
- C Cupola



ADDENDUM # 02

TO

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

This 02 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the "Original Agreement"), effective **Date April 30th, 2024**, between **Indian River State College**, in State of FLORIDA (the "College"), and **Michael Rapeer, with Address 673 Helicon Terrace, Sebastian, Florida 32958** (the "Contractor").

WHEREAS, the Parties desire to modify the contract terms of the Original Agreement;

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

- 1. **Section 1 - Scope of Services**, remains the same to include: Chief Engineering Consulting Services for IRSC Public Media.
- 2. **Section 3 - Term**, is hereby extended to June 30,2026.
- 3. **Section 4 - Remuneration**, is hereby amended to increase the overall contract value by \$3,250.00, from "\$39,000.00" to "\$42,250.00" in both written and numeric amounts. Funding Summary follows:

Funding Summary	Amount	Running Total
Original Contract	\$31,200.00	\$31,200.00
1st Addendum	\$7,800.00	\$39,000.00
2nd Addendum	\$3,250.00	\$42,250.00

- 4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement, between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

Michael Rapeer

By: 
Signature

Date: 5/5/26

Name and Title: Michael Rapeer - engineer

Indian River State College - RECOMMENDED BY:

By: Chris Puorro Date: 5/5/26
Signature

Name and Title: CHRIS PUORRO AVP/AGM - PUBLIC MEDIA

Indian River State College - APPROVED BY:

By: [Signature] Date: 5/5/26
Signature

Name and Title: Timothy E. Moore, Ph.D., President

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.



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: [**Public Safety Monument Sign New CNC-Cut Logo On Backer Panels (2 sets for double-sided sign)**], to be provided in accordance with the Contractor's Proposal dated **3/25/2026** [**Based on Proposal # [30633] 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: **IRSC Public Safety 4600 Kirby Loop. RD 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: **Twelve thousand Five Hundred Sixty Four and 47/100 Dollars. [(\$12,564.47)]** and under no circumstances whatsoever shall the fee exceed, **Twelve thousand Five Hundred Sixty Four and 47/100 Dollars. [(\$12,564.47)]** 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:

[Sign On, LLC]
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:

Lindsay Skully
Administrator's Signature

Lindsay Skully, ANP Brand Experience
Name and Title

Marketing, Media + Brand
College/Department

4/15/26
Date

APPROVED BY:

[Signature]

Dr. Timothy Moore, President

5/1/26
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.**



1030 SE 12th Ct.
Cape Coral, FL 33990
(239) 800-9454

Exhibit A

ESTIMATE

EST-30633

Payment Terms: Cash Customer

Created Date: 3/25/2026

DESCRIPTION: Public Safety Monument Sign New CNC-Cut Logo On Backer Panels (2 sets for double-sided sign). Equalis #: COG-216

Bill To: Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981
US

Installed: Indian River State College
4600 Kirby Loop Rd
Fort Pierce, FL 34981
US

Requested By: Stacy Costa
Email: scosta3@irsc.edu
Work Phone: (772) 722-4774

Salesperson: Gabe Jacobs
Email: gabe@capeled.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Monument Sign Full Logo Only (On Backer) Summary: Fabricate and install new logo on custom sign backer. <ul style="list-style-type: none"> • 1/2" thick acrylic letters and logo • Logo to be dimensionally layered with 1/8" thick acrylic for yellow and white layers. • Logo sign to be on custom fabricated aluminum backer. • Paint: Mathews automotive grade sign paint; Logo and accompanying letters to be painted per brand book guide colors. Installation: Installed by stud-mount, flush to surface with industrial strength construction adhesive. Not Included: Sign Removal, Patch, Paint: to be performed by Customer (by Customer request).	1	\$11,476.47	\$11,476.47
2	Removal: Existing Logo & IRSC Letters + Patch Holes Remove and dispose of logo & "Indian River State College" letters. Holes on brick to be filled with pre-colored grout. To match existing colors as best as possible. Note: to best match - bricks can be artistically painted with gradients - quoted by Customer request.	1	\$1,088.00	\$1,088.00

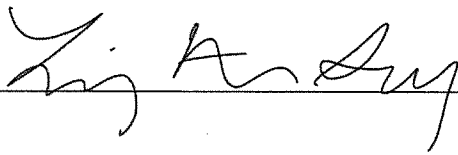
TERMS & CONDITIONS APPLY TO ALL SALES: (Typical Sign Sales & Installation) affect pricing and scope, and are incorporated herein by reference at: [HTTPS://SIGNSANDLEDS.COM/TERMS/](https://signsandleds.com/terms/)

Subtotal:	\$12,564.47
Taxes:	\$0.00
Grand Total:	\$12,564.47
Deposit Required:	\$6,282.24

Customer acknowledges the opportunity to review and agrees to these Terms & Conditions by approving this estimate or submitting payment.

Terms & Conditions (For Subcontracting Services / Installation Only Projects)
apply affect pricing and scope, and are incorporated herein by reference at:
<https://signsandleds.com/terms-for-sales-installation-only-service/>

Payment processing fees are not included in quoted pricing. Accepted payment methods include check, ACH, cash, and wire. Credit card payments are subject to a 3.5% processing fee charged by the processor, not Sign On, LLC. ACH or credit card payment links are available upon request.

Signature:  Date: 4/15/26

Terms of Purchase: <https://signsandleds.com/terms/>
FL Contractor #: ES12001591



Indian River State College

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

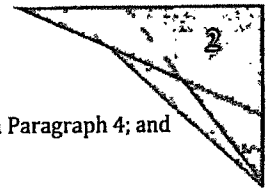
WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

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

WHEREAS Weather King Portable Buildings (the "Contractor") having a principal place of business at [P.O. Box 108 Paris, TN 38242]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: [**Z-Metal Cabin 12x30 portable building installation on behalf of CCI Building (Dealer)**] to be provided in accordance with the Contractor's Proposal dated 4/6/2026 [Based on Proposal # [**DO-32710**] 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 Mueller Campus; 6155 College Ln Vero Beach, FL 32966**
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: **Thirteen-Thousand Three-Hundred Eighty and 40/100 Dollars (\$13,380.40)** and under no circumstances whatsoever shall the fee exceed, **Thirteen-Thousand Three-Hundred Eighty and 40/100 Dollars (\$13,380.40)** 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.

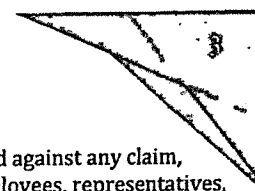
10. **Assignment.** The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

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, fire, 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:

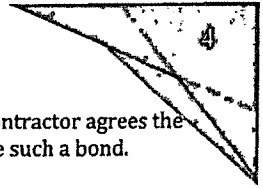
- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

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



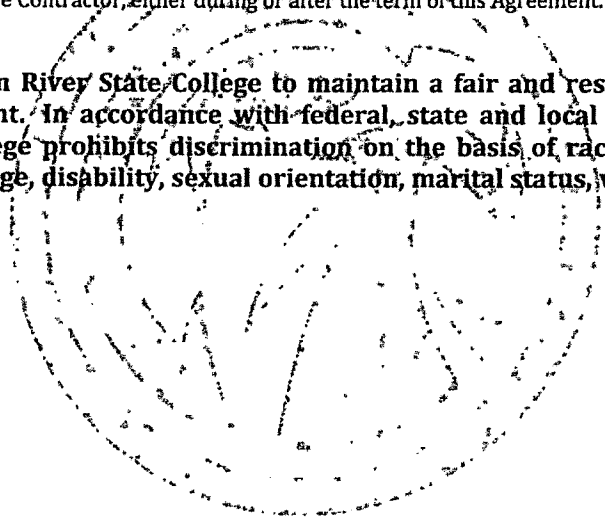
of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

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.





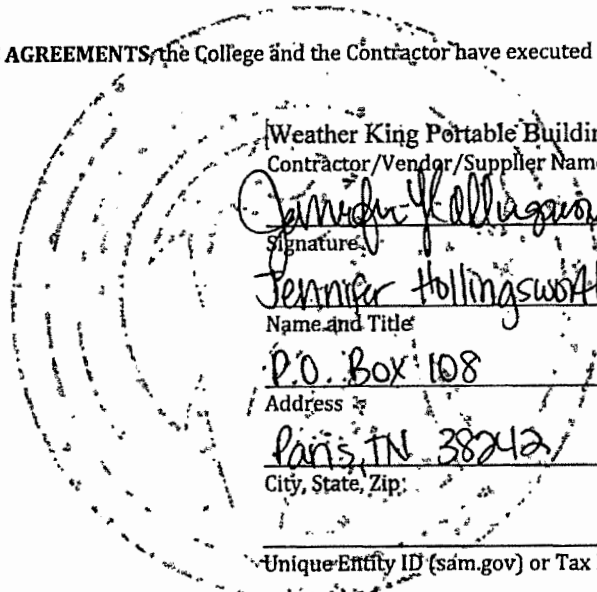
Contractors Authorized Contact for Agreement

Jennifer Hollingsworth / Accounting Rep
Printed Name and Title

jennifer.h@consolidatedbuildings.com
Email Address

816-977-6440
Phone Number

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



Weather King Portable Buildings
Contractor/Vendor/Supplier Name

Jennifer Hollingsworth
Signature

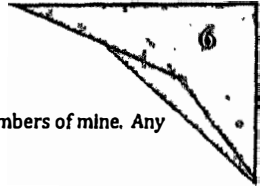
Jennifer Hollingsworth / Accounting Rep.
Name and Title

P.O. Box 108
Address

Paris, IN 38242
City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

4/21/20
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

4/22/2026

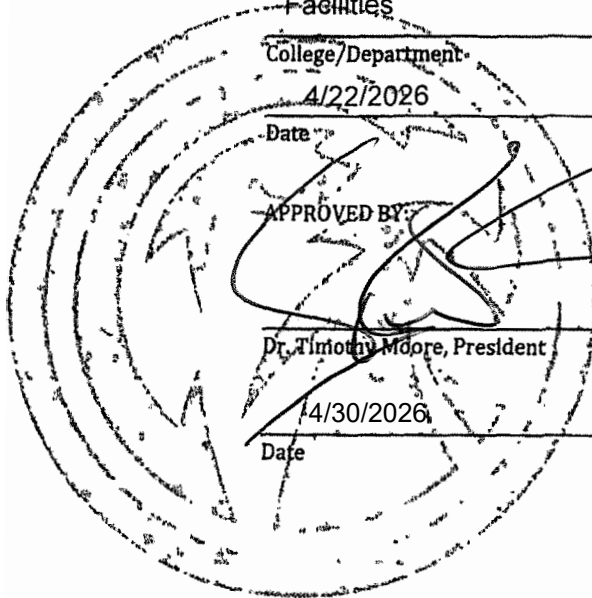
Date

APPROVED BY:

Dr. Timothy Moore, President

4/30/2026

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.**



PURCHASE

Invoice # D0-32710

Exhibit A

Invoice From:
**Weather King
Portable Buildings**
P.O. Box 108
Paris, TN 38242
(866) 977-6440

Ship To:
**Indian River
State College
Katie Romberger**
2521 S 35th St
Fort Pierce, FL 34981
(772) 462-7750
kromberger@irsc.edu

Dealer:
CCI Buildings
12500 Okeechobee Rd
Ft. Pierce, FL 34945

Order Type:
New Build Sale
Date:
04/06/2026
Agent:
Jeff Clifford

Description	Quantity	Total
Z-Metal Cabin 12x30	1	\$11,675.00
Serial Number #ZMC-1230-020526-016084		
Siding: Z-Metal Siding - Gallery Blue, Trim: Z-Metal Siding - Brite White,		
Roof: Metal Roof - Acrylic Galvalume		
2'x3' Window	3	\$600.00
36 inch x 80 inch 11-Lite	1	\$550.00
April 12% off 12' & 14' Wide Buildings (-12% of cost)	1	-\$1,824.60
Right Side Dormer: 6' Dormer	1	\$1,300.00
Wall/Floor Moisture Barrier	1	\$1,080.00
	Subtotal	\$13,380.40
	Taxes	\$0.00
	Delivery	FREE
	Total	\$13,380.40
	Amount Due Today	\$6,690.20
	Remaining Balance	\$6,690.20

By signing this form, I authorize Weather King Portable Buildings and its agents to charge my preferred form of payment for the full amount due listed on the "Amount Paid" line on this invoice.

Weather King Portable Buildings and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department, transportation department or Homeowners Association for more information regarding local requirements.

Weather King Portable Buildings provides free delivery and setup upon the purchase of a portable building. Free delivery and setup includes ONE TRIP to the specified delivery location located within 50 odometer miles from the nearest Weather King Sales Center, and does not include ground anchors or ties. If the delivery is more that 50 odometer miles from the closet Weather King Sales Center, the customer hereby acknowledges responsibility to pay the delivery driver \$5.00 per

mile (one way) for every additional odometer mile beyond the first 50 miles. Additional delivery trips may incur CHARGES to the customer as well.

I, the customer, understand that in the event of cancellation (after the processing of this sale), that I will be subject to a 15% restocking fee.

I, the customer, have read this disclosure, Terms And Conditions of Sale (which includes additional Delivery and Space Requirements), and fully accept the terms provided therein.

Sign

Date

TERMS AND CONDITIONS OF SALE

Controlling Terms and Conditions.

These terms and conditions of sale of Consolidated Industries, LLC d/b/a Weather King Portable Buildings ("Seller") and any attachments hereto take precedence over any additional or different terms and conditions, if any, of the purchaser identified on the the first page of this order ("Purchaser"), to which notice of objection is hereby given. Seller's acceptance of this order is expressly conditioned upon Purchaser's acceptance of these terms and conditions. These terms and conditions, together with any other written agreement directly related to this transaction, will constitute the entire agreement between the parties with respect to the portable building(s) sold hereunder.

Modification or Relocation of Building Any building that is currently or is to be out on a rent to own contract is NOT to be altered or modified in any way until the building is paid in full, nor under any circumstance can it be relocated. You must first contact the rental company to schedule a move. Any building that is moved to a different location without the consent of the rent to own contract holder will be considered stolen and the culprit WILL be prosecuted to the full extent of the law.

Not for Re-Sale or Human Occupancy Release & Indemnification. Purchaser acknowledges that the portable building(s) sold hereunder may not be re-sold, and are NOT DESIGNED OR SUITABLE FOR HUMAN OCCUPANCY OR HABITATION. Accordingly, Purchaser hereby releases and forever discharges Seller, and will indemnify, defend and hold Seller harmless, to the maximum extent permitted by law, from and against any claims, liability, expenses, regulatory or administrative actions, injunctions, damages, or cost of any kind, including without limitation reasonable attorney fees, arising from or in connection with (I) the purchaser's sale or transfer of any portable building(s) to any other person or entity, (ii) the human occupancy or portable building(s) sold hereunder, (iii) the modification of any portable building(s) in any manner that results in the square footage of any portable buildings exceeding 400 square feet, or (iv) the placement of any such portable building(s) within four feet of any other structure or property line.

Compliance with Laws Purchaser hereby represents and warrants to Seller that Purchaser has complied, and Purchaser's use and placement of the portable building(s) sold hereunder will comply, with all federal, state and local laws and regulations, including without limitation local zoning codes, setbacks, covenants, permits and land use regulations, Seller does not represent that the portable building(s) sold hereunder are approved for use or placement in any specific location. Purchaser is responsible for determining whether the portable building(s) may be used or placed in any specific location or for any particular purpose, and purchaser's inability to use or place the portable building(s) sold hereunder in any specific location or manner.

Risk Of Loss & Delivery Charges & Release Title and all risk will pass to purchaser upon delivery. Seller or Seller's design will attempt to deliver the portable building(s) sold hereunder one time at (I) no additional charge for deliveries within 50 odometer miles of the location of purchase, (ii) at an additional, one way charge of \$5.00 per mile for every additional odometer mile beyond the first 50. Delivery means transport of the portable building(s) to purchasers specified destination and release of portable building(s) on to a reasonably level, suitable service accessible by truck with adequate clearance for the portable building(s), and leveling the portable building(s) with treated wood blocks or suitable concrete blocks to be provided by Purchaser. Unless otherwise confirmed in writing by Seller, adequate clearance requires, at a minimum (I) four feet of clearance from any other structure or any property line on any side of portable building(s) as they will be delivered, and (II) overhead clearance equal to the height of the portable building(s) plus five feet. Seller or Seller's design, in its or their sole discretion will determine whether there is adequate access and clearance to Purchaser's proposed delivery sight and whether the surface is sufficiently level and suitable to support the portable building(s) sold hereunder. If seller determines for any reason that the delivery cannot be completed, purchaser and seller will arrange for a second delivery attempt at an additional, one way charge of \$3.00 per mile for every odometer mile from the location of purchase.

Purchaser releases and forever discharges Seller from any liability resulting from any damage to Purchaser's property incurred during delivery. Attempt, including without limitation damage to damages to person or property, loss of use, loss of time, inconvenience, equipment rental, loss of earnings or profits or any commercial loss relating to yards or driveways. Limitation of liability, Seller will not be liable for punitive, incidental or consequential Purchaser's order. The remedies of Purchaser as set forth herein are exclusive. The liability of Seller with respect to the sale and delivery of any portable building(s) under this order, whether in contract, in tort, under any warranty or otherwise, will not exceed the difference between the price of the portable building(s) as specified on the first page of this order and the value of the portable building(s) as delivered by seller. Additionally, Seller will not be liable for any loss or damage of any kind arising from delay or inability to delivery beyond Seller's reasonable control, or from improper maintenance, alteration or misuse of the portable building(s).

Cancellation, Partial Refund/Restocking FeeOrders for standard portable building(s) may be cancelled by purchaser at any time before delivery. If Purchaser cancels such an order, Purchaser will pay to the seller a restocking fee equal to 15% of the purchase price shown on the first page of this order.(The "Restocking Fees"). Such restocking fee will (I) be retained by seller if purchaser has paid all of the purchase price for a portion of the purchase price equaling or exceeding 15% of the purchase price at the time of cancellation, provided that Seller will refund to Purchaser all amounts in excess of the Restocking Fee, or (II) be immediately due and payable by purchaser to seller at the time of cancellation if Purchaser has paid none of the purchase price or a portion of the purchase price equaling less than 15% of the purchase price, provided that Seller may apply against such Restocking fee any amounts Then-paid by Purchaser Orders for custom build or custom painted portable building(s) may not be cancelled except with prior written consent of the seller, which consent may withhold for any reason or no reason.

Consent to JurisdictionIf Purchaser is a governmental entity or Indian Nation, PURCHASER HEREBY EXPRESSLY WAIVES ITS DEFENSE OF SOVEREIGN OR OTHER IMMUNITY IN THE EVENT OF A DISPUTE BETWEEN PURCHASER AND SELLER REGARDING THIS ORDER. Regardless of whether Purchaser is a governmental entity or Indian Nation, PURCHASER EXPRESSLY ACQUIESCES TO THE JURISDICTION AND VENUE OF THE UNITED STATES FEDERAL AND STATE COURTS.

Warranties And Disclaimer of Warranties (NOT INCLUDING REPOS AND OR DISCOUNTED BUILDING(S)) Seller warrants to original user of the portable building(s), provided the building(s) remains at original delivered location that the portable building(s) sold hereunder will be warranted against the rot, and/or decay of treated materials for the life of the building(s), against termite infestation of all treated materials for 20 years, and defects in material or craftsmanship within 5 years of the original delivery date not including damage caused by external sources such as wind damage to shingles. Seller's sole obligation and purchaser's sole remedy under this Warranty is replacement of the portable building(s), or at Seller's option, the defective portion thereof that Seller finds is defective in material or craftsmanship within the warranty time period. Any replacement performed under this Warranty will be performed by Seller or Seller's design. The above warranty will be null and void in the event that the portable building(s) are altered by purchaser, or have been, in Seller's sole judgment, subject to negligence, improper maintenance or misuse or moved from original delivered location. Seller's liability is further limited as provided by the Limitation of Liability section of these terms and conditions.

(SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Miscellaneous This order and these terms and conditions will be construed under state law without regard to the choice of law principles thereof. No waiver of any breach of any provision of this contract will constitute a waiver of any other breach of such provision. If one or more of these Terms and Conditions is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or condition and such invalid, illegal, or unenforceable provisions will be modified to the minimum extent necessary to render such provisions valid, legal and enforceable.

Delivery and Space Requirements Weather King Portable Buildings ("Seller") provides delivery and set-up of the portable building (s) we sell. "Set-up" includes leveling the portable building with treated wood blocks provided by the delivery driver; or suitable 4" flat solid concrete blocks available at the site and provided by the Customer. Buildings are set on skids at grade with treated wood shims used to level the building. Drivers will not set a building above 6' from ground level without an extra cost. Wood or 4' flat solid concrete blocks above 6" in height may require extra time and material which the customer must agree to pay directly to the driver at the time of delivery. The driver will level the building when it is delivered initially. **If the building settles after being loaded with belongings, this is not a warranty issue.** If the driver is needed to go back to re-level the portable building, after the initial delivery, this will be the responsibility of the customer.

For delivery, there must be enough space for not only the building, but also for the delivery truck and trailer. The delivery truck and trailer may exceed 75' in length and when loaded with the customer's portable building, may exceed 15.6' in height. Low ranch gates may cause issues for the driver when entering the property. Low power lines and telephone lines must be considered for the delivery of the portable building as well. Delivery personnel are not responsible for the trimming of trees, clearing of brush or stumps, or the removal of fences and gates or any other obstructions at the delivery site. The customer should use conservative judgment when considering ditches and/or tight access routes/turns on rural access roads. If the portable building was purchased on a Rent-to-Own contract, the portable building must be delivered directly to the specified delivery location listed on the rental agreement and cannot be transported across neighboring property lines.

It is up to the customer to decide whether ground conditions are suitable for delivery. Weather King Portable Buildings is NOT responsible for any yard, driveway or property damage. Weather King Portable Buildings is not responsible for pilot cars or delivery permits. If a pilot car or permit is needed for delivery, the customer will be responsible to pay for it. 14' wide buildings will have a delivery fee that will need to be paid directly to the driver upon delivery. 14' wide buildings will have a \$10.00 per mile charge for deliveries further than 50 miles from the dealer.

Sign

Date