



**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



TOPIC: Standing Order Contracts for as needed services of less than \$15,000 effective July 1, 2026 – June 30, 2027

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The College has full executed Vendor Standing Order Contracts for fiscal year 2026-2027 (FY27) for the following vendors for as needed projects and services up to \$15,000.00

- 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. Ador LLC- Roof cleaning, exterior cleaning, 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 Plumping Inc.- Plumbing repairs and installation services
- w. MidState Mechanical Contractors of Vero Beach LLC.- HVAC and mechanical installation and repair services

Finance Committee Meeting Agenda Item #7a-#7ll

- 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 dba 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
- 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 and services

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



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

-
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	175.00
Service Hourly Rate - After Regular Business Hours	262.50
Service Hourly Rate - Paid Holidays	262.50
Mileage - Per Mile if Applicable	N/A
2-Hour Response Time Charge	N/A
4-Hour Response Time Charge	N/A
24-Hour Response Time Charge	N/A
Service Call Minimum	80
Equipment Off Site Repair Rate	
Percentage Markup On Parts	20%
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

AC Advantage LLC

Scott Camire

Signature

Scott Camire owner

Name and Title

1926 SW Billmore St

Address

PS Lucie FL 34984

City, State and Zip Code

Tax ID and UEI Number

14-1940193

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:

Site Administrator's Signature

Name and Title

Campus or Department

7/6/20

Date

APPROVED BY:

Authorized Designee Signature

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 Education 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 APPROVAL.



Indian River
State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Gate, fence, installation, and repairs.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	357.50
Service Hourly Rate - After Regular Business Hours	585.75
Service Hourly Rate - Paid Holidays	684.00
Mileage - Per Mile if Applicable	NA
2-Hour Response Time Charge	NA
4-Hour Response Time Charge	NA
24-Hour Response Time Charge	500.00
Service Call Minimum	4 hrs.
Equipment Off Site Repair Rate	NA
Percentage Markup On Parts	20%
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. 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
 - h. 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
 - i. 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 the 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).



STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.



STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.



STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Adion Fence Co



Signature

Ross A Chambers

Name and Title

1132 NE 17th St.

Address

Okeechobee, FL 34972

City, State and Zip Code

59-2241665

Tax ID and UEI Number

25 JUNE 26

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:



Site Administrator's Signature

Name and Title

Campus or Department

7/6/26

Date

APPROVED BY:



Authorized Designee Signature

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 Education 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 APPROVAL.





STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:	Airstron Mechanical		
Contractor Address:	532 NW Mercantile Pl, Suite 102		
City:	Port St. Lucie	State:	FL Zip Code: 34986
Contact Name:	Bill Good	Phone Number:	954-923-1654
E-mail Address:	bgood@airstron.com		

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

HVAC repairs, replacements, and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$ 150.00
Service Hourly Rate - After Regular Business Hours	\$ 225.00
Service Hourly Rate - Paid Holidays	\$ 300.00
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	\$ 150.00
4-Hour Response Time Charge	\$ 150.00
24-Hour Response Time Charge	\$ 150.00
Service Call Minimum	\$ 225.00
Equipment Off Site Repair Rate	\$ 150.00
Percentage Markup On Parts	45%
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. 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
 - h. 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
 - i. 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 the 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).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

AIRSTRON

Bill Good

Signature

Bill Good AIRSTRON MANAGER

Name and Title

532 NW MERCANTILE PL. Suite 102

Address

Port St. Lucie, FL 34986

City, State and Zip Code

59-2525449

Tax ID and UEI Number

7/2/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:

Tony Quinn

Site Administrator's Signature

Tony Quinn, AVP Capital Planning, Projects
& Facilities

Name and Title

Massey Campus

Campus or Department

7/20/26

Date

APPROVED BY:

Timothy E. Moore

Authorized Designee Signature

Timothy E. Moore, Ph.D, 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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Roofing, repairs, and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

Henry Gembala, Pete Laidley, Jason Purcell, Domingo Mesa, Castro Lopez, Charles Durden & German Seranno

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$62.00 (1 man)
Service Hourly Rate - After Regular Business Hours	\$75.00 (1 man)
Service Hourly Rate - Paid Holidays	\$85.00 (1 man)
Mileage - Per Mile if Applicable	\$0.52
2-Hour Response Time Charge	\$150.00
4-Hour Response Time Charge	\$120.00
24-Hour Response Time Charge	\$50.00
Service Call Minimum	\$225.00
Equipment Off Site Repair Rate	\$65.00
Percentage Markup On Parts	15%
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. 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
 - h. 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
 - i. 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 the 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).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Apex Roofing USA, LLC

Signature

Henry Gembala - President

Name and Title

281 NE 32nd Street

Address

Oakland Park, FL 33334

City, State and Zip Code

45-5199346 XRCVHDRM3A75

Tax ID and UEI Number

07/09/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:

Site Administrator's Signature

Tony Quinn, AVP Capital Planning, Projects
& Facilities

Name and Title

Massey Campus

Campus or Department

Date

APPROVED BY:

Authorized Designee Signature

Timothy E. Moore, Ph.D., 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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "**Contractor**" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("**Confidential Information**").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Roof Cleaning, Exterior Cleaning, Large Scale Sidewalk and Concrete Cleaning. Preventative Treatments and Maintenance.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	
Service Hourly Rate - After Regular Business Hours	
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Ardor Roof and Sidewalk Cleaning



Signature

Nicholas Lozier Owner

Name and Title

985 SW Hamberland Ave

Address

Port St Lucie, FL 34953

City, State and Zip Code

800391350

Tax ID and UEI Number

7/7/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:



Site Administrator's Signature

Tony Quinn - Mgr of Facilities

Name and Title

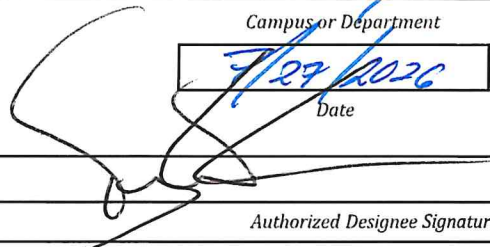
Massby

Campus or Department

7/27/2026

Date

APPROVED BY:



Authorized Designee Signature

Timothy E. Moore, Ph.D. - President

Name and Title

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 Education 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 APPROVAL.



Indian River State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name: The BG Group, LLC

Contractor Address: 15560 Lyons Rd, Suite B- 3640 CARLTON PLACE

City: Delray Beach BOCA RATON State: FL Zip Code: 33446 33496

Contact Name: Tom Pietras Ivy FRADIN Phone Number: 904-616-6856 561.998 7997

E-mail Address: tom@bgdemolition.com ivy @BGDEMOLITION.COM

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Demolition services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

TBD

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	
Service Hourly Rate - After Regular Business Hours	
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	\$ 3000 -
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	
please see TAM	
rate sheets attached	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

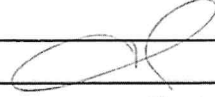
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex,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

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

The BG GROUP LLC



Signature

Ivy FRADIN Managing Member

Name and Title

3640 CARTON PLACE

Address

BOCA RATON FL 33496

City, State and Zip Code

81 0593332

Tax ID and UEI Number

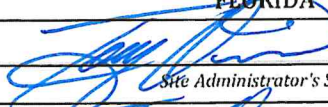
6/10/26

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:



Site Administrator's Signature

Tracy Davis, AVP

Name and Title

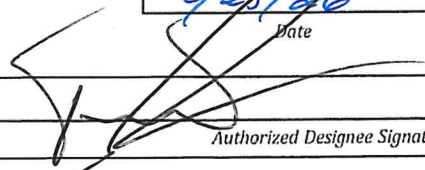
Pacific

Campus or Department

6/25/26

Date

APPROVED BY:



Authorized Designee Signature

Dr. Timothy Moore - President

Name and Title

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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Security camera and access control system repair and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	139/Hour
Service Hourly Rate - After Regular Business Hours	175/Hour
Service Hourly Rate - Paid Holidays	225/Hour
Mileage - Per Mile if Applicable	N/A
2-Hour Response Time Charge	N/A
4-Hour Response Time Charge	N/A
24-Hour Response Time Charge	N/A
Service Call Minimum	2 Hour minimum
Equipment Off Site Repair Rate	Warranty only
Percentage Markup On Parts	As per GSA Contract
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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 check 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Care Security Systems

Justin Parish

Signature

Justin Parish, Director of Sales

Name and Title

9 Hemion Rd

Address

Montebello, New York 11901

City, State and Zip Code

11-2974370

Tax ID and UEI Number

6-8-2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

APPROVED BY:

Site Administrator's Signature

Dr. Timothy Moore - President

Name and Title

Campus or Department

6/15/2026

Date

RECOMMENDED BY:

Authorized Designee Signature

Tony Quinn - AVP of Facilities

Name and Title

6/15/2026

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 Education 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 APPROVAL.



Indian River State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Electrical repairs, installations, and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	125.00
Service Hourly Rate - After Regular Business Hours	185.00
Service Hourly Rate - Paid Holidays	250.00
Mileage - Per Mile if Applicable	N/A
2-Hour Response Time Charge	450.00
4-Hour Response Time Charge	350.00
24-Hour Response Time Charge	250.00
Service Call Minimum	250.00
Equipment Off Site Repair Rate	N/A
Percentage Markup On Parts	20%
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Complete Electric Inc



Signature

Michael Macleary

Name and Title

Michael Macleary General Manager

Address

637 Sebastian Blvd

City, State and Zip Code

Sebastian Florida 32958

Tax ID and UEI Number

65-0783704 06/22/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:



Site Administrator's Signature

Tony Brown - Dir of Facilities

Name and Title

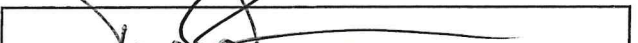
Wassay

Campus or Department

7/27/2026

Date

APPROVED BY:



Authorized Designee Signature

Timothy E. Moore, Ph.D. - President

Name and Title

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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Door supplies, repairs, and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$344.00 Min Overhead Door \$304.00 Min Entry Door \$225 Overhead\$195 Entry Hourly after initial visit
Service Hourly Rate - After Regular Business Hours	\$700.00 Minimum 2 hours \$350.00 Hourly after initial visit
Service Hourly Rate - Paid Holidays	\$700.00 Minimum 2 hours \$350.00 Hourly after initial visit
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	\$700.00 Minimum 2 hours \$350.00 Hourly after initial visit
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	\$344.00 Min Overhead Door \$304.00 Min Entry Door \$225 Overhead\$195 Entry Hourly after initial visit
Equipment Off Site Repair Rate	\$344.00 Min Overhead Door \$304.00 Min Entry Door \$225 Overhead\$195 Entry Hourly after initial visit
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	
Each additional 1/4 hour	\$56.25 CDS \ \$48.75 EDS
Service Charge (Truck/Equipment Charge)	\$99.00 CDS \ \$89.00 EDS
Fuel Surcharge	\$20.00 CDS \ \$20.00 EDS
2-ManTruck Add on per hour	\$350.00 CDS \ \$300.00 EDS

CDS = Commercial Door Service \ EDS = Entry Door Service

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. 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
 - h. 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
 - i. 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 the 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).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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, to the extent of which arises directly or indirectly from any 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 will defend the College from any claim and will 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.** 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.
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.
 - c. Insurance coverage shall not be reduced below the limits described above or canceled without the College's written notice 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

D.H. Pace Company Inc.

Ryan DiCocco

Digitally signed by Ryan DiCocco
Date: 2026.07.22 14:58:51-04'00'

Signature

Ryan DiCocco Vice President

Name and Title

1901 E 119th St

Address

Olathe, KS 66061

City, State and Zip Code

43-1012574 and W68BBQNRYY89

Tax ID and UEI Number

07/22/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:

Site Administrator's Signature

Name and Title

Campus or Department

Date

APPROVED BY:

Authorized Designee Signature

Timothy E. Moore, Ph.D. - President

Name and Title

5/8/26

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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Construction services.
Architecture, Engineering, Interiors, Planning.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	See attached rate sheet.
Service Hourly Rate - After Regular Business Hours	See attached rate sheet.
Service Hourly Rate - Paid Holidays	See attached rate sheet.
Mileage - Per Mile if Applicable	Per IRS 2026 rates.
2-Hour Response Time Charge	See attached rate sheet.
4-Hour Response Time Charge	See attached rate sheet.
24-Hour Response Time Charge	See attached rate sheet.
Service Call Minimum	See attached rate sheet.
Equipment Off Site Repair Rate	See attached rate sheet.
Percentage Markup On Parts	See attached rate sheet.
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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 check 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

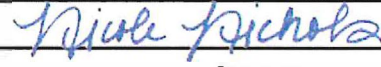
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex,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

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

DLR Group inc., a Florida corporation



Signature

Nicole Nichols, AIA, Vice President

Name and Title

301 East Pine Street, Suite 900

Address

Orlando, FL 32801

City, State and Zip Code

93-0998113

Tax ID and UEI Number

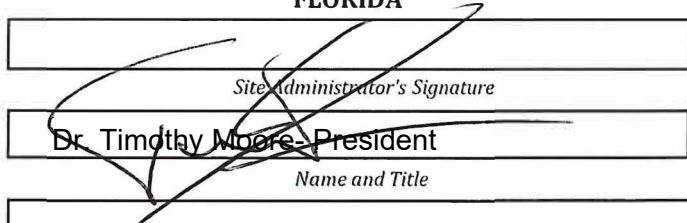
June 9, 2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

APPROVED BY:



Site Administrator's Signature

Dr. Timothy Moore - President

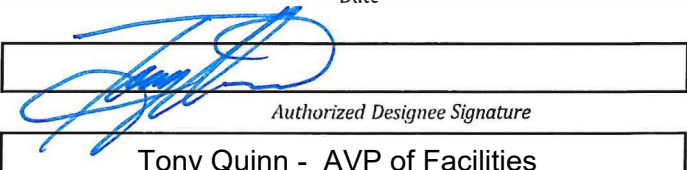
Name and Title

Campus or Department

06/15/2026

Date

RECOMMENDED BY:



Authorized Designee Signature

Tony Quinn - AVP of Facilities

Name and Title

6/15/2026

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 Education 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 APPROVAL.

DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$370
Expert	\$320
Practice Leader	\$280
Project Leader	\$250
Senior Professional	\$220
Professional II	\$185
Professional	\$155
Professional Support	\$125
Technical/Clerical	\$100

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.



Indian River
State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name: Environmental Land Development

Contractor Address: 201 Campbell Rd

City: Fort Pierce State: FL Zip Code: 34945

Contact Name: Will Tindall Phone Number: 772-519-6278

E-mail Address: willeld2004@gmail.com

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Land development repairs and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

Environmental land Development, Inc.

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project** and a **not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually**. 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	
Service Hourly Rate - After Regular Business Hours	
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	
See attachment	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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 check 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Environmental Land Development

Will Tindall

Signature

Will Tindall President

Name and Title

201 Campbell Rd

Address

Ft Pierce, FL 34945

City, State and Zip Code

51-0538182 FQCVWRVF6CT4

Tax ID and UEI Number

7-1-26

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:

[Signature]

Site Administrator's Signature

Name and Title

Campus or Department

7/6/26

Date

APPROVED BY:

[Signature]

Authorized Designee Signature

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 Education 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 APPROVAL.



201 Campbell Road
Fort Pierce, FL 34945
Phone: (772) 466-2270
Fax: (772) 462-2208
eldinc2004@gmail.com

IRSC Standing Order Contract - Specialized Rate Sheet

DESCRIPTION	RATE
Mileage (over 45 miles) - Per Day Rate	\$150.00
2-Hour Response Time Charge Mob Only (3 Man Crew w/ Piece of Equipment)	\$1,500.00
4-Hour Response Time Charge Mob Only (3 Man Crew w/ Piece of Equipment)	\$1,250.00
24-Hour Response Time Charge Mob Only (3 Man Crew w/ Piece of Equipment)	\$1,000.00
Standard Mobilization	\$500.00
EQUIPMENT DESCRIPTION	HOURLY RATE
9 TN Excavator with Bucket & Thumb or Clean Out Bucket	\$100.00
9 TN Excavator with Mulching Head	\$155.00
18 TN Excavator with Bucket & Thumb	\$155.00
30 TN Excavator with Clean Out Bucket	\$120.00
30 TN Long Stick Excavator with Clean Out Bucket	\$165.00
30 TN Excavator with Mulching Head	\$185.00
Skid Steer w/ Bucket, Forks, or Rake	\$100.00
Skid Steer w/ Mulching Head	\$165.00
Skid Steer w/ Auger up to 36"	\$85.00
3-4 YD Loader with Bucket	\$116.00
3-4 YD Loader with Root Rake	\$116.00
Small Motor Grader	\$130.00
Large Motor Grader	\$145.00
Dozer 650 with 6-way Blade	\$140.00
10 TN Roller/Vibratory	\$80.00
700 LB Hand Compactor	\$40.00
115 HP Tractor with No Implements	\$90.00
115 HP Tractor with 9 ft Rotavator	\$100.00
65 HP Tractor with No Implements	\$90.00
65 HP Tractor with 6 ft Bush Hog	\$90.00
65 HP Tractor with 7 ft Box Blade	\$90.00
65 HP Tractor with Bucket	\$90.00
Chainsaw with a Person	\$45.00
18 Yard Dump Truck	\$135.00
Semi with Lowboy 45-53 ft Trailer	\$135.00
Vac Truck within 50 miles	\$220.00
Vac Truck over 50 miles	\$240.00
Van with Pipe Camera	\$150.00
Vac Truck and Van with Pipe Camera	\$350.00
Asphalt Machines and Equipment per Project	TBD



Indian River
State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Security installation and services, Fire alarm install/repairs and services, Sprinkler install/repairs and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION/Sprinkler repair	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	Sprinkler Service Tech \$129.00
Service Hourly Rate - After Regular Business Hours	Sprinkler Service Tech \$193.50
Service Hourly Rate - Paid Holidays	Sprinkler Service Tech \$193.50
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	Same as regular or after hours
4-Hour Response Time Charge	Same as regular or after hours
24-Hour Response Time Charge	Same as regular or after hours
Service Call Minimum	2 hours
Equipment Off Site Repair Rate	
Percentage Markup On Parts	40%
OTHER RATES: (Attach specialized rate sheet if applicable)	
Electronic Service Tech regular hours	\$121.00
Electronic Service Tech after hours	\$181.5
Electronic Service Tech holidays	\$181.5

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

EVERON LLC



Signature

Jeff Beckford-Service Manager

Name and Title

5701 Village Blvd

Address

West Palm Beach, FL 33407

City, State and Zip Code

90-0008456

Tax ID and UEI Number

6/15/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:



Site Administrator's Signature

Thay Quinn, AVP

Name and Title

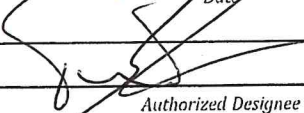
Facilities

Campus or Department

6/23/26

Date

APPROVED BY:



Authorized Designee Signature

Dr. Timothy Moore - President

Name and Title

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 Education 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 APPROVAL.



Indian River
State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Machinery and engine repairs and services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

ELLERY PELLOT, ALMUS WILLIS, PETER CUGINI JR.,

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$175
Service Hourly Rate - After Regular Business Hours	\$175
Service Hourly Rate - Paid Holidays	N/A
Mileage - Per Mile if Applicable	N/A
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	\$380
Equipment Off Site Repair Rate	\$190
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

FLORIDA COAST EQUIPMENT

Kristen Weatherington

Signature

KRISTEN WEATHERINGTON, SERVICE MANAGER

Name and Title

6000 ORANGE AVE

Address

FORT PIERCE, FL, 34947

City, State and Zip Code

59-2490149

Tax ID and UEI Number

06/09/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

APPROVED BY:

Dr. Timothy Moore - President

Site Administrator's Signature

Dr. Timothy Moore - President

Name and Title

Campus or Department

06/15/2026

Date

RECOMMENDED BY:

Authorized Designee Signature

Tony Quinn - AVP of Facilities

Name and Title

6/15/2026

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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and
WHEREAS, the College maintains certain confidential information including without limitation trade secrets; student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name: Garland / DBS, Inc.
Contractor Address: 3800 E 91st St
City: Cleveland State: OH Zip Code: 44105
Contact Name: Heidi Dobson Phone Number: 216-430-3522
E-mail Address: hdobson@garlandco.com

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Roofing

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

Yes

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	
Service Hourly Rate - After Regular Business Hours	
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. 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
 - h. 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
 - i. 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 the 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 check 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).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:



GARLAND/DBS, INC.

Brian Lambert

Signature

Brian Lambert - President

Name and Title

3800 East 91st Street

Address

Cleveland, OH 44105

City, State and Zip Code

80-0575452 60301222

Tax ID and UEI Number

6/17/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:

Tony Quinn

Site Administrator's Signature

Tony Quinn, AVP Capital Planning, Projects
& Facilities

Name and Title

Massey Campus

Campus or Department

7/20/26

Date

APPROVED BY:

Timothy E. Moore

Authorized Designee Signature

Timothy E. Moore, Ph.D., 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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "**Contractor**" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("**Confidential Information**").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Lawn care, tree trimming, and additional services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	75
Service Hourly Rate - After Regular Business Hours	75
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	125
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☐ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

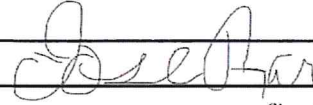
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex,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

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Green lawn service & Sod installation inc



Signature

José Ramírez

Name and Title

President

Address

P.o Box 188

City, State and Zip Code

Okeechobee fl 34973

Tax ID and UEI Number

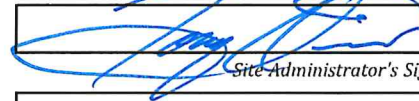
36-4646368

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:



Site Administrator's Signature

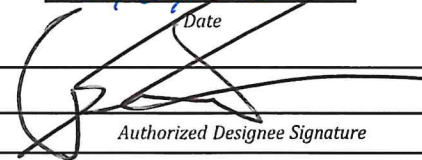
Name and Title

Campus or Department

7/6/20

Date

APPROVED BY:



Authorized Designee Signature

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 Education 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 APPROVAL.



STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project** and a **not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually**. 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	
Service Hourly Rate - After Regular Business Hours	
Service Hourly Rate - Paid Holidays	
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☐ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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 check 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

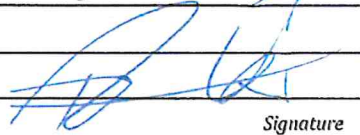
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STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

H. J. High Construction



Signature

Robert High, President

Name and Title

1015 W Amelia Street

Address

Orlando, FL 32805

City, State and Zip Code

59-0774606

Tax ID and UEI Number

06/24/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA**

RECOMMENDED BY:



Site Administrator's Signature

Name and Title

Campus or Department



Date

APPROVED BY:



Authorized Designee Signature

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 Education 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 APPROVAL.

FEE SCHEDULE

****Contractor agrees to provide a fee schedule upon return of agreement that will be honored during the contract period****



H. J. High Labor Rates

Summer 2026

Project Executive	\$137.00
St. Project Manager	\$100.00
Project Manager	\$96.00
Superintendent	\$96.00
Assistant Superintendent	\$62.00
Assistant Project Manager	\$62.00
Safety Director	\$65.00
Project Engineer	\$34.00
Labor Foreman	\$34.00
Laborer	\$30.00
Estimating Coordinator	\$79.00
Estimator	\$103.00
Accountant	\$60.00
Project Assistant	\$53.00

*All rates are hourly and include burden

H. J. High Construction Fee is 15%.





CERTIFICATE OF INSURANCE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 333 S. Garland Ave Orlando, FL 32801-4927 407 691-9600		CONTACT NAME: Casey Guzinski PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS: Casey.Guzinski@mcgriff.com	
INSURED H J High Construction Company 1015 W Amelia St. Orlando, FL 32805-1407		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Co. INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 19488 23396 36940	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPP20572681701	10/01/2025	10/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY Drive Oth Car	X	X	CA20572701701	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$0			CU20572691702	10/01/2025	10/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC21194670401	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Pollution Prof/Poll Agg	X		PEC002738817	10/01/2025	10/01/2026	2,000,000 Each Claim 2,000,000 Each Claim 2,000,000 Annual Agg

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

** General Liability ***

Additional Insured status is granted, including primary & non-contributory and completed operations, if required by written agreement per CG7324 0323 "Contractors Blanket Flex Additional Insured Endorsement-Form A". Waiver of Subrogation applies, if required by written contract per CG7289 0417 "Contractors General Liability Extension Endorsement".
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Indian River State College 3209 Virginia Avenue Fort Pierce, FL 34981-5596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

*** Auto Liability ***

Additional Insured status is granted, if required by written contract per CA7171 0508 "Florida Advantage Commercial Automobile Broad Form Endorsement". Coverage is Primary and Non-Contributory if required by written contract CA7165 0911. Waiver of Subrogation applies, if required by written contract per CA7171 0508 "Florida Advantage Commercial Automobile Broad Form Endorsement".

*** Workers Comp ***

Waiver of Subrogation is granted with respect to Workers Compensation, if required by written contract per WC0000313 "Waiver of Our Right to Recover from Others Endorsement".

*** Umbrella ***

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability and Employer's Liability limits shown.

*** Professional & Pollution ***

Claims-Made Coverage Form with a \$50,000 Retention for Each Claim.

*** Pollution ***

Additional Insured status is granted on a primary & non-contributory basis as required by written agreement per coverage form EVPCPcmCP 0921.

Re: Project Disaster Recovery Agreement

Indian River State College and IRSC District Board of Trustees are included as additional insureds, where required by written contract, with respect to General Liability and Commercial Automobile Liability.



Indian River State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and
WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Carpet cleaning and water remediation services. *Tile + Grout Cleaning*
Mold Removal —

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

Hydro Jet —

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$ 30 ⁰⁰
Service Hourly Rate - After Regular Business Hours	\$ 40 ⁰⁰
Service Hourly Rate - Paid Holidays	\$ 40 ⁰⁰
Mileage - Per Mile if Applicable	\$ 50/A
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	
Carpet & Tile Cleaning	\$.70 SF
Mitigation Pricing	Attached

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

Hydro Jet Carpet Clean LLC

Steve Smith

Signature

Steve Smith

Name and Title

Owner

Address

6015 Tangelo Drive

City, State and Zip Code

Ft Pierce FL 34982

Tax ID and UEI Number

42-1597538

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

APPROVED BY:

Site Administrator's Signature

Dr. Timothy Moore - President

Name and Title

Campus or Department

06/15/2026

Date

RECOMMENDED BY:

Authorized Designee Signature

Tony Quinn - AVP of Facilities

Name and Title

6/15/2026

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 Education 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 APPROVAL.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

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.

Code	Description	Unit Price
WTRACT	Remove wet ceiling tile & drywall and bag for disposal	\$1.55
WTRACT3	Remove wet ceiling tile & drywall and bag - Cat 3	\$2.26
WTRACT3A	Remove wet ceiling tile & drywall and bag - Cat 3 aft hrs	\$3.32
WTRACTA	Remove wet ceiling tile & drywall, bag for disp. after hrs	\$2.26
WTRACTAS	Remove wet ceiling tile w/staples - bag for disposal	\$1.21
WTRACTAS3	Remove wet ceiling tile w/staples - bag Cat 3	\$1.79
WTRACTAS3A	Remove wet ceiling tile w/staples - bag Cat 3 - aft hrs	\$2.66
WTRACTASA	Remove wet ceiling tile w/staples, bag for disp. - aft hrs	\$1.79
WTRACTS	Remove wet suspended ceiling tile and bag for disposal	\$0.56
WTRACTSA	Remove wet susp. ceiling tile, bag for disp. - after hrs	\$0.80
WTRACTSS	Remove wet suspended ceiling tile and bag - Cat 3	\$0.80
WTRACTSSA	Remove wet suspended ceiling tile and bag - Cat 3 aft hrs	\$1.15
WTRAGP	Water Extraction & Remediation (Agreed Price)	\$0.00
WTRBAG	Plastic bag - used for disposal of contaminated items	\$3.14
WTRBARR	Containment Barrier/Airlock/Decon. Chamber	\$1.16
WTRBARRA	Containment Barrier/Airlock/Decon. Chamber - after hours	\$1.63
WTRBARRF	Containment Barrier - air filter	\$15.24
WTRBARRFA	Containment Barrier - air filter - after hours	\$18.49
WTRBARRP	Containment Barrier - tension post (per day)	\$3.35
WTRBARRZ	Peel & seal zipper	\$14.89
WTRBARRZ+	Peel & seal zipper - heavy duty	\$17.47
WTRBARRZA	Peel & seal zipper - after hours	\$17.13
WTRBARRZA+	Peel & seal zipper - heavy duty - after hours	\$19.71
WTRBASE	Tear out baseboard	\$0.68
WTRBASE>	Tear out oversized or multi-member baseboard	\$0.95
WTRBASEA	Tear out baseboard - after hours	\$1.01
WTRBASEA>	Tear out oversized or multi-member baseboard - after hours	\$1.44
WTRBASEB	Tear out baseboard and bag for disposal - up to Cat 3	\$1.20
WTRBASEB>	Tear out oversized/multibase - bag for disp. - up to Cat 3	\$1.68
WTRBASEBA	Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	\$1.70
WTRBASEBA>	Tear out oversized/multibase- bag/disp- up to Cat 3 aft hr	\$2.40
WTRBASED	Baseboard - Detach	\$1.63
WTRBASED>	Baseboard - Detach - oversized or multi-member	\$1.92
WTRBASEDA	Baseboard - Detach - after hours	\$2.44
WTRBASEDA>	Baseboard - Detach - oversized or multi-member-after hours	\$2.88
WTRBASERS	Baseboard - Detach & reset	\$2.72
WTRBASERS>	Baseboard - Detach & reset - oversized or multimember	\$3.21
WTRBC	Tear out non-salvageable cement board & bag for disposal	\$1.68
WTRBCA	Tear out non-salv. cement board & bag for disposal-aft hrs	\$2.44
WTRBCN	Tear out non-salvageable cement board, no bagging	\$1.33
WTRBCNA	Tear out non-salvageable cement board, no bag - after hrs	\$2.01
WTRBCS	Tear out non-salvageable cement board & bag - Cat 3 water	\$2.44
WTRBCSA	Tear out non-salv. cement board & bag - Cat 3 wtr- aft hrs	\$3.58

WTRBCSN	Tear out non-salvageable cement board, no bagging - Cat 3	\$2.01
WTRBCSNA	Tear out non-salv. cement board, no bag - Cat 3- after hrs	\$3.00
WTRBIDITM	Water Extraction & Remediation (Bid Item)	\$0.00
WTRBLK	Block and pad furniture in room	\$65.38
WTRBLK<	Block and pad furniture in room - Small amount	\$54.27
WTRBLK>	Block and pad furniture in room - Large amount	\$89.09
WTRBLKA	Block and pad furniture in room - after hours	\$98.46
WTRBLKA<	Block and pad furniture in room - Small amount - after hrs	\$81.81
WTRBLKA>	Block and pad furniture in room - Large amount - after hrs	\$134.13
WTRBLKHR	Block and pad furniture - hourly charge	\$75.16
WTRBLKHRA	Block and pad furniture - hourly charge - after hours	\$111.85
WTRBMUD	Add on to tear out mortar bed for tile	\$2.34
WTRCABFH	Tear out cabinetry - full height unit	\$14.54
WTRCABFHA	Tear out cabinetry - full height unit - after hours	\$21.82
WTRCABFHD	Cabinet - full height unit - Detach	\$26.35
WTRCABFHDA	Cabinet - full height unit - Detach - after hours	\$39.52
WTRCABLDS	Cabinet - lower (base) unit w/shoring - Detach	\$41.40
WTRCABLDSA	Cabinet - lower (base) unit w/shoring - Detach - after hrs	\$60.57
WTRCABLOW	Tear out cabinetry - lower (base) units	\$12.12
WTRCABLOWA	Tear out cabinetry - lower (base) units - after hours	\$18.18
WTRCABLWD	Cabinet - lower (base) unit - Detach	\$26.44
WTRCABLWDA	Cabinet - lower (base) unit - Detach - after hours	\$39.66
WTRCABMCD	Medicine cabinet - Detach	\$19.82
WTRCABMCDA	Medicine cabinet - Detach - after hours	\$29.76
WTRCABUP	Tear out cabinetry - upper (wall) units	\$12.12
WTRCABUPA	Tear out cabinetry - upper (wall) units - after hours	\$18.18
WTRCABUPD	Cabinet - upper (wall) unit - Detach	\$22.62
WTRCABUPDA	Cabinet - upper (wall) unit - Detach - after hours	\$33.93
WTRCABVAN	Tear out cabinetry - vanity	\$12.12
WTRCABVANA	Tear out cabinetry - vanity - after hours	\$18.18
WTRCABVCD	Cabinet - vanity and countertop - Detach	\$33.17
WTRCABVCDA	Cabinet - vanity and countertop - Detach - after hours	\$49.77
WTRCABVNC	Tear out cabinetry - vanity and countertop	\$15.13
WTRCABVNCA	Tear out cabinetry - vanity and countertop - after hours	\$22.71
WTRCABVND	Cabinet - vanity unit - Detach	\$22.62
WTRCABVNDA	Cabinet - vanity unit - Detach - after hours	\$33.93
WTRCALC	Calcium Chloride moisture test - per sample	\$106.95
WTRCB	Tear out cove base molding	\$0.48
WTRCBA	Tear out cove base molding - after hours	\$0.74
WTRCBB	Tear out cove base molding and bag for disp. - up to Cat 3	\$0.90
WTRCBBA	Tear out cove base and bag for disp. - up to Cat 3 aft hrs	\$1.25
WTRCSV	Remove polyethylene vapor barrier	\$0.14
WTRCSV	Remove polyethylene vapor barrier - Category 3	\$0.20
WTRCTDK	Tear out countertop subdeck & bag for disposal	\$1.45

WTRCTDKA	Tear out countertop subdeck & bag for disposal - after hrs	\$2.08
WTRCTDKN	Tear out countertop subdeck, no bagging	\$1.09
WTRCTDKNA	Tear out countertop subdeck, no bagging - after hours	\$1.63
WTRCTDKS	Tear out countertop subdeck & bag - Cat 3 water	\$2.08
WTRCTDKSA	Tear out countertop subdeck & bag - Cat 3 water - aft. hrs	\$2.99
WTRCTDKSN	Tear out countertop subdeck, no bag - Cat 3 water	\$1.63
WTRCTDKSNA	Tear out countertop subdeck, no bag - Cat 3 water- aft hrs	\$2.45
WTRCTFBS	Backsplash - flat laid/solid surface - Detach	\$1.74
WTRCTFBSDA	Backsplash - flat laid/solid surface - Detach- after hours	\$2.60
WTRCTFL	Tear out countertop - flat laid plastic laminate	\$6.97
WTRCTFLA	Tear out countertop - flat laid plastic lam. - after hours	\$10.45
WTRCTFLD	Countertop - flat laid plastic laminate - Detach	\$8.62
WTRCTFLDA	Countertop - flat laid plastic lam. - Detach - after hours	\$12.91
WTRCTPF	Tear out countertop - post formed plastic laminate	\$6.69
WTRCTPFA	Tear out countertop - post formed plastic lam. - after hrs	\$10.05
WTRCTPFD	Countertop - post formed plastic laminate - Detach	\$8.24
WTRCTPFDA	Countertop - post formed plastic lam. - Detach - after hrs	\$12.35
WTRCTSS	Tear out countertop - solid surface/granite	\$6.97
WTRCTSSA	Tear out countertop - solid surface/granite - after hours	\$10.45
WTRCTSSD	Countertop - solid surface/granite - Detach	\$11.47
WTRCTSSDA	Countertop - solid surface/granite - Detach - after hours	\$17.20
WTRCTTL	Tear out non-salv. tile countertop & bag for disposal	\$5.71
WTRCTTLA	Tear out non-salv. tile countertop & bag for disp- aft hrs	\$8.47
WTRCTTLN	Tear out non-salvageable tile countertop, no bagging	\$4.83
WTRCTTLNA	Tear out non-salv. tile countertop, no bagging - aft hrs	\$7.25
WTRCTTLS	Tear out non-salv. tile countertop & bag - Cat 3 water	\$8.47
WTRCTTLA	Tear out non-salv. tile countertop & bag-Cat 3 wtr-aft hrs	\$12.60
WTRCTTLN	Tear out non-salv. tile countertop, no bag - Cat 3 water	\$7.25
WTRCTTLNA	Tear out non-salv. tile countertop, no bag- Cat 3- aft hrs	\$10.88
WTRDHM	Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor.	\$59.73
WTRDHM>	Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	\$87.67
WTRDHM>>	Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	\$117.59
WTRDHM>>>	Dehumidifier (per 24 hr period) - 160+ ppd - No monitor.	\$140.92
WTRDHMAC	Dehumidifier w/environmental control - per 24 hrs	\$130.87
WTRDHMB	Dehumidifier booster (per 24 hour period) - No monitoring	\$30.45
WTRDHMD	Dehumidifier (per 24 hour period) - Desiccant - No monit.	\$232.81
WTRDHMD<	Dehumidifier (per 24 hr period) -Small-Desiccant-No monit.	\$122.62
WTRDHMD>	Dehumidifier (per 24 hr period) -Large-Desiccant-No monit.	\$507.02
WTRDHMDT2K	Trailer-mount dehumidifier - 2000 CFM- per 24 hr	\$976.67
WTRDHMDT3K	Dehumidifier - Desiccant -3000-4000 CFM No monit.-per 24hr	\$1,267.55
WTRDHMDT5K	Dehumidifier - Desiccant -4500-7500 CFM No monit.-per 24hr	\$1,580.65
WTRDHMDT9K	Dehumidifier - Desiccant-8500-15000 CFM No monit.-per 24hr	\$2,605.80
WTRDISC	Discounts (Bid Item)	\$0.00
WTRDOPT	DOP test/inspection - per piece of equipment	\$65.00

WTRDORSLD	Interior door slab only - Detach	\$8.68
WTRDORSLDA	Interior door slab only - Detach - after hours	\$13.03
WTRDRY	Air mover (per 24 hour period) - No monitoring	\$29.29
WTRDRY-	Mini air mover (per 24 hour period) - No monitoring	\$11.33
WTRDRY+	Air mover axial fan-up to 1/2 (per 24 hr period)-No monit.	\$31.50
WTRDRY++	Axial fan air mover - 1 HP (per 24 hr period)-No monit.	\$36.80
WTRDRY1	Structural drying per SF - Class 1 (Bid Item)	\$0.00
WTRDRY1CF	Structural drying per CF - Class 1 (Bid Item)	\$0.00
WTRDRY2	Structural drying per SF - Class 2 (Bid Item)	\$0.00
WTRDRY2CF	Structural drying per CF - Class 2 (Bid Item)	\$0.00
WTRDRY3	Structural drying per SF - Class 3 (Bid Item)	\$0.00
WTRDRY3CF	Structural drying per CF - Class 3 (Bid Item)	\$0.00
WTRDRY4	Structural drying per SF - Class 4 (Bid Item)	\$0.00
WTRDRY4CF	Structural drying per CF - Class 4 (Bid Item)	\$0.00
WTRDRYC	Structural drying per SF - Climate controlled (Bid Item)	\$0.00
WTRDRYCCF	Structural drying per CF - Climate controlled (Bid Item)	\$0.00
WTRDRYCN	Structural drying per SF - Non-climate cont. (Bid Item)	\$0.00
WTRDRYCNCF	Structural drying per CF - Non-climate cont. (Bid Item)	\$0.00
WTRDRYED	Dryer - electric - Detach	\$28.20
WTRDRYEDA	Dryer - electric - Detach - after hours	\$42.31
WTRDRYGD	Dryer - gas - Detach	\$43.08
WTRDRYGDA	Dryer - gas - Detach - after hours	\$64.64
WTRDRYMA	Multi-port air mover adapter (per 24 hr period)- No monit.	\$32.15
WTRDRYN	Tear out wet drywall, no bagging	\$0.99
WTRDRYN4	Tear out wet drywall, no bagging, per LF - up to 4' tall	\$5.46
WTRDRYN4A	Tear out wet drywall, no bagging, per LF - 4' aft hrs	\$8.20
WTRDRYN4S	Tear out wet drywall, no bagging, per LF - to 4' - Cat 3	\$8.20
WTRDRYN4SA	Tear out wet drywall, no bagging, LF - 4' Cat 3 aft hrs	\$11.66
WTRDRYNA	Tear out wet drywall, no bagging - after hours	\$1.49
WTRDRYNI	Tear out wet drywall, no bagging, per LF - up to 4" tall	\$3.89
WTRDRYNIA	Tear out wet drywall, no bagging, per LF - 4" aft hrs	\$5.84
WTRDRYNIS	Tear out wet drywall, no bagging, per LF - to 4" - Cat 3	\$5.84
WTRDRYNISA	Tear out wet drywall, no bagging, LF - 4" Cat 3 aft hrs	\$8.76
WTRDRYNLF	Tear out wet drywall, no bagging, per LF - up to 2' tall	\$3.97
WTRDRYNLFA	Tear out wet drywall, no bagging, per LF - 2' aft hrs	\$5.98
WTRDRYNLS	Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	\$5.98
WTRDRYNLSA	Tear out wet drywall, no bagging, LF - 2' Cat 3 aft hrs	\$8.95
WTRDRYNS	Tear out wet drywall, no bagging - Cat 3	\$1.49
WTRDRYNSA	Tear out wet drywall, no bagging - Cat 3 - after hours	\$2.22
WTRDRYSA	Air mover snout adapter 48" (per 24 hr period) - No monit.	\$10.10
WTRDRYW	Tear out wet drywall, cleanup, bag for disposal	\$1.32
WTRDRYW4	Tear out wet drywall, cleanup, bag, per LF - up to 4' tall	\$6.70
WTRDRYW4A	Tear out wet drywall, cleanup, bag, per LF - 4' aft hrs	\$9.70
WTRDRYW4S	Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	\$9.70

WTRDRYW4SA	Tear out wet drywall, cleanup, bag, LF - 4' Cat 3 aft hrs	\$13.52
WTRDRYWA	Tear out wet drywall, cleanup, bag - after hours	\$1.80
WTRDRYWG	Add-on cost for tearing out glued-on drywall	\$0.58
WTRDRYWGA	Add-on cost for tearing out glued-on drywall - after hours	\$0.87
WTRDRYWH	Add for wet drywall on high walls - 11' to 14' high	\$0.24
WTRDRYWH>	Add for wet drywall on high walls - 14' to 20' high	\$0.32
WTRDRYWHA	Add for wet drywall on high walls- 11' to 14' high-aft hrs	\$0.34
WTRDRYWHA>	Add for wet drywall on high walls- 14' to 20' high-aft hrs	\$0.46
WTRDRYWI	Tear out wet drywall, cleanup, bag, per LF - up to 4" tall	\$4.34
WTRDRYWIA	Tear out wet drywall, cleanup, bag, per LF - 4" aft hrs	\$6.48
WTRDRYWIS	Tear out wet drywall, cleanup, bag, per LF - to 4" - Cat 3	\$6.48
WTRDRYWISA	Tear out wet drywall, cleanup, bag, LF - 4" Cat 3 aft hrs	\$9.69
WTRDRYWLF	Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	\$4.74
WTRDRYWLFA	Tear out wet drywall, cleanup, bag, per LF - 2' aft hrs	\$6.92
WTRDRYWLS	Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	\$6.92
WTRDRYWLSA	Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	\$10.20
WTRDRYWS	Tear out wet drywall, cleanup, bag - Cat 3	\$1.80
WTRDRYWSA	Tear out wet drywall, cleanup, bag - Cat 3 - after hours	\$2.61
WTRDUCT6	Ducting - flexible - 6" round	\$2.10
WTRDUCTLF	Ducting - lay-flat	\$0.38
WTRDUCTLF>	Ducting - lay-flat - Large	\$0.50
WTRDWD	Dishwasher - Detach	\$73.11
WTRDWDA	Dishwasher - Detach - after hours	\$109.72
WTREQ	Equipment setup, take down, and monitoring (hourly charge)	\$73.15
WTREQA	Equip. setup, take down & monitoring - after hrs	\$109.84
WTREQD	Equipment decontamination charge - per piece of equipment	\$43.41
WTREQDH	Equipment decontamination charge - HVY, per piece of equip	\$68.76
WTRESRV	Emergency service call - after business hours	\$304.28
WTRESRVD	Emergency service call - during business hours	\$202.85
WTREXT	Water extraction from carpeted floor	\$0.58
WTREXT+	Water extraction from carpeted floor - Heavy	\$0.72
WTREXTA	Water extraction from carpeted floor- after hours	\$0.87
WTREXTA+	Water extraction from carpeted floor - Heavy - after hours	\$1.05
WTREXTDMP	Contaminated water dump fee - (Bid Item)	\$0.00
WTREXTG	Water extraction from carpeted floor - Category 2 water	\$0.92
WTREXTG+	Water extraction from carpeted floor - Cat 2 water - Heavy	\$1.10
WTREXTGA	Water extract from carpeted floor - Cat 2 wtr- after hours	\$1.41
WTREXTGA+	Water extract carpeted flr - Cat 2 wtr - Heavy- after hrs	\$1.67
WTREXTH	Water extraction from hard surface floor	\$0.27
WTREXTHA	Water extraction from hard surface floor - after hours	\$0.41
WTREXTHG	Water extraction from hard surface floor - Cat 2 water	\$0.47
WTREXTHGA	Water extract from hrd surf flr - Cat 2 wtr - after hours	\$0.75
WTREXTHS	Water extraction from hard surface floor - Cat 3 water	\$0.89
WTREXTHSA	Water extract from hard surf flr - Cat 3 wtr - after hours	\$1.43

WTREXTS	Water extraction from carpeted floor - Category 3 water	\$1.47
WTREXTS+	Water extraction from carpeted floor - Cat 3 water - Heavy	\$1.77
WTREXTSA	Water extract from carpeted floor - Cat 3 wtr- after hours	\$2.16
WTREXTSA+	Water extract carpeted floor - Cat 3 wtr- Hvy- after hours	\$2.57
WTREXTW	Water extraction from floor - Weight-assisted	\$1.10
WTREXTWA	Water extraction floor - Weight-assisted - after hours	\$1.87
WTREXTWP	Pumping & hauling of standing Category 3 water	\$1.16
WTREXTWPA	Pumping & hauling of standing Cat 3 water - after hours	\$1.76
WTREXTWPC	2" Submersible pump with hose (per hour)	\$79.40
WTREXTWPT	2" Submersible trash pump with hose (per hour)	\$80.65
WTREXTWPTM	Pumping of standing water - truck mounted (per hour)	\$228.90
WTRFCC	Tear out wet non-salvageable carpet, cut & bag for disp.	\$0.78
WTRFCCA	Tear out wet non-salvage cpt, cut/bag - after hours	\$1.14
WTRFCCGD	Tear out wet non-salvageable glue down carpet, cut/bag	\$1.34
WTRFCCGDA	Tear out wet non-salv. gluedn. cpt, cut/bag- after hours	\$1.97
WTRFCCGDN	Tear out wet non-salvageable glue down carpet, no bagging	\$1.07
WTRFCCGDNA	Tear out wet non-salv. gluedn. cpt, no bag - after hours	\$1.59
WTRFCCGDS	Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	\$1.97
WTRFCCGDSA	Tear out wet non-salv.gluedn.cpt,cut/bg-Cat 3 wtr-aft. hrs	\$2.93
WTRFCCGSN	Tear out wet non-salv. glue down cpt, no bag - Cat 3 water	\$1.59
WTRFCCGSNA	Tear out wet non-salv.gluedn.cpt,no bag-Cat 3 wtr-aft. hrs	\$2.38
WTRFCCN	Tear out wet non-salvageable carpet, no bagging	\$0.45
WTRFCCNA	Tear out wet non-salvage carpet, no bag - after hours	\$0.68
WTRFCCS	Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	\$1.14
WTRFCCSA	Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	\$1.64
WTRFCCSN	Tear out wet non-salvageable carpet, no bag - Cat 3 water	\$0.68
WTRFCCSNA	Tear out wet non-salv. cpt, no bag- Cat 3 wtr - after hrs	\$1.01
WTRFCT	Tear out non-salvageable tile floor & bag for disposal	\$4.82
WTRFCTA	Tear out non-salv. tile floor & bag for disposal after hrs	\$7.12
WTRFCTN	Tear out non-salvageable tile floor, no bagging	\$4.03
WTRFCTNA	Tear out non-salvageable tile floor, no bagging- after hrs	\$6.05
WTRFCTS	Tear out non-salvageable tile floor & bag - Cat 3 water	\$7.12
WTRFCTSA	Tear out non-salv. tile floor & bag - Cat 3 water-aft hrs	\$10.58
WTRFCTSN	Tear out non-salvageable tile floor, no bagging - Cat 3	\$6.05
WTRFCTSNA	Tear out non-salv. tile floor, no bagging - Cat 3- aft hrs	\$9.08
WTRFCV	Tear out non-salvageable vinyl, cut & bag for disposal	\$1.90
WTRFCVA	Tear out non-salvageable vinyl, cut & bag - after hrs	\$2.76
WTRFCVL	Tear out non-salv vinyl, cut & bag - additional layer	\$0.67
WTRFCVLA	Tear out non-salv vinyl, cut & bag - add'l layer after hrs	\$0.95
WTRFCVN	Tear out non-salvageable vinyl, no bagging	\$1.53
WTRFCVNA	Tear out non-salvageable vinyl, no bagging - after hours	\$2.28
WTRFCVS	Tear out non-salv vinyl, cut & bag - Category 3 water	\$2.76
WTRFCVSA	Tear out non-salv vinyl, cut & bag - Cat 3 water-after hrs	\$4.27
WTRFCVSL	Tear out non-salv vinyl, cut & bag - Cat 3 wtr - add'l lyr	\$0.95

WTRFCVSLA	Tear out non-salv vinyl, cut & bag - Cat 3 add'l lyr a/hrs	\$1.44
WTRFCVSN	Tear out non-salv vinyl, no bagging - Category 3 water	\$2.28
WTRFCVSNA	Tear out non-salv vinyl, no bagging - Cat 3 water-aft. hrs	\$3.43
WTRFCVT	Tear out non-salvageable vinyl tile, cut & bag for disp.	\$2.16
WTRFCVTA	Tear out non-salv. vinyl tile, cut & bag for disp. Aft hrs	\$3.21
WTRFCVTS	Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	\$3.21
WTRFCVTSA	Tear out non-salv. vinyl tile, cut & bag- Cat 3 - aft. hrs	\$4.78
WTRFCVTSN	Tear out non-salv. vinyl tile, no bagging - Cat 3	\$2.46
WTRFCVTSNA	Tear out non-salv. vinyl tile, no bag - Cat 3 - aft. hrs	\$3.71
WTRFCVUSN	Tear out vinyl & underlay, no bagging - Cat 3 water	\$2.85
WTRFCVUSNA	Tear out vinyl & underlay, no bag - Cat 3 - after hours	\$4.29
WTRFCVUV	Tear out non-salv. vinyl & underlay, cut & bag for disp.	\$2.57
WTRFCVUVA	Tear out vinyl & underlay, bag for disp. - after hours	\$3.79
WTRFCVUVN	Tear out non-salv. vinyl & underlay, cut, no bagging	\$1.90
WTRFCVUVNA	Tear out non-salv. vinyl & underlay, cut, no bag-after hrs	\$2.85
WTRFCVUVS	Tear out vinyl & underlay, bag for disp. - Cat 3 water	\$3.79
WTRFCVUVSA	Tear out vinyl & underlay & bag - Cat 3 water - after hrs	\$5.62
WTRFCW	Tear out non-salv solid/eng. wood flr & bag for disposal	\$4.82
WTRFCWA	Tear out non-salv solid/eng. wood flr & bag - after hrs	\$7.07
WTRFCWGC	Add for tear out wd flr glued down over concrete substrate	\$2.43
WTRFCWGCA	Add for tear out wd flr glued down over concrete-after hrs	\$3.64
WTRFCWGW	Add for tear out wood floor glued down over wood substrate	\$4.85
WTRFCWGWA	Add for tear out wood floor glued down over wood-after hrs	\$7.26
WTRFCWL	Tear out non-salv floating floor & bag for disposal	\$2.45
WTRFCWLA	Tear out non-salv floating floor & bag - after hrs	\$3.63
WTRFCWLN	Tear out non-salv floating floor, no bagging	\$1.95
WTRFCWLNA	Tear out non-salv floating floor, no bagging - after hours	\$2.94
WTRFCWLS	Tear out non-salv floating floor & bag - Category 3 water	\$3.63
WTRFCWLSA	Tear out non-salv floating floor & bag- Cat 3 wtr-aft hrs	\$5.41
WTRFCWLSN	Tear out non-salv floating floor, no bagging - Category 3	\$2.94
WTRFCWLSNA	Tear out non-salv floating floor, no bag - Cat 3 -aft hrs	\$4.40
WTRFCWN	Tear out non-salv. solid/eng. wood flooring, no bagging	\$3.91
WTRFCWNA	Tear out non-salv. solid/eng. wood flr, no bag - after hrs	\$5.86
WTRFCWS	Tear out non-salv wood floor & bag - Category 3 water	\$7.07
WTRFCWSA	Tear out non-salv wood floor & bag - Cat 3 water - aft hrs	\$10.98
WTRFCWSC	Screen wood floor	\$0.62
WTRFCWSN	Tear out non-salv wood floor, no bagging - Category 3	\$5.86
WTRFCWSNA	Tear out non-salv wood floor, no bag - Cat 3 - aft. hrs	\$8.80
WTRFHEPA	Add for HEPA filter (for negative air exhaust fan)	\$212.36
WTRFHEPA<	Add for HEPA filter (for canister/backpack vacuums)	\$93.75
WTRFHEPA<<	Add for HEPA filter (for upright vacuums)	\$45.50
WTRFHEPA>	Add for HEPA filter (for neg. air machine/vacuum - Large)	\$326.75
WTRFHEPAC	Add for HEPA filter - large cylinder	\$188.45
WTRFLCHM	Chemical gas and odor neutralization cartridge - 16" x 16"	\$147.25

WTRFLCHM>	Chemical gas and odor neutralization cartridge - 24" x 24"	\$257.30
WTRFLD	Add on to tear out floor drain - tub/shower- metal/plastic	\$12.11
WTRFLVAP	Carbon vapor filter (for air scrubber) - 16" x 16"	\$73.25
WTRFLVAP>	Carbon vapor filter (for air scrubber) - 24" x 24"	\$115.25
WTRFURN	Drying furnace - ind. fired heater w/ducting - 85 kBtuh	\$161.00
WTRFURN10	Drying furnace - ind. fired heater w/ducting - 100 kBtuh	\$227.00
WTRFURN17	Drying furnace - ind. fired heater w/ducting - 170 kBtuh	\$462.00
WTRFURN25	Drying furnace - ind. fired heater w/ducting - 250 kBtuh	\$580.00
WTRFURN40	Drying furnace - ind. fired heater w/ducting - 400 kBtuh	\$835.00
WTRGDD	Garbage disposal / disposer - Detach	\$52.30
WTRGDDA	Garbage disposal / disposer - Detach - after hours	\$78.48
WTRGRM	Apply anti-microbial agent to {V}	\$0.36
WTRGRMA	Apply anti-microbial agent to {V} - after hours	\$0.51
WTRGRMB	Apply plant-based anti-microbial agent to {V}	\$0.37
WTRGRMBA	Apply plant-based anti-microbial agent to {V} - after hrs	\$0.52
WTRGRMBIO	Apply biological cleaning agent (spore-based) to {V}	\$0.36
WTRGRMBIOA	Apply bio cleaning agent (spore-based) to {V} - after hrs	\$0.51
WTRGRMS	Apply mold/mildew stain remover to {V}	\$0.81
WTRGRMSA	Apply mold/mildew stain remover to {V} - after hours	\$1.05
WTRHBAG	Plastic bag - for hazardous material cleanup - Medium	\$1.99
WTRHBAG<	Plastic bag - for hazardous material cleanup - Small	\$1.20
WTRHBAG>	Plastic bag - for hazardous material cleanup - Large	\$3.76
WTRHBAGG	Plastic glove bag - for hazardous material cleanup	\$11.00
WTRHBAGG>	Plastic glove bag - for hazardous material cleanup - Large	\$20.16
WTRHBOX	Box and liner - for hazardous material cleanup - Medium	\$4.58
WTRHBOX<	Box and liner - for hazardous material cleanup - Small	\$3.56
WTRHBOX>	Box and liner - for hazardous material cleanup - Large	\$9.87
WTRHC14	Plastic container - hazardous material cleanup - 14 gl	\$47.64
WTRHC30	Plastic container - hazardous material cleanup - 30 gl	\$56.14
WTRHC60	Plastic container - hazardous material cleanup - 60 gl	\$122.14
WTRHCON	Plastic container - hazardous material cleanup - Medium	\$9.99
WTRHCON<	Plastic container - hazardous material cleanup - Small	\$7.03
WTRHCON>	Plastic container - hazardous material cleanup - Large	\$16.64
WTRHDRY	Hang dry carpet in plant	\$0.76
WTRHDRY+	Hang dry custom oriental rug in plant	\$1.15
WTRHEAT	Heat drying - hydronic boiler/power unit - 200 kBtu	\$605.00
WTRHEAT>	Heat drying - hydronic boiler/power unit - 250 kBtu	\$905.00
WTRHEAT>>	Heat drying - hydronic boiler/power unit - 300 kBtu	\$1,105.00
WTRHEATA	Heat drying - ducted air - 200 kBtu - 2300+ cfm	\$1,380.00
WTRHEATA>	Heat drying - ducted air - 400 kBtu - 5200+ cfm	\$2,205.00
WTRHEATX	Heat drying - thermal exchanger with air mover - 50 kBtu	\$210.29
WTRHEATX>	Heat drying - thermal exchanger with air mover - 80 kBtu	\$301.00
WTRHEPAF	HEPA Vacuuming exposed framing - Floor - (PER SF)	\$1.40
WTRHEPAFSH	HEPA Vacuuming exposed framing w/ sheathing - Floor	\$2.29

WTRHEPAVAC	HEPA Vacuuming - hourly charge	\$76.44
WTRHEPAVAL	HEPA Vacuuming - Light - (PER SF)	\$0.46
WTRHEPAVAS	HEPA Vacuuming - Detailed - (PER SF)	\$0.87
WTRHEPAW	HEPA Vacuuming exposed framing - Walls - (PER SF)	\$0.85
WTRHEPAWSH	HEPA Vacuuming exposed framing w/ sheathing - Walls	\$1.60
WTRHTAM	Heat drying - thermal air mover - Electric	\$181.00
WTRHTAM>	Heat drying - thermal air mover - Electric - Large	\$302.00
WTRHTAMB	Booster for thermal air mover/exchange system	\$71.00
WTRHTBL	Drying blanket/mat (per 24 hr period) - No monitoring	\$40.00
WTRHTIP	Infrared heat panel (per 24 hr period) - No monitoring	\$35.00
WTRHTSC	Sensored control system for electric heat drying (24 hr)	\$26.15
WTRHTX	Heat drying - thermal air exchanger	\$329.00
WTRINS	Tear out and bag wet insulation	\$0.96
WTRINSA	Tear out and bag wet insulation - after hours	\$1.38
WTRINSC	Tear out and bag wet insulation in confined space	\$1.81
WTRINSCA	Tear out and bag wet insulation in confined space- aft hrs	\$2.67
WTRINSCN	Tear out wet insulation in confined space, no bagging	\$1.51
WTRINSCNA	Tear out wet insul. confined space, no bagging - aft hrs	\$2.25
WTRINSCS	Tear out and bag wet insulation in confined space - Cat 3	\$2.67
WTRINSCSA	Tear out and bag wet insul. confined space- Cat 3- aft hrs	\$3.98
WTRINSCSN	Tear out wet insul. in confined space, no bagging - Cat 3	\$2.25
WTRINSCSNA	Tear out wet insul. conf space, no bagging- Cat 3- aft hrs	\$3.38
WTRINSN	Tear out wet insulation, no bagging	\$0.75
WTRINSN4	Tear out wet insulation, no bagging, per LF - to 4' tall	\$3.02
WTRINSN4A	Tear out wet insulation, no bagging, per LF - 4' after hrs	\$4.51
WTRINSN4S	Tear out wet insulation, no bagging, per LF - 4' - Cat 3	\$4.51
WTRINSN4SA	Tear out wet insulation, no bagging, LF - 4' Cat 3 aft hrs	\$6.78
WTRINSNA	Tear out wet insulation, no bagging - after hours	\$1.13
WTRINSNLF	Tear out wet insulation, no bagging, per LF - to 2' tall	\$1.51
WTRINSNLFA	Tear out wet insulation, no bagging, per LF - 2' after hrs	\$2.26
WTRINSNLS	Tear out wet insulation, no bagging, per LF - 2' - Cat 3	\$2.26
WTRINSNLSA	Tear out wet insulation, no bagging, LF - 2' Cat 3 aft hrs	\$3.38
WTRINSS	Tear out and bag wet insulation - Category 3 water	\$1.38
WTRINSSA	Tear out and bag wet insulation - Category 3 - after hours	\$2.02
WTRINSSN	Tear out wet insulation, no bagging - Category 3 water	\$1.13
WTRINSSNA	Tear out wet insulation, no bagging - Cat 3 - after hours	\$1.69
WTRINSW4	Tear out and bag wet insulation, per LF - to 4' tall	\$3.74
WTRINSW4A	Tear out and bag wet insulation, per LF - 4' - after hours	\$5.48
WTRINSW4S	Tear out and bag wet insulation, per LF - 4' - Cat 3	\$5.48
WTRINSW4SA	Tear out and bag wet insulation, LF - 4' Cat 3 after hours	\$8.08
WTRINSWLF	Tear out and bag wet insulation, per LF - to 2' tall	\$1.88
WTRINSWLFA	Tear out and bag wet insulation, per LF - 2' - after hours	\$2.76
WTRINSWLS	Tear out and bag wet insulation, per LF - 2' - Cat 3	\$2.76
WTRINSWLSA	Tear out and bag wet insulation, LF - 2' Cat 3 - after hrs	\$4.06

WTRLAB	Water Extraction & Remediation Technician - per hour	\$73.15
WTRLABA	Water Extraction & Remediation Technician - after hours	\$109.84
WTRLABC	Cleaning Technician - per hour	\$64.91
WTRLABCA	Cleaning Technician - after hours	\$97.46
WTRLABS	Cleaning & Remediation - Supervisory - per hr	\$76.07
WTRLABSA	Cleaning & Remediation - Supervisory - after hours	\$114.22
WTRLIFT	Lift carpet for drying	\$0.52
WTRLIFTA	Lift carpet for drying - after hours	\$0.77
WTRMA5	Adapter for ducted drying- 5 ports (per 24 hrs)- No monit.	\$42.15
WTRMA9	Adapter for ducted drying- 9 ports (per 24 hrs)- No monit.	\$71.20
WTRMASKFL	Floor protection - self-adhesive plastic film	\$0.58
WTRMASKFLA	Floor protection - self-adhesive plastic film - after hrs	\$0.79
WTRMASKFLP	Floor protection - cloth - skid resistant leak proof	\$1.04
WTRMASKFP+	Floor prot. - cloth - skid resist, leak proof, cleanable	\$1.14
WTRMASKFPB	Floor protection - cloth - skid resistant, breathable	\$1.30
WTRMASKFPN	Floor protection - neoprene - reusable	\$1.25
WTRMASKV	Mask and cover register / air return	\$4.68
WTRMASKV>	Mask and cover register / air return - Large	\$6.54
WTRMN	Water Extraction & Remediation - Labor Minimum	\$182.88
WTRMR	Per job charge for 3rd party monitoring/review (Bid Item)	\$0.00
WTRMUCK	Muck-out/Flood loss cleanup	\$2.74
WTRMUCK-	Muck-out/Flood loss cleanup - Light	\$1.23
WTRMUCK+	Muck-out/Flood loss cleanup - Heavy	\$5.44
WTRMUCKCS	Muck-out/Flood loss cleanup - confined space	\$3.89
WTRMUCKCS-	Muck-out/Flood loss cleanup - confined space - Light	\$1.72
WTRMUCKCS+	Muck-out/Flood loss cleanup - confined space - Heavy	\$7.78
WTRMUCKHR	Muck-out/Flood loss cleanup - per hour (Labor only)	\$73.15
WTRNAFAN	Negative air fan/Air scrubber (24 hr period) - No monit.	\$70.50
WTRNAFAN>	Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	\$105.82
WTRNAFAN>>	Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	\$141.00
WTRPAD	Tear out wet carpet pad and bag for disposal	\$0.75
WTRPADA	Tear out wet carpet pad, cut/bag - after hours	\$1.07
WTRPADN	Tear out wet carpet pad, no bagging	\$0.21
WTRPADNA	Tear out wet carpet pad, no bagging - after hours	\$0.32
WTRPADS	Tear out wet carpet pad, cut/bag - Category 3 water	\$1.07
WTRPADSA	Tear out wet carpet pad, cut/bag - Cat 3 wtr - after hours	\$1.56
WTRPADSN	Tear out wet carpet pad, no bagging - Category 3 water	\$0.32
WTRPADSNA	Tear out wet carpet pad, no bag - Cat 3 wtr - after hours	\$0.48
WTRPATCHJ	Precisely cut & remove drywall - per LF	\$1.69
WTRPDB	Water Extraction & Remediation (Paid Bill)	\$0.00
WTRPLA	Tear out wet plaster, cleanup, bag for disposal	\$3.36
WTRPLAA	Tear out wet plaster, cleanup, bag - after hours	\$4.93
WTRPLAS	Tear out wet plaster, cleanup, bag - Category 3 water	\$4.93
WTRPLASA	Tear out wet plaster, cleanup, bag - Cat 3 - after hours	\$7.30

WTRPLASN	Tear out wet plaster, no bagging - Category 3 water	\$4.29
WTRPLASNA	Tear out wet plaster, no bagging - Cat 3 - after hours	\$6.43
WTRPLYTK	Tear out toe kick and bag for disposal	\$4.22
WTRPLYTKA	Tear out toe kick and bag for disposal - after hours	\$6.12
WTRPLYTKS	Tear out toe kick and bag for disposal - Category 3	\$5.04
WTRPLYTKSA	Tear out toe kick and bag for disposal - Cat 3 - aft hrs	\$7.45
WTRPLYTN	Tear out toe kick, no bagging	\$3.73
WTRPLYTNA	Tear out toe kick, no bagging - after hours	\$5.60
WTRPLYTSN	Tear out toe kick, no bagging - Category 3	\$4.48
WTRPLYTSNA	Tear out toe kick, no bagging - Cat 3 - aft hrs	\$6.73
WTRPNL	Tear out wet paneling, bag for disposal	\$0.78
WTRPNLA	Tear out wet paneling, bag for disposal - after hours	\$1.13
WTRPNLS	Tear out wet paneling, bag for disposal - Cat 3	\$1.13
WTRPNLSA	Tear out wet paneling, bag for disp. - Cat 3 - after hours	\$1.66
WTRPNLSN	Tear out wet paneling, no bagging - Cat 3	\$0.81
WTRPNLSNA	Tear out wet paneling, no bagging - Cat 3 - after hours	\$1.21
WTRPOWD	Power distribution box - below 100 amp (per day)	\$59.73
WTRPOWD>	Power distribution box - 100+ amp (per day)	\$125.00
WTRPOWDW	Power distribution box - below 100 amp (per week)	\$167.71
WTRPOWDW>	Power distribution box - 100+ amp (per week)	\$360.00
WTRPPE	Add for personal protective equipment (hazardous cleanup)	\$22.51
WTRPPE+	Add for personal protective equipment - Heavy duty	\$50.08
WTRPPEB	Boots - waterproof latex - Disposable (per pair)	\$11.31
WTRPPEE	Eye protection - plastic goggles - Disposable	\$9.77
WTRPPEG6	Personal protective gloves - Disposable (per pair)	\$0.41
WTRPPEGHD	Personal protective gloves - Heavy duty (per pair)	\$6.84
WTRPPEM	Personal protective mask (N-95)	\$1.57
WTRPPER	Disposable rain suit	\$16.93
WTRPPERC	Respirator cartridge - HEPA only (per pair)	\$15.59
WTRPPERCM	Respirator cartridge - HEPA & vapor & gas (per pair)	\$38.12
WTRPPERCP	PAPR cartridge - HEPA only (single cartridge)	\$32.00
WTRPPERCPM	PAPR cartridge - HEPA & vapor & gas (single cartridge)	\$55.51
WTRPPERCPV	PAPR cartridge - vapor only (single cartridge)	\$42.21
WTRPPERCV	Respirator cartridge - organic vapor & acid gas (per pair)	\$28.32
WTRPPERF	Respirator - Full face - multi-purpose resp. (per day)	\$7.61
WTRPPERH	Respirator - Half face - multi-purpose resp. (per day)	\$1.67
WTRPPES	Face shield - Disposable	\$5.10
WTRPPAPR	Powered Air-Purifying Respirator (PAPR) - (per day)	\$73.25
WTRPPSAR	Supply Air Respirator (SAR) - (per day)	\$61.25
WTRPROT	Protect - Cover with plastic	\$0.37
WTRPROTA	Protect - Cover with plastic - after hours	\$0.49
WTRRFD	Refrigerator - Detach	\$37.60
WTRRFDA	Refrigerator - Detach - after hours	\$56.41
WTRRGED	Range - freestanding - electric - Detach	\$28.20

WTRRGEDA	Range - freestanding - electric - Detach - after hours	\$42.31
WTRRGGD	Range - freestanding - gas - Detach	\$50.12
WTRRGGDA	Range - freestanding - gas - Detach - after hours	\$75.20
WTRRM	Remote monitoring sys. w/up to 10 sensors (per 24 hr prd)	\$55.00
WTRRMG	Remote monitoring - additional gateway (per 24 hr period)	\$30.00
WTRRMS	Remote monitoring - each additional sensor (per 24 hr prd)	\$3.00
WTRSANDF	Sand exposed framing - Floor	\$2.68
WTRSANDW	Sand exposed framing - Walls	\$1.45
WTRSBCE	Add on - Confined space blasting	\$0.89
WTRSBIF	Dry ice blasting exposed framing - Floor (PER SF)	\$7.51
WTRSBIFSH	Dry ice blast exposed framing w/sheathing - Floor (PER SF)	\$12.20
WTRSBIFW	Dry ice blasting exposed framing - Walls (PER SF)	\$4.42
WTRSBIFWSH	Dry ice blast exposed framing w/sheathing - Walls (PER SF)	\$8.53
WTRSBISF	Soda blasting exposed framing - Floor (PER SF)	\$5.82
WTRSBISFSH	Soda blasting exposed framing w/sheathing - Floor (PER SF)	\$9.53
WTRSBISW	Soda blasting exposed framing - Walls (PER SF)	\$3.43
WTRSBISWSH	Soda blasting exposed framing w/sheathing - Walls (PER SF)	\$6.66
WTRSF	Tear out subfloor & bag for disposal	\$2.36
WTRSFA	Tear out subfloor & bag for disposal - after hrs	\$3.49
WTRSFS	Tear out subfloor & bag for disposal - Category 3	\$3.49
WTRSFSA	Tear out subfloor & bag for disposal - Cat 3 - aft hrs	\$5.23
WTRSFSL	Tear out subfloor, sleepers & bag for disposal	\$2.79
WTRSFSLA	Tear out subfloor, sleepers & bag for disposal - after hrs	\$4.12
WTRSFSLS	Tear out subflr, sleepers & bag for disposal - Category 3	\$4.12
WTRSFSLSA	Tear out subflr, sleepers & bag for disp - Cat 3 - aft hrs	\$6.14
WTRSFSLSN	Tear out subflr, sleepers, no bagging - Category 3	\$3.19
WTRSFSLSNA	Tear out subflr, sleepers, no bagging - Cat 3 - aft hrs	\$4.78
WTRSFSEN	Tear out subfloor, no bagging - Category 3	\$3.19
WTRSFSENA	Tear out subfloor, no bagging - Cat 3 - aft hrs	\$4.06
WTRSMAT	Sticky / tacky mat	\$1.96
WTRSNKD	Sink - single basin - Detach	\$39.03
WTRSNKDA	Sink - single basin - Detach - after hours	\$58.55
WTRSNKDD	Sink - double basin - Detach	\$41.71
WTRSNKDDA	Sink - double basin - Detach - after hours	\$62.55
WTRSNKPD	Pedestal sink - Detach	\$73.98
WTRSNKPDA	Pedestal sink - Detach - after hours	\$110.94
WTRSNKUD	Sink - undermount - Detach	\$64.48
WTRSNKUDA	Sink - undermount - Detach - after hours	\$96.73
WTRSSWR	Temporary safety shower	\$90.61
WTRSWRCC	Add on to tear out tile concrete shower curb - per LF	\$10.09
WTRSWRCF	Add on to tear out tile framed shower curb - per LF	\$15.13
WTRSWRPM	Add on to tear out shower drain-for use w/ wtrprf membrane	\$24.22
WTRTACK	Tear out tackless strip and bag for disposal	\$1.29
WTRTACKA	Tear out tackless strip and bag for disposal - after hours	\$1.89

WTRTACKG	Tackless strip guard	\$0.61
WTRTACKGA	Tackless strip guard - after hours	\$0.85
WTRTACKS	Tear out tackless strip and bag for disposal - Category 3	\$1.59
WTRTACKSA	Tear out tackless strip and bag for disp - Cat 3 - aft hrs	\$2.35
WTRTACKSN	Tear out tackless strip, no bagging - Category 3	\$1.34
WTRTACKSNA	Tear out tackless strip, no bagging - Cat 3 - after hrs	\$2.02
WTRTEST	Contamination - air or surface testing & lab analysis	\$147.02
WTRTEST+	Contamination - pre & post test - full service (Bid Item)	\$0.00
WTRTESTATP	Contamination - on-site ATP testing	\$31.42
WTRTHERM	Thermal imaging - (Bid Item)	\$0.00
WTRTIL	Tear out non-salv. tile & bag for disposal	\$3.88
WTRTILA	Tear out non-salv. tile & bag for disposal - after hours	\$5.73
WTRTILN	Tear out non-salvageable tile, no bagging	\$3.22
WTRTILNA	Tear out non-salv. tile, no bagging - after hours	\$4.83
WTRTILS	Tear out non-salv. tile & bag - Category 3 water	\$5.73
WTRTILSA	Tear out non-salv. tile & bag - Cat 3 water - after hours	\$8.47
WTRTILSN	Tear out non-salv. tile, no bagging - Category 3 water	\$4.83
WTRTILSNA	Tear out non-salv. tile, no bagging - Cat 3 - after hours	\$7.25
WTRTLTD	Toilet - Detach	\$65.66
WTRTLTDA	Toilet - Detach - after hours	\$97.96
WTRTRAN	Transport carpet for drying	\$0.52
WTRTRI	Tear out trim	\$0.68
WTRTRIA	Tear out trim - after hours	\$1.01
WTRTRID	Trim - Detach	\$1.15
WTRTRIDA	Trim - Detach - after hours	\$1.74
WTRTRIM	Tear out trim and bag for disposal - up to Cat 3	\$1.20
WTRTRIMA	Tear out trim and bag for disposal - up to Cat 3 - aft hrs	\$1.70
WTRTRIMT	Add-on for tearing out trim/base from tile/grout	\$0.88
WTRTRIMTA	Add-on for tear out trim/base from tile/grout - after hrs	\$1.31
WTRTUBD	Bathtub - Detach	\$149.02
WTRTUBDA	Bathtub - Detach - after hours	\$223.53
WTRULAY	Tear out non-salv underlayment & bag for disposal	\$2.10
WTRULAYA	Tear out non-salv underlayment & bag - after hours	\$3.10
WTRULAYN	Tear out non-salv underlayment, no bagging	\$1.83
WTRULAYNA	Tear out non-salv underlayment, no bagging - after hours	\$2.76
WTRULAYS	Tear out non-salv underlayment & bag - Category 3 water	\$3.10
WTRULAYSA	Tear out non-salv underlayment & bag - Cat 3 wtr - aft.hrs	\$4.62
WTRULAYSN	Tear out non-salv underlayment, no bagging - Category 3	\$2.76
WTRULAYSNA	Tear out non-salv underlayment, no bagging - Cat 3 - a/hrs	\$4.13
WTRWALL	Wall cavity drying-Inj. type (per 24 hr period) No monit.	\$141.00
WTRWALLD	Wall cavity drying-Dctd type (per 24 hr period) No monit.	\$67.79
WTRWALLF	Fill holes created by wall cavity drying	\$1.81
WTRWALLH	Drill holes for wall cavity drying	\$0.73
WTRWALLHA	Drill holes for wall cavity drying - after hrs	\$1.03

WTRWETNR	Water extraction without third party review	\$0.00
WTRWETR	Water extraction with third party review	\$0.00
WTRWFD	Wood flr drying - subfloor air flow (per 24 hr) No monit.	\$96.00
WTRWFDAD	Wood floor drying add-on kit (per 24 hr period) No monit.	\$50.50
WTRWFI	Wood floor drying extraction mat (per 24 hr prd) No monit.	\$181.75
WTRWHD	Water heater - Detach	\$112.00
WTRWHDA	Water heater - Detach - after hours	\$168.09
WTRWSHD	Washer/Washing machine - Detach	\$36.58
WTRWSHDA	Washer/Washing machine - Detach - after hours	\$54.89



Indian River
State College

STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000

WHEREAS, Indian River State College in the County's of Saint Lucie, Martin, Okeechobee and 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, the "Contractor" listed below is qualified to provide the services required by the College; and

WHEREAS, the College maintains certain confidential information including without limitation trade secrets, student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, and other information relating to any of the College's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("Confidential Information").

Contractor Name:

Contractor Address:

City: State: Zip Code:

Contact Name: Phone Number:

E-mail Address:

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

1. **Scope of Services.** The Contractor can perform the as needed Services as detailed below:

Athletic flooring, installation, and repair services.

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. Include the individual names of all service providers that will perform any of the services under this agreement (add additional pages as needed):

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** 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.

Service Rates: The following section must be completed or a detailed rate sheet may be provided instead.

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$90.00
Service Hourly Rate - After Regular Business Hours	\$150.00
Service Hourly Rate - Paid Holidays	\$150.00
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	**\$300.00
4-Hour Response Time Charge	**\$275.00
24-Hour Response Time Charge	**\$250.00
Service Call Minimum	\$900.00
Equipment Off Site Repair Rate	\$300.00
Percentage Markup On Parts	30%
OTHER RATES: (Attach specialized rate sheet if applicable)	

**Contingent upon crew availability

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

5. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the Colleges:
- Dates of which services were rendered
 - Detailed description of the services or activities performed, O&M manuals and all relevant warranty documentation. If the project includes drawings for construction and/or specifications, provide red line/as-built documentation.
 - All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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:
- Require the Contractor to work exclusively for the College; and
 - 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
 - Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - Provide more than minimal training for the Contractor; and
 - Provide tools or benefits to the Contractor; and
 - 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
 - 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
 - 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 the 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.
- Any requirement that the College hold harmless another person or entity;
 - Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
 - Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
 - 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
 - Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. 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, defend 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 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 will defend the College from any claim and will 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.** 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.
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.
 - c. 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.

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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 26 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 Paragraph 26 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. **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:
- Keep and maintain public records required by the College to perform the service.
 - 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.
 - 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.
 - 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) 462-7051, publicrecordsrequest@irsc.edu, GENERAL COUNSEL'S OFFICE 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981

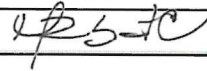
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex,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

STANDING ORDER CONTRACT FOR SERVICES OF LESS THAN \$15,000

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

CONTRACTOR:

IMPACT SPORT SURFACES, INC.



Signature

Marisa Rumbaut, CFO

Name and Title

4310 NW 120th Avenue,

Address

Coral Springs, FL 33065

City, State and Zip Code

45-3338399

Tax ID and UEI Number

06/11/2026

Date

I hereby certify that the individuals requested in this Agreement are not IRSC 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 COUNTY'S OF SAINT LUCIE, MARTIN,
OKEECHOBEE & INDIAN RIVER STATE OF
FLORIDA

RECOMMENDED BY:



Site Administrator's Signature

Tony DeLeon, AVP

Name and Title

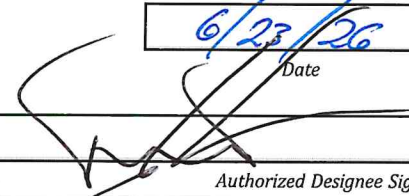
Facilities

Campus or Department

6/23/26

Date

APPROVED BY:



Authorized Designee Signature

Dr. Timothy Moore - President

Name and Title

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 Education 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 APPROVAL.