



Indian River State College

DISTRICT BOARD OF TRUSTEES MEETING

Indian River State College – Massey Campus

Ben L. Bryan Administration Building, A301

3209 Virginia Avenue, Fort Pierce, FL 34981

August 25, 2026 – 1:30 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Reorganization of the Board – *Dr. Tim Moore*
 - a. Elect Chairperson
 - b. Elect Vice Chairperson
 - c. Approve the 2026/27 Board Meeting & Board Retreat Schedules
 - d. Recognition of Chair Luna
3. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
4. Recognition: *Dr. Tim Moore*
 - a. Retirement Recognition for Judy A. Smith – *21 years of service – recognized by Debra Castonguay*
 - b. Recognition of Indian River State College Health Occupation Students of America (HOSA) International Conference Winners who attended the International Conference in Indianapolis, June 16-21, 2026 – *Emlyn Anderson*
 - c. Recognition for Emlyn Anderson, Indian River State College HOSA Advisor who received the Award of Merit – Outstanding HOSA Advisor award at the HOSA International Conference and was also recognized as the College Club Advisor of the Year – *Dr. Patricia Gagliano*

- d. Team Members of the Month:
 - July 2026 – Kim Runge – *recognized by Dr. Stephanie Etter*
 - August 2026 – Anthony Thompson – *recognized by Pierre Pacheco*
- 5. Request approval of June 23, 2026 Board of Trustees Meeting Minutes – *Chair Thornton*
- 6. Open to Public Comment – *Chair Thornton*
- 7. President’s Report – *Dr. Tim Moore*
 - a. President’s Update
 - b. Calendar of Events for September 2026
- 8. Strategic Initiatives – *Dr. Michael Hageloh*
 - a. Strategic Initiatives Update – *Dr. Michael Hageloh*
 - b. Student Housing Project Proposal Update (*information only*) – *Dr. Hageloh & Attorney, Megan Schroder*
 - c. Request approval of a Resolution Authorizing the Negotiation of Terms and Presentation of a Proposed Transaction for the Potential Disposition of Certain Real Property Owned by Indian River State College - *Dr. Michael Hageloh & Attorney, Megan Schroder*
- 9. Biology, Pre-Engineering, and Advanced Manufacturing students’ collaboration to address citrus greening presentation – *Dr. Anthony Dribben, Dr. Natalia Chekhovskaya & Dr. Tom D’Elia*
- 10. SpaceX Visit – *Jim Howse & Troy Shearer*
- 11. Personnel & Compensation Committee Meeting Report – *Trustee Schirard*
- 12. Finance Committee Meeting Report – *Trustee George*
- 13. Academic Affairs & Charter Schools Governance Committee Meeting Report – *Trustee Conrado*
- 14. Facilities Committee Meeting Report – *Trustee Schirard*
- 15. Governance & Legislative Affairs Committee Meeting Report – *Trustee Kindell*

16. Consent Items: *Chair Thornton*

- a. Articulation Agreement between Florida International University and Indian River State College
- b. Clinical Affiliation Agreement:
 - 1. Light of the World Charities, d/b/a Little Lights Dentistry
- c. Independent Contractor Agreements:
 - 1. Addendum #01 to the Independent Contractor Agreement with Level Interactive, Inc.
 - 2. Metz Culinary Management, LLC
- d. Indian River State College Educational Internship Agreement with We Do AI
- e. Memorandum of Agreements with Indian River State College, Criminal Justice Institute:
 - 1. Fusion Geospatial, LLC
 - 2. International Holdings LLC DBA Emergency Response Diving International
 - 3. Suzanne Woodward
- f. Memorandum of Understanding between The Board of Trustees of Indian River State College and St. Edwards School for STEM Fair Mentorship Program
- g. Skillsoft LLC Order Form for 2026-27 Contract for Percipio Learning
- h. Full-Time Appointments:
 - 1. Angelina Alberto (Program Specialist, Nursing)
 - 2. Cheryl Askey (Social Worker/Mental Health Counselor, Clark Advanced Learning Center)
 - 3. Mayra Yesica Ayala (Assistant Registrar, Student Records)
 - 4. Assunta Bailey (Clerk, Small Business Development Center)
 - 5. TaTanisha Baker (Associate Vice President of Technology, Strategic Initiatives)
 - 6. Rachel Ariel Barnum (Admissions Counselor, Pruitt Campus)
 - 7. Chere Burres (Financial Aid Advisor, Pruitt Campus)
 - 8. Brian Butts (Assistant Professor I, Physical Sciences)
 - 9. Mireya Catalan (Admissions Counselor, Okeechobee County)
 - 10. Jennifer Chripczuk (Human Resources Benefits Partner, People and Culture)
 - 11. Joel Cook (Artificial Intelligence (AI) Technology Architect, Artificial Intelligence)
 - 12. Ashley Corsello (Library Public Services Coordinator, Learning Resources)

13. Timothy Dilger (Application Analyst - Student Information Systems, Advising and Career Services)
14. Kenneth Flanagan (Maintenance Technician Lead, Physical Plant - Chastain Campus)
15. Chathura Bambaranda Gamage (Assistant Professor I, Mathematics)
16. Ronald Graham (Assistant Director - Military and Veterans Services, Advising and Career Services)
17. Rebecca Hewitt (Head Softball Coach, Athletics)
18. Luann Hoyseth (Executive Director/Principal - Indiantown High School, Charter Schools)
19. Payton Hulsey (Assistant Men's Basketball Coach, Men's Basketball Athletics)
20. Anastazia Huryan (Teacher, Indiantown High School)
21. James Jeffers (Director of Faculty Professional Learning, Continuing and Adult Education)
22. Aleita Kinman (Assistant Professor I, Public Service Education)
23. Cortni Lawson (Assistant Professor I, School of Nursing)
24. Miranda Lee (Administrative Assistant II, Recruitment and Admissions)
25. Mercedes Loza (Custodian, Indiantown High School)
26. Jennifer Elizabeth Luna (Administrative Assistant II, Public Service Education)
27. Chelsea Martin (Student Conduct Case Manager, Student Conduct)
28. Jai Matthews (Teacher, Indiantown High School)
29. Corey Merritt (Groundskeeper, Grounds)
30. Max Parks (Assistant Professor I, Humanities)
31. Justin Ramirez (Groundskeeper, Grounds)
32. Lindsay Raya (Clerical Assistant, Criminal Justice Institute)
33. Britney Rhoads (Groundskeeper, Grounds)
34. Brooke Romance (Administrative Assistant II, Facilities)
35. Monica Rosenthal (Tutoring Center Specialist, Tutoring Centers)
36. Rachel Rouse (Assistant Professor I, School of Nursing)
37. Eric Schlossberg (Instructor, Hospitality and Culinary Management)
38. Melody Schmitt-Foreman (Tutoring Center Coordinator, Tutoring Centers)
39. Shawn Sickler (Maintenance, Physical Plant/Maintenance)
40. Geraldo Silva-Creighton (Assistant Professor I, School of Nursing)

41. Yvonne Soto (Adult Education Instructional Coordinator, Adult Secondary Education)
 42. Edzel St. Louis (Teacher, Indiantown High School)
 43. Eva Thall (Student Wellness Case Manager, Student Wellness)
 44. Bradey Wright (Assistant Professor I, Public Service Education)
- i. Retirements:
1. Kevin Cooper (Executive Director of Innovation and Business Development, Research and Institutional Effectiveness)
 2. Anna Hubbard (Associate Dean of Health Sciences, Health and Human Sciences)
 3. Elizabeth Raulerson (Associate Professor, Public Service Education)
 4. Glenn Sellan (Academy Coordinator I, Criminal Justice Institute)
 5. Jose Veliz (Technology Support Specialist, Computing Support Services)
 6. Michael Vogt (Assistant Professor II, Health Sciences)
 7. Elizabeth Zeiss (Associate Professor, Mathematics)
- j. Separation of Services:
1. Jessica Bejarano (Learning Management System (LMS) Coordinator, IRSC Online)
 2. Catiana Bois (Perkins Project Specialist, Business)
 3. Louis Caprino (Executive Dean of Public Services, Academic Affairs)
 4. Adam James Cox (Career Pathways Facilitator, Adult Secondary Education)
 5. Wendy DiTroia (Clerk, Public Service Education)
 6. Kari Eden (Administrative Assistant III, Academic Affairs)
 7. Lisa Lynn Embrey (Teacher, Indiantown High School)
 8. Jeraldine Foster Ewing (Interim Program Director - Educational Opportunity Center, Student Life)
 9. Aperl Glover (Custodian, Custodial)
 10. Aaron Goodale (Assistant Professor I, Public Service Education)
 11. Jena Green (Assistant Professor I, Health Science)
 12. Ida Johnson (Program Specialist, Educational Opportunity Center)
 13. Maygan Capri Johnson (Senior Director of Development, Advancement)
 14. Katlyn Klein (Academic Advisor, Pruitt)
 15. Asiya Krayee (Interim Records Specialist, Student Records)
 16. Tessa Lindberg (Assistant Softball Coach, Softball Athletics)

17. Winter Matos (Accounts Receivable Supervisor, Student Financials)
18. Tawanda Nyahasha (Assistant Professor I, English and Communications)
19. Tracie Pacheco (Assistant Professor I, Health Sciences)
20. Suzanne Prior (Career Coordinator, Clark Advanced Learning Center)
21. Jaime Raya (Clerical Assistant, Criminal Justice Institute)
22. Kerly Smith (Program Specialist, Educational Opportunity Center)
23. Davion Taylor (Receiving Clerk, Procurement)
24. Tina Thomas (Assistant Professor I, Physical Sciences)
25. Jennifer Tirado (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
26. Kathleen Walter (Public Relations Manager - Public Information Officer, Brand Experience)
27. Christina Westbrook (Academic Coordinator, Educational Talent Search)
- k. Regular Part-Time Appointments:
 1. Aaron Archer (Clerk, Mailroom)
 2. Monica Brooks (Admissions Specialist, Recruitment and Admissions)
 3. Gregory Gallagher (Public Safety Officer, Campus Safety)
 4. Olivia Howse (Chair Assistant, Physical Sciences)
 5. David Reichelt (Administrative and Technology Support, Campus Safety)
 6. Benjamin Tinajero (Chair Assistant, Graphic Design Technology)
- l. Part-Time Temporary Non-Instructional Appointments:
 1. Aryanna Alberts (Child Development Center Teacher Assistant, Child Development Center)
 2. Mary Donnelly-Keever (Administrative Assistant I, Advancement)
 3. Virginia Finica (Chair Assistant, Public Service Education)
 4. Adrian Gonzalez (Lifeguard/Instructor, Aquatics)
 5. Umbreen Janjua (Substitute Teacher, Clark Advanced Learning Center)
 6. Emma Kelly (Substitute Teacher, Clark Advanced Learning Center)
 7. Aniko Laduczki-Arms (Program Assistant, Biological Sciences)
 8. Charles Lindsay (Testing Assistant, Assessment Services)
 9. Caden Martinez (Lifeguard/Instructor, Aquatics)
 10. Elizabeth Outten (Tutor, Upward Bound - St. Lucie County)

11. Chase Richards (Lifeguard/Instructor, Aquatics)
12. Angelina Rubio (Testing Assistant, Assessment Services)
13. Pedro Sanchez (Program Specialist, Biological Sciences)
14. Susan Snyder (Testing Assistant, Assessment Services)
15. Alec Sonne (Lifeguard/Instructor, Aquatics)
16. Natasha Stephenson (CDL Training Facilitator, School of Continuing Education)
17. Isaiah Tuttle (Lifeguard/Instructor, Aquatics)
- m. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
 1. Khaleda Begum (Practical Nursing)
 2. Lamia Benyammine (Mathematics)
 3. Donna Bialon (English as a Second Language)
 4. Nathaniel Burley (Fire Science)
 5. KeAndrea Davis (Paralegal Studies)
 6. Jennifer Diaz (Criminal Justice)
 7. Enida Dode (Physical Sciences)
 8. Eve Ennis (English and Communications)
 9. Stacy Ferrari (Practical Nursing)
 10. Morgan Green (Criminal Justice)
 11. Christopher Kneidel (Criminal Justice)
 12. Shirley Maycock (English as a Second Language)
 13. Dadre McCreary (Criminal Justice)
 14. Jodi Richards (Mathematics)
 15. David Teitelbaum (Criminal Justice)
 16. Russell Voisin (Applied Technology)

17. Adjourn – *Chair Thornton*

Indian River State College, Mission Statement

Indian River State College is a comprehensive college accredited to award Associate Degrees, Baccalaureate Degrees, and Career and Technical Certificates. As a leader in education and innovation, IRSC transforms lives by offering high-quality, affordable, and accessible education through traditional and remote delivery.

IRSC is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing diversity
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning



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: Island Landscaping, Inc

Contractor Address: 80 Royal Palm Pt. #201

City: Vero Beach State: FL Zip Code: 32960

Contact Name: LARRY HOLLENBACH Phone Number: 772-567-0244, 772-473-0518

E-mail Address: islandlandscaping@msn.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:

Landscaping supplies 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):

PROVIDED ALL LABOR & EQUIPMENT FOR
ALL SERVICES WILL BE BY ISLAND LANDSCAPING, INC. TO INCLUDE
DELIVERY OF MATERIAL, PREPARATION & PLANTING OF MATERIAL

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	@ 64.50 PER MAN
Service Hourly Rate - After Regular Business Hours	N/A
Service Hourly Rate - Paid Holidays	N/A
Mileage - Per Mile if Applicable	1.30 PER MILE (50 miles)
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)	
NOTE Minimum (3) MAN CREW	

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:

ISLAND LANDSCAPING, INC.



Signature

Larry Hollenbeck, President

Name and Title

80 Royal Palm Pk 201

Address

Vero Beach, FL 32908

City, State and Zip Code

591287440

Tax ID and UEI Number

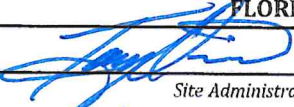
8/3/2026

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 MVP of Facilities

Name and Title

Facilities

Campus or Department

8/3/2026

Date

APPROVED BY:



Authorized Designee Signature

Timothy E. Moore, 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:

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:

HVAC systems, testing, adjusting, and balancing 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
Service Hourly Rate - After Regular Business Hours	\$195
Service Hourly Rate - Paid Holidays	\$260
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	\$1200
Equipment Off Site Repair Rate	N/A
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:
- 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:

JM Test & Balance, Inc.

John Bryan

Signature

John Bryan, President,/Owner

Name and Title

mailing adress: PO BOX 210672

Address

Royal Palm Beach FL , 33421

City, State and Zip Code

EIN: 85-2979284 EIN N/A

Tax ID and UEI Number

6/11/2026

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:

[Signature]

Site Administrator's Signature

Tony Quinn, AVP

Name and Title

Facilities

Campus or Department

6/27/26

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.



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:

Heating, air conditioning, and HVAC 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 *Mon–Fri, 7:00am–3:30pm	\$135hr -1hr min
Service Hourly Rate - After Regular Business Hours	\$202.50 hr
Service Hourly Rate - Paid Holidays and Sundays (4 hour min., port to port)	\$270
Mileage - Per Mile if Applicable	NA
2-Hour Response Time Charge	NA
4-Hour Response Time Charge	NA
24-Hour Response Time Charge	NA
Service Call Minimum	SEE ABOVE NOTES
Equipment Off Site Repair Rate	\$135 hr
Percentage Markup On Parts	Parts billed at contractor cost plus 40% markup; consumables billed at standard retail
OTHER RATES: (Attach specialized rate sheet if applicable)	
Saturdays 2hr min	\$202.50hr

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:

Kuchar Mechanical

Ted Kuchar

Signature

Ted Kuchar, President

Name and Title

3113 Sunrise Blvd.

Address

Fort Pierce, FL 34982

City, State and Zip Code

46-3495236 and 7EEYO

Tax ID and UEI Number

07/01/2026

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.



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:

Plumbing repairs and installation 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	\$ 130.00
Service Hourly Rate - After Regular Business Hours	\$ 195.00
Service Hourly Rate - Paid Holidays	\$ 260.00
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	n/a
Equipment Off Site Repair Rate	n/a
Percentage Markup On Parts	10%
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:

Meeks Plumbing, Inc.

Toni Meeks

Signature

Toni Meeks, Admin

Name and Title

5555 US Highway 1, Ste 1

Address

Vero Beach, FL 32967

City, State and Zip Code

65-0021660 / FG52266455R9

Tax ID and UEL 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:

[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.

MEEKS

PLUMBING, INC.

5555 US Highway 1 Vero Beach, FL 32967 772-569-2285

Re: 7/1/26-7/31/27 Service Pricing for Indian River State College.

Please see attached listing of our base service price list for standard Plumbing & Utility Repairs.

Labor rate per technician 7:30am – 4:30pm	\$130.00 per hour regular rate
Labor rate per technician Lift Station/Backflow Tech	\$160.00 per hour regular rate
Labor rate per technician 4:30pm – 7:30am	\$195.00 per hour after hours
rate Labor rate per technician Lift Station/Backflow Tech	\$240.00 per hour after hours
rate Labor rate per technician Holidays	\$260.00 per hour holiday rate

Sewer drain lines:

Regular rate sewer rod out \$325.00 for the first hour and \$130.00 for each additional hour

After hour sewer rod out \$450.00 for the first hour and \$187.50 for each additional hour

Sewer line inspection:

Regular rate sewer camera \$240.00 for the first hour and \$130.00 for each additional hour

After hour sewer camera \$450.00 for the first hour and \$195.00 for each additional hour

Leak detection:

Regular rate to locate and expose leak \$450.00 1st hour and \$130.00 each additional hour

Regular rate for first hour to repair leak \$250.00 1st hour and \$130.00 each additional hour

After hour rate to locate and expose leak \$675.00 1st hour and \$187.50 each additional hour

After hour rate for first hour to repair leak \$337.50 1st hour and \$142.50 each additional hour

Hydro Jet:

Regular rate 2 hour minimum \$640.00 and \$240.00 each additional hour

After hour 2 hour minimum \$840.00 and \$337.50 each additional hour

Double time/ Holiday 2 hour minimum \$2,560.00 and \$500.00 each additional hour

Vac Truck:

Regular rate \$265.00 per hour 4 hr minimum

After hour rate \$397.50 per hour 4 hr minimum

Lift Station Standard Maintenance Per Station

\$160.00 not including parts or additional labor

Storm Drainage Repairs

\$265.00 per hour 4 hr minimum

Grappel Truck:

Regular rate \$300.00 per hour 4 hr minimum

After hour rate \$500.00 per hour 4 hr minimum

Generator:

\$150 per hour 4 hr minimum

Thank you,

Kyle Meeks

Meeks Plumbing Inc. kmeeks@meeksplumbing.com



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:

HVAC and mechanical 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):

Subject To Change*** Only Active Employee Field Technicians from Mid-State Mechanical:
Ray Melaney, Peter Hartman, Bonny Ha, Darrien Smith, Chris Loschavio, Steve Cahoon, Paul Smith, Joey Muth, Jake Davidson, Jared Tarenquino, Pat Parkinson, Brian Smith, Tony Davidson, Matt Kowalewski

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	\$187.50
Service Hourly Rate - Paid Holidays	\$250.00
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	\$187.50 or 90 Minutes
Equipment Off Site Repair Rate	\$125.00
Percentage Markup On Parts	50%
OTHER RATES: (Attach specialized rate sheet if applicable)	
Standard billing is in 30 minute increments**	

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

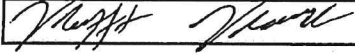
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, 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:

Mid-State Mechanical Contractors of Vero Beach LLC.



Signature

Matt Kowalewski

Name and Title

3990 US-1

Address

Vero Beach, Florida 32960

City, State and Zip Code

59-1837478

Tax ID and UEI Number

6/11/2026

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 Quinn, AUP

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.



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:	Ocean Breeze Irrigation		
Contractor Address:	2610 Rhode Island Ave		
City:	Fort Pierce	State:	FL
		Zip Code:	34957
Contact Name:	Leonardo Diaz	Phone Number:	772-307-0350
E-mail Address:	oceanbreezeirrigation1@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:

As needed irrigation 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	85.00
Service Hourly Rate - After Regular Business Hours	98.00
Service Hourly Rate - Paid Holidays	98.00
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	250
4-Hour Response Time Charge	175
24-Hour Response Time Charge	100
Service Call Minimum	85.00
Equipment Off Site Repair Rate	N/A
Percentage Markup On Parts	49%
OTHER RATES: (Attach specialized rate sheet if applicable)	
Repair or fix rotor	35
Repair or fix spray head	25

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:

Leonardo Diaz

Leonardo Diaz

Signature

Leonardo/ ocean Breeze Irrigation Inc

Name and Title

2610 Rhode Island Ave

Address

Fort pierce ,Florida ,34947

City, State and Zip Code

93-2814156

Tax ID and UEI Number

7/28/26

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

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:

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:

Flooring repairs and installation 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	\$ 55
Service Hourly Rate - After Regular Business Hours	\$ 75
Service Hourly Rate - Paid Holidays	\$ 110
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	\$ 250
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	
Equipment Off Site Repair Rate	N/A
Percentage Markup On Parts	N/A
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.

LO

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).

Kd

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:

D'Neill Brothers Flooring Inc

Lisa O'Neill

Signature

Lisa O'Neill, President

Name and Title

300 Sunshine Road, Suite A

Address

Royal Palm Bch, FL 33411

City, State and Zip Code

65-1111194

Tax ID and UEI Number

6/8/26

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

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:

Tony Quinn

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:

Sidewalk, pavers, and road 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	
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)	
* PRICE PER SF OVER 400 SF PAVERS	\$8.25
* PRICE PER SF UNDER 400 SF PAVERS	\$9.50
* Daily paver repair rate	\$1,950
* material delivery	\$750

P.S: JOBS OVER \$10,000 → Require DEPOSIT!

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:

paver overlays


Signature

Bernabe Simon, owner
Name and Title

1185 Old Dixie Hwy A4
Address

Vero Beach, FL 32960
City, State and Zip Code

82-3399262
Tax ID and UEI Number

8/7/26
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:

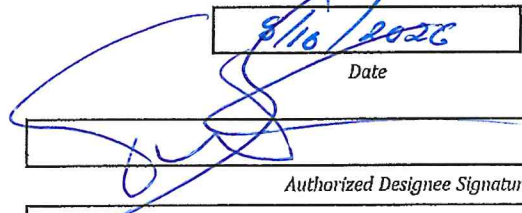

Site Administrator's Signature

Tony Rubin, RVP
Name and Title

Facilities
Campus or Department

8/16/2026
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").

ContractorName:

ContractorAddress:

City: State: Zip Code:

ContactName: Phone Number:

E-mailAddress:

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:

Painting and wall 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	
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:

POD, LLC dba Painters on Demand

Signature

Claudia Silva, Director of Administration

Name and Title

1201 Roebuck Ct

Address

West Palm Beach, FL 33401

City, State and Zip Code

87-2068338

Tax ID and UEI Number

07/06/2026

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

Antonio 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.

Labor Rates

TRADE: _____

COST ITEM	"A"	"B"	"C"
	STRAIGHT TIME	OVER TIME	DOUBLE TIME
Base Rate	<u>\$ 27.00</u>	<u>\$ 40.50</u>	<u>\$ 54.00</u>
Taxes:			
-FICA	<u>1.67</u>	<u>2.51</u>	<u>3.35</u>
-Medicare	<u>0.39</u>	<u>0.59</u>	<u>0.78</u>
-FUTA	<u>0.32</u>	<u>0.49</u>	<u>0.65</u>
0.0000% -SUTA	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Insurance			
0.0000% -Worker's Comp.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
-Disability Insurance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Benefits: (List)			
Social Security 6.3805%	<u>1.72</u>	<u>2.58</u>	<u>3.45</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-Total:	<u>\$ 31.11</u>	<u>\$ 46.66</u>	<u>\$ 62.23</u>
Overhead & Profit 0.00%	<u>* 0.00</u>	<u>* 0.00</u>	<u>* 0.00</u>
Total:	<u>\$ 31.11</u>	<u>\$ 46.66</u>	<u>\$ 62.23</u>

* This number must be the same in all (3) categories, "A", "B" and "C".
Additional profit is not allowed for premium and double time.



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: Precision Automation Inc

Contractor Address: 637 Rasley Rd

City: New Smyrna Beach State: FL Zip Code: 32168

Contact Name: Travis Paul Phone Number: 352-348-7933

E-mail Address: travis@precisionautomationinc.net

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:

Building automation controls

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	\$135.00
Service Hourly Rate - After Regular Business Hours	\$195.00
Service Hourly Rate - Paid Holidays	\$195.00
Mileage - Per Mile if Applicable	
2-Hour Response Time Charge	
4-Hour Response Time Charge	
24-Hour Response Time Charge	
Service Call Minimum	2 hour 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:
- 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:

Precision Automation Inc


Signature

Megan Sherman - Secretary- Officer

Name and Title

637 Rasley Road

Address

New Smyrna Beach, FL 32168

City, State and Zip Code

20-5434818

Tax ID and UEI Number

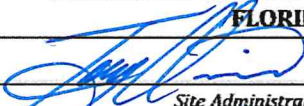
6/12/2026

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, AUP
Name and Title

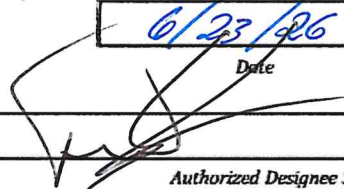
Facilities

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.



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:

Fire safety inspections, repairs, and services.
ANNUAL FIRE EXTINGUISHERS INSPECTION.
SEMI-ANNUAL SERVICE OF KITCHEN SYSTEMS

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):

DANIEL HOULE, BRIAN YOBLOWSKI, DILLON LINCOLN, DAWN BRADLEY, MATTHEW CAMP, JOHN ALASH, KYAL BREMER, CJ REED-BOWERS

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	\$ 148.00
Service Hourly Rate - After Regular Business Hours	\$ 185.00
Service Hourly Rate - Paid Holidays	\$ 296.00
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	85.00
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

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

CONTRACTOR:

RYE BARKER FIRE & SAFETY



Signature

MICHAEL HUTCHINSON OPERATION MANAGER

Name and Title

434 N. 7th ST.

Address

FL PIERCE FL 34950

City, State and Zip Code

20-0378887

Tax ID and UEI Number

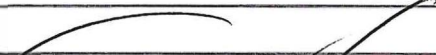


Date

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**

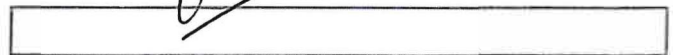
APPROVED BY:



Site Administrator's Signature

Dr. Timothy Moore - President

Name and Title

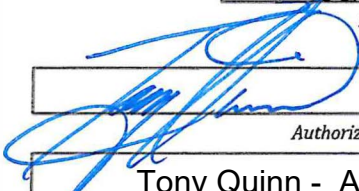


Campus or Department

06/15/2026

Date

RECOMMENDED BY:



Authorized Designee Signature

Tony Quinn - AVP of Facilities

Name and Title

6/15/26

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.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Pye-Barker Fire & Safety LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. PO Box 735358	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75373	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0	-	0	3	7	8	8	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Sierra Haas</i>
------------------	--

Date **1/6/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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**").

ContractorName:

ContractorAddress:

City: State: Zip Code:

ContactName: Phone Number:

E-mailAddress:

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:

Commissioning, Recommissioning, Retro-Commissioning, Energy Audits, Energy related consulting, Test and Balance activities, Equipment Condition Surveys, Smoke Control Special Inspector Activities, Fume Hood Testing.

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	\$155
Service Hourly Rate - After Regular Business Hours	NA
Service Hourly Rate - Paid Holidays	NA
Mileage - Per Mile if Applicable	\$0.725/mile
2-Hour Response Time Charge	NA
4-Hour Response Time Charge	NA
24-Hour Response Time Charge	NA
Service Call Minimum	1 HR
Equipment Off Site Repair Rate	NA
Percentage Markup On Parts	NA
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:

Signature

Name and Title

Address

City, State and Zip Code

Tax ID and UEI Number

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.



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 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	\$ 100.00
Service Hourly Rate - After Regular Business Hours	\$ 150.00
Service Hourly Rate - Paid Holidays	\$ 150.00
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	\$ 100.00
Equipment Off Site Repair Rate	\$ 100.00
Percentage Markup On Parts	28%
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

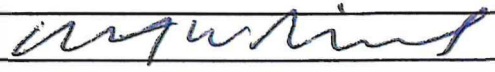
It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, 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:

Richmond Electric



Signature

Christopher W. Richmond / Vice President

Name and Title

3086 Enterprise Road

Address

Fort Pierce, FL. 34982

City, State and Zip Code

65-0182447

ZY26CSJK5954

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:

Dr. Timothy Moore - President

Site Administrator's Signature

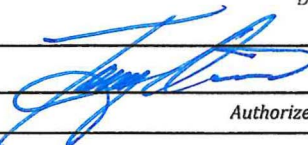
Name and Title

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.



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:

Tree trimming and removal services.
Tree trimming Tree removal stump grinding and palm trimming

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)	
Palm Tree Trimming Sable Palm, Chines Palm Queen Palms Foxtail palm and Royal palm	\$24.50 per palm
Washington palm tree	\$55 per palm
Large Oak Trees removal	\$3500-\$5000 includes stumpgrind
Medium Oak Tree removal	\$1000-\$3000 incl stumpgrinding
Small Oak Tree removal	\$100-\$900 including stump grind
Palm removal	\$80-\$500 dep Hight
Lifting and thinning Large oak 1	\$550
Lifting and thinning medium oak trees	\$270-\$300
Lifting and thinning small trees	\$75-\$100

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:

S A F Tree Service LLC



Signature

Silvestre Aguilar President

Name and Title

6420 NW Castle Brook Ave

Address

Port Saint Lucie FL 34983

City, State and Zip Code

86-2953240

Tax ID and UEI Number

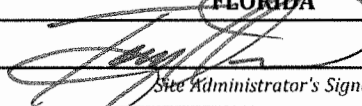
July 1 2026

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 of Facilities

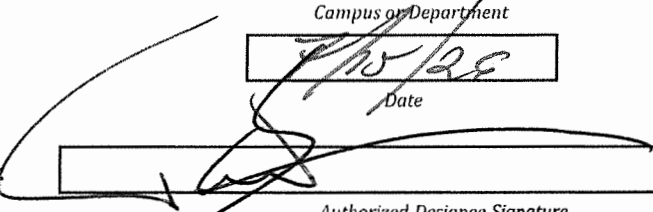
Name and Title

Campus or Department



Date

APPROVED BY:


Authorized Designee Signature

Dr. Timothy Moore- President

Name and Title

07/15/2026

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:

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:

Installation of signage.
Sales of signage

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	\$225
Service Hourly Rate - After Regular Business Hours 5am - 7:30am / 5pm - 9:45pm	\$337.50
Service Hourly Rate - Paid Holidays	\$350
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	\$400
Equipment Off Site Repair Rate	\$150/ hr
Percentage Markup On Parts	Varying depending on cost & if service warranty is included
OTHER RATES: (Attach specialized rate sheet if applicable)	
Overnight: 10pm - 5am - Service Hourly Rate	\$495
Travel - Hourly including fuel. [After hours: x1.5 / overnight: x2]	\$160

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:

Sign On, LLC

Gabe Jacobs

Signature

Gabriel Jacobs, MMBR of Sign On, LLC

Name and Title

1030 SE 12th Ct

Address

Cape Coral FL 33990

City, State and Zip Code

47-2617197

Tax ID and UEI Number

7/17/26

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

Tony Lucken - MVP of Facilities
Name and Title

Facilities

Campus or Department

7/29/2026

Date

APPROVED BY:

[Signature]
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:

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:

AV and technology equipment and installation.	
---	--

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):

See Quote # 31591 attached

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	\$ 235 ⁰⁰ hourly - 2 people
Service Hourly Rate - After Regular Business Hours	not available
Service Hourly Rate - Paid Holidays	not available
Mileage - Per Mile if Applicable	Travel fee, flat charge 380 ⁰⁰ round trip
2-Hour Response Time Charge	not available
4-Hour Response Time Charge	not available
24-Hour Response Time Charge	not available
Service Call Minimum	235 ⁰⁰ + 380 ⁰⁰ = 615 ⁰⁰
Equipment Off Site Repair Rate	Smilups AV does not perform repairs
Percentage Markup On Parts	" " " "
OTHER RATES: (Attach specialized rate sheet if applicable)	
Notes: a) Smilups AV will be responsible for warranty repair services on items purchased from Smilups AV	
b) Round trip freight charges are at no cost to Indian River State College for warranty repairs	

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.



FL Toll Free 1-800-282-3497
PO Box 6925
Lakeland, FL. 33807-6925

Quote

Date	Quote #
6/16/2026	31591 SOC

Bill To:
Indian River State College Accounts Payable 3209 Virginia Avenue Fort Pierce, FL. 34981-5596

Ship To:

Rep	Vendor#
JNS	

Item	Description	Qty	Cost	Total
	Bryce Coleman PROCUREMENT AGENT PROCUREMENT DEPARTMENT: (772) 462-7363 bcoleman@irsc.edu "SOC" STANDING ORDER CONTRACT FOR AS NEEDED SERVICES OF LESS THAN \$15,000.00 Scope of Services: AV and technology equipment and installation on an as needed basis EFFECTIVE JULY 1 ,2026 THROUGH JUNE 30, 2027			
N.I.-Accessory purch.	A) Service Hourly Rate- regular business hours M-F 7:30AM - 4:30 PM (2 people 235.00 hourly)	1	235.00	235.00
N.I.-Accessory purch.	B) Travel fee, flat charge / Round trip	1	380.00	380.00
N.I.-Accessory purch.	C) Service call minimum A) 235.00 + B) 380.00 = C) 615.00	1	615.00	615.00
	Additional notes: a) Smiley's AV will be responsible for warranty repair services on items purchased from Smiley's AV b) Round trip freight charges are at no cost to Indian River State College for warranty repairs c) Payment terms Net 45 Days d) Insurance requirements on item#19 will be supplied to IRSC for Workman Comp, General Liability, and Auto adding IRSC as an additional insured			

Subtotal		\$1,230.00
Sales Tax (7.0%)		\$0.00
Total		\$1,230.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robert T. Newsome Insurance Agency LLC 1700 S Florida Ave Lakeland, FL 33803-2263		CONTACT NAME: Robert Thomas Newsome, Jr. PHONE (A/C, No, Ext): (863) 616-1755 FAX (A/C, No): (863) 802-0209 E-MAIL ADDRESS:		
INSURED Smiley's Audio-Visual, Inc. PO Box 6925 Lakeland, FL 33807-6925		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Bridgefield Employers Insurance Company		10701
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0830-49023	10/20/2025	10/20/2026	☒ 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

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

Item 3. A.: Workers Compensation Insurance applies to the Workers Compensation Law of the states listed here: Florida

CERTIFICATE HOLDER**CANCELLATION**Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981-5541

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

James Wood

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:

Smiley's Audio-Visual, Inc.

Cathy Smiley
Signature

Cathy Smiley, President
Name and Title

2415 Finger Lane
Address

Bartow, FL 33830
City, State and Zip Code

All correspondence to:

PO Box 6925 Lakeland, FL 33807-6925
Tax ID and UEI Number

59-2300277
Date

June 16, 2026

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

Tony Quinn, AVP
Name and Title

Facilities
Campus or Department

6/23/26
Date

APPROVED BY:

[Signature]
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:

Fencing 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 SERVICE 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	\$ 80.00
Service Hourly Rate - After Regular Business Hours	\$ 100.00
Service Hourly Rate - Paid Holidays	\$ 150.00
Mileage - Per Mile if Applicable	X
2-Hour Response Time Charge	\$ 300.00
4-Hour Response Time Charge	\$ 200.00
24-Hour Response Time Charge	\$ 100.00
Service Call Minimum	\$ 160.00
Equipment Off Site Repair Rate	X
Percentage Markup On Parts	0
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: 15 day

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

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

CONTRACTOR:

Stuart Fence

[Signature]

Signature

Michael (Danner)

Name and Title

2162 SW Imperial St

Address

Fort St Lucie FL 34987

City, State and Zip Code

Tax ID and UEI Number

431495945

Date

7/26

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

Tony Quinn-AVP of Facilities

Name and Title

Campus or Department

7/13/26

Date

APPROVED BY:

[Signature]

Authorized Designee Signature

Dr. Timothy Moore- President

Name and Title

07/13/2026

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:	Superior Floor Coatings		
Contractor Address:	6206 NW Gex Ct		
City:	Port St. Lucie	State:	FL
		Zip Code:	34986
Contact Name:	Mike Hogan	Phone Number:	772-207-9668
E-mail Address:	info@superiorfloorcoating.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:

Flooring services 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	
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)	
Bill by Square foot	
Flake	\$8/sq ft.
Quartz	\$12/sq ft.

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:

Superior Floor Coatings

Michael Hogan

Signature

Mchael Hogan Owner

Name and Title

6206 NW Gex Ct.

Address

Port St. Lucie, FL 34986

City, State and Zip Code

81/2754169

Tax ID and UEI Number

07/01/2026

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:

[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.



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 installations, 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):

SHP is not licensed to pull a permit, but we do partner with various contractors who assist us.

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)	
Please see rate sheet attached with email	

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:

Superior Hardware Products

Dane Fafard

Signature

Dane Fafard - End User Sales Consultant

Name and Title

716 Industry Rd

Address

Longwood, FL, 32750

City, State and Zip Code

27-2922603

GFLTSECVLJ9

Tax ID and UEI Number

06/12/2026

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:

[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.

Superior Hardware Products Labor/Service Rates

Standard Labor Rate for Installation : \$165 per hour

Standard Labor Rate for Service Work : \$165 per hour

Weekend Work (Scheduled ahead of time) : \$330 per hour

Mark Up on Quoted Parts : 50%

Mark Up on Service related parts : SHP Standard Price List





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: Wirenutz Inc

Contractor Address: 3504 Fontaneda Ave 420 N. 2nd St

City: Fort Pierce State: FL Zip Code: 34947 34950

Contact Name: Eric Letourneau Phone Number: 772-466-0500

E-mail Address: Wirenutzinc@aol.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:

Electrical and data installation 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	\$ 125.00
Service Hourly Rate - After Regular Business Hours	\$ 187.50
Service Hourly Rate - Paid Holidays	\$ 187.50
Mileage - Per Mile if Applicable	.725 per mile
2-Hour Response Time Charge	\$ 125.00
4-Hour Response Time Charge	\$ 125.00
24-Hour Response Time Charge	\$ 125.00
Service Call Minimum	\$ 125.00
Equipment Off Site Repair Rate	\$ 125.00
Percentage Markup On Parts	17%
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:

Wirenote Inc

Eric Letourneau, President

Signature

Eric Letourneau, President

Name and Title

420 N. 2nd St.

Address

Fort Pierce FL 34950

City, State and Zip Code

30-0222000

Tax ID and UEI Number

6/8/26

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

WVP - Tony Quinn

Name and Title

Facilities

Campus or Department

6/23/26

Date

APPROVED BY:

[Signature]

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.



Wirenutz_Standing Order Contract FY27- Under 65k_Fillable Form_060126.pdf
274.5 kB





Facilities Commmittee Meeting Agenda Item #8
DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION**

TOPIC: Fiscal Year 2026 Facilities, Procurement and Physical Plant Completed Projects Report

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The College's Facilities Department is excited to share that over 161 projects have been completed during the Fiscal Year 2026 (7/1/2025 to 6/30/2026), totaling \$23.2 Million

- **Massey Campus Completed Projects:**
 - Roof Replacement
 - ES - Building
 - L - Building
 - N-Building Phase 1 & 2 Renovation (Completed 8/13/2025)
 - 3rd Floor Labs, Classrooms, Prep Room, Restrooms
 - N-Building Phase 3 Renovation (Completed 8/14/2026)
 - 2nd Floor Labs, Offices, Classrooms, Prep Rooms, Restrooms
 - Planetarium
 - Network Operation Center (NOC)
 - Generators (Natural Gas) upgrade
 - Fire Protection
 - UPS Battery & Electrical upgrades
 - W Building Façade & Window Repairs
 - T-Building Boiler Replacement
 - Student Athletic weightroom upgrades
 - Baseball/Softball Upgrades
 - Batting Cage remodel
 - Scoreboard, Irrigation, Netting and Padding replacements
 - ES Building - Security Department Remodel and Renovations
 - H Plant – Cooling Tower Replacement
 - N Plant – Cooling Tower Replacement
 - HVAC Remote Building Controls and Multiple AHU replacements
 - P-Building, V-Building, C-Building, Radio Station (37th St.)
 - A-Building Conference Room & Kitchen Remodel
 - Y Building Remodel (203,204, and 205)
 - PS Plant Chiller Renewal
 - Replacement Fuel Pumps

Facilities Commmmitee Meeting Agenda Item #8

- Pruitt Campus Completed Projects:
 - J-Building Student Services Remodel
 - E-Building Roof Replacement
 - STEM, E-Building, F-Building, G-Building AV Equipment Upgrades
 - New overflow parking lot
 - Replacement Air Handler Units (AHU)
 - J-Building
 - Furniture upgrades
 - G-Building, J-Building, E- Building, Exterior, STEM Building
- Mueller Campus Completed Projects:
 - Mueller C-Building Roof
 - Replacement Air Handler Units (AHU)
- Chastain Campus Completed Projects
 - CALC Lighting
 - A Building Flood Remediation and Reconstruction Phase 2, 3, & 4
 - Replacement furniture
 - Replacement Air Handler Units (AHU)
 - Clark Building (2)
- Dixon Hendry Campus Completed Projects:
 - Dixon B-Building Roof
 - Replacement Air Handler Units (AHU)
- Blackburn Campus Completed Projects:
 - Blackburn Multi-Purpose Grant
 - New Telehealth Pods & Waiting area, Natural Gas Generator, Cameras, HVAC Chiller, 1st and 2nd Floor Bathrooms, Door Access, Sidewalks, Ceilings, Floors, Monument & Exterior Signage, Interior & Exterior paint, AV & IT Equipment, Gutters & Downspouts, Fencing
 - Renovated all computer labs, offices, nursing labs, classrooms
 - Network Fiber from Massey Campus to Blackburn Campus
 - Replacement AHU
- Indiantown High School
 - Indiantown Panic Gates/Entry Gates
 - AV Equipment Upgrade
 - Marquee Sign Replacement
 - Carpentry Lab Outfitted

Facilities Commmtee Meeting Agenda Item #8

- Procurement:
- \$27,958.00 sold in Govdeals in FY26
- Issued 13 solicitations that resulted in savings of over \$1.3 million.

I also wanted to note the Physical Plant completed and/or closed 5,418 Service Ticket between 7/1/2025 and 6/30/2026.

SUBMITTED BY: Tony Quinn

DATE: 8/3/26

BOARD ACTION: None required

DATE: 8/25/26
