



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

August 25, 2026

AGENDA

1. Call to Order – *Trustee Schirard, Chair*
2. Request approval of the Residential Lease – Rental Agreement for Single Family Home or Duplex located at 3290 Edwards Road, Fort Pierce – *Tony Quinn*
3. Request approval of the Fort Pierce Utility Authority Easement request for Indian River State College Parcel #2 for the new Medical Examiners Building – *Tony Quinn*
4. Request approval of Addendum #01 to the Architect Agreement with Song & Associates Inc. – *Tony Quinn*
5. Request approval for the following Addendum to a Construction Agreement and/or Construction Agreements – *Tony Quinn*
 - a. Addendum #01 to the Construction Agreement with Charles Perry Partners, Inc. – Blackburn Education Building - GMP
 - b. Charles Perry Partners, Inc. – Pruitt J Bldg. Bathroom Repairs
 - c. LEGO Construction Co. – Massey Campus V Building, Kight Center for Emerging Technologies
 - d. Paul Jacquin & Son's Construction – A Bldg. Interior Paint, Massey Campus

- e. Paul Jacquin & Son's Construction – Bldg. C Floor Replacement, Massey Campus
 - f. Paul Jacquin & Son's Construction – Maintenance Office Floor Replacement, Massey Campus
6. Request approval of the following Addendums to Independent Contractor Agreements and/or Independent Contractor Agreements for services of \$3,500 or more – *Tony Quinn*
- a. Addendum #02 with Educational Planning and Consulting – Planning & Assessment Services
 - b. Addendum #03 with Green Lawn Services and Sod Installation, Inc. - Landscaping
 - c. Paul Jacquin & Son's Construction – Bldg. N RTU Coil Replacement, Massey Campus
 - d. Paver Overlays – Paver installation on Crime Lab Trailer
 - e. Michael Rapeer – IRSC Public Media – Chief Engineering Consulting Services
 - f. Sign On, LLC – Student Services Signage, Pruitt Campus
 - g. Wirenutz Electrical Contractor – Electrical Installation on Crime Lab Trailer
7. Request approval of the following Standing Order Contracts for as needed services of less than \$15,000 effective July 1, 2026 – June 30, 2027 – *Tony Quinn*
- a. AC Advantage Inc. – HVAC repairs, replacements, and services
 - b. Adron Fence Company – Gate, fence, installation and repairs
 - c. Airstron Mechanical – HVAC repairs, replacements, and services
 - d. Apex Roofing USA, LLC – Roofing, repairs, and services
 - e. Ardor LLC – Roof cleaning, Exterior Cleaning, Large Scale Sidewalk and Concrete Cleaning, Preventative Treatments and Maintenance
 - f. BG Group, LLC – Demolition services
 - g. Care Security Systems – Security Camera and access control system repair and services
 - h. Complete Electric Inc. – Electrical repairs, installations, and services
 - i. DH Pace Company, Inc. – Door supplies, repairs, and services
 - j. DLR Group – Construction services, architecture, engineering, interiors, planning
 - k. Environmental Land Development – Land Development and repair services

- l. Everon, LLC – Security installation and services, fire alarm install/repairs and services, sprinkler install/repairs and services
- m. Florida Coast Equipment, LLC – Machinery and engine repairs and services
- n. Garland/DBS, Inc. – Roofing
- o. Green Lawn Services and Sod Installation Inc. – Lawn care, tree trimming, and additional services
- p. H.J. High Construction – General Contracting and construction
- q. HydroJet Carpet Cleaning, Inc. – Carpet cleaning and water remediation services, tile and grout cleaning, mold removal
- r. Impact Sport Surfaces, Inc. – Athletic flooring, installation, and repair services
- s. Island Landscaping, Inc. – Landscaping supplies and services
- t. JM Test and Balance, Inc. – HVAC systems, testing, adjusting, and balancing services
- u. Kuchar Mechanical – Heating, air conditioning, and HVAC repairs, installations and services
- v. Meeks Plumbing Inc. – Plumbing repairs and installation services
- w. MidState Mechanical Contractors of Vero Beach LLC – HVAC and mechanical installation and repair services
- x. Ocean Breeze Irrigation – As needed irrigation repairs and services
- y. O’Neil Brothers Flooring – Flooring repairs and installation services
- z. Paver Overlays – Sidewalk, pavers, and road installation repairs
- aa. POD, LLC d/b/a Painters on Demand – Painting and wall repair services
- bb. Precision Automation Inc. – Building automation controls
- cc. Pye-Barker Fire & Safety – Fire safety inspections, repairs, and services
- dd. Quality Commissioning and Consulting – Commissioning, recommissioning, retro-commissioning, energy audits, energy related consulting, test and balance activities, equipment condition surveys, smoke control special inspector activities, fume hood testing
- ee. Richmond Electric – Electrical installation and repairs
- ff. S.A.F. Tree Service, LLC – Tree Trimming and Removal Services
- gg. Sign On, LLC – Installation of signage & Sales of signage
- hh. Smiley’s Audio Visual, Inc. – AV and technology equipment and installation
- ii. Stuart Fence Company Inc. – Fencing installation and repairs
- jj. Superior Floor Coatings – Flooring services and repairs
- kk. Superior Hardware Products – Door installations, repairs, and services
- ll. Wirenutz Inc. – Electrical and data installation repairs

8. Fiscal Year 2026 Facilities, Procurement & Physical Plant Completed Projects Report (*information only*) – Tony Quinn
9. Adjourn



Facilities Committee Meeting Agenda Item #2
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Residential Lease – Rental Agreement for Single Family Home or Duplex located at 3290 Edwards Road, Fort Pierce, FL 34981

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

Board approval is requested for the attached Residential Lease – Rental Agreement for Single Family Home or Duplex located at 3290 Edwards Road, Fort Pierce, FL 34981

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** July 1, 2026 – September 30, 2026
2. **FISCAL IMPACT:** \$3,600.00
3. **TERMINATION TERMS:** Early termination fee - \$2,400.00

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



INDIAN RIVER STATE COLLEGE
RESIDENTIAL LEASE – RENTAL AGREEMENT For Single
Family Home or Duplex

WHEREAS The **DISTRICT BOARD OF TRUSTEES** of **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "Owner") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of rental property owned by the College.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. **PARTIES.** This is a lease ("the Lease") between Indian River State College (name & address of owner of the property) 3209 Virginia Avenue, Fort Pierce, FL 34981 ("Indian River State College - Owner") and Mark & Nelli Ortega (name(s) of person(s) to whom the property is leased) 3290 Edwards Road, Fort Pierce, FL 34981 ("Tenant.")

Indian River State College "Owner" Address: **3209 Virginia Avenue**
Fort Pierce, FL 34981-5596

PROPERTY RENTED. Indian River State College leases to Tenant the land and buildings located at 3290 Edwards Road (street address), Florida 34981 (zip code) together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

All appliances (Refrigerator, Oven/Stove, Dishwasher, Washer, Dryer, Microwave), Dining room furniture, Floor mats and all rugs, Trash Cans, Bedroom (3-Bedrooms) furniture, lighting and linens, living room furniture, Kitchen (Pots, Pans, Utensils, Silverware, Oven Mitts, Faucet, mugs, cups/plates/bowls, cutting board, mixing bowls, drying mat, Bathroom furniture and Towels - linens,

The Premises shall be occupied only by the Tenant and the following persons:

TERM. This is a lease for a term, not to exceed twelve months, beginning on July 1, 2026 (month, day, year) and ending September 30, 2026 (month, day, year) (the "Lease Term").

2. RENT PAYMENTS, TAXES AND CHARGES.

Tenant shall pay total rent in the amount of **One Thousand Two Hundred and No/100 Dollars \$1,200.00** (excluding taxes), starting **Wednesday, July 1, 2026**, which is lower than market value of this property for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☐ in installments. If in installments, rent shall be payable

☐ monthly, on the _____ day of each month (if left blank, on the first day of each month) in the amount of \$_____ per installment.

OR

☐ weekly, on the _____ day of each week. (If left blank, on Monday of each week.) in the amount of \$ _____ per installment.

☒ in full on **1st Day of each Month, starting July 1, 2026 to September 1, 2026** (date) in the amount of \$ **1,200.00**.

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ _____.
☐ with each rent installment ☐ with the rent for the full term of the Lease. Indian River State College will notify Tenant if the amount of the tax changes.

Payment Summary

☐ If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ _____.

☐ If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.

All rent payments shall be payable to Indian River State College Accounts Receivable (name) at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596** (address). (If left blank, to Indian River State College at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596**.)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ (date) through _____ (date) in the amount of \$ _____ and shall be due on _____ (date) (If rent paid monthly, prorate on a 30-day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a dishonored check, Indian River State College can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check or official bank check or ☐ cash or other (specify), and ☐ to pay returned check fees in the amount of \$ _____ (not to exceed the amount prescribed by Section 68.065, Florida Statutes.)

3. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of **\$0.00** in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to provide keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Indian River State College at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596** or to

First ☐ month's ☐ week's rent plus applicable taxes	\$ _____	due _____
Prorated rent plus applicable taxes	\$ _____	due _____
Advance rent for ☐ month ☐ week of _____ plus applicable taxes	\$ _____	due _____
Last ☐ month's ☐ week's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ _____	due _____
Additional security deposit	\$ _____	due _____
Security deposit for homeowner's association	\$ _____	due _____
Pet Deposit		
Other _____		
Other _____	\$ _____	due _____

4. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ _____ (If left blank, 4% of the rent payment) for each rent payment made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

5. PETS AND SMOKING. Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on _____ the _____ Premises.

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

6. UTILITIES. Indian River State College - Owner agrees to provide at Indian River State College – Owner's expense. **Excluding, Trash, Lawn Care, Pest Control, Cable and Internet.**

7. MAINTENANCE.

Indian River State College – Owner, shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Indian River State College" for Owner or "Tenant" for Tenant, if left blank, Indian River State College – Owner will be responsible for the item):

<u>IRSC</u> roofs	<u>IRSC</u> windows	<u>IRSC</u> screens	<u>IRSC</u> steps
<u>IRSC</u> doors	<u>IRSC</u> floors	<u>IRSC</u> porches	<u>IRSC</u> exterior walls
<u>IRSC</u> foundations	<u>IRSC</u> plumbing	<u>IRSC</u> structural components	
<u>IRSC</u> heating	_____ hot water	<u>IRSC</u> running water	<u>IRSC</u> locks and keys
_____ electrical system		<u>IRSC</u> cooling	N/A__ smoke detection devices
<u>TENANT</u> garbage removal/ outside receptacles			
<u>IRSC</u> extermination of rats, mice, roaches, ants and bedbugs			
<u>IRSC</u> extermination of wood-destroying organisms			
<u>TENANT</u> lawn/shrubbery	N/A	pool/spa/hot tub	
<u>TENANT</u> water treatment	_____ filter (specify)	_____	
<u>IRSC</u> ceilings	_____ <u>IRSC</u> interior walls		
<u>TENANT</u> Other (specify)	_____		

Tenant shall notify **Chief Financial Officer – Edith Pacacha** (name) at _____ (address) (if left blank, Indian River State College at Owner's address) and **Tony Quinn at 772-462-7357** (telephone number) of maintenance and repair requests.

8. **ASSIGNMENT.** Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Indian River State College written approval and consent to the assignment or sublease.

9. **KEYS AND LOCKS.** Owner shall furnish Tenant

<u>2</u>	# of sets of keys to the dwelling
<u>N/A</u>	# of mailbox keys
<u>N/A</u>	# of garage door openers
<u>N/A</u>	# passcode to side door

At end of Lease Term, all items specified in this paragraph shall be returned to

 (name) at (address) (If left blank, Indian River State College at Owner's address).

10. **LEAD-BASED PAINT.** ☐ Check and complete if the dwelling were built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Indian River State College - Owner and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. ("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint ...") Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. ("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint ...") Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

 Presence of lead-based paint or lead-based paint hazards (check (I) or (ii) below):
("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint ...")

 "Known lead-based paint and/or lead-based paint hazards are present in the housing
(explain)." ("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint ...")

 Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

 Records and reports available to the Lessor (check (i) or (ii) below):

 Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

 Lessee has received copies of all information listed above.

11. SERVICE MEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

12. INDIAN RIVER STATE COLLEGE ACCESS TO THE PREMISES. Owner may enter the Premises in the following circumstances: At any time for the protection or preservation of the Premises. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances: with Tenant's consent; in case of emergency; when Tenant unreasonably withholds consent; or if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Indian River State College - Owner of an intended absence, then Indian River State College - Owner may enter only with Tenant's consent or for the protection or preservation of the Premises.)

13. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Indian River State College - Owner written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Indian River State College - Owner consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Indian River State College - Owner property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire, or which would increase the cost of insuring the Premises.

14. RISK OF LOSS/INSURANCE.

Indian River State College - Owner and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

15. PROHIBITED ACTS BY INDIAN RIVER STATE COLLEGE. Indian River State College - Owner is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

16. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

17. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

18. LIENS. THE INTEREST OF THE OWNER SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the

Lease does not allow any liens to attach to Indian River State College - Owner interest.

19. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Indian River State College - Owner and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

20. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Indian River State College of Tenant's telephone numbers at the Premises.

21. MISCELLANEOUS.

Time is of the essence of the performance of each party's obligations under the Lease. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Indian River State College - Owner and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Indian River State College - Owner.

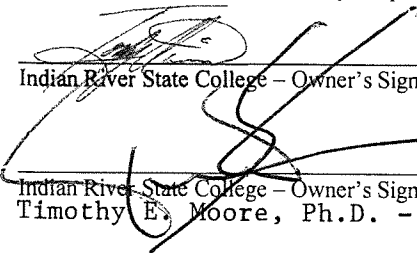
All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

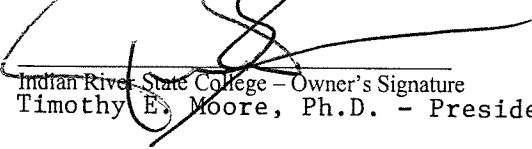
As required by law, Indian River State College - Owner makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

22. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ☐ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE INDIAN RIVER STATE COLLEGE - OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.


Indian River State College – Owner's Signature

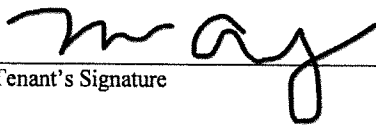
7/27/2026
Date


Indian River State College – Owner's Signature
Timothy E. Moore, Ph.D. – President

8/5/26
Date

Indian River State College – Owner's Signature

Date


Tenant's Signature

July 23, 2026
Date

Mark Ortega
Tenant's Name

334-444-1484
Phone Number

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter

83, Florida Statutes to Be Attached

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

☒ I agree, as provided in the rental agreement, to pay \$2,400.00 (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Indian River State College – Owner waives the right to seek additional rent beyond the month in which the Indian River State College – Owner retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Indian River State College – Owner may seek damages as provided by law.

Indian River State College – Owner's Signature

Date

Indian River State College – Owner's Signature

Date

Indian River State College – Owner's Signature

Date

Mark Ortega

Tenant's Signature

Date

Tenant's Signature

Date



TOPIC: Fort Pierce Utility Authority Easement request for Indian River State College Parcel #2 for the New Medical Examiners Building

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Saint Lucie County Medical Examiners request the District Board of Trustees of Indian River State College approval for the Parcel # 2 utilities easement for the New Medical Examiners Building, located on the Indian River State College Public Safety Complex on Kirby Loop Road, Fort Pierce, FL.

Survey conducted July 30th, on Parcel ID: 2419-421-0001-000-2

ALTERNATIVE(S): None

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26

EXHIBIT "A"

DESCRIPTION:

A PORTION OF PARCEL 2, INDIAN RIVER COMMUNITY COLLEGE, AS DESCRIBED IN THE TRUSTEE'S DEED, RECORDED IN OFFICIAL RECORDS BOOK 1314, PAGES 579 THROUGH 581, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AFORESAID PARCEL 2; THENCE NORTH 87°56'26" EAST, A DISTANCE OF 367.88 FEET; THENCE SOUTH 01°19'03" EAST, A DISTANCE OF 279.94 FEET TO THE POINT OF BEGINNING; THENCE S.88°40'57"W., A DISTANCE OF 68.38 FEET; THENCE N.01°19'03"W., A DISTANCE OF 5.00 FEET; THENCE S.88°40'57"W., A DISTANCE OF 10.00 FEET; THENCE S.01°58'34"E., A DISTANCE OF 10.00 FEET; THENCE S.88°01'26"W., A DISTANCE OF 5.00 FEET; THENCE S.02°09'08"E., A DISTANCE OF 19.46 FEET; THENCE N.87°48'41"E., A DISTANCE OF 14.07 FEET; THENCE N.02°11'19"W., A DISTANCE OF 14.30 FEET; THENCE N.88°40'57"E., A DISTANCE OF 69.13 FEET; THENCE N.01°19'03"W., A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, AND CONTAINING 1,060 SQUARE FEET/ 0.0243 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 30, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

FORT PIERCE UTILITY AUTHORITY EASEMENT
INDIAN RIVER STATE COLLEGE PARCEL 2
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 07/28/2026

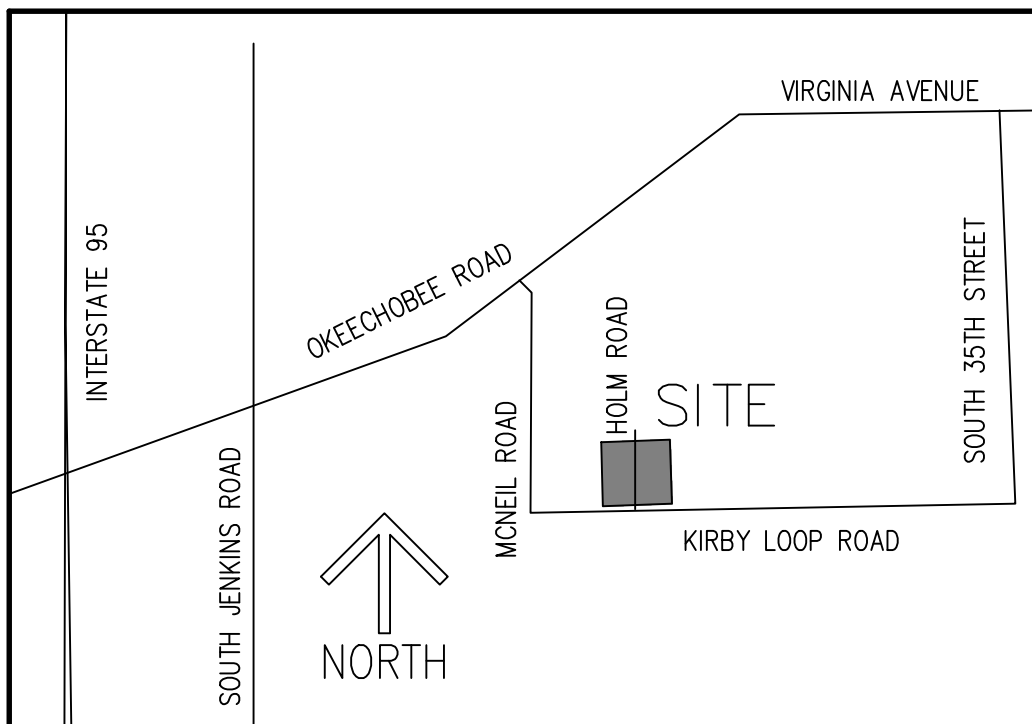
DRAWN BY SLD

F.B./ PG. N/A

SCALE NONE

JOB# 12007 FPUA1 IRC

EXHIBIT "A"



LEGEND:

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
O.R.B. – OFFICIAL RECORDS BOOK
P.B. – PLAT BOOK
PG's. – PAGES
FPUA – FORT PIERCE UTILITY
AUTHORITY
NW – NORTHWEST
ESMT. – EASEMENT

LOCATION MAP SECTION 19, TOWNSHIP 35 S, RANGE 40 E (NOT TO SCALE)

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH AND DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF PARCEL 2, AS SHOWN, HAVING A BEARING OF NORTH 87°56'26" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

THIS IS NOT A SURVEY

SHEET 2 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

FORT PIERCE UTILITY AUTHORITY EASEMENT
INDIAN RIVER STATE COLLEGE PARCEL 2
SKETCH AND DESCRIPTION

DATE 07/28/2026

DRAWN BY SLD

F.B./ PG. N/A

SCALE NONE

JOB# 12007 FPUA1 IRC

EXHIBIT "A"

OWNER: INDIAN RIVER STATE COLLEGE
PARCEL ID: 2419 - 421 - 0001 - 000 - 2
(O.R.B. 1375, PG. 1698)

N87°56'26"E
BEARING BASIS **367.88'**

P.O.C.

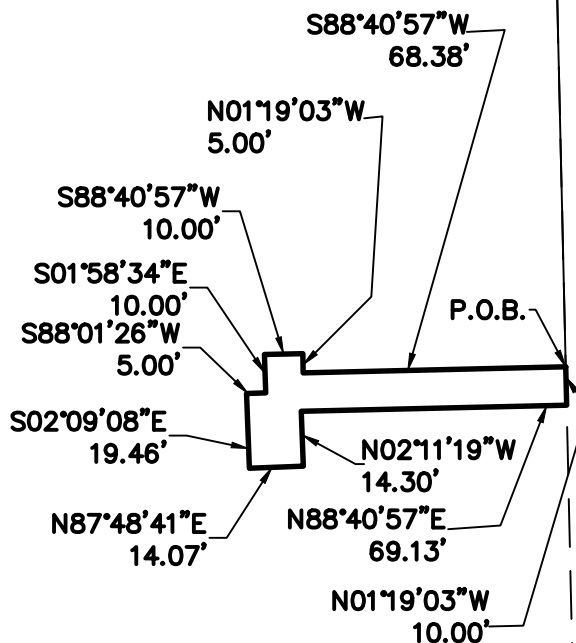
NW CORNER OF PARCEL 2
(O.R.B. 1314, PG. 579)

PARCEL 2
OWNER: INDIAN RIVER STATE COLLEGE
PARCEL ID: 2419 - 413 - 0001 - 000 - 7
(O.R.B. 1314, PG. 579)

10'
FPUA ESMT.
NO O.R.B. & PG. FOUND

S01°19'03"E

279.94'



THIS IS NOT A SURVEY

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

GRAPHIC SCALE



1 INCH = 50 FEET

DATE 07/28/2026

DRAWN BY SLD

F.B./ PG. N/A

SCALE 1"=50'

JOB# 12007 FPUA1 IRC

FORT PIERCE UTILITY AUTHORITY EASEMENT
INDIAN RIVER STATE COLLEGE PARCEL 2
SKETCH AND DESCRIPTION



Facilities Committee Meeting Agenda Item #4
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Addendum #01 to the Architect Agreement with Song & Associates, Inc.

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department requests approval of Addendum #001 to the Architect Agreement with Song & Associates, Inc. for the Blackburn Education Building project. The addendum incorporates federally required contract provisions to ensure compliance with applicable grant and funding requirements.

The revisions include updates to indemnification, contract work hours and safety standards, termination provisions, equal employment opportunity requirements, and the inclusion of the Byrd Anti-Lobbying Certification.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. TERM: N/A
2. FISCAL IMPACT: N/A
3. TERMINATION TERMS: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



**ADDENDUM # 01
TO
IRSC ARCHITECT AGREEMENT**

This Addendum # 001 is made to the Architect Agreement (the "**Original Agreement**"), effective Date of **March 3, 2025**, and Fully Executed on **May 20, 2025**, attached as Exhibit B, between **Indian River State College**, in State of FLORIDA (the "**College**"), and **Song & Associates Inc.** ("**Architect**").

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 Four (4) – Indemnification**, to include contractor, subcontractor, consultant, sub-consultant shall indemnify, save and hold harmless the Florida Department of Commerce and all of its officers, employees from all suits, actions, claims, demands, Liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, subcontractor, consultant, sub-consultant its officers or employees.
2. **Section A.4.2 – Architect To Conform To Budget**, shall include 2 CFR requirements for contract work hours and safety standards; in reference to requirements under 29 CFR 5.5(b).
3. **Section 6.4.1 – Termination** shall include Termination for Cause and Convenience in reference to the 2 CFR provision.
4. **Section 6.25 – Nondiscrimination** shall include Equal Employment Opportunity in reference to 2 CFR requirements for equal employment opportunity; include the specific clause required under 41 CFR 60-1.4(b).
5. **Song & Associates Inc.** agrees to sign attached **Exhibit A**, Byrd Anti-Lobbying certification.
6. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Architect 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.

Song & Associates Inc

By: _____

Signature

Date: July 30, 2026

Name and Title: Robert Castrovinci, AIA - Principal and Partner

Indian River State College - APPROVED BY:

By: _____

Signature

Date: 8/5/26

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

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature of Contractor's Authorized Official:



Printed Name and Title: Robert Castrovinci, AIA - Principal and Partner

Company Name: Song + Associates, Inc.

Date: July 30, 2026



Facilities Committee Meeting Agenda Item #5a
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Addendum #01 to the Construction Agreement with Charles Perry Partners, Inc. – Blackburn Education Building – GMP

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval of Addendum #01 to the Construction Agreement with Charles Perry Partners, Inc. for the Blackburn Education Building project. The addendum incorporates federally required contract provisions to ensure compliance with applicable grant and funding requirements.

The revisions include updates to the indemnification, termination, and contract work hours and safety standards provisions, as well as the inclusion of the Byrd Anti-Lobbying Certification.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** N/A
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



**ADDENDUM # 01
TO
IRSC CONSTRUCTION AGREEMENT**

This Addendum # 001 is made to the Construction Agreement (the "**Original Agreement**"), effective Date of **January 5, 2026**, and Fully Executed on **November 18, 2025**, attached as Exhibit A, between **Indian River State College**, in State of FLORIDA (the "**College**"), and **CHARLES PERRY PARTNERS, INC.**, (CPPI) ("**Contractor**").

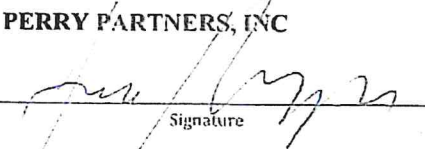
WHEREAS the Parties desire to modify the contract terms of the Original Agreement.

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

1. Intentionally left blank.
2. **Section 16. (E)** – Contract Work Hours and Safety Standards Act, shall include 2 CFR requirements for contract work hours and safety standards; in reference to requirements under 29 CFR 5.5(b).
3. **Section 16. (B)** – **Termination** shall include Termination for Cause and Convenience in reference to the 2 CFR provision.
4. **CHARLES PERRY PARTNERS, INC.**, agrees to sign attached Exhibit A, Byrd Anti-Lobbying certification.
5. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Architect 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.

CHARLES PERRY PARTNERS, INC

By:  Date: August 4, 2026
Signature

Name and Title: Jason Morgan, Principal / Executive Vice President

Indian River State College - APPROVED BY:

By: _____

Signature

Date: _____

6 Aug 26

Name and Title: _____

Dr. Timothy Moore - President

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature of Contractor's Authorized Official: _____

Printed Name and Title: Jason Morgan, Principal / Executive Vice President

Company Name: Charles Perry Partners, Inc.

Date: August 4, 2026



THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **10/31/2025** by and between DISTRICT BOARD OF TRUSTEES OF 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 **CHARLES PERRY PARTNERS, INC, (CPPI)** (hereinafter referred to as the "Contractor"), having a principal business at **200 E. Palm Valley Dr, Ste 2000, Oviedo, FL 32765 USA** in connection with the construction of the following described project: **IRSC BLACKBURN EDUCATIONAL BUILDING - GMP**, located at **3002 Avenue D, Fort Pierce, FL 34981**, complete with all work appurtenant thereto as further specified in Scope of Work or Exhibit A and Fee Schedule or Exhibit B. Per Proposal Dated, October 29, 2025 – CPPI GMP Guaranteed Maximum Price - Blackburn Educational Building Renovations or Exhibit C, **RFQu #24/25-03 Construction Management Continuing Services - Minor Projects.**

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **1/5/2026** and to fully complete all work by no later than **6/30/2026**.

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **One Million, Seven Hundred Fifty One Thousand, One Hundred Ninety-one & No/100 Dollars (\$1,751,191.00)** ("Contract Sum") including Alternate # 1 (\$9,637) Alternate # 2 (\$52,782), Alternate # 3 (\$16,626), Alternate # 4 (\$80,178), Alternate # 5 (\$154,797), Alternate # 6A (\$50,836), Alternate # 6B (\$45,133), Alternate # 7 (\$9,889), Alternate # 8 (\$21,176) and Alternate # 9 (\$13,525); subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

6.00 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall make such inspection, and when the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly so certify to the Owner, over his/her own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefor, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance

of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid. Final payment shall be made following the procedures set forth in the Contract Documents.

7.00 REPRESENTATIONS. The Contractor shall not extend the credit or faith of the Owner to any other persons or organizations. Contractor hereby represents to college, with full knowledge that College is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

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

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

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

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

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

13.00 GOVERNING LAW. 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

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

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

If to Owner:

Indian River State College

Attn: Tony Quinn

Associate Vice President of Capital Planning, Projects, and Facilities |

3209 Virginia Avenue

Fort Pierce, Florida 34981-5596

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient

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

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

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

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

17.00 Public Records. Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Specifically, Contractor shall:

- (A) Keep and maintain public records required by the College to perform the service.
- (B) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119 Florida Statutes or as otherwise provided by law.
- (C) Ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if Contractor does not transfer the records to the College.

(D) Upon completion of the agreement, transfer, at no cost, to the College all public records in possession of Contractor or keep and maintain public records required by the College to perform the service. If Contractor transfers all public records to the College upon completion of the agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If Contractor keeps and maintains public records upon completion of the agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology system of the College.

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) 462-7050, cvalentin@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

18.00 SURETY. Pursuant to section 255.05(1), of the statutes of the State of Florida, a person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority or private entity, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety.

19.00 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless IRSC for all claims, suits, judgments, or damages, including court costs, and attorney's fees, arising out of the negligent or intentional acts or omissions of Contractor and its agents, subcontractors, and employees, in the course of the operation of this Agreement. Further, the Contractor agrees to defend IRSC, upon receiving timely written notification from IRSC, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of Contractor and its agents, subcontractors, and employees, in the course of operation of the Agreement. Where IRSC and Contractor have been alleged to have committed joint negligent and intentional acts, IRSC shall not be liable for, nor have any obligation to defend Contractor with respect to the part of the joint negligent or intentional act committed by Contractor, and in no event, shall IRSC be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the

sole negligent or intentional acts of Contractor.

Nothing herein shall be deemed a waiver of sovereign immunity or the provisions of section 768.28, Florida Statutes.

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

[SPACE INTENTIONALLY LEFTBLANK]

CHARLES PERRY PARTNERS, INC
Contractor/Vendor/Supplier Name

Signature

Name and Title

200 E. Palm Valley Dr, Ste 2000
Address

Oviedo, FL 32765

City, State, Zip

45-1601307
Unique Entity ID (sam.gov) or Tax ID

October 30, 2025

Date

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

Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

11/20/2025

Date

APPROVED BY:

See next page

Authorized Designee of the Board of Trustees

Name and Title

Date

CHARLES PERRY PARTNERS, INC
Contractor/Vendor/Supplier Name

Signature

Name and Title

200 E. Palm Valley Dr, Ste 2000
Address

Oviedo, FL 32765

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

October 30, 2025

Date

OWNER:

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

RECOMMENDED BY:

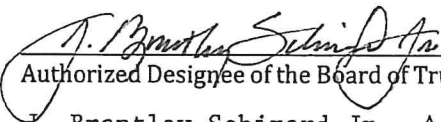
Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:



Authorized Designee of the Board of Trustees

J. Brantley Schirard Jr., Acting Chair

Name and Title

11/18/25

Date

EXHIBIT A

SCOPE OF SERVICES

SCOPE to include:

1. Replacement of acoustical ceiling is to remove and replace ceiling "les only. Existing grid to remain.
2. Per IRSC's request, additional flooring scope includes new carpet "le and base in all classrooms and new LVT and base in corridors.
3. Per IRSC's request, we have included a new light fixture and new flooring in the existing elevator.
4. Replacement lights at the flagpole (2 EA) are provided by IRSC and installed by GC/Elec.
5. CPPI has provided a separate line item add allowance to provide and install a new coating on the arcade sidewalks. This product will need to be specified and approved by the architect prior to installation, due to concerns about slip/trip/fall potential with the proposed installation. CPPI understands that there is currently a slip hazard on the existing surface.
6. Installation of the IRSC provided water heater assumes that the existing circuit and disconnect are the proper voltage and amperage.
7. Removal and replacement of the existing exterior light fixtures assumes that the new base trim will provide sufficient cover. Patching of any stucco is excluded.
8. Installation of (4 EA) low energy auto door operators is assumed to be able to be accomplished with a surface mounted application. Modification of area of mounting is excluded. Push plates included for this project are wireless operated. Product included is ASSA ABLOY SW200i Swing Door Operator.
9. Exhaust fans are assumed to be a cassette type fixture and can be installed in existing rough-in box.
10. Arbor repairs includes replacement of (5) new 3 x 10 beams and (8) new 2 x 4 joists. All material is figured as rough sawn cedar.
Miscellaneous fasteners/connections are included.
11. Removal of existing window treatments and installation of window film on existing windows is included. Per IRSC's direction, the window film is a 70% shading material.
12. Per IRSC's request, four (4) outdoor lockable hose bib faucet assemblies will be provided and installed at the four (4) existing hose bib locations specified by the Owner. The product included shall be Haws Model 3660 Outdoor Pedestal Lockable Bib Faucet.

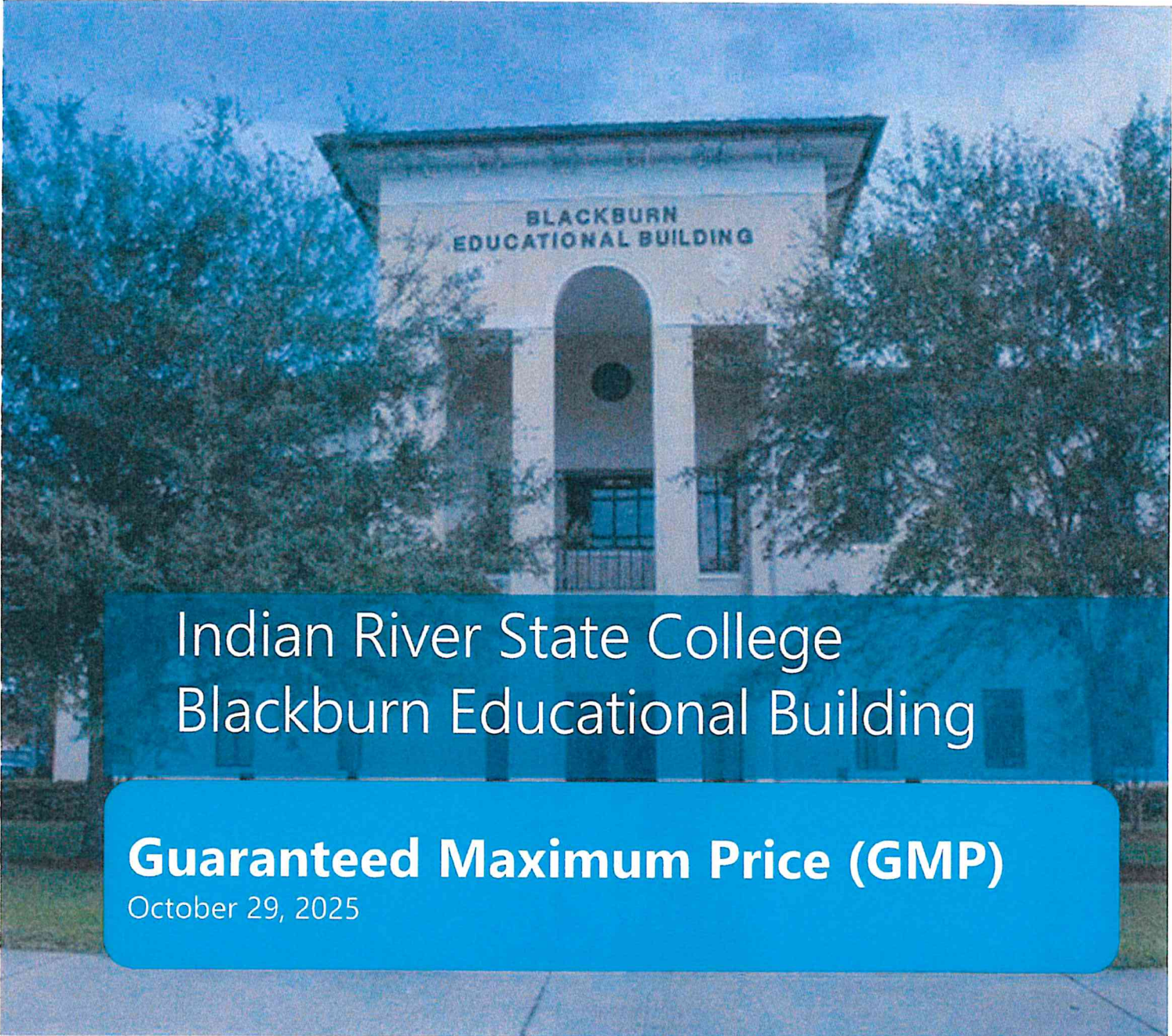
EXHIBIT B - FEE SCHEDULE

	Description	Takeoff Quantity	Sub Cost/Unit	Total Amount
1	GENERAL CONDITIONS			
2	Permits			
3	Building Permit Allowance	1.00 ls	30,000.00 /ls	30,000
4	Project Management			
5	General Conditions	6.00 mon	39,623.00 /mon	239,538
6	General Requirements	6.00 mon	7,320.00 /mon	43,920
7	EXISTING CONDITIONS & DEMO			
8	Demolition Subs			
9	Selective Demo	1.00 ea	23,500.00 /ea	23,500
10	CONCRETE			
11	Concrete Sub by CY			
12	Concrete Pad for Generator	10.00 CY	1,500.00 /CY	15,000
13	Concrete Pad for ATS/Panel Stand	2.00 CY	1,500.00 /CY	3,000
14	ROUGH CARPENTRY			
15	Finish Carpentry Subs			
16	Door & Hardware Installation	1.00 ls	1,000.00 /ls	1,000
17	Remove and replace wood arbor	1.00 ls	10,000.00 /ls	10,000
18	OPENINGS			
19	Doors - HM Doors & Frames			
20	Doors/Frames/Hardware	1.00 ls	4,250.00 /ls	4,250
21	FINISHES			
22	Drywall Sub			
23	Drywall @ Telehealth office RM 120	1.00 ls	29,424.00 /ls	29,424
24	Patch gyp ceilings @ lights in RR	1.00 ls	0.01 /ls	0
25	Misc. drywall patching	1.00 ls	3,750.00 /ls	3,750
26	Ceilings- Subcontract			
27	Acoustical Ceiling Tile Replacement @ Lounge & Telehealth	1.00 ls	5,429.00 /ls	5,429
28	Flooring- Resilient			
29	Porcelain Floor Tile @ RR	1.00 ls	50,265.00 /ls	50,265
30	Porcelain Wall Tile @ RR	1.00 ls	0.01 /ls	0
31	Tile Base @ RR	1.00 ls	0.01 /ls	0
32	Luxury Vinyl Tile @ Lounge	1.00 sf	0.01 /sf	0
33	Rubber Base @ Lounge & Telehealth	1.00 sf	0.01 /sf	0
34	Carpet Tile @ Telehealth	1.00 sf	0.01 /sf	0
35	Glue removal @ carpet replacement	1,503.00 sf	1.75 /sf	2,630
36	Painting- Interior			
37	Painting of RRs / Lounge / Telehealth Office / Computer Lab	1.00 ls	12,157.00 /ls	12,157
38	SPECIALTIES			
39	Toilet Access by LS			
40	Toilet Accessories	1.00 ls	17,318.16 /ls	17,318
41	Toilet Partitions	1.00 ls	63,394.47 /ls	63,394
42	Oasislinear - Telehealth Pods Large	2.00 ea	0.01 /ea	0
43	FURNISHINGS			
44	Casework- Medical			
45	Lounge - Solid Surface	1.00 ls	11,020.00 /ls	11,020
46	Lounge - Cabinets (bases & uppers)	1.00 ls	0.01 /ls	0
47	PLUMBING			
48	Plumbing			
49	Water closets (WC-1/WC-2)	1.00 ls	73,340.00 /ls	73,340
50	RR sinks - lavatory wall hung (L-1/L-2)	1.00 ls	0.01 /ls	0
51	Urinals (UR-1)	1.00 ls	0.01 /ls	0
52	Lounge Sink (S1)	1.00 ls	0.01 /ls	0
53	Reinstall of Insta-hot water heater @ Lounge	1.00 ls	0.01 /ls	0
54	Install of new Insta-hot water heater @ ADA stalls in RR	1.00 ls	0.01 /ls	0
55	ELECTRICAL			
56	Electrical Sub			
57	Emergency lighting in designated areas	1.00 ls	446,000.00 /ls	446,000
58	Lounge cabinet replacement electrical coordination	1.00 ea	0.01 /ea	0
59	OWNER REQUESTED ADDED SCOPE			
60	TRADES			
61	Added Scope Cost of Work Allowance	1.00 ls	380,684.00 /ls	380,684

EXHIBIT B - FEE SCHEDULE

Estimate Totals

Description	Amount	Totals	Rate
Subtotal Cost of Work		1,465,620	
Builder's Risk - Coastal	9,106		
at Bond (max 24 mos 01.19.2024)	12,808		
General Liability 01.19.2024	9,211		
Subtotal Bonds, Insurance	31,125	1,496,745	
Construction Contingency	74,837		
Profit / Overhead	179,609		
Subtotal	254,446	1,751,191	
Total		1,751,191	

A photograph of the Blackburn Educational Building at Indian River State College. The building is a two-story structure with a central arched entrance and a flat roof. The words "BLACKBURN EDUCATIONAL BUILDING" are inscribed on the facade above the arch. The building is surrounded by lush green trees and a clear blue sky.

BLACKBURN
EDUCATIONAL BUILDING

Indian River State College Blackburn Educational Building

Guaranteed Maximum Price (GMP)

October 29, 2025



Charles Perry Partners, Inc.

200 E. Palm Valley Drive, Suite 2000

Oviedo, FL 32765

407-977-2353

www.cppei.com

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TAB 2	Estimate
TAB 3	Project Qualifications
TAB 4	Erosion Control Plan
TAB 5	Construction Documents

Prepared for:
Kevin Cisneros
Facilities
kcisneros@irsc.edu

CPPI Contact:
Tim Dickson
Vice President,
Preconstruction
tim.dickson@cpqi.com
407.388.5441



TAB 1

Executive Summary



construction management | design-build | general contracting

October 29, 2025

Mr. Kevin Cisneros
Project Manager
IRSC Facilities

Re: CPPI GMP Proposal
Blackburn Educational Building Renovations

CPPI is pleased to present our GMP Proposal for the Blackburn Educational Building Renovations located at 3002 Avenue D, Fort Pierce, Florida.

Total Base Bid: \$1,296,612.00 (One million, two hundred ninety-six thousand, six hundred twelve & 00/100 Dollars)

Deductive Alternate #1 – As shown on Sheet A-750/1E.0, provide porcelain wall tile in restrooms up to 6 feet above finished floor in lieu of full-height porcelain wall tile. **DEDUCT: \$9,352.38**

Total Base with Alternates: \$1,751,191.00 (One million, seven hundred fifty-one thousand, one hundred ninety-one & 00/100 Dollars)

The following alternates are provided as allowances, until design can be finalized for each of the added scope items.

Add Alternate #1 – Removal and replace wood arbor. **ADD: \$9,637**

Add Alternate #2 – Furnish and install of four (4) ADA Autodoor Operators. **ADD: \$52,782**

Add Alternate #3 – Removal of existing window treatments and installation of window film on existing windows. Per IRSC's direction, the window film is a 70% shading material. **ADD: 16,626**

Add Alternate #4 – Replacement of Acoustical Ceiling Tiles in additional rooms. **ADD: \$80,178**

Add Alternate #5 – Provide all labor, materials, and equipment necessary to replace existing carpet and LVT flooring and base in the following rooms: 118, 119, 119A, 119B, 119C, 121, 124, 124C, 124D, 105, 104, 104A, 104B, 104C, 104D, 102, 108, 202, 203, 204, 205, 206, 214, 215, 215A, 215B, 216 and 217. **ADD: \$154,797**

Add Alternate #6A - Provide all labor, materials, and equipment necessary for interior painting of all of the following rooms: 118, 119, 119A, 119B, 119C, 121, 124, 124C, 124D, 105, 104, 104A, 104B, 104C, 104D, 102, 108, 202, 203, 204, 205, 206, 214, 215, 215A, 215B, 216 and 217.

ADD: \$50,836

Add Alternate #6B - Provide all labor, materials, and equipment necessary for exterior painting of building. This would be to include any exterior ceilings and arcade sidewalks. **ADD: \$45,133**

Add Alternate #7 – Plumbing scope to add lockable hose bibs, install Owner provided water coolers at 4 locations, and install of Owner provided low-boy water heater. **ADD: \$9,889**

Add Alternate #8 – Electrical scope to provide and install new elevator light, install Owner provided flagpole lights, intercept and reroute existing light bollard circuit to electrical panel in Blackburn building, provide and install new exhaust fans in 4 staff toilets. **ADD: \$21,176**

Add Alternate #9 – Provide and install 6" ADS pipes at (6) downspout locations for drainage relief to adjacent swale and or drainage box. See Erosion Control Plan. **ADD: \$13,525**

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

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

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

Best Regards!

Tim Saunders

Tim Saunders
Senior Estimator
Preconstruction



TAB 2

Estimate

	Description	Takeoff Quantity	Sub Cost/Unit	Total Amount
1	GENERAL CONDITIONS			
2	Permits			
3	Building Permit Allowance	1.00 ls	30,000.00 /ls	30,000
4	Project Management			
5	General Conditions	6.00 mon	39,923.00 /mon	239,538
6	General Requirements	6.00 mon	7,320.00 /mon	43,920
7	EXISTING CONDITIONS & DEMO			
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9	Selective Demo	1.00 ea	23,500.00 /ea	23,500
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11	Concrete Sub by CY			
12	Concrete Pad for Generator	10.00 CY	1,500.00 /CY	15,000
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34	Carpet Tile @ Telehealth	1.00 sf	0.01 /sf	0
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44	Casework- Medical			
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57	Emergency lighting in designated areas	1.00 ls	446,000.00 /ls	446,000
58	Lounge cabinet replacement electrical coordination	1.00 ea	0.01 /ea	0
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60	TRADES			
61	Added Scope Cost of Work Allowance	1.00 ls	380,684.00 /ls	380,684

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Subtotal	254,446	1,751,191	
Total		1,751,191	

Alternate Flooring Scope

36 - Flooring - Alternate - 5,626 SF
43 - Flooring - Base Bid - 1,678 SF
44 - Base - Base Bid - 447 LF
45 - Base - Alternate - 1,013 LF

FIRST FLOOR PLAN 1

[illegible]

Diagram 1: A single-line diagram showing a power source (transformer) connected to a load (light bulb) via a single wire. Labels include "SINGLE LINE", "POWER SOURCE", "LOAD", and "WIRE".

Diagram 2: A multi-line diagram showing a power source connected to a load via multiple wires. Labels include "MULTI LINE", "POWER SOURCE", "LOAD", and "WIRE".

Diagram 3: A three-phase diagram showing a power source connected to a load via three wires. Labels include "THREE PHASE", "POWER SOURCE", "LOAD", and "WIRE".

Diagram 4: A diagram showing a power source connected to a load via a single wire, with a switch in the line. Labels include "SINGLE LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 5: A diagram showing a power source connected to a load via multiple wires, with a switch in the line. Labels include "MULTI LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 6: A diagram showing a power source connected to a load via three wires, with a switch in the line. Labels include "THREE PHASE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 7: A diagram showing a power source connected to a load via a single wire, with a switch in the line. Labels include "SINGLE LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 8: A diagram showing a power source connected to a load via multiple wires, with a switch in the line. Labels include "MULTI LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 9: A diagram showing a power source connected to a load via three wires, with a switch in the line. Labels include "THREE PHASE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 10: A diagram showing a power source connected to a load via a single wire, with a switch in the line. Labels include "SINGLE LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 11: A diagram showing a power source connected to a load via multiple wires, with a switch in the line. Labels include "MULTI LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 12: A diagram showing a power source connected to a load via three wires, with a switch in the line. Labels include "THREE PHASE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 13: A diagram showing a power source connected to a load via a single wire, with a switch in the line. Labels include "SINGLE LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 14: A diagram showing a power source connected to a load via multiple wires, with a switch in the line. Labels include "MULTI LINE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

Diagram 15: A diagram showing a power source connected to a load via three wires, with a switch in the line. Labels include "THREE PHASE", "POWER SOURCE", "SWITCH", "LOAD", and "WIRE".

1. EVERYONE WILL HAVE TO RETURN TO SCHOOL
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Arthurian & Fleming Trust Group
1500 Chestnut Street, Suite 1500
New York, NY 10037
Tel: 212 333 3333
Fax: 212 333 3333
E-mail: info@arthurian.com
Web: www.arthurian.com



Page 10 of 10

NEW QCM	DATE

Date: _____
 By: _____
 Title: _____
 Signature: _____
 Printed Name: _____
 100% CONSTRUCTION DOCUMENTS

**FIRST FLOOR
PLAN**

A-201

Alternate Flooring Scope



SECOND FLOOR PLAN

1



GENERAL NOTES

1. THE OWNER SHALL BE RESPONSIBLE FOR ALL PERMITS AND UTILITIES CONNECTIONS PRIOR TO CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR ALL PERMITS AND UTILITIES CONNECTIONS PRIOR TO CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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FLOOR PLAN LEGEND

- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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CODING NOTES

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Song - Associates
 1100 Commercial Blvd., Suite 1000
 Fort Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112



BLACKBURN EDUCATIONAL BUILDING
 1100 Commercial Blvd., Suite 1000
 Fort Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112

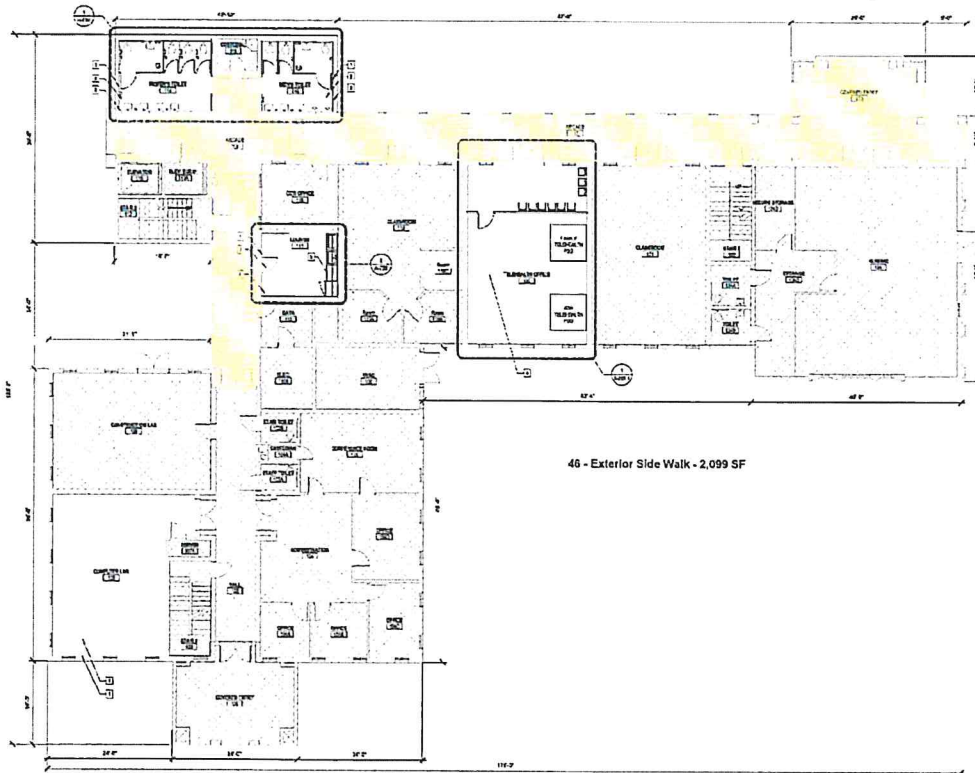
INDIAN RIVER STATE COLLEGE
 3000 AVE. D, PORT PIERCE, FL 32907
 Phone: (888) 888-8888
 Fax: (888) 888-8888

REVISION	DATE
1	10/14/2025

SECOND FLOOR PLAN

A-202

Alternate Painting of Exterior Sidewalk Scope

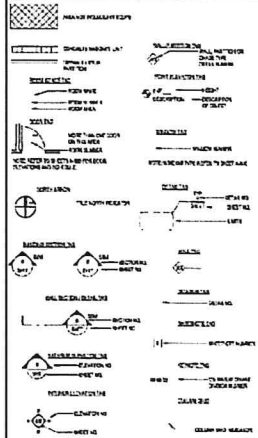


46 - Exterior Side Walk - 2,099 SF

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.
2. ALL DIMENSIONS FOR NEW WORK SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. ALL MATERIALS, METHODS, AND TECHNIQUES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
4. THE GENERAL CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
5. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS, GUTTERS, AND DRAINAGE SYSTEMS.
6. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING LANDSCAPING AND PLANTINGS.
7. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNAGE AND MARKINGS.
8. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING FENCES AND BARRIERS.
9. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING LIGHTING AND ELECTRICAL SYSTEMS.
10. THE GENERAL CONTRACTOR SHALL MAINTAIN ALL EXISTING PAVEMENT AND SURFACING.

FLOOR PLAN LEGEND



CODED NOTES

1. EXISTING CURB AND GUTTER TO BE REPAIRED.
2. EXISTING CURB AND GUTTER TO BE REPLACED.
3. EXISTING CURB AND GUTTER TO BE REPLACED AND REPAIRED.
4. EXISTING CURB AND GUTTER TO BE REPLACED AND REPAIRED AND REPAIRED.
5. EXISTING CURB AND GUTTER TO BE REPLACED AND REPAIRED AND REPAIRED AND REPAIRED.

宋
Song - Associates

Architect & Planning, Interior Design
1301 Limestone Road, Suite 100
West Palm Beach, Florida 33411
Telephone: 561-833-1111
Fax: 561-833-1112

10/14/2025 10:11 AM



Contractor:

BLACKBURN
EDUCATIONAL
BUILDING



INDIAN RIVER
STATE
COLLEGE
3000 AVENUE D, PORT
JACKSON, FL 34957

Key Plan:



REVISION	DATE

Drawn: [Name]
Check: [Name]
Date: [Date]
Scale: [Scale]
Title: [Title]

FIRST FLOOR
PLAN



Alternate ACT & Painting Scope

Architectural floor plan of the second floor showing painting scope. The plan includes a legend with three categories:

- 38 - ACT - Alternate - 6,200 SF
- 44 - Paint - Base Bld - 114 LF
- 45 - Paint - Alternate - 1,078 LF

The plan shows various rooms, corridors, and stairwells, with dimensions and room numbers. A large 'X' is drawn over the right side of the plan.

1. THE SERVICE CONTRACTOR SHALL HAVE A LICENSED AND LICENSEE ADDRESSES PRIOR TO STARTING CONTRACT. IT SHALL BE THE RESPONSIBILITY OF THE SERVICE CONTRACTOR TO KEEP THE LICENSES IN FORCE.
2. ALL WORK SHALL BE DONE WITHIN THE TIME FRAME OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE WORK.
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[illegible]

1 LAST TWO INTERVIEW DATES TO BE RECALCULATED

2 LAST TWO PLACES TO BE RECALCULATED PER THE RECORDS

3 CHANGING DATES TO BE RECALCULATED PER THE RECORDS

4 LAST TWO INTERVIEW DATES TO BE RECALCULATED PER THE RECORDS

5 CHANGING DATES TO BE RECALCULATED PER THE RECORDS

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[illegible]

**BLACKBURN
EDUCATIONAL
BUILDING**


Ipswich Road School Centre

Key: Part 1

Date: _____
 S-A Project No: _____
 Owner Project No: _____
 County No: _____
 District No: _____

A-202



TAB 3

Project Qualifications



construction management | design-build | general contracting

CPPI Qualifications and/or Exclusions

1. This proposal is based on regular hours, Monday through Thursday from 7:00 AM to 5:00 PM.
2. CPPI anticipates six months duration to complete the work, including all requested Add Alternates.
3. General Liability Insurance is included.
4. Builders Risk insurance is included.
5. Performance & Payment bond is included.
6. Building Permit Fee has been included as an allowance of \$30,000.
7. CPPI's proposal is based on the Construction Documents dated 9/02/2025.
8. Testing and inspections are to be provided by IRSC Facilities.
9. CPPI assumes that the existing carriers for lavatories and urinals are sufficient for re-use and are existing to remain.
10. This proposal assumes that the existing substrate in the two gang restrooms is pre-sloped concrete, that the existing tile is installed with thin-set adhesive. If the substrate is a mud bed installation, CPPI assumes this substrate will remain and be sufficient for new tile installation. If the mud bed requires replacement and/or repair, this would be an additional cost.
11. The cabinet detail section indicates a soffit above the cabinets in the Lounge. The existing cabinets do not have a soffit. Installation of a new soffit above the proposed cabinets is excluded, as it is not indicated on the reflected ceiling plan.
12. There is an insta-hot water heater underneath the existing Lounge sink. CPPI assumes this will remain and will be reconnected to new Lounge sink.
13. All appliances are excluded and assumed to be provided by IRSC.

Added Scope Clarifications and/or Description:

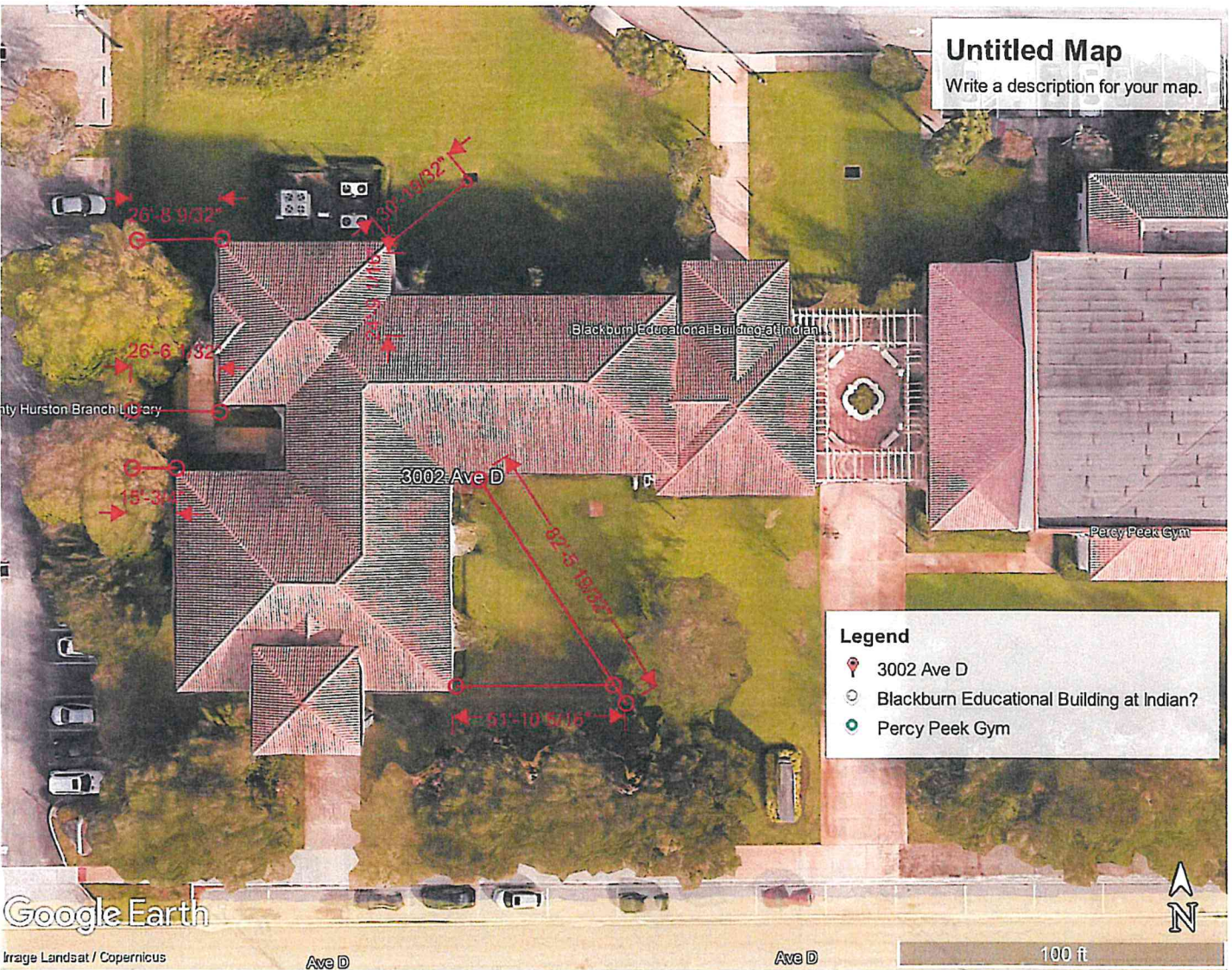
1. Replacement of acoustical ceiling is to remove and replace ceiling tiles only. Existing grid to remain.
2. Per IRSC's request, additional flooring scope includes new carpet tile and base in all classrooms and new LVT and base in corridors.

3. Per IRSC's request, we have included a new light fixture and new flooring in the existing elevator.
4. Replacement lights at the flagpole (2 EA) are provided by IRSC and installed by GC/Elec.
5. CPPI has provided a separate line item add allowance to provide and install a new coating on the arcade sidewalks. This product will need to be specified and approved by the architect prior to installation, due to concerns about slip/trip/fall potential with the proposed installation. CPPI understands that there is currently a slip hazard on the existing surface.
6. Installation of the IRSC provided water heater assumes that the existing circuit and disconnect are the proper voltage and amperage.
7. Removal and replacement of the existing exterior light fixtures assumes that the new base trim will provide sufficient cover. Patching of any stucco is excluded.
8. Installation of (4 EA) low energy auto door operators is assumed to be able to be accomplished with a surface mounted application. Modification of area of mounting is excluded. Push plates included for this project are wireless operated. Product included is ASSA ABLOY SW200i Swing Door Operator.
9. Exhaust fans are assumed to be a cassette type fixture and can be installed in existing rough-in box.
10. Arbor repairs includes replacement of (5) new 3 x 10 beams and (8) new 2 x 4 joists. All material is figured as rough sawn cedar. Miscellaneous fasteners/connections are included.
11. Removal of existing window treatments and installation of window film on existing windows is included. Per IRSC's direction, the window film is a 70% shading material.
12. Per IRSC's request, four (4) outdoor lockable hose bib faucet assemblies will be provided and installed at the four (4) existing hose bib locations specified by the Owner. The product included shall be Haws Model 3660 Outdoor Pedestal Lockable Bib Faucet.



TAB 4

Erosion Control Plan





TAB 5

Construction Documents

 Sheet No./Spec Section	Indian River State College - Blackburn Education Bldg. Renovation LIST OF DRAWINGS, SPECIFICATIONS, ADDENDUMS, BID SUPPLEMENTS DATE: 10/28/2025	100% Construction Documents
DRAWINGS		
GENERAL SHEETS		
	COVER	9/2/2025
G-100	PROJECT SHEET INDEX, VICINTY MAP, GENERAL NOTES	9/2/2025
DEMOLITION		
D-201	DEMOLITION FIRST FLOOR PLAN	9/2/2025
D-202	DEMOLITION SECOND FLOOR PLAN	9/2/2025
ARCHITECTURAL		
A-201	FIRST FLOOR PLAN	9/2/2025
A-201.1	FIRST FLOOR TELEHEALTH PLAN	9/2/2025
A-202	SECOND FLOOR PLAN	9/2/2025
A-301	FIRST FLOOR REFLECTED CEILING PLAN	9/2/2025
A-750	ENLARGED TOILET PLANS	9/2/2025
A-751	EQUIPMENT DETAILS AND MOUNTING HEIGHT	9/2/2025
PLUMBING		
P-001	GENERAL NOTES, ABBREVIATIONS, LEGEND & SCHEDULE - PLUMBING	9/2/2025
P-101	FIRST FLOOR PLAN - PLUMBING	9/2/2025
P-102	SECOND FLOOR PLAN - PLUMBING	9/2/2025
PD-101	DEMOLITION FIRST FLOOR PLAN - PLUMBING	9/2/2025
PD-102	DEMOLITION SECOND FLOOR PLAN - PLUMBING	9/2/2025
ELECTRICAL		
E-001	GENERAL NOTES, ELECTRICAL	9/2/2025
E-101	FIRST FLOOR PLAN - LIGHTING	9/2/2025
E-102	SECOND FLOOR PLAN - LIGHTING	9/2/2025
E-201	FIRST FLOOR PLAN - POWER	9/2/2025
E-202	SECOND FLOOR PLAN - POWER	9/2/2025
E-501	DETAILS - ELECTRICAL	9/2/2025
E-601	RISER DIAGRAM - ELECTRICAL	9/2/2025
ED-101	DEMOLITION FIRST FLOOR PLAN - LIGHTING	9/2/2025
ED-102	DEMOLITION SECOND FLOOR PLAN - LIGHTING	9/2/2025
VOLUME 1 - SPECIFICATIONS		
DIVISION 22 - PLUMBING		
22 01 00	GENERAL PLUMBING PROVISIONS	9/2/2025
22 05 23.12	BALL VALVES FOR PLUMBING PIPING	9/2/2025
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	9/2/2025
22 05 53	INDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	9/2/2025
22 07 19	PLUMBING PIPING INSULATION	9/2/2025
22 11 16	DOMESTIC WATER PIPING	9/2/2025
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	9/2/2025
22 13 16	SANITARY WASTE AND VENT PIPING	9/2/2025
22 13 19	SANITARY WASTE PIPING SPECIALTIES	9/2/2025
22 42 13.13	COMMERCIAL WATER CLOSETS	9/2/2025
22 42 16.13	COMMERCIAL LAVATORIES	9/2/2025
22 42 16.16	COMMERCIAL SINKS	9/2/2025
DIVISION 26 - ELECTRICAL		
26 01 00	BASIC ELECTRICAL REQUIREMENTS	9/2/2025
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	9/2/2025
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	9/2/2025
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	9/2/2025
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	9/2/2025
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	9/2/2025
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	9/2/2025

 Sheet No./Spec Section	Indian River State College - Blackburn Education Bldg. Renovation LIST OF DRAWINGS, SPECIFICATIONS, ADDENDUMS, BID SUPPLEMENTS DATE: 10/28/2025	100% Construction Documents
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	9/2/2025
26 09 23	LIGHTING CONTROL DEVICES	9/2/2025
26 27 26	WIRING DEVICES	9/2/2025
26 32 13	DIESEL EMERGENCY ENGINE GENERATORS	9/2/2025
26 36 00	TRANSFER SWITCHES	9/2/2025
26 51 00	INTERIOR LIGHTING	9/2/2025
DIVISION 27 - COMMUNICATIONS		
27 00 00	COMMUNICATIONS	9/2/2025
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS SYSTEMS	9/2/2025
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	9/2/2025
27 05 37	FIRESTOPPING FOR COMMUNICATIONS SYSTEMS	9/2/2025
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	9/2/2025
27 15 13	COMMUNICATIONS HORIZONTAL COPPER CABLING	9/2/2025
27 15 43	COMMUNICATIONS FACEPLATES AND CONNECTORS	9/2/2025
27 16 19	COMMUNICATIONS PATCH CORDS AND WORKSTATION CORDS	9/2/2025



BUILDING

LONG LASTING RELATIONSHIPS
& STRUCTURES SINCE 1968.

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



Facilities Committee Meeting Agenda Item #5b
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Charles Perry Partners, Inc. Construction Agreement for Pruitt J-Building Bathroom Repairs.

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval to proceed with the proposal submitted by Charles Perry Partners Inc. (CPPI) under our RFQu No. 24/25-03 Continuing Services Contract for the repairs of the J building, Pruitt Campus, 1st, 2nd and 3rd floor bathrooms.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 8/10/26 – 9/30/26
2. FISCAL IMPACT: \$274,331.00
3. TERMINATION TERMS: N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/2026

BOARD ACTION:

DATE: 8/25/2026



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **8/10/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Charles Perry Partners, Inc.** (hereinafter referred to as the "Contractor"), having a principal business **400 TONEY PENNA DR, SUITE A, JUPITER, FL 33458** in connection with the construction of the following described project: **Pruitt Campus – Building J Restroom Remediation and Repair R2 1st and 2nd floor**, located at **500 NW California Blvd building J, Port St. Lucie, FL 34986**, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **8/10/2026** and to fully complete all work by no later than **09/30/2026**.

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **Two-Hundred Seventy-Four Thousand Three-Hundred Thirty-One and No/100 Dollars (\$274,331.00)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

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

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

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

Contractor/Vendor/Supplier Name

Jason Morgan
Signature

Jason Morgan, VP
Name and Title

600 Toney Penna Drive, Suite A
Address

Jupiter, FL 33458
City, State, Zip

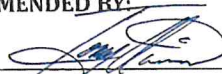
45-160137
Unique Entity ID (sam.gov) or Tax ID

8/12/26
Date

OWNER:

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

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

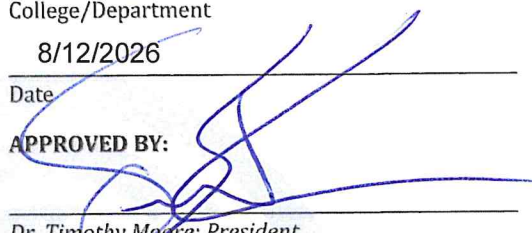
Facilities

College/Department

8/12/2026

Date

APPROVED BY:



Dr. Timothy Moore; President

8/12/26

Date



construction management | design-build | general contracting

August 10, 2026

Attention: Tony Quinn, Associate Vice President Capital Project, Planning
Indian River State College, Pruitt Campus – Building J
3209 Virginia Avenue
Fort Pierce, Florida, 34981

Re: Building J Restroom Remediation and Repair – R2 1st and 2nd Floor

Dear Mr. Quinn,

On June 29th, 2026, while on site, CPPI observed a sanitary backup outside our work area and reported the issue to IRSC. On 7/24/2026, CPPI's Senior Superintendent, Mark Malloy, conducted a site visit to the Pruitt Campus to investigate the reported leak above the restroom ceiling and observed multiple active and apparent long-term plumbing deficiencies that indicate the issue extends beyond a single leaking pipe. On August 4, 2026 CPPI with our Plumber & Electrician walked the 1st floor restroom to show the existing conditions which caused the leaking. CPPI with guidance from IRSC's team identified the following necessary scope:

Scope of Work

- Demo wall and Ceilings in restroom
- Repair all damaged and leaking plumbing
- Add new valves to building exterior to isolate building for water shut off.
- Add trap primer valve
- Camera and Clean all waste lines
- New fixture carriers for Toilets and Sinks if necessary.
- Utilize existing toilets and sink as appropriate
- Add Clean outs in restrooms.
- Repair Drywall
- Paint Entire Restroom (grey)
- Add hand dryers to all restrooms.
- Replace Tile
- Utilize existing toilet partitions.
- Repair leaks in Janitor closets at mop Sink.

To support IRSC's recommended project timeline, CPPI is submitting a Lump Sum Proposal for the completion of the 1st and 2nd Floor Restroom Repairs.

Additionally, CPPI recommends that IRSC evaluate the conditions on the 3rd floor. If repairs are determined to be necessary, CPPI is prepared to proceed with the work in accordance with the Alternate pricing proposal outlined below.

1 st and 2 nd Floor Lump Sum		3 rd Floor Alternate – Lump Sum
Sub Cost:	\$213,388	\$106,694
GC/GRs	\$27,740	\$5,044
Soff Cost / Fee	\$33,203	\$15,386
Total:	\$274,331	\$127,124

Sincerely,

Michael Conley
Director
Charles Perry Partners, Inc.

Page 1 of 1



TOPIC: Construction Agreement with LEGO Construction Co. – Massey Campus, V Bldg.,
Kight Center for Emerging Technologies

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval to proceed with the proposal submitted by LEGO Construction Co. under our RFQu No. 24/25-03 Continuing Services Contract for the renovation of the V building on Massey Campus.

The scope of work includes updating the flooring, repainting and renovating the interior on the third-floor east side of the building. These improvements are intended to enhance the overall appearance of the facility, bringing it in line with current standards and providing a more comfortable environment for students, faculty, and staff.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 8/25/26 – 1/31/27
2. FISCAL IMPACT: \$380,608.75
3. TERMINATION TERMS: In writing

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/2026

BOARD ACTION:

DATE: 8/25/2026



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **6/30/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and LEGO Construction Co (hereinafter referred to as the "Contractor"), having a principal business **1011 Sunnybrook Rd. Suite 905 Miami, FL 33136** in connection with the construction of the following described project: **Knight Center for Emerging Technologies, located at IRSC Massey Campus V-Building, 3209 Virginia Ave. Fort Pierce, FL 34981** complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **8/25/2026** and to fully complete all work by no later than **1/31/2027**.

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Three-Hundred Eighty-thousand Six-Hundred Eight and 75/100 Dollars (\$380,608.75)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGO Construction Co.

Signature

Luis Garcia, President, CEO

Name and Title

1011 Sunny Brook Rd., Suite 905

Address

Miami, FL, 33136

City, State, Zip

LEGO Tax Id: 20 - 4245999

Unique Entity ID (sam.gov) or Tax ID

July 7th, 2026

Date

OWNER:

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

RECOMMENDED BY:

Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

7/8/2026

Date

APPROVED BY:

Milo Thornton, Chair, District Board of Trustees

8/25/26

Date



Kight Center For Emerging Technologies

Project Location: 3209 Virginia Ave, Fort Pierce, FL 34981



**Indian River
State College**

01. EXECUTIVE SUMMARY

May 28th, 2026

Nichole Rummo
Project Manager | Facilities
Indian River State College
3209 Virginia Ave.
Fort Pierce, FL 34981-5596
Office: 772-462-7055
E-mail: nrummo@irsc.edu

Re: Executive Summary - Proposal for Kight Center for Emerging Technologies at Indian River State College.

Ms. Nichole,

LEGO Construction Co. is pleased to submit our proposal of **\$380,608.75 – Three Hundred Eighty Thousand Six Hundred and Eight Dollars and Seventy-Five Cents** for the Kight Center for Emerging Technologies at Indian River State College. This proposal is based on the site visit conducted on April 30, 2026, and the scope of work approved by Nichole Rummo through email on May 12, 2026.

Thank you for your attention to these comments. Please let us know if there are any questions or need any additional information regarding the scope of work covered in this project.

LEGO Construction appreciates the opportunity and looks forward to working with the Indian River State College on this project.

Sincerely,
LEGO Construction Co.
Suyash Bakliwal
Estimator
305-381-8421 X 112

02. PROPOSAL SUMMARY



03. CLARIFICATIONS FOR SCOPE OF WORK

KIGHT CENTER FOR EMERGING TECHNOLOGIES AT
INDIAN RIVER STATE COLLEGE

Clarifications for the Proposal

Nichole Rummo
Project Manager | Facilities
Indian River State College
3209 Virginia Ave.
Fort Pierce, FL 34981-5596
Office: 772-462-7055
E-mail: nrummo@irsc.edu

Re: Scope of work summary for the Kight Center for Emerging Technologies at Indian River State College.

Ms. Nichole,

The Scope of this Proposal is based on the site visit conducted on April 30, 2026, and the scope of work approved (Attached in this proposal) by Nichole Rummo through email on May 12th, 2026.

The scope of work for the V Building – Massey Campus, Kight Center for Emerging Technologies renovation includes construction activities on the 3rd floor east side of the building, covering multiple rooms including 311, 311A, 311B, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 323, 324, 325, 325A, 325B, 326, 327, 328, 329, 330 & 332, with specific exclusions for Rooms 325C, 325D, 325E, 325F, and 331. The project consists of removing and disposing of existing furniture, trash, carpet, and VCT flooring; drywall patching; installation of new carpet tile and Interface LVT flooring; installation of wall base and transition strips; and painting of door frames while excluding door painting. Additional room-specific work includes demolition and reconstruction of partition walls, relocation and reinstallation of millwork, removal or retention of furniture and cabinetry as noted, relocation of a refrigerator from Room 329 to Room 311B, and installation of new flooring and paint throughout designated spaces. The work will be performed during regular working hours, with completion required by August 31, 2026, and temporary fencing provided for the staging area.

If there are any changes to the scope of work by IRSC Facilities, LEGO reserves the right to review the updated scope and adjust the price accordingly.

General Notes:

1. The proposal is based on a site visit conducted on April 30, 2026, and the scope of work approved (Attached in this proposal) by Nichole Rummo through email on May 12, 2026.
2. The contractor will coordinate all construction activities with college personnel and the Project Manager to avoid disruption to school activities, testing, etc.

3. Third-party testing and inspection costs are excluded. The owner will employ and pay directly an independent testing lab for the testing and inspections required.
4. The proposal does not include costs for a field office trailer. LEGO plans to use a space within the school for their on-site Superintendent to set up and work from, and to conduct OAC meetings. If a construction trailer is required, then it will be included at an additional cost.
5. Relocation of existing fixtures/conduit in conflict with new construction shall be considered unforeseen conditions and processed through contingency adjustment.
6. All the scope shown on the approved scope of work sheet will be executed in compliance with the IRSC master specifications. The proposal does not include correcting any existing code violations that are not part of this project.
7. Builder's Risk Insurance is not included in the proposal and shall be provided by the Owner (if required).
8. The proposal does not include the testing and/or abatement of any asbestos and/or lead-based paint.
9. The school is responsible for removing, storing, and reinstalling any existing furniture that needs to be saved.
10. Self-leveling and moisture mitigation for the newly installed VCT/Carpet tiles are not part of the proposal, and if needed, an add alternate price will be provided for the scope.
11. This proposal doesn't include any type of permit fees.
12. As this project does not have a formal design/drawings, this price proposal has been provided using the "sketch" provided as well as the information discussed during our site visit. Each of the subcontractor proposals includes product information of the materials included. Any changes in these materials requested after the price approval may have a cost impact. Formal Submittals will be sent for the owner's approval before installing these materials on site (including door, Flooring, etc.). A representative from IRSC needs to review and approve these submittals to ensure there is no confusion.
13. The scope for dismantling existing millwork, installing new flooring, and reinstalling the millwork applies specifically to Room 319 only. Any additional millwork that requires removal and reinstallation in other areas should be considered an additional cost.

Sincerely,

LEGO Construction Co.
Suyash Bakliwal
Estimator
305-381-8421 x 112

Based on the site visit on 04/30/26, please confirm the scope of work below and let me know if anything needs to be changed or added.

V Building – Massey Campus
Kight Center for Emerging Technologies

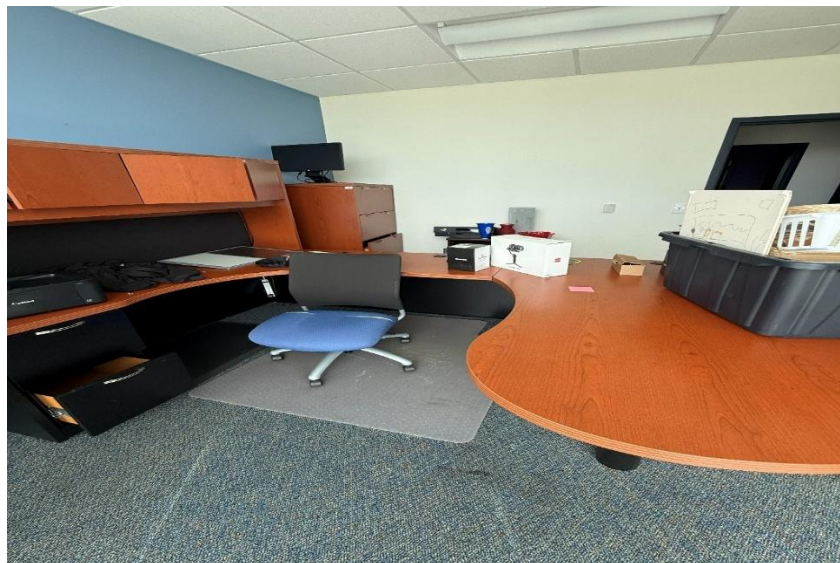
General Conditions for the project:

1. The project will follow regular working hours from 7:00 AM to 4:00 PM.
Additional hours may be required, if necessary, to meet the project deadline.
2. One of the two lifts will be available for use by construction personnel.
3. The project is required to be completed by August 31, 2026. A more accurate completion date can be confirmed upon receipt of the NTP from IRSC.
4. The construction trailer and portable toilets will be excluded from the proposal, as IRSC will provide office space for the superintendent and access to restroom facilities for personnel.
5. The staging area is yet to be finalized; however, a temporary fence will be required on the asphalt to secure the designated staging area.

Construction Scope for the project:

1. The renovation will take place on the 3rd floor, east side of the building, specifically covering Rooms 324, 323, 321, 325, 325A, 325B, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 311A, 311B, 330, 332, 326, 327, 328, 329, and 310.
2. The rooms within the scope of work contain a significant amount of trash and unwanted items, including furniture, which will need to be removed and disposed of in a dumpster.
3. Drywall patching will be required in several areas to repair nail holes and prepare a smooth surface for new paint.
4. The subcontractor is responsible for installing new wall base in all areas where new flooring is being installed.

5. Transition strips shall be installed at all locations where the flooring transitions between LVT and carpet, or vice versa.
6. Window frames within the scope of work shall be painted to match the existing finish and site conditions.
7. Door frames in the areas within the scope of work shall be painted; painting of the doors is excluded.
8. On the east side of the building, Rooms 325E, 325F, 325C, 325D and 331 are excluded from the scope of work.
9. Demolition of Carpet/VCT in Rooms:
311, 311A, ~~311B~~, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, ~~323~~, 324, 325, 325A, 325B, 326, 327, 328, and 329.
10. Preparation and Installation of New Carpet Tile in Rooms:
~~311~~, 312, 313, 314, 315, 316, 317, 318, 319, 320, ~~321~~, 326, 327, and 329.
11. Preparation and Installation of New Interface LVT in Rooms:
~~311~~, 311A, 311B, ~~321~~, 323, 324, 325, 325A, 325B, and 328.
12. Room 319 – Existing millwork to be dismantled and relocated; install new flooring; reinstall existing millwork.

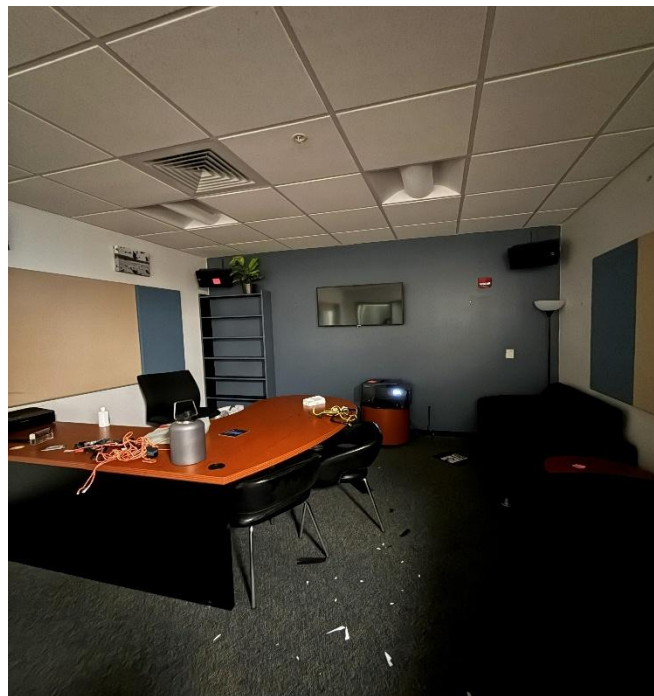


Built-in Millwork to be removed as per Nichole's request on 06/01/2026.

13. Room 315 – Millwork to remain; scope includes painting and installation of new flooring only.



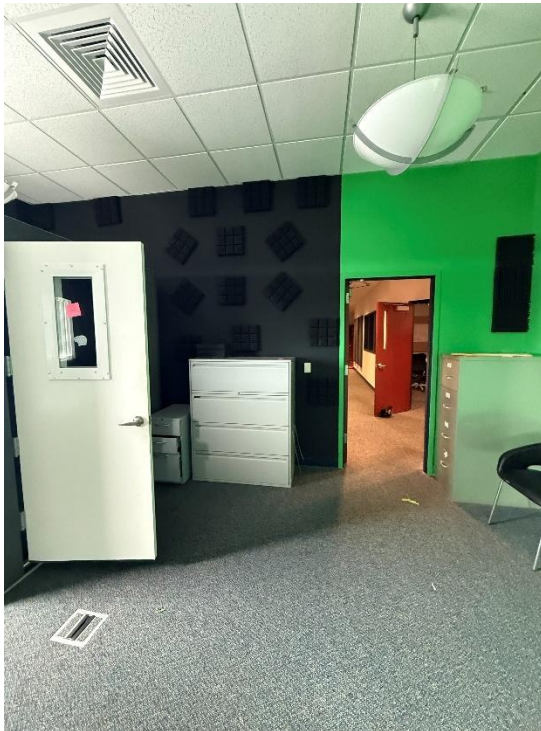
14. Room 329 – Existing millwork and table to remain; couches to be removed and disposed of; scope includes painting and installation of new flooring; relocate refrigerator to Room 311B.

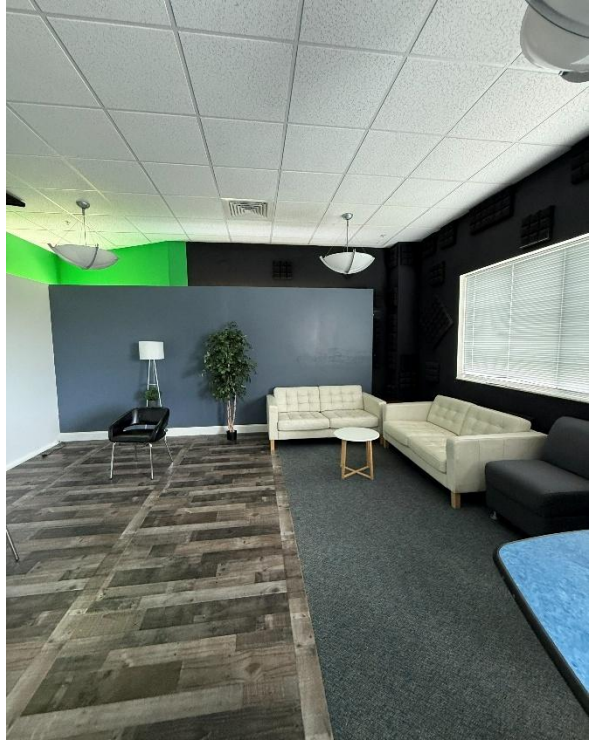
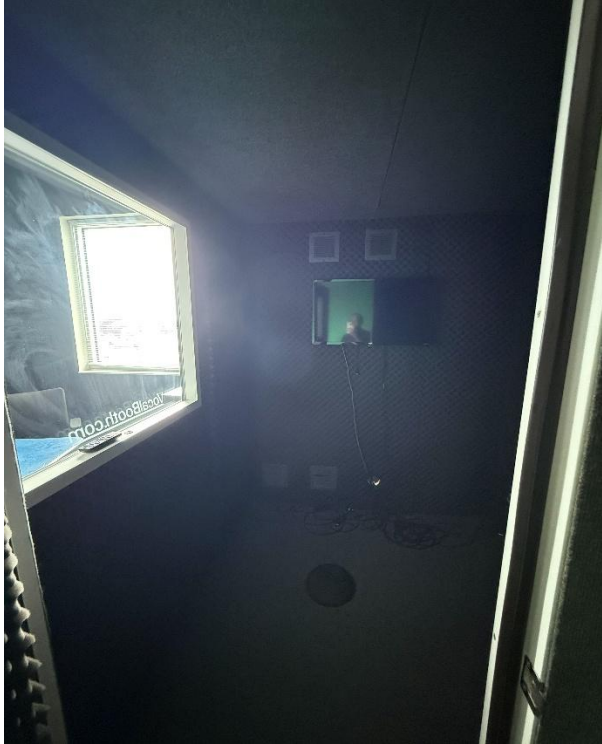


15. Room 314 – Furniture to remain.



16. Room 313 – Demolish existing “L”-shaped wall and small room with air conditioner; install new partition wall with new door extending to the ceiling; scope includes painting and installation of new flooring.





17. Room 311B – Millwork to remain; scope includes painting and installation of new flooring only.



18. Room 312 – Demolish all partition walls; scope includes installation of new flooring and painting.

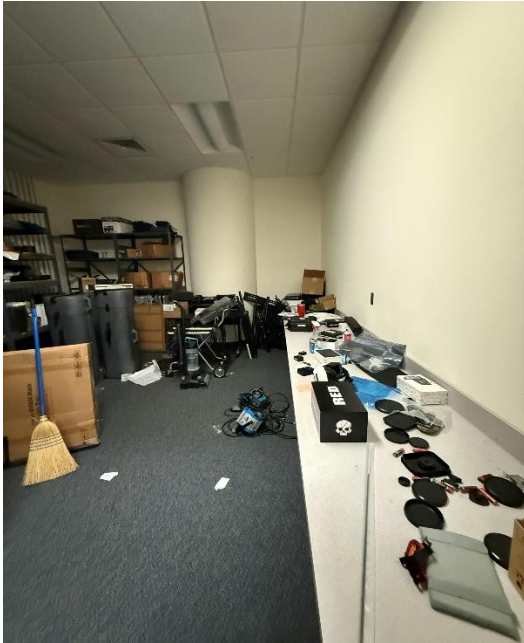




19. Room 311 – Remove existing large table; scope includes installation of new flooring and painting.



20. Room 327 – Remove and dispose of all items except existing cabinets.



04. SUBCONTRACTOR PROPOSAL

**Client Information:**

Estimator	Eric Robertson	Estimate #	051426-51
Phone	321-479-9063	Date	05/18/2026
Email	eric@rapidremoval.net	Expiration Date	90 Days

Project Name	Indian River State College – Building V
Jobsite Location	3209 Virginia Ave., Fort Pierce, FL 34981

Scope of work: Interior Demolition of Single-Story Block Building

Classification	Interior
Demolition Sheets	1-51-V
Date on plans	NA
Line-item price	\$28,685.00
Duration	6 Days

Demolition as noted in Scope Provided:

1. Removal of carpeting.
2. Removal of millwork and furniture to be disposed of.
3. Removal and relocation of furniture to be reused.
4. Select removal of walls.
5. Removal of miscellaneous items and debris.

Total:	\$26,685.00
---------------	--------------------

Price includes demolition and removal of all debris.

Upon the acceptance of the terms of this Agreement, Client understands and agrees that Client is granting Rapid Removal all salvage rights to any debris, or salvage items, located anywhere on, or within, the property. The value of these potential salvage items has been factored into the Price in this Estimate. Should any of these salvage items be removed from the property prior to Rapid Removal being able to take possession of them and realize their value, the fair market value of said items can be charged against Client and added to the contract Price of this Estimate without any written change order, or other writing

General Exclusions (unless otherwise noted above): Price excludes asbestos survey and asbestos abatement or removal of any hazardous material. Price excludes permits or DERM fees. Price excludes protection. Price excludes any layouts required. Price excludes temporary water, client to provide sufficient water supply for dust control. Price excludes the expenses for an onsite bathroom, GC, or owner to provide a porta potty onsite when a restroom is unavailable. Costs associated with the onsite bathroom will be a direct pass through to the client.



Interior Demolition Exclusions (unless otherwise noted above):

Price excludes safe-off of electrical or cap-off of plumbing. For the safety of the demolition crew and to reduce liability for the general contractor, Rapid Removal cannot commence demolition until electrical has been disconnected and temporary power established. In addition, for the same reasons previously stated, Rapid Removal cannot commence demolition until water has been capped from source. Price excludes any shoring, bracing or underpinning. Price excludes any layouts required.

Payment:

Rapid Removal, Inc. kindly requests progress payments for all projects exceeding 30 days duration. Thereafter, payment for all work completed shall be made to Rapid Removal, Inc. within 29 days upon the completion of work and owner's acceptance without exception whether or not client has received payment. If any litigation, arbitration, mediation, or other legal proceeding relating to this agreement, occurs between the parties, including the collection of any monies due from Client under this agreement, the prevailing party shall be entitled to reimbursement of its costs, including attorney's fees, incurred through all trial, appellate, and post-judgment proceedings, if any.



Re: Remove millwork in room 315 / V building - Indian River State College

From Eric Robertson <eric@rapidremoval.net>

Date Tue 6/2/2026 9:33 AM

To Suyash Bakliwal <sba@legocc.com>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Please add \$1,000.00 to cover millwork and VCT flooring.

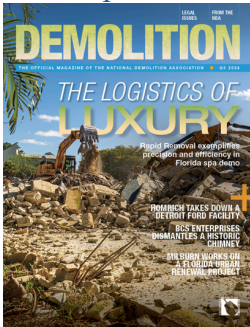
Eric Robertson | Rapid Removal, Inc. | CGC 1527755

O: 561.622.2242 | C: 321.479.9063

E: eric@rapidremoval.net

4105 Burns Road | Palm Beach Gardens, FL 33410

www.rapidremoval.net



From: Suyash Bakliwal <sba@legocc.com>

Sent: Monday, June 1, 2026 2:22:20 PM

To: Eric Robertson <eric@rapidremoval.net>

Subject: Re: Remove millwork in room 315 / V building - Indian River State College

Eric,

Just the built-in millwork and not the complete furniture.

Thanks,

Suyash Bakliwal

Estimator

P: 352.871.3135 O: 305.381.8421 F: 305.857.9916

Miami: 1011 Sunnybrook Road, Suite 905, Miami, FL 33136

Orlando: 1801 Lee Road, Suite 205, Winter Park, FL 32789

www.legocc.com

MIAMI | ORLANDO | TAMPA | PALM BEACH



20 YEARS OF BUILDING WITH INTEGRITY & QUALITY



Lic: 20BS00539/21-F22501-R
SBE-CON/SBE-G&S/LDB CAGE:8ZKA7
Duns:117970612
www.dcfence.org

786-747-4766
2498 W Third CT,
Hialeah FL 33010
dcfence01@gmail.com

Project Detail

Project Name:	IRSC - Massey Campus V Building Re	Quote No:	260518-559
Contractor:	Lego Consstruction Co. 🏢	Quote Date:	05/18/2026
Job Address:	Fort Pierce Florida United Stated - 34981	Valid Until:	06/02/2026

Product Detail

Scope of Work

Supply and install Approx. 500 ft of 6'h Temporary Post driven Fence

Supply and install (1) 24'w by 6'h Double Gate

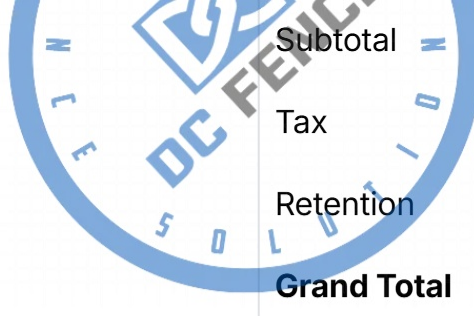
Note: Includes Delivery, Set up and Removal.

Rental Term Notice

This proposal includes a rental term of 2 months for the temporary fence. After this period, a residual monthly charge will apply for each additional month the fence remains on-site. The residual rate will be based on current market conditions at the time of extension. Please contact us in advance to discuss applicable rates and terms for any extended rental period.

Materials shall be as follows:

2 3/8" x 11.5 Ga Fabric
1 5/8" Line Post
2 3/8" Terminal Post
Standard Temporal Panel (Gates)
Windscreen (Green)



Subtotal	\$12,367.50
Tax	\$0.00
Retention	\$0.00
Grand Total	\$12,367.50

Exclusions: Maintenance Services, Engineered Drawings, Permit Fee and processing, Site survey, Electrical fence grounding

Approved By:

Print Name:

Signature:

Terms and conditions

All quotes are valid for 15 days from the date of the quote. The person signing this quote as an agent of Customer warrants that Customer agrees to the terms and conditions stated herein. Customer and DC Fence Solutions Corp. ("Seller") shall collectively be referred to as the "Parties". Upon Customer signing hereunder, Seller shall begin performing its work and Customer shall be obligated to pay for same at the cost stated herein as further amended by subsequent change orders. The customer shall provide the Seller with an equitable adjustment in time and cost for all setbacks to the project including demobilization and mobilization costs. The customer shall have 60 days to pay all invoices associated with this quote or subsequent change orders. Time is of the essence with respect to all payments. If the Customer fails to timely pay an invoice, the Customer shall be deemed to be in breach of the Parties' agreement. Customer shall be liable for all attorneys' fees and costs related to Seller's collection efforts against Customer arising from Customer's breach of the terms and conditions stated herein. Any Invoice that is not timely paid shall accumulate interest at 1.5% per month. The customer agrees to pay the Seller \$600.00 per additional policy endorsement required for the project.

Date	Estimate #
6/1/2026	9012

Name / Address
LEGO CONSTRUCTION Ruturaj Sonawane 1011 Sunnybrook Rd. Suite # 905, FL 33136

Ship To

			Project
			Massey Campus V B...
Description	Qty	Cost	Total
PROJECT : Massey Campus V Building Renovation			
Wood Door Solid Core Birch Veneer -161 Lock Prep Door Size: 3-0 X 7-0 Door Handing: LH or RH or LHR or RHR	1	687.00	687.00
Hollow Metal Frame(Ga16) - 90 Min Fire Rated- 161 Lock Prep Frame Size: 3-0 X 7-0 Door Handing: LH or RH or LHR or RHR Manufacturer: Mesker Hinge Position:steel craft NOA # Note: These frames come with prime paint, they should be painted no later than 5 days after installation to avoid corrosion and others weather deterioration. If the property is on the ocean front, it should be painted no later than 3 days after installation.	1	399.00	399.00
BB5-32D NRP Hinges 4 1/2 X 4 1/2	3	46.00	138.00
Schlage ND96PD RHO 626 14-048	1	715.00	715.00
DOOR CLOSER LCN4041	1	650.00	650.00
Kick Plates size 34x10 USD32D	1	79.99	79.99
L-FRA100-PRO3-GT118 6"*30" LITE KIT WITH GLASS AND GLAZING TAPE OPTIONS: GRAY PRIMER PDCT	1	250.40	250.40
Door Bottoms Sweeps SW-R-36" for 3'0 doors	1	89.99	89.99
		Total	

Phone #
305-888-2211

Customer Signature
E-mail
info@oratsocorp.com

Oratso Corporation

FL 33142

Estimate

Date	Estimate #
6/1/2026	9012

Name / Address
LEGO CONSTRUCTION Ruturaj Sonawane 1011 Sunnybrook Rd. Suite # 905, FL 33136

Ship To

			Project
			Massey Campus V B...
Description	Qty	Cost	Total
Special Electrostatic Paint High Durability , Corrosion Resistant	1	750.00	750.00
Labor Rate Regular Hours: Monday thru Friday, 7:00am - 4:00pm, 1/4 hour increments shall apply...	1	1,560.00	1,560.00
Construction Materials: Caulking, screws, wood, concrete finishes, sealant's	1	200.00	200.00
TERMS: Quoted prices are valid for 30 days from the date of the estimate. Payment is due upon receipt. We do not offer net payment terms. All sales are considered final. Orders, including special order items, cannot be canceled once placed. Returns, if approved, may be subject to a 20% restocking fee. A 5% late fee may be applied to any unpaid balance 30 days after service completion. All materials remain the property of Oratso Corporation until payment is received in full. Payment Schedule:		0.00	0.00
70% Deposit is Required upon approval of this Estimate.			
30% is Due upon completion of the specified work above.			
Thank you!			
		Total	\$5,519.38

Phone #
305-888-2211

Customer Signature
E-mail
info@oratsoCorp.com



Phone 561.575.4499 Fax 561.575.2770 • 3710 Buckeye Street, Suite 110, Palm Beach Gardens, FL 33410

PROPOSAL

May 27, 2026

Page One of One

LEGO Construction Co.
Attn: Suyash Bakliwal
1011 Sunnybrook Road, Suite #905, Miami, FL 33136
Phone: (305) 381-8421; Fax: (305) 857-9916

Via email: sba@legocc.com

Project: IRSC, Stuart – Building 51V Kight Center for Emerging Technologies

Plans By: Indian River State College and Work Scope dated 04/30/26

Atlantic Interior Services, Inc. proposes to furnish labor, materials, and taxes for Gypsum wall systems for the above-mentioned project.

GYPSUM & STUCCO SYSTEM CONSTRUCTION SCOPE OF WORK:

1. Furnish and installation of a wall in Room 313 with 3 5/8", 20ga (19 Mil) metal studs and track with a single layer of 5/8" type 'X' drywall to ceiling level.
2. **Includes drywall patching as required.**
3. Level 4 finish on the gypsum board.
4. Debris to be placed in site dumpsters supplied by others.
5. Clean up to a supplied dumpster.

GYPSUM EXCLUSIONS & CLARIFICATIONS:

1. No demo included.
2. **Proposal based on the room mentioned in the work scopes only.**
3. No P&P Bond included.
4. **No insulation included.**
5. No engineering included.
6. No work in the existing areas.
7. No ceiling work included.
8. No texture finish is included.
9. Painting by others.
10. Proposal based on the above-mentioned scope of work, exclusions, and clarifications only. Any additional work will be performed at a \$65/man-hour labor rate.
11. **Drywall pricing is good through June 2026.**

Total: \$29,900.00

Respectively Submitted By
Atlantic Interior Services, Inc.

Partha Thinakaran

Project Manager/Estimator

estimating@atlanticinteriorservices.com



PROPOSAL

Pages 1 of 2

Lego Construction
1801 Lee Road Ste.# 205
Winter Park, FL 33426
Phone: 305-381-8421
Fax: 305-857-9916

05/21/26

Attention: Suyash Bakliwal

Job Name: IRSC BUILDING V 3rd. floor
Massey Campus

Plans Dated: None

Job Location: Ft. Pierce, FLORIDA 34981

Revisions: #

Addendums acknowledged: None

Specification Section: 09680 RESILIENT, 096650 CARPET

CARPET AND RESILIENT FLOORING

Total: \$ 80,000.00

GREG.COX, Project Manager

NO PERFORMANCE BOND INCLUDED

ALTERNATES

ADD \$ 10,800.00 TO BID TOTAL TO DEMO ALL FLOORING AND WALL BASE

ADD \$ 7,000.00 TO BID TOTAL FOR RAM BOARD FLOOR PROTECTION

PLEASE READ THE FOLLOWING PAGE.

ALL PRICING GOOD FOR 60 DAYS

**SCHOOL STANDARD FLOORING:
SQUARE FOOTAGES PROVIDED BY GC.**

SECTION # 09660 RESILIENT FLOORING

APPROX. 3900 S/F FOR ROOMS: 311,311A,311B,321,323,324,325,325A,325B,328

LVT BY INTERFACE NATURAL WOODGRAIN COLOR WASHED WHEAT
FLOORS TO BE SKIMMED PRIOR TO INSTALLATION.

ROPPE 700 4" COVE COLOR T.B.D.

SECTION # 09560 CARPET

APPROX. 3800 S/F ROOMS:312,313,314,315,316,317,318,319,320,326,327,329

CARPET TILE TO BE BY INTERFACE CUBIC COLOR AREA.
METHOD OF INSTALLATION TO BE GLUE DOWN.
FLOORS TO BE SKIMMED PRIOR TO INSTALLATION.

ALL WORK TO BE PERFORMED DURING NORMAL WORKING HOURS.

WE SHALL HAVE ACCESS TO ELEVATOR FOR 3RD. FLOOR DELIVERY.

EXCLUSIONS:

EXCLUDING ALL MOISTURE MITIGATION SYSTEMS.

EXCLUDING ALL OVERTIME HOURS.

EXCLUDING ALL FURNITURE MOVING

EXCLUDING ALL CERAMIC, EPOXY FLOORS,STAIN CONCRETE FLOORS.

EXCLUDING ALL OTHER FINISHES NOT NOTED ABOVE.



RE: LEGO ITB / Indian River State College - V Building Massey Campus Rev (1) 05.27

From Greg Cox <GCox@atlanticinteriorservices.com>

Date Wed 5/27/2026 3:37 PM

To Suyash Bakliwal <sba@legocc.com>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Suyash,

Please add for allowance for adhesive removal for approx.. 4000 s/f for total of \$ 3,300.00

Thank you

Gregory Cox

Project Manager

Atlantic Interior Services, Inc.

3710 Buckeye Street Unit 110

Palm Beach Gardens Florida 33410

Office 561-575-4499

Fax 561-575-2770



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From: Suyash Bakliwal <sba@legocc.com>

Sent: Wednesday, May 27, 2026 9:38 AM

To: Estimating Dept <estimating@atlanticinteriorservices.com>

Cc: Greg Cox <GCox@atlanticinteriorservices.com>; Russell Colodny <rcolodny@atlanticinteriorservices.com>

Subject: Re: LEGO ITB / Indian River State College - V Building Massey Campus Rev (1) 05.27

1972-2025
53 YEAR
ANNIVERSARY

A-1 PAINT, INC. of PALM BEACH

1018 5th Avenue North * Lake Worth Beach, FL 33460 * Office (561) 586-4749 * Fax (561) 582-6343 * Email
a1paint@a1paintinc.com

PROPOSAL

LEGO CONSTRUCTION COMPANY				DATE: MAY 20, 2026	
1011 SUNNYBROOK ROAD, SUITE 905				JOB: MASSEY KNIGHT CENTER FOR EMERGING TECHNOLOGIES CAMPUS V BLDG RENOVATION @ IRSC	
MIAMI, FL 33136				LOCATION: 3209 VIRGINIA AVE FT. PIERCE, FL 34981	
ATTN.:				ARCH. /DATE:	
P. #	305-381-8421	F. #	305-857-9916	A-1 JOB #	26545
CELL		EMAIL	sba@legocc.com	ROGER	

WE HEREBY SUBMIT AND ESTIMATE: SECTION 09900 PAINTING ONLY

1. Minor patching of all walls as needed
2. Spot prime all patches
3. Paint all walls with two coats
4. Sand, prep, and paint all hollow metal door frames

TOTAL COST \$23,975.00

WE PROPOSE hereby to furnish material and labor, complete in accordance with the above specifications and for the sums above. Hourly rate is \$49.08, no profit & overhead included in hourly rate. **PAYMENT TO BE MADE AS FOLLOWS:**

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

Insurance. Our workers are fully covered by Workman's Compensation Insurance. **NOTE:** This Proposal may be withdrawn if not accepted within ten days.

Authorized Signature:

Roger A. Earl

Roger A. Earl, President
A-1 Paint of Palm Beach

Acceptance of Proposal- the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date

Signature



LEGO
CONSTRUCTION CO.



Facilities Committee Meeting Agenda Item #5d
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Construction Agreements with Paul Jacquin & Son's Construction – A Bldg. Interior Paint, Massey Campus

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval to proceed with the Construction Agreements with Paul Jacquin & Son's Construction to paint all floors of the A Bldg.

ALTERNATIVE(S): None

FOR CONTRACTS (A Bldg. Floors 1 & 2):

1. TERM: 6/30/26 – 7/31/26
2. FISCAL IMPACT: \$17,300.43
3. TERMINATION TERMS: In writing

FOR CONTRACTS (A Bldg. Floor 3):

1. TERM: 8/26/26 – 9/30/26
2. FISCAL IMPACT: \$16,189.50
3. TERMINATION TERMS: In writing

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of 6/29/2026 by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at PO Box 4343 Fort Pierce, FL 34948 in connection with the construction of the following described project: Proposal dated June 18, 2026 for A-Building Interior Paint, located at 3209 Virginia Avenue, Fort Pierce, FL 34981, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than 6/30/2026 and to fully complete all work by no later than 7/31/2026

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Seventeen Thousand Three-Hundred and 43/100 Dollars (\$17,300.43)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

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

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

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above

that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

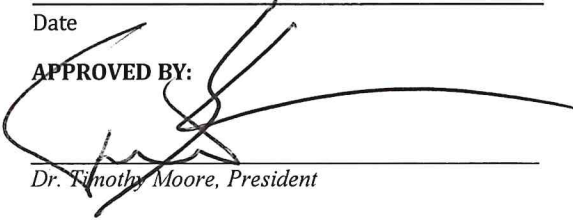
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex,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

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

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

Jacquín and Sons Construction
SignatureChris D. Singley, Vice President
Name and TitlePO Box 4343
AddressFort Pierce, FL 34948
City, State, Zip59-1640441
Unique Entity ID (sam.gov) or Tax IDJune 29, 2026
Date**OWNER:**

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

RECOMMENDED BY:
Administrator's SignatureTony Quinn - AVP of Facilities
Name and TitleFacilities
College/Department6/29/2026
Date**APPROVED BY:**
Dr. Timothy Moore, President

Date



Exhibit A

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

Project: IRSC Administration Building Interior Paint

Date: June 18, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

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

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

Drywall Repairs	\$1,500.00
-----------------	------------

1. Drywall repairs have been included as a \$1,500.00 allowance. Any unused funds will be returned to the owner via a deductive change order.
2. Work included is to remove three sets of lettering and paint the interior walls and columns in the lobby on the 1st and 2nd floor to include hallway and stairs and rooms 201,203,204 and 205 as per the walk with John Barbieri and Nick Tubito.
3. All supervision to be by IRSC staff to include any floor or surface protection for the area and surrounding areas to be painted.
4. Any furniture or equipment that the painter cannot move shall be moved by IRSC staff.
5. No General Conditions are included since this is mainly a repaint project.
6. No other work is included in this proposal other than what is listed above.



Exhibit B

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

CONSTRUCTION MANAGER		
IRSC Administration Building Interior Paint		
3209 Virginia Avenue Ft. Pierce, FL 34981		
June 18, 2026		
SCOPE OF WORK	REMARKS	PRICE
Painting-Interior		\$13,995.00
Drywall Repairs	Allowance	\$1,500.00
Total Subcontractors Cost		\$15,495.00
General Conditions		\$0.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$232.43
Construction Phase Fee		\$0.00
Subtotal		\$15,727.43
Overhead & Profit		\$1,573.00
Contingency		\$0.00
Subtotal		\$17,300.43
Bond	Under threshold	\$0.00
Grand Total		\$17,300.43



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **8/26/26** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at **PO Box 4343 Fort Pierce, FL 34948** in connection with the construction of the following described project: **Proposal dated August 4th, 2026 for IRSC Administration Building 3rd Floor Interior Paint**, located at **3209 Virginia Avenue Bldg A, Fort Pierce, FL 34981**, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **8/26/2026** and to fully complete all work by no later than **9/30/2026**

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Sixteen-Thousand One-Hundred Eighty-Nine and 50/100 Dollars (\$16,189.50)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above

that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

Jacquin and Sons Construction

Signature

ChrisD. Singley - Vice President

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34948

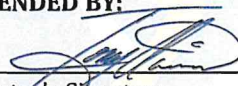
City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

August 6, 2026

Date

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

Administrator's Signature

Tony Quinn - AVP of Facilities

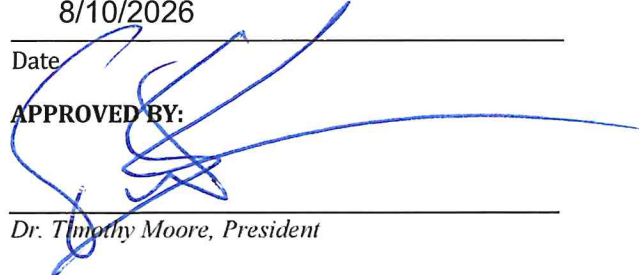
Name and Title

Facilities

College/Department

8/10/2026

Date

APPROVED BY:
Dr. Timothy Moore, President

Date



Exhibit A

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

Project: IRSC Administration Building 3rd Floor Interior Paint

Date: August 4, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

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

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

1. Work included is to remove two sets of lettering, remove pictures and paint the interior walls and columns in the 3rd floor lobby, hallway, 2 restrooms, conference room and Board room. Letters and pictures to be reinstalled upon completion of the painting.
 2. Work to include preparation and protection of high-end finishes throughout.
 3. Any furniture or equipment that the painter cannot move shall be moved by IRSC staff.
 4. TV monitors to be removed by IRSC staff.
 5. No General Conditions are included since this is mainly a repaint project.
 6. No other work is included in this proposal other than what is listed above.
-

CONSTRUCTION MANAGER		
IRSC Administration Building 3rd Floor Interior Paint		
3209 Virginia Avenue Ft. Pierce, FL 34981		
August 4, 2026		
SCOPE OF WORK	REMARKS	PRICE
Painting-Interior 3rd Floor		\$14,500.00
Total Subcontractors Cost		\$14,500.00
General Conditions		\$0.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$217.50
Construction Phase Fee		\$0.00
Subtotal		\$14,717.50
Overhead & Profit		\$1,472.00
Contingency		\$0.00
Subtotal		\$16,189.50
Bond	Under threshold	\$0.00
Grand Total		\$16,189.50



Facilities Committee Meeting Agenda Item #5e
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Construction Agreement with Paul Jacquin & Son's Construction – Bldg. C Floor Replacement, Massey Campus

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval to proceed with the Construction Agreement with Paul Jacquin & Son's Construction for the Bldg. C Floor Replacement on the Massey Campus.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 6/30/26 – 7/31/26
2. FISCAL IMPACT: \$70,587.00
3. TERMINATION TERMS: In writing

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of 6/29/2026 by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at PO Box 4343 Fort Pierce, FL 34948 in connection with the construction of the following described project: **Proposal dated June 18, 2026 for Building C Floor Replacement, located at 3209 Virginia Avenue, Fort Pierce, FL 34981**, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than 6/30/2026 and to fully complete all work by no later than 7/31/2026

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Seventy Thousand Five-Hundred Eighty-Seven and No/100 Dollars (\$70,587.00)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

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

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

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above

that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

Jacquín and Sons Construction

Signature

Chris D. Singley, Vice President

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34948

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

June 30th, 2026

Date

OWNER:

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

RECOMMENDED BY:

Administrator's Signature

Tony Quinn - AVP of Facilities

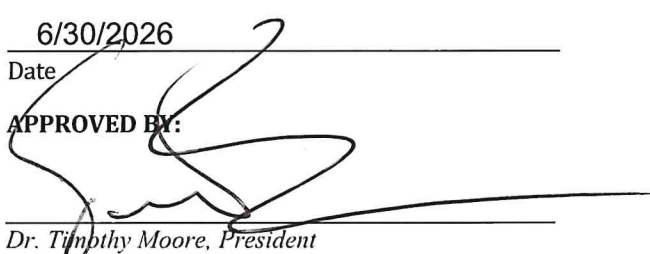
Name and Title

Facilities

College/Department

6/30/2026

Date

APPROVED BY:
Dr. Timothy Moore, President

Date



Exhibit A

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Project: IRSC Building C Floor Replacement (Rooms 310,311,314 & 315)

Date: June 18, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

1. Demo of the existing floor system is included in this proposal. All flooring will be disposed of in a dumpster provided by PJSI.
2. IF CARPET TILE IS SELECTED: Installation of Modular Carpet – Interface/Cubic 50cmx50cm Area w/ Glasback with navy blue 4” rubber cove base along perimeter of all rooms listed above and coordinating transition molding at doorways where new carpet will meet tile/epoxy/LVT.
3. IF LVT IS SELECTED: Interface/Natural Woodgrains 5mm Washed Wheat – Install Direction: TBD on site. Install navy blue 4” rubber cove base along perimeter of all rooms listed above and coordinating transition molding at doorways where new floor will meet existing tile/epoxy/LVT
4. No other work is included in this proposal other than what is listed above.



Exhibit B

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

CONSTRUCTION MANAGER		
IRSC Building C Floor Replacement (Rooms 310,311,313,314 &315)		
3209 Virginia Avenue, Fort Pierce		
June 18, 2026		
Price with Carpet Tile		
SCOPE OF WORK	REMARKS	PRICE
Floor Demolition & Carpet Tile Installation		\$58,000.00
Total Subcontractors Cost		\$58,000.00
General Conditions		\$2,500.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$870.00
Construction Phase Fee		\$2,800.00
Subtotal		\$64,170.00
Overhead & Profit		\$6,417.00
Contingency		\$0.00
Subtotal		\$70,587.00
Bond	Under threshold	\$0.00
Grand Total		\$70,587.00



SUMMARY OF ITEM FOR
ACTION

TOPIC: Construction Agreement with Paul Jacquin & Son's Construction – Maintenance Office Floor Replacement, Massey Campus

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department requests approval to proceed with the Construction Agreement with Paul Jacquin & Son's Construction for the Maintenance Office Floor Replacement on the Massey Campus.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 8/3/26 – 8/21/26
2. FISCAL IMPACT: \$19,557.50
3. TERMINATION TERMS: In writing

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of 7/24/2026 by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at PO Box 4343 Fort Pierce, FL 34948 in connection with the construction of the following described project: Proposal dated July 24th, 2026 for Maintenance office floor replacement, located at 2521 S 35th Street, Fort Pierce, FL 34981, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than 8/3/2026 and to fully complete all work by no later than 8/21/2026

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Nineteen-Thousand Five-Hundred Fifty-Seven and 50/100 Dollars (\$19,557.50)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above

that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

Jacquín and Sons ConstructionChris D. Singley

Signature

Chris D. Singley, Vice President

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34948

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

July 28, 2026

Date

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

Administrator's Signature

Tony Quinn - AVP of Facilities

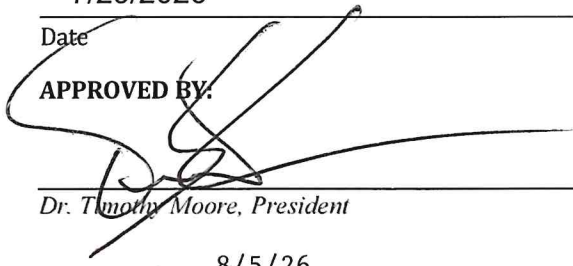
Name and Title

Facilities

College/Department

7/29/2026

Date

APPROVED BY:
Dr. Timothy Moore, President

Date

8/5/26



Exhibit A

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Project: IRSC Maintenance Building Floor Replacement

Date: July 24th, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

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

1. Demo of the existing floor system is included in this proposal. This includes removal of floor finish, subfloor and floor joists that are damaged. This includes a 16' x 16' area in the main lobby, stopping at the hallway.
2. This proposal includes replacement of floor joists where needed, bracing and subfloor material. Includes all fasteners and brackets necessary.
3. General protection of the surrounding areas are included using plastic sheeting.
4. This proposal includes shoring of the floor system during demolition.
5. This proposal does not include engineering or permitting.
6. All floor joists replacement will be based on construction means and methods.
7. This proposal does not include any exterior scope of work including but not limited to exhaust fans, vents, drainage work.
8. This proposal includes the installation of an LVT floating floor system over a vapor barrier. The flooring will be Sawyer & Southern/Quartz 9"x60" Color TBD.
9. No other work is included in this proposal other than what is listed above.



Exhibit B

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

CONSTRUCTION MANAGER		
IRSC MAINTENANCE OFFICE FLOOR REPLACEMENT		
2521 S 35th Street, Fort Pierce		
July 24th, 2026		
SCOPE OF WORK	REMARKS	PRICE
LVT Flooring		\$8,000.00
Plywood Demolition & Replacement		\$7,300.00
Total Subcontractors Cost		\$15,300.00
General Conditions		\$1,500.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$229.50
Construction Phase Fee		\$750.00
Subtotal		\$17,779.50
Overhead & Profit		\$1,778.00
Contingency		\$0.00
Subtotal		\$19,557.50
Bond	Under threshold	\$0.00
Grand Total		\$19,557.50



TOPIC: Addendums to Independent Contractor Agreements and/or Independent Contractor Agreements for services of \$3,500 or more

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:

- | | |
|--|-------------|
| a. Addendum #02 - Education Planning and Consulting, Planning and Assessment Services (Term: July 1, 2026 – June 30, 2027) | \$60,000.00 |
| b. Addendum #03 - Green Lawn Services and Sod Installation Inc, Landscaping (Term: July 1, 2026 – August 31, 2026) | \$28,160.00 |
| c. Paul Jacquin & Son's Construction, Building N Coil Replacement (Term: 8/5/26 – 9/1/26) | \$28,886.08 |
| d. Paver Overlays, Paver Installation on Crime Lab Trailer (Term: 6/20/26 – 6/20/27) | \$6,242.00 |
| e. Michael Rapeer – IRSC Public Media – Chief Engineering Consulting (Term: 7/1/26 – 6/30/27) | \$39,000.00 |
| f. Sign On, LLC, Student Services Signage; Pruitt Campus (Term: 6/25/26 – 6/25/27) | \$11,553.00 |
| g. Wirenutz, Electrical Installation on Crime Lab Trailer (Term: 7/23/26 – 7/23/27) | \$5,962.00 |

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/7/26

BOARD ACTION:

DATE: 8/25/26



**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 July 24th, 2024, between **Indian River State College**, in State of FLORIDA (the “**College**”), and **Educational Planning and Consulting** (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** attached, marked as Exhibit A, remains the same to include:
2. **Section 3 – Term**, is hereby extended to June 30, 2027.
3. **Section 4 – Remuneration**, a monthly fee of \$5,000 will remain through the entire contract year, as per follows:

Month	Amount	Running Total
July / 2026	\$5,000.00	\$5,000.00
August / 2026	\$5,000.00	\$10,000.00
September / 2026	\$5,000.00	\$15,000.00
October / 2026	\$5,000.00	\$20,000.00
November / 2026	\$5,000.00	\$25,000.00
December / 2026	\$5,000.00	\$30,000.00
January / 2027	\$5,000.00	\$35,000.00
February / 2027	\$5,000.00	\$40,000.00
March / 2027	\$5,000.00	\$45,000.00
April / 2027	\$5,000.00	\$50,000.00
May / 2027	\$5,000.00	\$55,000.00
June / 2027	\$5,000.00	\$60,000.00

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.

Educational Planning and Consulting -

By: Richard Paradise Date: 6/1/26
Signature

Name and Title: Richard Paradise, President

Indian River State College - RECOMMENDED BY:

By: Nichole Rummo Date: 6/2/26
Signature

Name and Title: Nichole Rummo- Project Manager

Indian River State College - APPROVED BY:

By:  Date: 7/21/26
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.

Educational Planning and Consulting

4014 Sunnybrook Court, Orlando, FL 32820
richard.paradise@outlook.com
321-297-2611

Date 5/7/26

Nichole Rummo
Coordinator
Office of Capital Projects, Facilities, Sustainability, Risk Management
3209 Virginia Ave.
Fort Pierce, FL 34981-5596

Dear Ms. Rummo:

Thank you for the opportunity to submit a proposal to work with you and the Office of Capital Projects, Facilities, Sustainability and Risk Management.

The scope of work will consist of the following.

1. Perform Spot Surveys to supplement the 2024 Educational Plant Survey
2. Conduct general room condition assessment (architectural components only)
3. Assist with the development of the capital improvement plan (CIP)
4. Assist with the development of the Project Priority List (only for CO & DS funded projects)
5. Assist with the development of preliminary building programs
6. Coordinate revision of deferred maintenance plans
7. Assist with the planning process for new and remodel building construction
8. Write various facilities related reports
9. Participate in meetings and planning as determined by the Coordinator

All work will be under the direction of the Coordinator of the Office of Capital Projects, Facilities, Sustainability and Risk Management or their designee and in compliance with the rules and standards of Indian River State College and the Florida Department of Education. This proposal is for the period of July 1, 2026, to June 30, 2027. No insurance is provided.

Educational Planning and Consulting (EPAC) proposes to perform the work described above for a monthly fee of \$5,000. Work will begin upon receipt of purchase order. The EPAC EIN number is 88-3485163.

I hope this provides the information you need. However, if you have any questions or need additional information, please contact me. I look forward to providing ongoing services to IRSC.

Best regards,

Richard Paradise

Richard D. Paradise
Educational Planning and Consulting



**ADDENDUM # 01
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE**

This 01 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the "**Original Agreement**"), effective Date July 24th, 2024, between **Indian River State College**, in State of FLORIDA (the "**College**"), and **Educational Planning and Consulting** (the "**Contractor**").

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

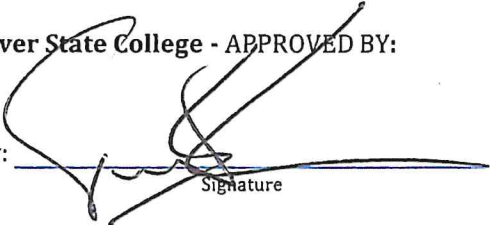
NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1 - Scope of Services** attached, marked as Exhibit A, remains the same to include:
2. **Section 3 - Term**, is hereby extended to June 30, 2026 (per new proposal attached).
3. **Section 4 - Remuneration**, a monthly fee of \$5,000 will remain through the entire contract year, as per follows:

Month	Amount	Running Total
July / 2025	\$5,000.00	\$5000.00
August / 2025	\$5,000.00	\$10,000.00
September / 2025	\$5,000.00	\$15,000.00
October / 2025	\$5,000.00	\$20,000.00
November / 2025	\$5,000.00	\$25,000.00
December / 2025	\$5,000.00	\$30,000.00
January / 2026	\$5,000.00	\$35,000.00
February / 2026	\$5,000.00	\$40,000.00
March / 2026	\$5,000.00	\$45,000.00
April / 2026	\$5,000.00	\$50,000.00
May / 2026	\$5,000.00	\$55,000.00
June / 2026	\$5,000.00	\$60,000.00

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.

Educational Planning and Consulting -By: Richard Paradise
SignatureDate: July 17, 2025Name and Title: Richard Paradise, President/CEO**Indian River State College - RECOMMENDED BY:**By: Nichole Rummo
SignatureDate: 7/23/25Name and Title: Nichole Rummo- Project Manager**Indian River State College - APPROVED BY:**By: 
SignatureDate: 8/26/25Name and Title: Timothy E. Moore, Ph.D.

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 EDUCATIONAL PLANNING AND CONSULTING (the "Contractor") having a principal place of business at 4014 Sunnybrook Court, Orlando FL 32820 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: Consulting Services for FY24-15 to complete Spot Surveys, room condition assessments, clean up State Reporting Data, Train staff to complete surveys, develop Capital Improvement plans to be provided in accordance with the Contractor's Proposal dated 7/3/2024 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: Massey Campus-3209 Virginia Avenue, Fort Pierce, FL 34981-5596.
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, or 7/1/2024 and will terminate on 12/31/2024; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Five Thousand dollars and No/100 (\$5,000.00) for July Consulting; Five Thousand dollars and No/100 (\$5,000.00) for August Consulting; Five Thousand dollars and No/100 (\$5,000.00) for September Consulting; Five Thousand dollars and No/100 (\$5,000.00) for October Consulting; Five Thousand dollars and No/100 (\$5,000.00) for November Consulting; Five Thousand Dollars No/100 (\$5,000.00) for December Consulting; Five Thousand dollars and No/100 (\$5,000.00) for January Consulting; Five Thousand dollars and No/100 (\$5,000.00) February Consulting; Five Thousand dollars and No/100 (\$5,000.00) for March Consulting; Five Thousand dollars and No/100 (\$5,000.00) for April Consulting; Five Thousand dollars and No/100 (\$5,000.00) for May Consulting; Five Thousand dollars and No/100 (\$5,000.00) June Consulting; and under no circumstances whatsoever shall the fee exceed, Sixty Thousand dollars and No/100 (\$60,000.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered

- b. Detailed description of the services or activities performed
- c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other

provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

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

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

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

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

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

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

Contractors Authorized Contact for Agreement
Richard D. Paradise

Printed Name and Title

richard.paradise@outlook.com

Email Address

(321) 297-2611

Phone Number

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

EDUCATIONAL PLANNING AND CONSULTING

Contractor/Vendor/Supplier Name

Richard Paradise

Signature

Richard Paradise, President

Name and Title

4014 Sunnybrook Court

Address

Orlando, Florida 32820

City, State, Zip

88-3485163

Unique Entity ID (sam.gov) or Tax ID

7/17/24

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, Coordinator

Name and Title

IRSC, Capital Planning, Projects, and Facilities

College/Department

7/18/24

Date

APPROVED BY:

Edith Pacacha

Authorized Designee of the Board of Trustees

EDITH PACACHA VP ADMIN/FINANCE,
CFO

Name and Title

Date

July 24, 2024

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

Educational Planning and Consulting

4014 Sunnybrook Court, Orlando, FL 32820
richard.paradise@outlook.com
321-297-2611

Date 7/3/24

Nichole Rummo
Coordinator
Office of Capital Projects, Facilities, Sustainability, Risk Management
3209 Virginia Ave.
Fort Pierce, FL 34981-5596

Dear Ms. Rummo:

Thank you for the opportunity to submit a proposal to work with you and the Office of Capital Projects, Facilities, Sustainability and Risk Management.

The scope of work will consist of the following.

1. Perform Spot Surveys to supplement the 2024 Educational Plant Survey
2. Conduct general room condition assessment (architectural components only)
3. Assist with the development of the capital improvement plan (CIP)
4. Assist with the development of the Project Priority List (only for CO & DS funded projects)
5. Assist with the development of preliminary building programs
6. Coordinate revision of deferred maintenance plans
7. Assist with the planning process for new and remodel building construction
8. Write various facilities related reports
9. Participate in meetings and planning as determined by the Coordinator

All work will be under the Coordinator of the Office of Capital Projects, Facilities, Sustainability and Risk Management or their designee and in compliance with the rules and standards of Indian River State College and the Florida Department of Education. This proposal is for the period of July 1, 2024 to June 30, 2025. No insurance is provided.

Educational Planning and Consulting (EPAC) proposes to perform the work described above for a monthly fee of \$5,000. Work will begin upon receipt of purchase order. The EPAC EIN number is 88-3485163.

I hope this provides the information you need. However, if you have any questions or need additional information, please contact me. I look forward to providing ongoing services to IRSC.

Best regards,
Richard Paradise

Richard D. Paradise
Educational Planning and Consulting

Educational Planning and Consulting

4014 Sunnybrook Court, Orlando, FL 32820

richard.paradise@outlook.com

321-297-2611

Date 6/30/25

Nichole Rummo

Coordinator

Office of Capital Projects, Facilities, Sustainability, Risk Management

3209 Virginia Ave.

Fort Pierce, FL 34981-5596

Dear Ms. Rummo:

Thank you for the opportunity to submit a proposal to work with you and the Office of Capital Projects, Facilities, Sustainability and Risk Management.

The scope of work will consist of the following.

1. Perform Spot Surveys to supplement the 2024 Educational Plant Survey
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8. Write various facilities related reports
9. Participate in meetings and planning as determined by the Coordinator

All work will be under the Coordinator of the Office of Capital Projects, Facilities, Sustainability and Risk Management or their designee and in compliance with the rules and standards of Indian River State College and the Florida Department of Education. This proposal is for the period of July 1, 2025, to June 30, 2026. No insurance is provided.

Educational Planning and Consulting (EPAC) proposes to perform the work described above for a monthly fee of \$5,000. Work will begin upon receipt of purchase order. The EPAC EIN number is 88-3485163.

I hope this provides the information you need. However, if you have any questions or need additional information, please contact me. I look forward to providing ongoing services to IRSC.

Best regards,

Richard Paradise

Richard D. Paradise

Educational Planning and Consulting



**ADDENDUM # 03
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE**

This 01 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the “Original Agreement”), effective Date of **September 13, 2024**, based on **RFP # 24/25-08**, between **Indian River State College**, in State of FLORIDA (the “College”), and **GREEN LAWN SERVICES and SOD INSTALLATION INC.**, with address **3038 NW 128TH AVE, OKEE CHOBEE, FL 34972** (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**, additional summer landscaping services on Mueller, Chastain, and Dixon-Hendry campuses
2. **Section 3 – Term**, additional scope is hereby extended to August 31, 2026
3. **Section 4 – Remuneration** is hereby amended to remain the same overall contract value **Twenty-Eight Thousand One-hundred Sixty and No/100 Dollars (\$28,160.00)** Funding Summary follows:

Funding Summary	Contract Dates	Change Order Amount
Original Contract	9/1/2024 to 6/30/2025	\$151,547.00
1st Addendum	7/1/2025 to 6/30/2026	\$181,856.00
2nd Addendum	7/21/2025 to 9/30/2025	\$38,800.00
3 rd Addendum	7/1/2026 to 8/31/2026	\$28,160.00

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.

GREEN LAWN SERVICES

By: _____

Signature

Date: 08/03/26Name and Title: Ignacio Ramirez acc manager**Indian River State College - RECOMMENDED BY:**

By: _____

Signature

Date: 8/3/2026Name and Title: AVP of Facilities**Indian River State College - APPROVED BY:**

By: _____

Signature

Date: 8/5/26Name 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.

Green Lawn Svc & Sod Installation **Invoice 154278**

Inc
P.O. BOX 188
Okechobee, FL 34974
greenlawnsvc@yahoo.com



BILL TO Chastain campus 2400 SE Salerno Rd Stuart FL 34997	SHIP TO Chastain campus 2400 SE Salerno Rd Stuart, FL 34997	DATE 07/21/2026	PLEASE PAY \$5,500.00	DUE DATE 07/21/2026
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ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Ground maintenance	Mowing, Edging, Weedeating, Blowing...		5,500.00	5,500.00

Ways to pay



TOTAL DUE **\$5,500.00**

[View and pay](#)

THANK YOU.

Green Lawn Svc & Sod Installation
Inc
P.O. BOX 188
Okechobee, FL 34974
greenlawnsvc@yahoo.com



BILL TO
Mueller Campus
6155 College Ln
Vero Beach
FL
34972

SHIP TO
Mueller Campus
6155 College Ln
Vero Beach, FL 34972

DATE
07/21/2026

PLEASE PAY
\$5,280.00

DUE
07/21/26

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Ground maintenance	Mowing, Edging, Weedeating, Blowing...		5,280.00	5,280.00

Ways to pay



TOTAL DUE

\$5,280.00

THANK YOU.

View and pay

Green Lawn Svc & Sod Installation
Inc
P.O. BOX 188
Okeechobee, FL 34974
greenlawnsvc@yahoo.com



BILL TO		SHIP TO	DATE	PLEASE PAY	DUE DATE
Dixon Henry Campus		Dixon Henry Campus	07/21/2026	\$3,300.00	07/21/2026
2229 Nw 9th Ave		2229 Nw 9th Ave			
Okeechobee		Okeechobee, FL 34972			
FL					
34972					

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Ground maintenance	Mowing, Edging, Weedeating, Blowing...		3,300.00	3,300.00

Ways to pay



TOTAL DUE \$3,300.00

View and pay

THANK YOU.



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 **Paul Jacquin & Son's Construction** (the "Contractor") having a principal place of business at **CONTRACTOR PO Box 4343 Fort Pierce, FL 34948** USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC Building N RTU Coil Replacement to be provided in accordance with the Contractor's Proposal dated 7/10/2026 [Based on Proposal # 07/10/2026] attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: IRSC- Massey Campus at 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 9/1/2026; 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 Eight-Hundred Eighty-Six and 08/100 Dollars (\$28,886.08) and under no circumstances whatsoever shall the fee exceed, Twenty-Eight Thousand Eight-Hundred Eighty-Six and 08/100 Dollars (\$28,886.08) 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

Cole Singley

Printed Name and Title

cole.singley@pjsi.com

Email Address

772-618-5255

Phone Number

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

[Jacquin & Sons Construction]

Contractor/Vendor/Supplier Name

Chris D. Singley

Signature

Chris D. Singley, Vice President

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34948

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

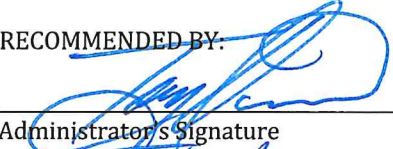
July 24, 2026

Date

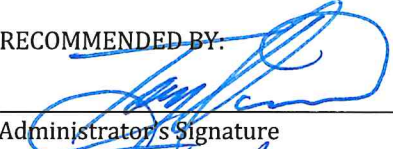
I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

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

RECOMMENDED BY:

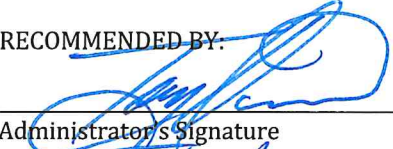


Administrator's Signature



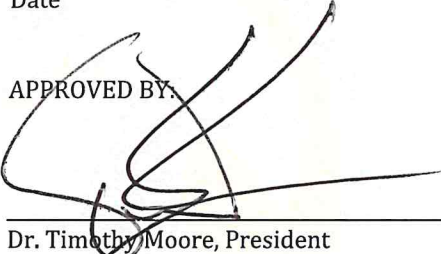
Name and Title

College/Department



Date

APPROVED BY:



Dr. Timothy Moore, President

8/5/26
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.**



Exhibit A

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

CONSTRUCTION MANAGER		
IRSC Building N RTU Coil Replacement		
3209 Virginia Avenue, Fort Pierce		
July 10, 2026		
SCOPE OF WORK	REMARKS	PRICE
Install owner provided coils	(2) RTUs	\$25,872.00
Total Subcontractors Cost		\$25,872.00
General Conditions		\$0.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$388.08
Construction Phase Fee		\$0.00
Subtotal		\$26,260.08
Overhead & Profit		\$2,626.00
Contingency		\$0.00
Subtotal		\$28,886.08
Bond	Under threshold	\$0.00
Grand Total		\$28,886.08

**Mailing Address**

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Project: IRSC Building N RTU Coil Replacement

Date: July 10, 2026

Exhibit B- Qualifications and Clarifications**Qualifications and Clarifications**

1. PJSI will install (2) chilled water coils (furnished by owner) on (2) Daikin roof top units. The installation includes the following: remove and dispose of (2) damaged chilled water coils, install (2) new owner furnished chilled water coils, pressure test, flush chilled water, reinsulate chilled water piping, start up and commission each RTU, verify proper cooling operations and confirm air temperatures.
2. PJSI has not charged for any additional general conditions as our dumpsters and other facilities are already on site.
3. PJSI has not charged for any additional supervision or staffing as our staff is already on site.



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 in partnership with **Indian River Crime Lab Attention to Lesley Perrone**.

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

WHEREAS Paver Overlays (the "Contractor") having a principal place of business at 1185 Old Dixie Hwy A-4, Vero Beach, FL 32960 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: Installation of a paver trailer parking area with a sidewalk attached to be provided in accordance with the Contractor's Proposal, dated 7/24/2025 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: Indian River State College in partnership with Indian River Crime Lab located at 4602 Kirby Loop Road, 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: **Six Thousand Two Hundred Forty Two and No/100 dollars (\$6,242.00) paid by Indian River Crime Lab**; and under no circumstances whatsoever shall the fee exceed, **Six Thousand Two Hundred Forty Two and No/100 dollars (\$6,242.00) invoiced to Indian Rive Crime Lab**. 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 an 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

Hernan Simon Owner

Printed Name and Title

paveroverlays@gmail.com

Email Address

772-302-3703

Phone Number

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

PAVER OVERLAYS

Contractor/Vendor/Supplier Name

Hernan Simon

Signature

Hernan Simon Owner

Name and Title

1185 Old Dixie Hwy

Address

Vero Beach, FL 32960

City, State, Zip

24967

Unique Entity ID (sam.gov) or Tax ID

7/17/2026

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

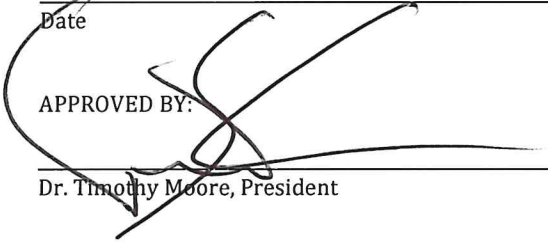
Facilities

College/Department

7/20/2026

Date

APPROVED BY:



Dr. Timothy Moore, President_____
Name and Title_____
7/20/26

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.**



Pool Decks – Driveways – Patios – Putting Greens
Pavers, Travertine, Marble, Porcelain, Old Chicago, Shellstone, Syn Turf

IRSC- Police Training Area
4602 Kirby Loop Rd
Fort Pierce, FL 34981

REVISED 6/9/2026

The following proposal is for the complete installation of a paver trailer parking area with a sidewalk attached to it.
Approx 430 SF

Sod will be removed from the work area. Once removed the base sand will be brought in spread, wetted and compacted.

Pavers will be installed. Once installed a concrete edge restraint will be installed along the border. Mason sand will be swept into the joints.

Material & labor included.

Material Selection: Adobe Holland 4 X 8 60MM

Ground preparation	\$ 977.00
Paver installation	\$ 3,465.00
Cuts & waste	\$ 350.00
Clean up	\$ 750.00
Delivery	\$ 700.00

Total Cost: \$ 6,242.00
Deposit 40%: \$ 2,496.80
Balance Owed: \$ 3,745.20

All labor and materials included.

40% Deposit due at signing / Remaining due upon completion.

Contracts/ estimates are valid for 30 days for substantial price changes are made by manufacturers.

Acceptance

Date



Terms and Conditions

1. All materials are estimated based on either customer-provided plans or measurements taken by Paver Overlays LLC. If the actual square footage exceeds the initial estimate, any additional materials and labor will be billed at the same per-square-foot rate outlined in this agreement.
2. Paver Overlays LLC shall not be held responsible for any damage to existing sidewalks, utilities (including gas, electric, telephone, sprinkler systems), septic tanks, drain fields, landscaping, or sod.
3. Paver Overlays LLC is not liable for delays caused by acts of God, including but not limited to fires, floods, hurricanes, natural disasters, or any other events beyond our reasonable control, including the unavailability of materials from manufacturers or suppliers.
4. Paver Overlays LLC is not responsible for staining, discoloration, or chipping of any natural stone pavers. These conditions are considered natural characteristics and are not covered under warranty.
5. Adequate space must be available on the job site to store all required materials, such as pavers, prior to or during the installation process. If materials must be stored off-site or at a location other than the job address, based on the estimator's discretion, a handling or relocation fee may apply. Any such fees will be communicated in advance and reflected on the final invoice.
6. All materials remain the property of Paver Overlays LLC until full payment is received. Materials are subject to the Florida Mechanics Lien Law and the Uniform Commercial Code. The customer hereby grants Paver Overlays LLC a security interest in the materials. You may receive a "Notice to Owner" from Paver Overlays LLC or its suppliers.
7. This agreement constitutes the entire and binding contract between the parties. It includes all handwritten and printed terms found on the front and back of this document. No other representations, warranties, or conditions, express or implied, shall apply unless explicitly stated herein.
8. Any disputes arising from this agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal proceedings shall be in Indian River County, Florida.
9. All personal items, including but not limited to furniture, planters/ pots, and other movable objects, must be removed from the work area prior to the start of the project. Paver Overlays LLC is not liable for any damage incurred during removal if the customer has requested such assistance.
10. The warranty provided by Paver Overlays LLC does not cover damage resulting from natural disasters, heavy commercial vehicles, mole activity, or tree root intrusion.
11. All invoices must be paid within 30 days of the contract signing or upon project completion, whichever occurs first. Any unpaid balance will accrue interest at a rate of 2% per month (24% annually). If collection efforts are required, the customer will be responsible for all associated costs, including reasonable attorney fees and any related legal proceedings, whether or not litigation is initiated.



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, MICHAEL RAPEER, (the "Contractor") having a principal place of business at 775 42ND COURT, VERO BEACH, FLORIDA 32968 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **IRSC Public Media – Chief Engineering Consulting Services**, to be provided in accordance with the Contractor's Proposal dated: **n/a**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Project location: IRSC Massey Campus, 3209 Virginia Ave, Fort Pierce, FL 34972**
3. **Term.** The provision of services under this Agreement shall commence on **July 1st, 2026**, and will terminate on **June 30, 2027** however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Three Thousand Two-Hundred Fifty and No/100 Dollars (\$3,250.00) per month**, and under no circumstances whatsoever shall the fee exceed, **Thirty-Nine Thousand and No/100 Dollars (\$39,000.00)**. The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes

and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

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

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

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

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

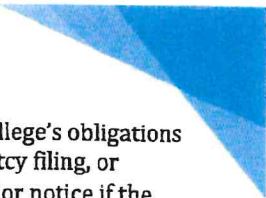
10. **Assignment.** The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

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

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

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

13. **Termination/Revocation.** Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be



obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the

Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

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

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

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

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

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

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

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

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

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

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



the terms of this Agreement shall prevail.

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

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

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

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

Contractors Authorized Contact for Agreement

Michael Rapeer

Printed Name and Title

ryderbroadcast@gmail.com

Email Address

610-635-9107

Phone Number

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

MICHAEL RAPEER

Contractor/Vendor/Supplier Name



Signature

Engineer

Name and Title

673 Helicon Terr.

Address

Sebastian, Fl. 32958

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

6/25/26

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

Chris Puorro, Associate VP & GM

Name and Title

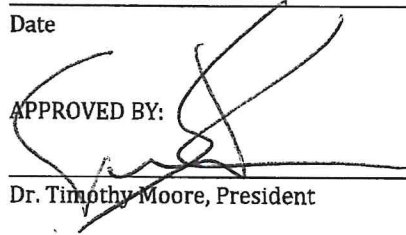
IRSC Public Media

College/Department

06/29/2026

Date

APPROVED BY:



Dr. Timothy Moore, President

6/29/26

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.**



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: [Student Services Signage; Pruitt Campus]. to be provided in accordance with the Contractor's Proposal dated **6/9/2026**
[Based on Proposal # [30998] 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 Pruitt Campus J Building at 500 NW California Blvd, Port St Lucie, FL 34986.**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Eleven thousand Five Hundred Fifty Three and 20/100 Dollars.(\$11,553.20)** and under no circumstances whatsoever shall the fee exceed, **Eleven thousand Five Hundred Fifty Three and 20/100 Dollars. (\$11,553.20)** 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

Contractors Authorized Contact for Agreement

Gabriel Jacobs, MMBR of Sign On, LLC

Printed Name and Title

gabe@capeled.com

Email Address

239-800-9454

Phone Number

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

[Sign On, LLC]

Contractor/Vendor/Supplier Name

Gabe Jacobs

Signature

Gabriel Jacobs, MMBR of Sign On, LLC

Name and Title

1030 SE 12th Ct

Address

Cape Coral, FL 33990

City, State, Zip

47-2617197

Unique Entity ID (sam.gov) or Tax ID

June 15, 2026

Date

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.

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

Name and Title

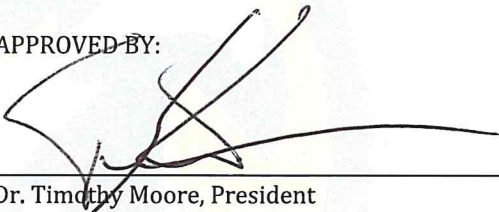
Project Manager, Capital Projects, Planning, and Facilities

College/Department

6/15/26

Date

APPROVED BY:



Dr. Timothy Moore, President

6/25/2026

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.**



Signs of ALL Kinds
www.SignsAndLEDs.com

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

ESTIMATE

EST-30998

Payment Terms: Cash Customer

Created Date: 6/9/2026

DESCRIPTION: Student Services Signage; Pruitt Campus

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

Installed: Indian River State College
500 N.W. California Blvd
Port St. Lucie, FL 34986
US

Requested By: Nichole Rummo
Email: nrummo@irsc.edu
Work Phone: (772) 462-7055
Tax ID: 59-1105591

Salesperson: Gabe Jacobs
Email: gabe@capeled.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Push-Thru Custom Sign Cabinet <u>Summary:</u> LED-lit custom aluminum fabricated sign, with routed face and dimensional push-thru acrylic letters. To be mounted directly to desk. <u>Push-Thru LED-lit ID Sign:</u> Single-sided cabinets with LED illumination CNC-routed aluminum sign face, with 1/2" CNC-cut acrylic letters and logo pushed through routed face. Graphics to be digitally printed (blue, white, yellow) translucent vinyl with UV overlaminate applied directly to flat dimensional acrylic face. Aluminum cabinet and custom return painted with high performance automotive paint. <u>Custom returns:</u> due to radius desk front, custom returns to be fabricated on top and sides to give appearance of built-in signage, as well as to remove open gaps for safety of persons standing nearby. <u>Installation:</u> Mount sign directly to existing desk. Hook up to electric within 6' of sign location. Price Based On: electric being readily available at sign site, adequate access to back desk area of sign site, and technical drawings of desk (and radius R154.25) being accurate. If additional electrical wiring is necessary, it will be additional billed at time and materials.	1	\$10,355.17	\$10,355.17
2	Ceiling-Mounted Acrylic Sign <u>Summary:</u> Clear acrylic sign, hang-mounted from ceiling.	1	\$1,198.03	\$1,198.03

- Size: 18"h x 24"w
- Double-sided
- Frosted film applied directly to each face of water-clear acrylic for frosted transparent effect.
- Digitally printed logo on high-performance cast vinyl opaque film with UV overlamine
- Ceiling-mounted

Price Based On: mounting to ceiling =12'h in an area where ceiling is reinforced enough to hold sign, and installation performed at the same time as push-thru desk sign and in same building. If additional supports are required to make mounting safe, it will be additional: billed at time and materials.

Optional: Other mounting systems available and can be quoted separate by request.

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

Subtotal:	\$11,553.20
Taxes:	\$0.00
Grand Total:	\$11,553.20

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:** _____

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



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 in partnership with **Indian River Crime Lab Attention to Lesley Perrone**.

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

WHEREAS Wirenutz Electrical Contractor (the “Contractor”) having a principal place of business at **3504 Fontaneda Ave. Fort Pierce, FL 34947** USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: Electrical installation on crime lab trailer to be provided in accordance with the Contractor’s Proposal, dated 1/13/2026 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: Indian River State College in partnership with Indian River Crime Lab located at 4602 Kirby Loop Road, 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: **Five Thousand Nine Hundred Sixty-Two and No/100 dollars [\$5,962.00] paid by Indian River Crime Lab**; and under no circumstances whatsoever shall the fee exceed, **Five Thousand Nine Hundred Sixty-Two and No/100 dollars [\$5,962.00] invoiced to Indian River Crime Lab**. 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 an 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
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- 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.

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- 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.

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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.

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

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

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

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

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

Contractors Authorized Contact for Agreement

Eric L. Letourneau, Sr, President

Printed Name and Title

WireNutzInc@aol.com

Email Address

772-466-0500

Phone Number

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

[Wirenutz Inc.]
Contractor/Vendor/Supplier Name

Eric L. Letourneau, Sr

Signature

Eric L. Letourneau, Sr/ WIRENUTZ Inc

Name and Title

420 North 2nd Street

Address

Fort Pierce, FL. 34950

City, State, Zip

30-0222000

Unique Entity ID (sam.gov) or Tax ID

07/21/2026

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

Name and Title

College/Department

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

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



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

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

RE: Massey Campus
Crime Lab

Proposal

#: 2505

1/13/2026

Qty.	\$/hr	Total
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- 1) Supply and install a 30 amp, 240 volt, single phase circuit for trailer.
- 2) Supply and install conduit from the electrical room panel LDP6 to the exterior north side of the building.
- 3) Supply and install a 2 pole, weatherproof disconnect on the north side of the building.
- 4) Trench approximately 25 feet from disconnect to trailer location.
- 5) Supply and install a trailer disconnect conduit and wiring.
- 6) Supply and install circuit breaker, breaker plate and circuit wiring.
- 7) Supply and install 20 foot cord with twistlock cord caps for the trailer.
- 8) Supply and install a power inlet and a 4 circuit electrical panel in the trailer.
- 9) Supply and install wiring of the trailer for AC unit and drivers side desk quad outlet.
- 10) Terminate wiring and hotcheck.

Chris	16	125.00	2,000.00
Nolan	16	95.00	1,520.00
Mike	16	95.00	1,520.00
Materials		922.00	922.00

Total Estimated Amount \$5,962.00

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

Authorized Signature _____