



**District Board of Trustees
Facilities Committee Meeting
Indiantown High School, a Public Charter School of IRSC
Art Studio, Room 147
Charles & Sandy Johnston Campus
19000 SW Citrus Boulevard, Indiantown, FL 34956**

September 22, 2026

AGENDA

1. Call to Order – *Trustee Caron, Chair*
2. Request approval of the Facilities Lease Agreement between Indian River State College and Habitat for Humanity – *Tony Quinn*
3. Request approval of the Lease Agreement with Lease Servicing Center, Inc. d/b/a NCL Government Capital for the lease of a John Deere 5100E Cab Tractor – *Tony Quinn*
4. Request approval of the following Construction Agreements – *Tony Quinn*
 - a. Paul Jacquin & Son's Construction – Chastain Campus, Building C (Waterproofing)
 - b. Paul Jacquin & Son's Construction – Massey Campus, Administration Building 3rd Floor Interior Paint
 - c. Paul Jacquin & Son's Construction - Mueller Campus Vocational Classrooms
5. Request approval of the following Change Orders – *Tony Quinn*
 - a. Charles Perry Partners, Inc. Change Order #OC_001 for Project #01-05-26206 IRSC Pruitt Restroom
 - b. Jacquin & Sons, Inc Change Order #001 – ES Renovation

- c. Jacquin & Sons, Inc. Change Order #002 – Phase 3 Remodel Science Building “N”
 - d. Jacquin & Sons, Inc. Change Order #003 – Phase 3 Remodel Science Building “N”
- 6. Request approval of the Architect Agreement with Cape Design Engineering – *Tony Quinn*
- 7. Request approval of the Standing Order Contract with KLB Doors, Inc. – *Tony Quinn*
- 8. Request approval of the following Independent Contractor Agreements – *Tony Quinn*
 - a. Airstron Mechanical, AHU 1st and 2nd Floor Air System Replacement
 - b. Airstron Mechanical, Crime Lab Replacement Exhaust Fan
 - c. Trane, Chastain Campus, A Building Fan Replacement
 - d. Trane, Dixon- Henry C Building Coil Replacement
 - e. Trane, Massey T Building Coil Replacement
- 9. Adjourn



Facilities Committee Meeting Agenda Item No. 2
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Facilities Lease Agreement between Indian River State College and Habitat for Humanity

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ☒ ACTION/VOTE
☐ INFORMATION
☐ DISCUSSION

SUMMARY:

The Facilities Department requests approval of the Facilities Lease Agreement between Indian River State College and Habitat for Humanity. The agreement establishes the terms and conditions for the lease of Indian River State College facilities to Habitat for Humanity.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** 7/1/2026 - 6/30/2027
2. **FISCAL IMPACT:** \$311.00 Per Month
3. **TERMINATION TERMS:** 60-Day notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/1/26

BOARD ACTION:

DATE: 9/22/26



IRSC FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (Hereinafter referred to as “**Agreement**”), is made and entered into as of this August day of 18, 2026 (the “**Effective Date**”) , by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE (“**Lessor**”) and the HABITAT FOR HUMANITY (“**Lessee**”).

In consideration of the promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Owner and User covenant, warrant and agree as follows:

1. DEFINITIONS

- 1.1 “**Alterations**” means any alterations, additions, or improvements in or to the Premises.
- 1.2 “**Common Areas**” means the entrances, lobby, accessways, hallways, lavatories, stairways, elevator banks, other Building areas and the driveways, parking areas, and landscaped areas on the Premises that are designated for the nonexclusive common use of all Users of the Building and their invitees.
- 1.3 “**Hazardous Materials**” means any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).
- 1.4 “**Hazardous Materials Law**” means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials, or other environmental conditions on, under, or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.
- 1.5 “**Laws**” means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities.
- 1.6 “**Premises**” means the real property described in Exhibit A-1 through A-3 attached.



2. PREMISES

- 2.1 Owner hereby grants to User (and its authorized agents and employees) the right and license to use the Premises owned by the Indian River State College ("IRSC") and more particularly identified in in **Exhibit A** attached, subject to the terms and conditions herein contained, for the purposes and times set forth, and for no other event or purpose.
- 2.2 Except as otherwise provided herein, User takes and accepts the Premises "as-is" and without any representations or warranties as to the ability to use the Premises for User's purpose.

3. USE OF PREMISES

- 3.1 User acknowledges that use of the Premises is conditioned upon, and that no binding or enforceable agreement regarding use of the Premises shall exist until and unless: (a) User has agreed to these terms and conditions; (b) Owner has approved in writing; (c) User has satisfied all insurance requirements set forth herein; and User has paid the required deposit and any and all sums outlined in this Agreement. User understands and acknowledges that User shall only have access and use of the Premises during the time and date specified in this Agreement and approval of this Agreement by the Owner does not grant User a license to use any of Owner's other properties or improvements thereon.
- 3.2 **Common Areas:** User (and its authorized agents and employees) shall have the nonexclusive right and license to use the Common Areas of the Premises. Except as may be otherwise provided expressly in this Agreement, User shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or nonpublic area of the Premises.
- 3.3 User understands that the Premises occupy a portion of a building located on a campus of IRSC whose primary mission is to provide educational opportunities and a learning environment for its students. User's activities, functions and schedule shall acknowledge and accommodate IRSC's primary mission. User understands that IRSC is a public educational entity and subject to many statutes, rules and regulations that private enterprise is not subject to. Occupancy of Premises by User could subject User to certain public requirements and premises shall be used solely as office(s) for an active association.
- 3.4 User shall comply with all building codes and other rules and requirements that Owner is subject to. AVP Of Capital Projects, Planning, Procurement and Facilities & Sustainability for IRSC, or his authorized designee, shall have the authority and jurisdiction over the interpretation, review, and approvals of all codes – including but not limited to building, fire prevention, and life safety codes as prescribed by the laws of the State of Florida - related to the Premises.



- 3.5 User shall not (a) use the Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety and welfare of the public or that may jeopardize User's (or Owner's) insurance coverage of the Premises; or (b) create or permit any nuisance in or on the Premises.
- 3.6 **Compliance with Laws:** User, at User's sole cost and expense, shall comply with all Laws applicable to the Premises or the use or occupancy of the Premises, including any obligation to make Alterations in the Premises required as a condition of User's occupancy. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy), then User shall obtain and keep current such permit or license at User's sole cost and expense and shall promptly deliver a copy thereof to Owner. Nothing in this Section 3.6, however, shall permit User to make, without Owner's prior written approval, any Alterations to the Premises which otherwise would require Owner's approval under this Agreement, and User shall comply with all of the requirements of this Agreement in making any such Alterations.
- 3.7 **Hazardous Materials:** User shall not cause or permit any Hazardous Materials, as defined by any federal, state or local law, to be generated, used, released, stored, or disposed of in or about the Premises, unless User provides prior written notice to and acceptance by Owner, subject to strict compliance with all local, state and federal laws and regulations. User, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for User to conduct normal business operations in the Premises. From and after the Effective Date, User shall indemnify and hold the Owner Parties, harmless from and against any damage, injury, loss, liability, charge, demand, claim, cost or expense (including reasonable attorneys' fees and costs) based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by User or any User Parties in or about the Premises. The terms of this Section 3.7 shall survive the expiration or earlier termination of this Agreement .
- 3.8 User hereby covenants to Owner that in the event that an employee of User is involved in an accident or injured on campus, IRSC Campus Security will be notified and Security will file an accident/incident report. User's insurance company will be responsible for filing any workman's compensation claims with their insurance carrier.
- 3.9 **Technology:** User shall be responsible for any and all data residing on their independent server(s) and equipment. Moreover, User shall be responsible for any and all backup of User's information, servers, and equipment. Further, User shall be responsible for any and all support – including, but not limited to - problems arising from software, internal networks, PCs, peripherals, patch cabling, terminations, backup power systems, and phone systems residing within the Premises. In the event of any information security breach, User shall assume



all responsibility and shall indemnify Owner of any liabilities, losses, damages, costs and expenses (including all attorney's fees and expenses incurred by Owner), causes of action, suits, demands, judgments, and claims.

4. RENTAL

- 4.1 The term of this Agreement shall commence on July 1st, 2026 and terminate on, June 30th, 2027 unless sooner terminated as hereinafter. Agreement renewal will be confirmed no less than sixty (60) days before the expiration of the three (3) year term and sixty (60) days before the expiration of the first year renewal(s) if extended.
- 4.2 User agrees to pay Owner, on or before the first business day of each month of the term of this Agreement, a monthly fee of **\$311.00** based on an annual fee rate of _____ per square foot of office space plus any taxes as referenced herein.
- 4.3 User shall pay to Owner promptly all rent, and all other charges as provided by this Agreement, as the same become due and payable without offset, deduction, notice or demand. If such sums are not paid on the first day of the month, User shall pay to Owner, as additional rent, a late charge of 5% of monthly rental amount. If any check delivered by User to Owner is dishonored, User shall pay to Owner a charge equal to the maximum amount lawfully charged for dishonored checks. Any payment made by a dishonored check shall be deemed to be late. Returned checks may not be redeemed by a personal check, but must be redeemed by cash, cashier's check, certified check or money order. All charges under this section shall be deemed to constitute additional rent due and payable upon notice from Owner to User, and Owner shall have all the rights and remedies with respect thereto as Owner has for the nonpayment of rent.
- 4.4 Owner will install all locks and provide key access to the Premises. User is responsible for notifying Owner which employees are to have keys and collecting said keys from employees upon separation and/or termination of employment. User shall not duplicate Owner's keys. Keys from terminated/separated employees must be immediately returned to the Owner. There will be a charge to the User for any key replacement at a fee not to exceed twice the labor and materials of the replacement and/or rekeying effort.
- 4.5 Checks shall be made payable to IRSC and shall be forwarded to the attention of the Vice President of Financial Services, Indian River State College, 3209 Virginia Avenue, Ft. Pierce, Florida 34981.
- 4.6 Under no circumstances shall the Agreement be deemed to constitute, construe or imply to create the relationship of landlord/tenant, principal and agent, partnership, joint venture or other type of business relationship between the parties other than the relationship of Owner/User(licensee).



5. SECURITY DEPOSIT

- 5.1 As security for the full and faithful performance by User of each and every one of its duties and obligations under this Agreement, User agrees to deposit with Owner, prior to occupancy, a security deposit in cash in an amount equal to one month's rent **\$0**. Owner shall place the security deposit in a non-interest bearing account.
- 5.2 Upon default by User of any of its obligations under this Agreement, not cured within fifteen (15) days of the date of such written notice of default, Owner may use, apply or retain the whole or any part of the security deposit for the payment of any rent in default, or for any expenditure made by Owner by reason of User's default of any of User's obligations of this Agreement. In the event Owner uses, applies or retains the whole or part of User's security deposit, User shall pay to Owner immediately such amount that will fulfill User's obligation hereunder to maintain at all times a security deposit equal to one month's rental.
- 5.3 If upon the termination of this Agreement User shall have kept all of its duties and obligations hereunder, Owner shall return to User all the security so deposited with Owner.

6. UTILITIES

- 6.1 No Common Area Maintenance ("CAM") fees or utility bills will be assessed against the User.
- 6.2 Heating, ventilating and air conditioning systems shall be kept operating, at settings comparable to the building in which the Premises are situated, by Owner during normal business hours Monday through Friday.
- 6.3 Normal and reasonable custodial services shall be provided by the Owner
- 6.4 Owner shall provide a garbage receptacle and garbage pickup at the Owner's expense. Owner shall also provide a recycling receptacle for paper products, but it shall be the User's responsibility to discard the materials in the appropriate recycling bin within the building in which the Premises are situated.
- 6.5 Owner will provide hardwired data and phone lines.

7. CONSTRUCTION MAINTENANCE AND REPAIR

- 7.1 Owner agrees to maintain and keep the Premises in good repair, exclusive of any repairs made necessary by the actions of the User or User's agents, employees or invitees.
- 7.2 User shall report promptly in writing to Owner all items that User contends Owner is under a duty to provide maintenance and repair.



- 7.3 User shall not make improvements or alterations to the Premises without the prior express written consent of Owner. User shall submit construction plans and specifications for all improvement or alterations to the Premises to the Owner's Dean of Facilities & Sustainability for review and approval within 30 days prior to performing and improvements or alterations. User shall be subject to the Owner's Building Permit and Building Inspection requirements as defined by the laws of the State of Florida and their interpretation by the Authority Having Jurisdiction.
- 7.4 The cost for any and all unauthorized repairs to equipment or property belonging to Owner ordered by User shall be borne solely by User.
- 7.5 In the event that the Owner's equipment or any other property belonging to Owner is damaged or destroyed by User (excluding ordinary wear and tear), User at their sole expense, shall pay the replacement or repair costs.
- 7.6 Upon the expiration or termination of this Agreement, all improvements or additions, shall vest in and become property of Owner. User shall remove all of User's personal property from the Premises on or before the expiration or termination of this Agreement. User shall repair all damage to the Premises resulting from the removal of User's personal property. User agrees that all of User's personal property in or on the Premises is located there at User's risk and Owner shall not be liable for any damage thereto or loss thereof including damages caused by the negligence of Owner, its officers, directors, employees and/or agents.
- 7.7 Any property acquired by User through Owner or acquired by Owner for the use of User shall become and remains the property of Owner and shall not be removed by User from the Premises.
- 7.8 Owner shall have the right, at User's sole cost and expense, to install separate metering for electricity and water to the Premises. In addition, User shall reimburse Owner within ten (10) days after Owner's written request for the cost of providing heat and air-conditioning to the Premises in excess of that required for normal office use or outside of Business Hours and the cost of providing power to the Premises for other than normal desktop office business equipment. Owner shall have no liability to User for any damages or personal injuries to any person directly or indirectly resulting from, nor shall there be any Rent abatement by reason of, any interruption or curtailment whatsoever in utilities and other services.

8. INSPECTION

- 8.1 User shall permit Owner, its agents and employees, without prior notice, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises and making any necessary repairs or alterations to electrical wiring,



heating and cooling systems, or plumbing and other similar repairs and alterations.

- 8.2 In addition, User agrees to a minimum of one (1) annual fire safety inspection to be performed by Owner, IRSC Building Official, IRSC Fire Marshall, and SLC Fire Marshall as well as a minimum of two (2) safety and sanitation inspections by Owner, IRSC Safety Manager, and IRSC Risk Manager, or their designees which will be scheduled by the appropriate individual.

9. INSURANCE/INDEMNIFICATION

- 9.1 **Commercial General Liability Insurance:** User shall at all times during the term of this Agreement, at its own expense, procure and maintain a policy of Commercial General Liability insurance naming the Owner as an additional insured. The Commercial General Liability insurance shall provide a combined single limit of not less than One Million Dollars (**\$1,000,000**) per occurrence and Two Million Dollars (**\$2,000,000**) per claim for bodily injury or property damage.
- 9.2 **Workers' Compensation:** User will maintain throughout the term of this Agreement statutory Worker's Compensation Insurance including employer's liability for all employees as required by applicable state and federal regulations.
- 9.3 User shall submit a Certificate of Insurance on the aforementioned policies of such insurance with Owner prior to occupancy of the Premises and on the policy renewal date each year thereafter.
- 9.4 User is responsible for insuring at its sole expense its own property which may be brought upon the Premises, (if and when this occurs) and User shall be responsible for insuring any of their property brought upon the Premises at any time. User waives any claims and its respective related parties, for such loss or damage. The failure of the User to insure its property shall not void this waiver. Owner and its respective related parties shall not be liable for, and User hereby waives all claims against such parties for business interruption and losses occasioned thereby sustained by User or any person claiming through User resulting from any accident or occurrence in or upon the Premises from any causes whatsoever.
- 9.5 The Premises are to be used and enjoyed at the sole risk of User. Except to the extent resulting from the gross negligence or willful misconduct of Owner or any Owner Party, User shall indemnify, defend, and hold Owner harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by User in the performance of any of its obligations under this Agreement ; (b) any injury or death to persons or damage to property occurring within or about the Premises;



or (c) the use or occupancy of the Premises by User, any User Parties, or any person occupying the Premises through User.

10. DESTRUCTION OR DAMAGE TO PREMISES

- 10.1 If the Premises are totally destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenable, with no obligation of Owner to rebuild or provide other rental premises for User. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Owner and User as of the date when the Premises were destroyed or rendered untenable.
- 10.2 If the Premises are partially destroyed or rendered partially untenable by storm, fire earthquake, hurricane or other natural catastrophe, User shall have the option to elect either to terminate this Agreement by written notice to Owner in accordance with Section 21 or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Owner to repair, restore or rebuild the Premises at any time, even if User elects to continue this Agreement. The Premises shall be considered partially destroyed or rendered partially untenable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenable.

11. TRANSFER, SUBLETTING AND ASSIGNMENT

- 11.1 User acknowledges that User has no right to transfer, assign or sublet this Agreement, or any right or privilege of User under this Agreement without prior, express, written consent of Owner.
- 11.2 Any assignment or sublease that is not in compliance with this Section 11 shall be void. The acceptance of rental payments by Owner from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such assignment or sublease by Owner.

12. DEFAULT

- 12.1 If User defaults in the payment of any monetary obligation identified herein to Owner and remains in default for ten (10) calendar days after the date of service of notice of such default by Owner on User; or if User defaults in the performance of any other covenant or provision of this Agreement required to be complied with by User and remains in default for thirty (30) calendar days after the date of service of notice of such default by Owner on User, then, Owner may at once terminate this Agreement by written notice to User.
- 12.2 On the Agreement expiration date, User shall quit and surrender the Premises to Owner. The Premises shall be surrendered to Owner vacant, "broom-clean," and



in good order, condition, and repair, normal wear and tear excepted. User shall remove all of User's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of User, all User-Owned Property, and all Alterations that User is required to remove. User shall repair any damage to the Premises, including any damage caused by such removal. If User fails to repair any damage caused by the removal of any Alterations, User shall reimburse Owner for all costs and expenses incurred by Owner in making any repairs and replacements to the Premises. Any property (including User-Owned Property) not removed by User shall be deemed abandoned and, if Owner so elects, deemed to be Owner's property, and may be retained or removed and disposed of by Owner in such manner as Owner shall determine. User shall reimburse Owner for all costs and expenses incurred by Owner in effecting such removal and disposal. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement .

- 12.3 Upon such termination, Owner may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of User. Owner's failure to exercise its rights after one or more defaults of User shall not be construed as a waiver of Owner's rights upon any subsequent default.

13. TAXES

- 13.1 Owner shall not be responsible for the payment of any taxes arising out of or connected with the use of the Premises under this Agreement.
- 13.2 User shall be responsible and required to pay the Owner an amount sufficient to discharge all taxes identified in this Section 13.

14. EXTERIOR SIGNS

- 14.1 User shall not install and operate signs or displays on the Premises, including the roof, exterior doors and exterior walls of the building in which the Premises are located, or in the windows of the Premises without the prior, express, written consent of Owner.

15. FIXTURES AND PERSONAL PROPERTY

- 15.1 User may install and operate in and on the Premises such fixtures and personal property as is required for User's permitted use of the Premises, subject to the prior, express, written approval of Owner.

16. TERMINATION AND NO HOLDING OVER

- 16.1 User shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by User after termination of this Agreement, without the express written consent of Owner,



is not permissible and User shall be required to vacate the Premises immediately without notice.

- 16.2 User and Owner each shall retain the option to terminate this Agreement at any time by giving sixty (60) days written notice of User's or Owner's intention to exercise such option to terminate.
- 16.3 Upon any such termination, User shall surrender the Premises to Owner and remove all personal property from the same and, without requiring legal action to be taken by Owner, Owner may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of User.
- 16.4 User agrees to return the premises to the Owner upon the expiration or termination of this Rental Agreement in as good condition and repair as when first received; normal wear and tear expected.

17. FORCE MAJEURE

- 17.1 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, PANDEMICS, OR QUARANTINES, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.
- 17.2 The Impacted Party shall as soon as reasonably possible, give notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fourteen (14) days following written notice given



by it under this Section 17, the other party may thereafter terminate this Agreement upon five (5) days' written notice.

18. RIGHTS CUMULATIVE

- 18.1 All rights, powers and privileges conferred by this Agreement shall be cumulative and not restrictive of those rights, powers and privileges conferred by law.

19. ATTORNEYS FEES

- 19.1 In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees from the loser through appellate proceedings, subject to the limitations of liability of IRSC under Florida law. Nothing herein shall constitute a waiver of sovereign immunity by IRSC. Venue for mitigation or litigation shall be St. Lucie County, Florida.

20. NO WAIVER

- 20.1 No failure of Owner to exercise any right or power given to Owner under this Agreement, or to insist upon strict compliance by User with the provisions of this Agreement, and no custom or practice of Owner or User at variance with the provisions of this Agreement, nor acceptance by Owner of rent or any other payments from any person other than User, shall constitute a waiver of Owner's right to demand exact and strict compliance by User with the terms and conditions of this Agreement.

21. NOTICES

- 21.1 All notices and other communications, hereinafter collectively referred to as "notices", required by this Agreement to be secured from or given by either party to the other party shall be in writing and the original of said notice shall be delivered Either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail-Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address; or (c) sent by fax. If sent by United States Certified Main-Return Receipt Requested, the sender of the notice shall "show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is hand delivered, mailed, or so faxed shall be deemed the date of service of such notice. Any notice, so hand delivered, mailed, or faxed the text of which is reasonably calculated to apprise the recipient party of the substance thereof, shall be deemed sufficient under this Agreement. Both parties hereto, by proper notice, may at any time and any numbers of times designate a different address to which notices to said party shall be given.

To Owner:

To User:



Tony Quinn

AVP Of Capital Projects, Planning,

Procurement and Facilities

3209 Virginia Ave Fort Pierce, FL 34981

772-462-7357

Marcie Bergan

Executive Director

702 S. 6th St.

Fort Pierce, FL 34950

772-464-1117

22. ENTIRE AGREEMENT

- 22.1 This Agreement constitutes the full, complete and entire agreement between Owner and User; no agent, employee, officer or representative of Owner or User has authority to make, or has made any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the covenants, terms and provisions of this Agreement. No modification or amendment of this Agreement shall be binding unless such modification or amendment is in writing, signed by Owner and User, and by reference incorporated into this Agreement.

23. SEVERABILITY

- 23.1 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. DUPLICATE ORIGINALS, COUNTERPARTS

- 24.1 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to constitute but one and the same instrument. The exchange of signature pages by electronic transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.
- 24.2 Owner and User agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability



and admissibility, and that any electronic signatures, for all purposes of Agreement and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

25. GOVERNING LAW

- 25.1 The Laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. User consents to personal jurisdiction and venue in the state and judicial district in which the Building is located. The courts of the state where the Building is located shall have exclusive jurisdiction and User hereby agrees to such exclusive jurisdiction.

[SIGNATURE PAGE FOLLOWS]



Indian River State College

IN WITNESS WHEREOF, Owner and User, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed and delivered all as of the date hereof.

OWNER:

INDIAN RIVER STATE COLLEGE

BY: [Signature]

DATE: 8-31-26

WITNESS: _____

DATE: _____

WITNESS: [Signature]

DATE: 8/28/2026

USER:

Habitat for Humanity

702 South 6th Street, Fort Pierce, Florida 34950

BY: [Signature]

DATE: 8/27/26

WITNESS: Daphne Stewart

DATE: 8/27/26

WITNESS: [Signature]

DATE: 8/27/26



Facilities Committee Meeting Agenda Item No. 3
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Lease Agreement with Lease Servicing Center, Inc. d/b/a NCL Government Capital for John Deere 5100E Cab Tractor

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department requests approval to enter into Municipal Lease Agreement No. 17217 and Schedule No. 001 with Lease Servicing Center, Inc., d/b/a NCL Government Capital, for the lease-purchase financing of a John Deere 5100E Cab Tractor from Everglades Equipment Group. The tractor will support the College's ongoing facilities and grounds maintenance operations. Total finance amount of \$59,450.82 with 5 annual payments of \$12,407.98.

ALTERNATIVE(S): No lease

FOR CONTRACTS

1. **TERM:** 60 months
2. **FISCAL IMPACT:** \$59,450.82, \$12,407.98 per year for 5-years
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/3/26

BOARD ACTION:

DATE: 9/22/26



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

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Cover Letter
- ▣ Municipal Lease Agreement FMV Purchase Option Transaction
- ▣ Certificate of Acceptance
- ▣ Certification of Authority to Sign Governmental Lease
- ▣ Lessee Resolution
- ▣ Request for Certificate of Insurance - FMV
- ▣ Return Provisions Rider
- ▣ Copy of Tax Exempt Certificate

Include in the return documentation a check in the amount of \$12,907.98 made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is your first payment of \$12,407.98 and the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

NCL Government Capital

Enclosures

**Municipal Lease Agreement
FMV Purchase Option Transaction
Agreement # 17217 dated August 28, 2026**

Lessor:

**Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Ave. East Suite 501
Alexandria, MN 56308**

Lessee:

Indian River State College

3209 Virginia Avenue

(Street Address)

Fort Pierce

FL

34981

(City)

(State)

(Zip Code)

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this master lease agreement. The word "Schedule" means any lease schedule under this Agreement, which has been signed by you and accepted by us. The word "Lease" means this Agreement and a Schedule. The words "you" and "your" mean the Lessee named above. The words "we," "us," and "our" refer to the Lessor named above. Other capitalized terms not otherwise defined in this Agreement are described in the Schedule.

TERMS AND CONDITIONS

IMPORTANT: THE PROVISIONS OF THIS AGREEMENT MAY NOT BE ALTERED EXCEPT BY WAY OF WRITTEN AGREEMENT BETWEEN YOU AND US. NEITHER THE DEALER NOR ANY DEALER SALESPERSON IS OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS LEASE. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR ANY LEASE.

1. AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the Equipment ("Equipment") listed on any Schedule. You promise to pay us the Lease payments according to the terms of the schedule. Subject to termination for non-appropriation described in Section 19, you are unconditionally obligated to pay to us all Lease payments and other amounts due under each Schedule for the full Term. You are not entitled to reduce or set-off against Lease payments or other amounts due under each Schedule for any reason whatsoever. If payment is not received when due, you agree to pay a charge at the rate of nine (9%) percent per annum or the maximum amount permitted by law, whichever is less, on any unpaid delinquent balance. You may make separate arrangements with Dealer to provide maintenance, service, and supplies for the Equipment. If you make these arrangements, and authorize us to do so, we may, as a convenience to you and the Dealer, arrange with the Dealer, to include billings for such items on our invoices for Lease payments. You agree that we will not be responsible to provide you with any maintenance, service, and supplies and that any payments you make to us on account of any combined billing will be attributed first against any Lease payments which are then due, with the remainder to be paid to Dealer. In the event of conflict between the terms of the Lease and any other agreement, including but not limited to Invitations for Bid or Purchase Orders, the terms of the Lease shall control.

2. GENERAL TERMS; EFFECTIVENESS: You agree to all the terms and conditions of this Agreement and each Schedule. All Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes. You acknowledge receipt of this Agreement and each Schedule. THIS AGREEMENT AND EACH SCHEDULE WILL NOT COMMENCE AND WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR DOUGLAS COUNTY, MINNESOTA OFFICES. You appoint us as your attorney-in-fact to execute, deliver and record financing statements on your behalf to show our interest in the Equipment. You agree that with the consent of Lockport Township, we are authorized, to supply missing information or correct obvious errors in this Agreement and any Schedule.

3. ACCEPTANCE; COMMENCEMENT: You agree to furnish us a written statement (a) acknowledging receipt and proper installation of the Equipment in good working condition and (b) accepting the Equipment for all purposes under the Lease. The term of this agreement will begin on the date the lessor signs the lease (call the "Commencement date") and continuing on the same day of each billing period for the term of the Lease. Unless otherwise stated in the contract, the first payment will be due thirty days from the "Commencement Date."

4. RENEWAL: When the Original Term expires, the schedule will automatically renew for successive one (1) month terms unless you (a) send us written notice that you do not want it to renew at least ninety (90) days before the end of any Term or extension and (b) return the Equipment as provided in the "Equipment return"

5. PURCHASE OPTION: Upon expiration of the original Term or extended Term, and if (a) you have paid all Lease Payments, all outstanding charges and are not in default, (b) the Schedule contains a purchase option, and (c) you have given us at least thirty (30) days written notice, prior to the end of the Term, that you will exercise the purchase option, then you will have the option to purchase the Equipment at the end of the Term for the purchase option amount stated in the Schedule. If the purchase option amount is the fair market value of the Equipment, the fair market value will be determined by us at our discretion. At the time of purchase, you must pay us the purchase option amount for the Equipment, plus any property, sales or use taxes assessed or levied on the equipment or its sale. Upon our receipt of the purchase option amount plus all applicable taxes, we will transfer title to the equipment to you "AS-IS, WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY.

6. WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED AND SPECIFICALLY DISCLAIMING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment covered by each Schedule. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of this Equipment, you will have no set-offs or counter-claims against us.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EACH LEASE IS NOT CANCELABLE.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN THE STATE YOU ARE LOCATED IN.

ACCEPTED BY:

**LESSOR: Lease Servicing Center, Inc.
BY: dba NCL Government Capital**

TITLE:

(Printed Name and Title)

DATE:

PROPOSED BY:

Indian River State College

LESSEE:

BY:



TITLE:

Tony Quinn - AVP of Facilities

(Printed Name and Title)

DATE: 9/3/2026

**FED TAX
ID#:**

7. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE NOR IN ANY EVENT WILL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. You agree to reimburse us for, and to defend us against any claims for losses or injuries caused by the Equipment and any costs or attorney fees related to those claims.

8. MAINTENANCE AND INSTALLATION: Dealer will install (and remove with our prior written consent) the Equipment in accordance with Dealer's service policies. You will be responsible to maintain the Equipment in good working order and in compliance with all laws and regulations. Even if the Equipment malfunctions, or is damaged, you agree to continue to make Lease payments.

9. ACCESS; RETURN AND ALTERATION: You agree to give us and Dealer unrestricted access to the specific area where the equipment is located to inspect, install, and without prior written consent remove and, if applicable, repair Equipment. You will not make or permit any alterations to Equipment except as approved by us.

10. EQUIPMENT OWNERSHIP: The equipment is and shall remain our sole property during the Lease Term. You agree to keep the Equipment free from liens and encumbrances.

11. EQUIPMENT LOCATION: You will keep the Equipment at the address shown on the Schedule and you will not allow the Equipment to be moved from that address unless you get our prior written consent.

12. TAXES; PERSONAL PROPERTY TAX: You agree that you will pay us, when invoiced, all taxes (including any sales, use, and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). We may, but do not have to, contest any tax assessments. You will, at our discretion, either (1) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (2) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed.

13. EQUIPMENT RETURN: Upon termination of the Lease Term, as extended or renewed (unless you have exercised a purchase option as provided in the "Purchase Option: Section), or upon our demand for possession after default, you will return the equipment to the Dealer location or to any location specified by us, within a 200 mile radius of you, freight and insurance pre-paid and in good working order, able to perform the function(s) to which it was originally designed without any hindrance, missing parts or malfunctioning parts, and having been properly maintained according to the manufacturer's suggested standards. You will be responsible for any damage to the Equipment during shipping.

14. INSURANCE: You will bear the entire risk of loss, theft and destruction of the Equipment until all amounts due and to become due under the Lease are paid in full and the Equipment has been returned to us in good working order. If the Equipment is totally lost, stolen, damaged or destroyed, YOU shall pay to Us or Our assignee a sum equal to the applicable remaining "Principle Balance" plus interest if paid later than as regularly scheduled. You will either: (a) (upon our written approval) self insure the Equipment and either replace or repair any lost, stolen, damaged or destroyed Equipment within thirty (30) days after the occurrence thereof (with clear title to any replacements or repairs being transferred to us); or (b) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name us or our Assignees as loss payee and provide and maintain an acceptable general public liability insurance policy, or with our written approval self insure against general public liability. If we have not approved a self insurance plan and you have not provided acceptable evidence of insurance, or if you request that we obtain property insurance for our interest only we may, but will not be obligated to, obtain such insurance for the loss, damage or destruction of the Equipment, and charge you the insurance premiums we must pay for such coverage for the full term of the Lease. This cost for coverage may be different from your cost to obtain coverage under your own insurance policy. Coverage will include such risk and deductibles, if any, as we may request from our insurance provider. At your sole discretion and expense, you may wish to obtain insurance coverage from your insurance company for any interest you may have in the Equipment or Lease. No loss, theft or damage will relieve you of any payment obligations under any Lease. If You do not provide proof of such insurance before the Lease commences, You agree that We have the right, but not the obligation, to enroll you in our property damage coverage program and bill You a property damage surcharge of up to .0035 of the equipment cost to in part cover Our increased administrative costs, credit risk and other costs and on which We may make a profit.

15.) ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT OR ANY SCHEDULE. We may, with out notifying you, sell, assign or transfer all or any parts of this Agreement, any Schedule and/or the Equipment. Any such assignment, sale, or transfer will not relieve us of any obligation we may have to you under the Lease. Our Assignee (and any subsequent Assignees) will have the same rights that we have, but will not have to perform any of our obligations. You agree that you will not assert against the Assignee any claims, defenses or set-offs that you may have against us or any supplier. If you are given notice of an Assignee, you agree to respond to any requests about the Lease and, if directed by us, to pay the Assignee all Lease payments and other amounts due under the Lease. You agree that if we sell, assign, or transfer this agreement, the new Lessor will have the same rights and benefits that we now have and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us.

16.) DEFAULT; DAMAGES: If you fail to make any Lease payment when due you are otherwise in default of your duties or obligations under any Lease, we may (as liquidated damages and not as a penalty) accelerate the remaining balance due or to become due under such Lease, or under any other obligation you may have now or in the future with us ("Other Obligations"), present valued using a six (6%) percent per year discount rate and demand the immediate return of the Equipment to us. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (.75%) percent per month, but only to the extent permitted by law. If you do not return the Equipment to us within (10) days of our notice of your default, you will also pay a liquidated Equipment charge equal to our reasonable estimate of the fair market value of the Equipment which shall not be less than the anticipated Lease-end residual value of the Equipment. We may also use any remedies available to us under the Uniform Commercial code or any other applicable law. You agree to pay our attorney fees agreed to be 25% of any outstanding balance plus all actual costs, including all costs of any Equipment repossession. You agree that we have no duty to mitigate any damages to us caused by your default. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect the balance due or to become due on any Lease. Our delay or failure to enforce our rights under this Agreement or any Schedule will not prevent us from doing so at a later time.

17.) FINANCE LEASE; AMENDMENTS: THIS AGREEMENT AND EACH SCHEDULE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC"). THIS AGREEMENT AND EACH SCHEDULE MAY NOT BE AMENDED EXCEPT IN WRITING, WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-303 AND UCC 2A-508 THROUGH 2A-522, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO; (a) CANCEL THIS AGREEMENT AND EACH SCHEDULE; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; (e) GRANT A SECURITY INTEREST IN THE EQUIPMENT; AND (f) MAKE DEDUCTIONS OR SET - OFFS, FOR ANY REASON, FROM AMOUNTS DUE TO US UNDER THIS AGREEMENT AND EACH SCHEDULE. IF ANY PART OF THIS AGREEMENT AND EACH SCHEDULE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS AGREEMENT AND EACH SCHEDULE WILL GOVERN.

18.) GOVERNMENT WARRANTIES: You represent and warrant that: (a) you are a duly organized public body corporate and politic with full power and authority to enter into and perform your obligations under this Agreement; (b) all necessary actions of your governing body have been taken and all necessary procedures have been complied with to give full effect to the execution, delivery and performance of this Agreement; (c) this Agreement is valid binding and enforceable according to its terms; (d) you have budget and appropriated sufficient funds to make all Payments and meet all of your other obligations for the current fiscal year and such funds have not been expended for other purposes; (e) you will do all things lawfully within your power to obtain and maintain funds for payments (including providing for such payments in each budget or appropriation request submitted and adopted), to have such portions of budgets or appropriation requests approved, and to exhaust all available reviews and appeals in the event such portion of any complied budget or appropriation request is not approved; (f) you have complied with all public bidding requirements applicable to this Agreement and the acquisition of the Equipment; and (g) the Equipment will be used only by you and only to perform essential government or proprietary functions consistent with the permissible scope of your authority.

19.) NON-APPROPRIATION: You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Lease payments and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Equipment and the performance of its essential function during the Term. The person(s) in charge of preparing your budget will include in each of your fiscal budgets a request for the Lease payments to become due in such fiscal period. We acknowledge that appropriations of moneys for Lease payments is a governmental function which you cannot contractually commit yourself in advance to perform and this agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien of your tax or general revenues. In the event that your governing board does not approve an appropriation of funds subsequent to current fiscal year during the Term for the Equipment subject to the Lease, you shall have the right to return the Equipment to us and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of Lease payments for which funds shall have been appropriated and budgeted. In the event you return the Equipment to us, you will remove the Equipment and return it to a place designated by us, freight and insurance pre-paid, in good working order, ordinary wear and tear expected; you will be responsible for any damage to the Equipment during shipping. At least thirty (30) days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Lease payments. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Equipment with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

20.) SAVINGS: If any provision of this Agreement or any Schedule is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

21.) MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL THE TERMS AND CONDITION INTO THIS AGREEMENT. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE MODIFIED OR ALTERED EXCEPT IN WRITING AND SIGNED BY ONE OUR OFFICERS.

SIGNER'S INITIALS (REQUIRED)

MUNICIPAL SCHEDULE
(To Lease or Rental)

Schedule # 001

Master _____

Agreement # 17217

DEALER:

Everglades Equipment Group
(Full Legal Name)

6150 Orange Avenue
(Street Address)

Fort Pierce Florida 34947
(City) (State) (Zip Code)

(Phone)

LESSEE / RENTER:

Indian River State College
(Full Legal Name)

3209 Virginia Avenue
(Street Address)

Fort Pierce FL 34981
(City) (State) (Zip Code)

772-462-7357 Tony Quinn
(Contact Phone) (Contact Name)

Equipment Description			Lease Only		
Quantity	Make	Description	Hour Limit	Excess Hour Charge	Annual Lease Payment
1	John Deere	5100E Cab Tractor – VIN: 1P05100EET5083004	1000 Hours/Year	\$40/Hour	\$12,407.98
Totals					\$12,407.98

(FOR ADDITIONAL UNITS, ATTACH ADDITIONAL EQUIPMENT SCHEDULES. PAYMENTS ARE EXCLUSIVE OF TAX)

TRANSACTION TERMS:

TERM: 60 MONTHS 1 **Advance Payment** \$12,407.98

PAYMENTS: 5 @ \$12,407.98 *(Plus applicable tax) Per Year

Purchase Option: Fair Market Value / FMV **Security Deposit** \$.00

Equipment Location if different from Lessee / Renter address above: 3209 Virginia Ave Ft. Pierce, FL 34981

The First payment, when applicable, will be due on the "Commencement Date." Additional payments will be due on the same date of each following billing period.

IMPORTANT: READ BEFORE SIGNING.

THE TERMS OF THIS SCHEDULE "INCLUDING THOSE IN THE MASTER AGREEMENT" SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE INCORPORATES ALL THE TERMS AND CONDITIONS IN THE MASTER AGREEMENT IDENTIFIED ABOVE. EACH SCHEDULE IS NOT CANCELABLE.

ACCEPTED BY:

LESSOR / RENTOR: Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Avenue East Suite 501
Alexandria, MN 56308

BY: _____

TITLE: Secretary / Treasurer

DATE: _____

PROPOSED BY:

LESSEE / RENTER: Indian River State College
(Full Legal Name)

Tony Quinn

BY: _____

TITLE: Associate Vice President Capital Projects

DATE: 9/3/2026 **FED**
TAX
ID#: _____

CERTIFICATE OF ACCEPTANCE
LEASE # 17217

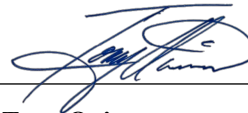
In compliance with the terms, conditions, and provisions of the Master Municipal Lease Agreement # 17217 and Municipal Schedule # 001 dated August 28, 2026, by and between the undersigned Indian River State College ("Lessee") and Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor"), Lessee hereby:

- (a) certifies and warrants that all Equipment described in the Lease Agreement referenced above (the "Equipment") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below.
- (b) accepts all the Equipment for all purposes under the Lease and all attendant documents as of ("Acceptance Date").
- (c) restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

(1) John Deere 5100E Cab Tractor VIN# - 1P05100EET5083004

Lessee: **Indian River State College**

By:



Tony Quinn

Title:

Associate Vice President Capital Projects

Date:

9/3/2026

CERTIFICATION OF AUTHORITY TO SIGN GOVERNMENTAL LEASE

Re:	Municipal Lease Agreement #	17217	
	Dated:	August 28, 2026	
	Between	Lease Servicing Center, Inc. dba NCL Government Capital	, Lessor
	And	Indian River State College	, Lessee
	For	Lease #17217	(The LEASE)

The undersigned hereby certifies that he/she has signed the LEASE; that he/she had, and continues to have, full power and authority to do so, and that he/she has followed all required administrative procedures and has complied with all legal or other provisions necessary to ensure that the LEASE is a legal and binding obligation of the LESSEE.

Date of this certification:

9/3/2026

Lease Signatory:

Signature



Name

Tony Quinn

Title

Associate Vice President Capital Projects

Attesting Official:

Signature

Name

Nichole Rummo

Title

Project Manager

LESSEE RESOLUTION

Re: Municipal Lease Agreement #17217 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Indian River State College (Lessee) and Schedule No. 001.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Municipal Schedule No. 001 to the Municipal Lease Agreement #17217, between **Indian River State College** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

- (1) **Approval and Authorization.** The Governing Body of the Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Lessee is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their John Deere 5100E Cab Tractor from Everglades Equipment Group in the amount of \$59,420.82 with 5 Annual payments of \$12,407.98.

Authorized Individual(s): Tony Quinn, Associate Vice President Capital Projects

(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By Dr. Timothy Moore

:

Signature of Secretary, Board Chairman or other member of the Governing Body)

Print

Name: Dr. Timothy Moore Title: President
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested
By:

(Signature of one additional person who can witness the passage of this Resolution)

Print

Name: Nichole Rummo Title: Project Manager
(Print name of individual who signed directly above) (Title of individual who signed directly above)

REQUEST FOR CERTIFICATE OF INSURANCE

(THIS FORM IS PROVIDED FOR THE LESSEE TO APPROVE AND FORWARD TO OWNER)

TO: Customer's Insurance Agent

Description of item(s) to be insured:

Name of Agency:		
Agent:		John Deere 5100 E Cab Tractor VIN# - 1P05100EET5083004
Address:		
Phone Number:		
Email:		

Insurable Value: \$68,920.82

We have entered into a Lease Agreement with Lease Servicing Center, Inc. dba NCL Government Capital and its assigns for the above-described item(s).

This is a "NET" Lease and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE. ALSO, \$1,000,000.00 OF LIABILITY COVERAGE IS REQUIRED FOR ALL MOTOR VEHICLES.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL AOIA

300 S Washington St

Redwood Falls, MN 56283

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee by return mail and place it with the original insurance policy or endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Lease Servicing Center, Inc. dba NCL Government Capital and its assigns will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

***LEASE NUMBER: 17217**

Fax # 320-763-9600 Phone # 320-763-7600

****Please reference the lease number (above)
on the Insurance Certificate. Also, fax &***

mail the original to the fax number & address listed above

Indian River State College

**3209 Virginia Avenue
Fort Pierce, FL 34981**

RETURN PROVISIONS RIDER

“Return Provisions Rider” attached hereto and made part hereof

Municipal Lease Agreement #**17217** Schedule **001** between **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor) and **Indian River State College** (Lessee)

EQUIPMENT RETURN CONDITIONS

1. Condition Report:

At thirty (30) days prior to return of the equipment, Lessee shall at its own expense have a Dealer Service Representative of other similarly qualified equipment maintenance representative acceptable to Lessor provide a written condition report on the results of a comprehensive physical inspection of the equipment. The Lessee will have twenty (20) days to address and cure the discrepancy as mutually agreed by Lessee and Lessor as Lessee's expense.

2. Minimum Standards and Conditions for Returned Equipment:

- A. During the term of the Lease, the equipment shall have been maintained in accordance with a maintenance program that meets or exceeds the manufacturers standard for compliance with its warranty.
- B. The general condition of the equipment will be such that all operating components must be able to perform their operating function as originally intended and specified by the manufacturer. The equipment shall be in compliance with all applicable Federal, State and Local Safety Standards and Regulations applicable to each item of equipment. Each item of the equipment shall be returned fully assembled.
- C. All tires shall be of the same original size, type and of a similar quality manufacturer as when delivered to the Lessee. The tires on each unit being returned shall have at least 50% of original tread remaining and shall be matched as to wear within a variance of not more than 10% on each axle as determined by the condition report.
- D. The engine must have been maintained in accordance with the manufacturers recommendations and in conformance with requirements of the manufacturers warranty as the same may be amended from time to time. The engines must be fully operational and have at least 50% useful life before manufacturers recommended overhaul on replacement as determined by the condition report, and meet or exceed the manufacturers then current standards for operational performance for normal use.
- E. The hydraulic systems must not be damaged or leak and be fully operational and be able to perform all functions which will meet or exceed the manufacturers then current standards or operating performance to normal use as determined by the condition report.
- F. Frames and structural members, including but not limited to lifting arms, booms, blades frame rails, all ground engaging tools and all attachments must be structurally sound without breaks, bends, cracks or missing parts.
- G. All maintenance records, including hours at time of maintenance, repair orders and all other similar documents pertaining to the equipment, in their entirety, if requested by Lessor, will be delivered to Lessor. The equipment will be free of all advertising or insignia placed on the equipment by Lessee.

3. Equipment Return Location:

Lessee will at its sole and expense return the equipment of Lessor to a location we specify. The Lessee must provide written evidence to Lessor that the equipment will be delivered according to manufacturer's standards by mutually agreeable carrier and that the equipment will be properly insured.

4. Storage of the Equipment

At Lessor's election, Lessee must provide safe and secure storage of the equipment at no charge to Lessor for a period up to 120 days after expiration of the Lease at Lessee's location.

5. Excess Hour Usage Fee

At the time of redelivery, the Lessee will be charged \$40 per hour for each hour of usage that each returned vehicle exceeds an average of 1,000 allowable hours per year or 5,000 hours for the full term of the lease. The calculated sum will be at lease end upon return of the equipment. The allowable hours are 501-1,000 for each individual vehicle per year.

Lessee: Indian River State College

By:

Title: Associate Vice President Capital Projects

Address: 3209 Virginia Avenue

City: Fort Pierce **State:** FL **Zip:** 34981

Lessor:

Lease Servicing Center, Inc. dba NCL Government Capital

By:

Title: Secretary / Treasurer

Facilities Committee Meeting Agenda Items No. 4a-4c
DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Construction Agreements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval to enter into Construction Agreements with Paul Jacquin & Son's Construction for the following Indian River State College projects:

1. Chastain Campus – Building C Waterproofing (Term 10/1/26 – 12/31/26, \$63,212)
2. Massey Campus – Administration Building 3rd Floor Interior Paint (Term: 8/26/26 – 9/30/26, \$16,189.50)
3. Mueller Campus - Vocational Classrooms project located at Building B. This project will be Grant funded through the Florida Department of Commerce. (Term: 10/1/26 – 4/30/27, \$447,183.12)

ALTERNATIVE(S): N/A

FOR CONTRACTS: See Above

1. **TERM:**
2. **FISCAL IMPACT:**
3. **TERMINATION TERMS:**

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/1/26

BOARD ACTION:

DATE: 9/22/26



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **9/1/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at **PO Box 4343 Fort Pierce, FL 34948** in connection with the construction of the following described project: **Proposal dated August 11, 2026 for IRSC Chastain Campus Building C (Waterproofing), located at 2400 SE Salerno Rd, Stuart, FL 34997,** complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **10/1/2026** and to fully complete all work by no later than **12/31/2026**

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Sixty-Three Thousand Two-Hundred Twelve and No/100 Dollars (\$63,212.00)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

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

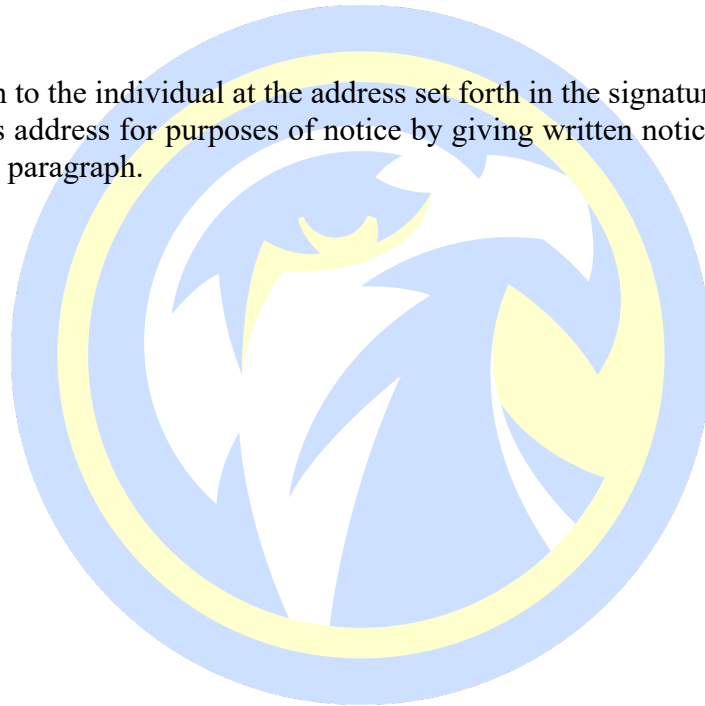
(G) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3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

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

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

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

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



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

Jacquin and Sons Construction*Chris D. Singley*

Signature

Chris D. Singley

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34951

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

September 2, 2026

Date

OWNER:

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

RECOMMENDED BY:*Tony Quinn*

Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

9/2/2026

Date

APPROVED BY:*Dr. Timothy Moore, President*

Date



Exhibit A

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Project: IRSC Chastain Campus Building C Waterproofing

Date: August 11th, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

1. PJSI has included installation of Tremco sealant at all glass curtain wall joints around the perimeter of the building.
2. PJSI has included removal of existing sealants at all vertical brick joints and replacement with new sealant.
3. PJSI has included sealant at all areas where glass curtain walls meet metal flashings.
4. PJSI has not included any application of sealants at any roof flashings.
5. All lift equipment is included in this proposal.
6. IRSC must allow PJSI to shut down sidewalks where necessary to complete the scope of work.
7. No other work is included in this proposal other than what is listed above.

Exhibit B

CONSTRUCTION MANAGER

IRSC Chastain Campus Building C (Waterproofing)

2400 SE Salerno Rd. Stuart, FL

August 11th, 2026

SCOPE OF WORK	REMARKS	PRICE
Waterproofing	Refer to Q&C	\$48,000.00
Total Subcontractors Cost		\$48,000.00
General Conditions	Site Restoration	\$4,000.00
Builders Risk Insurance	By Owner	\$0.00
Liability Insurance		\$720.00
Construction Phase Fee		\$2,200.00
Subtotal		\$54,920.00
Overhead & Profit		\$5,492.00
Contingency		\$2,800.00
Subtotal		\$63,212.00
Bond	Under threshold	\$0.00
Grand Total		\$63,212.00



CONSTRUCTION AGREEMENT

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

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

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

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

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

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

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

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Procurement Agent
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With a Copy to:

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

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

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

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

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

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

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

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

Jacquín and Sons Construction

Signature

ChrisD. Singley - Vice President

Name and Title

PO Box 4343

Address

Fort Pierce, FL 34948

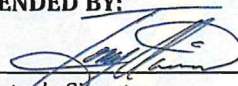
City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

August 6, 2026

Date

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

Administrator's Signature

Tony Quinn - AVP of Facilities

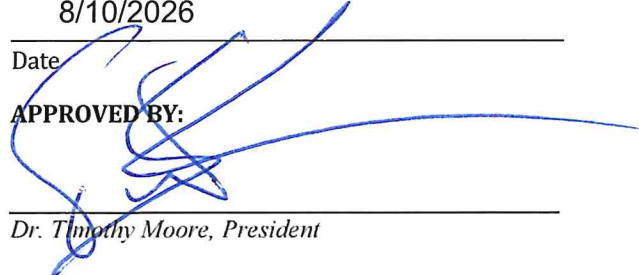
Name and Title

Facilities

College/Department

8/10/2026

Date

APPROVED BY:
Dr. Timothy Moore, President

Date



Exhibit A

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

Project: IRSC Administration Building 3rd Floor Interior Paint

Date: August 4, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

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

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

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

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



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **8/28/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Paul Jacquin & Son's Construction** (hereinafter referred to as the "Contractor"), having a principal business at **PO Box 4343 Fort Pierce, FL 34948** in connection with the construction of the following described project: **Proposal dated August 19,2026 for IRSC Mueller Campus Vocational Classrooms** located at **IRSC Mueller Campus Bldg B 6155 College Ln Vero Beach, FL 32966**, complete with all work appurtenant thereto as further specified in Exhibit A.

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

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

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

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

3.00 TIME OF COMMENCEMENT AND COMPLETION. The Contractor agrees to commence work under this Agreement by no later than **10/1/2026** and to fully complete all work by no later than **4/30/27**

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

5.00 CONTRACT SUM. The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the lump sum of **Four-Hundred Forty-Seven Thousand One-Hundred Eighty-Three and 12/100 Dollars (\$447,183.12)** ("Contract Sum"), subject to adjustment as provided by the Contract Documents, to be paid by progress payments, in the manner provided for in the Contract Documents. The amount of money appropriated by the Owner for the project is equal to or in excess of the Contract Sum. Owner shall not pay convenience fees, surcharges or any additional costs for payments made by credit card.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

With a Copy to:

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

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

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

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

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

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

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

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

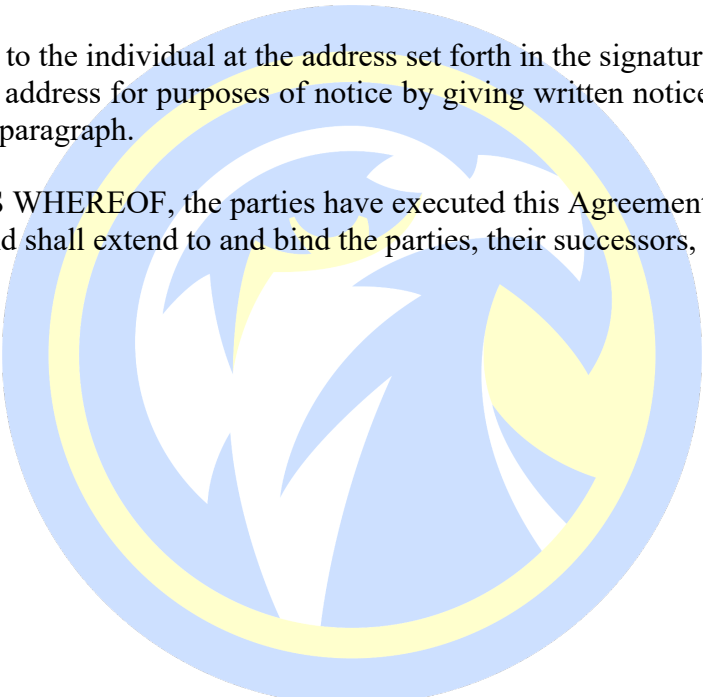
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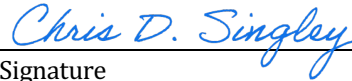
influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose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

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

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



Contractor/Vendor/Supplier Name

Signature

Chris D. Singley

Name and Title

P.O. Box 4343

Address

Fort Pierce, FL 34948

City, State, Zip

59-1640441

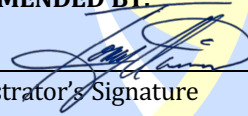
Unique Entity ID (sam.gov) or Tax ID

August 31, 2026

Date

OWNER:

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

RECOMMENDED BY:

Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

8/31/2026

Date

APPROVED BY:

Milo Thornton, Chair

Date



Exhibita A

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

Project: IRSC Mueller Campus Vocational Classrooms

Date: August 19, 2026

Exhibit B- Qualifications and Clarifications

Qualifications and Clarifications

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

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

Fire Alarm Work

\$5,000.00

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

6. All required water management district bonds, fees and permits are not included and shall be paid for by the Owner.
7. All required impact fees, utility connection fees and usage fees are not included and shall be paid for by the Owner.
8. All required Furniture, Fixtures and Equipment (FF&E) are not included and shall be furnished and installed by the Owner. See estimate for other items included by Contractor.
9. Building commissioning is not included and if required shall be provided and paid for by the Owner.
10. All industries are still impacted by supply chain (schedule) issues and inflation (price), including our industry.
11. Scope of work is based on field observations and documents provided by IRSC as no plans were provided.
12. Presidential executive orders and tariffs currently remain uncertain about their impact on the overall project schedule and cost. We will take steps to minimize these effects, as their impact on the project, we will handle them on a case-by-case basis, considering both time and cost aspects.

DEMOLITION

1. Demolition of ceiling grids is included in this proposal.
2. Cutting of openings for hollow metal doors, storefront doors, and overhead doors is included.

CONCRETE

1. (2) 5' x 12' and (2) 12' x 12' concrete pads are included.
2. Concrete to cover the classroom trench is included.

DOORS & WINDOWS

1. (1) exterior hollow metal door, hollow metal frame, hardware and installation are included per drawings.
2. (2) 6' x 7' storefront doors, glazing, hardware, and installation are included per drawings.
3. Storefront included as clear anodized frames with 1/4" tempered glass.
4. (1) 8' x 8' non-insulated, manual chain operated roll-up door and installation with standard manufacturer hardware are included per drawings.

FINISHES

1. (1) 6' x 6' pony wall with 20-gauge metal framing and 5/8" type X gypsum board is included per drawings.
2. Epoxy flooring is included in the (3) classrooms that are part of the scope of this project.
3. Painting of all walls and ceilings is included in this proposal.

SPECIALTIES

1. Furnishment and installation of (6) 4' x 16' porcelain steel markerboards with aluminum trim are included in this proposal.

FURNISHINGS

1. Furnishment and installation of (5) roller shades are included in this proposal.

FIRE SPRINKLERS

1. No fire sprinklers are included in this proposal.

PLUMBING

1. Installation of (2) domestic water supply lines with shutoffs to exterior wall for ice makers is included.

2. Installation of sanitary drain at exterior wall for ice makers tied into nearest sanitary line is included.
3. Installation of (2) 6" chase pipes up to 32 LF for HVAC line sets and condensate drains is included.
4. Installation of drywell for condensate discharge is included.

HVAC

1. Existing supply ducts off trunk lines replaced with double wall spiral ductwork with round supplies.
2. Returns to remain square because of their size.

ELECTRIC

1. All fixtures and switches are included per drawings.
2. All power distribution is furnished and installed per drawings with aluminum conductors for feeders 100 amps and above.
3. 50' of Starline busway is included.
4. Furnishment and installation of all electrical wiring devices and safety switches is included per drawings.
5. Proposal is based on being able to add (1) 150/3 breaker in existing panel DP1 and panel DP1 being able to handle the additional load.
6. No low voltage included in this proposal.

FIRE ALARM

1. Replacement of damaged duct smoke detectors is included as an allowance.



CONSTRUCTION MANAGER
IRSC Mueller Campus Vocational Classrooms
Schedule of Values
Exhibit C
August 19, 2026

Exhibit B

Division	Description	Price	Sub Total
Division 1: General Conditions			
General Conditions		\$ 24,400.00	
Staffing		\$ 37,680.00	
		Subtotal	\$62,080.00
Division 2: Existing Conditions			
Demolition	Included with Concrete		
Division 3: Concrete			
Site Concrete	Pads, Covering Classroom Trench, Demo	\$ 36,166.00	
		Subtotal	\$36,166.00
Division 8: Openings			
Roll Up Doors		\$ 2,900.00	
Doors & Hardware		\$ 3,127.00	
Storefronts & Windows		\$ 10,382.00	
		Subtotal	\$16,409.00
Division 9: Finishes			
Frame & Drywall		\$ 2,315.00	
Flooring		\$ 23,520.00	
Paint		\$ 14,225.00	
Building Materials / Patching		\$ 3,500.00	
		Subtotal	\$43,560.00
Division 10: Specialties			
Markerboards		\$ 11,500.00	
		Subtotal	\$11,500.00
Division 12: Furnishings			
Roller Blinds		\$ 2,825.00	
		Subtotal	\$2,825.00
Division 22: Plumbing			
Plumbing		\$ 14,790.00	
		Subtotal	\$14,790.00
Division 23: HVAC			
HVAC		\$ 45,690.00	
		Subtotal	\$45,690.00
Division 26: Electrical			
Electrical		\$ 118,000.00	
		Subtotal	\$118,000.00
Division 28: Electronic Safety & Security			
Fire Alarm Duct Detectors	Allowance	\$ 5,000.00	
		Subtotal	\$5,000.00
Total Subcontractors Cost			
			\$356,020.00
Liability Insurance			
			\$8,900.50
Contingency			
			\$35,602.00
Subtotal			
			\$400,522.50
Overhead & Profit			
			\$40,052.00
Subtotal			
			\$440,574.50
Bond			
			\$6,608.62
Grand Total			
		GMP	\$447,183.12

Facilities Committee Meeting Agenda Items No. 5a-5d
DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Change Orders

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Facilities Department requests approval of the following Change Orders

- a. Charles Perry Partners Inc. #OC_001 for Project #01-05-26206 IRSC Pruitt Restroom (\$127,124.00 – Total Project Cost including this change order is \$401,455.00)
- b. Jacquin & Sons, Inc. Change Order #001 – ES Renovation (\$4,596.99, Total Project Cost including this change order is \$838,811.42)
- c. Jacquin & Sons, Inc. Change Order #002 – Phase 3 Remodel Science Building “N” (\$63,983.49, Total Project Cost including this change order is \$9,113,244.47)
- d. Jacquin & Sons, Inc. Change Order #003 – Phase 3 Remodel Science Building “N” (\$58,269.75, Total Project Cost including this change order is \$9,171,514.22)

ALTERNATIVE(S): N/A

FOR CONTRACTS: See Above

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 8/27/26

BOARD ACTION:

DATE: 9/22/26



CHANGE ORDER FORM

Change Order No. OC_001 Contract ID No. 01-05-26106 Date 08/25/2026
 Vendor: Charles Perry Partners, Inc
 Vendor Address: 8200 NW 15th Place Suite 135 Gainesville, Florida, 32606
 Project No./Name: 01-05-26106 - IRSC Pruitt Restroom

Change Order Proposal(s), dated 08/25/2026 are hereby being designated for approval of the following work:

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

This Change Order (attached)

Change Order Proposal Justification: 3rd Floor Restroom R&R

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of \$127,124.00.

The Time of Completion is extended N/A calendar days ☐, is unchanged ☒, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is N/A (09/30/2026).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	1st and 2cd Floor Restroom R&R		\$274,331.00
Change Order #1	3rd Floor Restroom R&R	0	\$127,124.00
Change Order #2		0	\$0.00
Current Totals			\$401,455.00

ACCEPTED AND AGREED

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

	Name and Title (print)	Date
	Signature	
	Name and Title (print)	Date
	Signature	
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print)	Date
	Signature	

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

CONTRACT STATUS		APPROVAL	
Original Contract Value	\$274,331.00	Chair, IRSC Board of Trustees (or Authorized Designee) *	DATE
Aggregate Previous Contract increases by CO/Amendment	\$0.00		
Aggregate Previous decreases by CO/Amend	\$0.00		
 Value After Prior COs/Amend	 \$274,331.00	Department VICE PRESIDENT (or Authorized Designee)	DATE
This CO/Amend Increases ☒ Decreases ☐	\$127,124.00	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	\$401,455.00	(Verification)	

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



Owner Change Order

Project:

01-05-26106 - IRSC Pruitt Restroom

Change Order Number: OC-001**Title:** 3rd Floor Restroom R&R**Change Order Date:** Aug 25, 2026**Contract Date:** Aug 25, 2026**Contractor:**Charles Perry Partners, Inc.
8200 NW 15th Place
Suite 135
Gainesville, Florida, 32606

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

Detail changes are listed below:

Cost Items:

Number	Name	Description	Amount	PCO#
01	Framing, Plaster & Gypsum		54,062.33	CE002
02	Electrical		3,548.33	CE002
03	HVAC & Plumbing Package		49,083.33	CE002
04	3rd Floor Restroom R&R - General Conditions	3rd Floor Restroom R&R	4,039.26	CE002
05	3rd Floor Restroom R&R - General Requirements	3rd Floor Restroom R&R	1,004.47	CE002

Markups for the above items are listed below:

Number	Name	Description	Amount	PCO#
06	Builders Risk		424.60	CE002
07	P&P Bond		960.94	CE002
08	General Liability		592.21	CE002
09	CM Fee		13,408.53	CE002

Total Approved Change Order: 127,124.00

Contract scope changes:

Original Contract Sum	274,331.00
Previously approved Change Orders	0
Contract Sum prior to this Change Order	274,331.00
Contract Sum adjustment by this Change Order	127,124.00
Revised Contract Sum including this Change Order	401,455.00



The Contract duration will be increased / decreased	days
Revised Substantial Completion Date	Sep 30, 2026



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

CONTRACTOR Charles Perry Partners, Inc.	OWNER
BY <i>(Signature)</i>	BY <i>(Signature)</i>
DATE _____	DATE _____



CHANGE ORDER FORM

Change Order No. 001 Contract ID No. n/a Date 9.1.2026
 Vendor: JACQUIN & SONS, INC
 Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
 Project No./Name: Indian River State College ES Renovation

Change Order Proposal(s), dated 08/19/2026 are hereby being designated for approval of the following work:

This Change Order: CO#001 –Indian River State College ES Renovation

1. Additional door and frame for interview room
2. Framing and drywall for interview room
3. Painting for interview room
4. Electric/Lighting for interview room
5. Credit for unused carpet
6. OHP
7. Bond
8. Insurance

Total Increase.....\$4,596.99

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of **\$4,596.99**.

The Time of Completion is extended _____ calendar days ☐, is unchanged ☒, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 08/19/2026 (M/D/YYYY).

SUMMARY OF CHANGES

	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	Indian River State College ES Renovation	0	\$ 834,214.43
Change Order #1	Interview room	0	\$ 4,596.99
Current Totals			\$838,811.42

ACCEPTED AND AGREED

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

N/A	_____	_____	_____
Architect/Engineer	Name and Title (print)		Date
	Signature		
Paul Jacquin & Sons, Inc	Cole Singley - Project Manager		9/2/2026
Contractor (Name of Firm)	Name and Title (print)		Date
	<i>Cole Singley</i>		
	Signature		
	Tony Quinn - AVP of Facilities		9/2/2026
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print)		Date
	<i>Tony Quinn</i>		
	Signature		

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

CONTRACT STATUS		APPROVAL	
Original Contract Value	\$ 834,214.43		
Aggregate Previous Contract increases by CO/Amendment	\$0	PRESIDENT (or Authorized Designee) *	DATE
Aggregate Previous decreases by CO/Amend	\$0		
Value After Prior COs/Amend	\$ 834,214.43	Department VICE PRESIDENT (or Authorized Designee)	DATE
This CO/Amend			
Increases ☒ Decreases ☐	\$ 4,596.99	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	\$ 838,811.42		
		(Verification)	

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

CHANGE ORDER

AIA DOCUMENT G701

Distribution to: OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐



PROJECT:

Indian River State College ES Renovation

3209 Virginia Avenue

Fort Pierce, FL 34981

CHANGE ORDER NUMBER: 1

INITIATION DATE: 8/19/2026

ARCHITECT'S PROJECT NO: NA

CONTRACT FOR:

General Construction

TO Contractor):

Paul Jacquin & Sons, Inc.

P.O. Box 4343

Fort Pierce, FL 34948

CONTRACT DATE:

You are directed to make the following changes in this Contract:

1. Additional door and frame for interview room	\$1,765.26
2. Framing & Drywall for interview room	\$2,110.00
3. Painting for interview room	\$1,200.00
4. Electric/Lighting for interview room	\$3,192.33
5. Credit for unused carpentry funds	-\$4,181.38
Subtotal	\$4,086.21
3. OHP	\$408.62
4. Bond	\$61.29
5. Insurance	\$40.86
	Change Order Total
	\$4,596.99

Not valid until signed by both the Owner and Architect.

Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$834,214.43
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$834,214.43
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged)	\$4,596.99
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	\$838,811.42
The Contract Time will be (increased) (decreased) (unchanged) by	Days
The Date of Substantial Completion as of the date of this Change Order therefore is	7/6/2026

Paul Jacquin & Sons, Inc.	Indian River State College
<i>CONTRACTOR</i>	<i>OWNER</i>
P.O. Box 4343	3209 Virginia Avenue
Fort Pierce, FL 34948	Fort Pierce, FL 34981
By: <i>Cole Singley</i>	By:
Date: 8/19/2026	Date:



CHANGE ORDER FORM

Change Order No. 002 Contract ID No. 250003 Architect's Project N 7.8.26
 Vendor: JACQUIN & SONS, INC
 Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
 Project No./Name: IRSC Phase 3 Remodel Science Building "N"

Change Order Proposal(s), dated 07/08/2026 are hereby being designated for approval of the following work:

This Change Order: CO#002 – IRSC Phase 3 Remodel Science Building "N"

Electrical Device Reinstalls/refeed
Total Increase.....\$63,983.49

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of \$63,983.49.

The Time of Completion is extended _____ calendar days ☐, is unchanged ☒, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 08/09/2026 (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Phase 3 Remodel Science Building "N"	0	\$ 8,968,372.06
Change Order #1	Restrooms, voltage, epoxy changes	0	\$ 80,888.92
Change Order #2	Electrical Device Reinstalls/refeed	0	\$63,983.49
Current Totals			\$9,113,244.47

ACCEPTED AND AGREED

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

Spiezle Architectural Group
 Architect/Engineer

John F. Wright, AIA, LEEDap - Principal
 Name and Title (print)

August 10, 2026
 Date

Paul Jacquin & Sons, Inc

Signature

Contractor (Name of Firm)

Name and Title (print)

Date

Signature

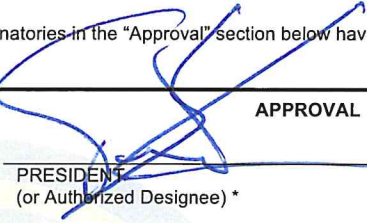
Indian River State College - Employee
Recommending Change Order Approval

Name and Title (print)

Date

Signature

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

CONTRACT STATUS		APPROVAL		
Original Contract Value	\$ 8,968,372.06	 PRESIDENT (or Authorized Designee) *	DATE	
Aggregate Previous Contract increases by CO/Amendment	\$ 80,888.92		Department VICE PRESIDENT (or Authorized Designee)	DATE
Aggregate Previous decreases by CO/Amend	\$0			DATE
Value After Prior COs/Amend	\$ 9,049,260.98	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE	
This CO/Amend			(Verification)	
Increases ☒ Decreases ☐	\$ 63,983.49			
CURRENT CONTRACT VALUE	\$9,113,244.47			

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



CHANGE ORDER FORM

Change Order No. 003 Contract ID No. Architect's Project N 250003 Date 8.6.26
Vendor: JACQUIN & SONS, INC
Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
Project No./Name: IRSC Phase 3 Remodel Science Building "N"

Change Order Proposal(s), dated 08/06/2026 are hereby being designated for approval of the following work:

This Change Order: CO#003 – IRSC Phase 3 Remodel Science Building "N"

Brick and Brick Caulk Joints
Total Increase.....\$58,269.75

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of \$58,269.75.

The Time of Completion is extended _____ calendar days ☐, is unchanged ☒, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 08/09/2026 (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Phase 3 Remodel Science Building "N"	0	\$ 8,968,372.06
Change Order #1	Restrooms, voltage, epoxy changes	0	\$ 80,888.92
Change Order #2	Electrical Device Reinstalls/refeed	0	\$63,983.49
Change Order #3	Brick and Brick Caulk Joints	0	\$58,269.75
Current Totals			\$9,171,514.22

ACCEPTED AND AGREED

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

Spiegle Architectural Group
Architect/Engineer

John F. Wright, AIA, LEEDP - Principal
Name and Title (print)

August 28, 2026
Date

Paul Jacquin & Sons, Inc

Contractor (Name of Firm)

Signature

Cole Singley - Project Manager

8/28/2026

Date

Name and Title (print)

Cole Singley

Signature

Tony Quinn - AVP of Facilities

8/28/2026

Date

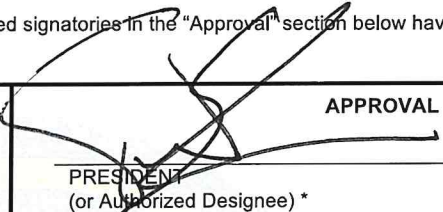
Name and Title (print)

Tony Quinn

Signature

Indian River State College - Employee
Recommending Change Order Approval

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

CONTRACT STATUS		APPROVAL	
Original Contract Value	\$ 8,968,372.06	 PRESIDENT (or Authorized Designee) *	8-31-26
Aggregate Previous Contract increases by CO/Amendment	\$ 144,872.41		DATE
Aggregate Previous decreases by CO/Amend	\$0		
Value After Prior COs/Amend	\$ 9,113,244.47	Department VICE PRESIDENT (or Authorized Designee)	DATE
This CO/Amend		CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
Increases ☒ Decreases ☐	\$ 58,269.75		
CURRENT CONTRACT VALUE	\$9,171,514.22	(Verification)	

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CHANGE ORDER

AIA DOCUMENT G701

Distribution to: OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐



PROJECT:

CHANGE ORDER NUMBER: 3

IRSC Phase 3 Remodel Science Building "N"

3209 Virginia Avenue

Fort Pierce, FL 34981

INITIATION DATE: 8/6/2026

ARCHITECT'S PROJECT
NO: 250003

TO Contractor):

Paul Jacquin & Sons, Inc.

P.O. Box 4343

Fort Pierce, FL 34948

CONTRACT FOR:
General Construction

CONTRACT DATE: 1/27/2026

You are directed to make the following changes in this Contract:

1. Seal all brick on exterior and replace all caulk joints at brick control joints.	\$55,000.00
Subtotal	\$55,000.00
Overhead & Profit	\$2,750.00
Bond	\$519.75
Change Order Total	\$58,269.75

Not valid until signed by both the Owner and Architect.

Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$8,968,372.06
Net change by previously authorized Change Orders	\$144,872.41
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$9,113,244.47
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged)	\$58,269.75
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	\$9,171,514.22
The Contract Time will be (increased) (decreased) (unchanged) by	0 Days
The Date of Substantial Completion as of the date of this Change Order therefore is	8/19/2026

Spiezle Group, Inc.

Paul Jacquin & Sons, Inc.

Indian River State College

ARCHITECT

CONTRACTOR

OWNER

2001 9th Anenue, Suite 308

P.O. Box 4343

3209 Virginia Avenue

Vero Beach, FL 32960

Fort Pierce, FL 34948

Fort Pierce, FL 34981

By:

By:

By:

Date:

Date:

Date:

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Architect Agreement with Cape Design Engineering

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The Facilities Department requests approval of the following Architect Agreement:

- Cape Design Engineering – Mueller Campus, Brackett Library Interior Modifications

ALTERNATIVE(S): None

FOR CONTRACTS:

1. Term: Hard Bid or CM/GC Project Delivery
2. Fiscal Impact: \$17,367.00
3. Termination Term: Not less than 5 days written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/3/26

BOARD ACTION:

DATE: 9/22/26



ARCHITECT AGREEMENT
HARD BID OR CM/GC PROJECT DELIVERY

THIS ARCHITECT AGREEMENT ("Agreement") is made and entered into as of **8/18/2026** by and between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, a political subdivision of the State of Florida, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "Owner" or "College") and **Cape Design Engineering** (hereinafter referred to as the "Architect"), having a principal business at **2725 Center Pl, Melbourne, FL 32940**

RECITALS

The Owner contemplates the design and construction of the project, which shall be generally defined as follows: **IRSC – Mueller Campus – Brackett Library Interior Modifications** (hereinafter referred to as the "Project").

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

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

The Owner's approved budget for this Project is **Seventeen-Thousand Three-Hundred Sixty-Seven and No/100 Dollars (\$17,367.00)** ("Contract Sum"). The budget for the project/s is listed below:

IRSC Mueller Campus	\$17,367.00
----------------------------	--------------------

This approved budget shall be reviewed with the Owner at the conclusion of the Schematic Design phase, Design Development phase, and Construction Documents phase.

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

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

SECTION ONE
ARCHITECT'S RESPONSIBILITIES

1.1 RESPONSIBILITY OF ARCHITECT TO OWNER

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

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

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

1.2 BASIC SERVICES

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

1.3 SUB-CONSULTANT

The Architect shall furnish all structural, mechanical, electrical, acoustical, interior, civil, including drainage study, landscaping, technology infrastructure, fire protection, irrigation, food service/kitchen consulting, LEED or CO-CHPS consulting, and other architectural and engineering design, and inspection services required in connection with the Project and shall be responsible to the Owner for the employment of properly trained, qualified and competent engineers and consultants in such regard, who shall be acceptable to and approved by the Owner. Before designating the engineers or consultants to perform such services, the Architect shall discuss the same with the Owner and thereafter shall give the Owner, in writing, the names of the engineers or consultants recommended. The Owner reserves the right to disapprove of any engineer or consultant proposed by notifying the Architect of such fact within ten (10) days after submission of the information required herein. In the case of each engineer or consultant, prior to approval by the Owner, the Architect shall notify the Owner in writing that a satisfactory fee arrangement has been reached between them. All such engineers or consultants, for which

registration is required by Florida law, shall furnish the Owner proof that they are currently registered as Professional Engineers by the State of Florida, shall give the Owner full data as to similar work on which they have been engaged and shall demonstrate to the Owner's satisfaction that they have no connection with the sale of any equipment or material such as might be used in connection with the Project and that they are not currently engaged or interested in any business which may cause a preference for specific products or services connected with the Project. No engineer or consultant shall begin work until approved by the Owner, and in each instance the Owner's approval shall be evidenced to the Architect in writing. Any of such engineers or consultants may be employees or, if registered, partners, or shareholders of the Architect.

1.4 MEETINGS

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

1.5 TIME SCHEDULE AND BUDGET

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

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

1.6 RECORD DRAWINGS

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

SECTION TWO OWNER'S RESPONSIBILITY

2.1 SERVICES FURNISHED BY OWNER

2.1.1 So far as the Project contemplated by this Agreement may require, the Architect and its engineers, consultants and sub-consultants shall be entitled to information giving a complete and accurate survey of the building site and the existing grades and lines of streets, pavements, and adjoining properties; information as to the rights, restrictions, easements, surface

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

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

2.1.2.1 Travel expenses to other cities for the purpose of visiting other projects when requested and approved by the Owner.

2.1.2.2 General program of functional areas.

2.1.2.3 Specific technical program of functional requirements.

2.1.2.4 Review of design phases.

2.1.2.5 Review of site planning.

2.1.2.6 Handle all claims arising under insurance policies issued to the Owner and all claims arising or in connection with performance, completion, and payment bonds.

2.1.2.7 Prompt decisions on selection of materials, equipment, and colors.

2.1.2.8 Such general conditions developed by the Owner as the Owner may wish the Architect to use.

2.1.2.9 General review of final plans and specifications.

2.1.2.10 Geologic Hazard Review.

2.1.2.11 Reproduction costs on all sets of plans and specifications excluding internal check sets or coordination sets.

2.1.2.12 Printed sets of General Contract Conditions.

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

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

SECTION THREE PAYMENTS TO THE ARCHITECT

3.1 THE ARCHITECT'S BASIC FEE

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

3.1.2 The basic services, fixed fee for this Project is **Three-Hundred Sixty-Seven and no/100 Dollars (\$17,367.00)** as set forth in Exhibit B, attached hereto and made a part hereof ("Basic Fee"), payable as set forth in Exhibit B, Fee Schedule. The budget for project/s is listed below:

IRSC Mueller Campus- Brackett Library Interior Modifications	\$17,367.00
--	-------------

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

3.2 ADDITIONAL COMPENSATION AND SPECIAL CASES

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

3.2.1.1 Principal's time at the fixed rate as identified in Exhibit B. For the purpose of the Agreement the principals are Cape Design Engineering .

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

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

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

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

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

3.2.4 The sum payable to the Architect for additional compensation shall not exceed the total sum of **Sixteen Thousand Three-Hundred ninety-Four and no/100 Dollars (\$16,394.00)** unless the Architect first shall have filed with the Owner an estimate of the maximum cost of such additional service and been authorized by the Owner in writing to proceed. If such an estimate is filed with the Owner, then payment shall not exceed the maximum cost estimated by the Architect and approved by the Owner.

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

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

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

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

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

SECTION FOUR INDEMNIFICATION

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

SECTION FIVE INSURANCE COVERAGE

5.1 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION SIX GENERAL PROVISIONS

6.1 SEPARATE CONTRACTS

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

6.2 OWNERSHIP OF DESIGN DOCUMENTS

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

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

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

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

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

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

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

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

6.3 FAILURE OF OWNER TO CONSTRUCT THE PROJECT

6.3.1 If, at any time, the Owner abandons the Project contemplated by this Agreement, the Architect shall be entitled to and shall receive as full payment hereunder, reimbursement of its costs necessarily incurred incident to the Project to the date of such abandonment, together with a

fair and reasonable compensation for its Services rendered to that date. The Architect will not be reimbursed for nor will Owner otherwise be liable for any anticipated profit or lost opportunity as a result of the Owner's abandonment of the Project contemplated by this Agreement.

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

6.4 TERMINATION

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

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

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

6.5 ARCHITECT'S PARTNERSHIP PERMITTED

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

6.6 INDEPENDENT CONTRACTOR

The Architect understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Architect and the Owner. The Architect shall perform all Services, using independent judgment and expertise, as an independent architect and not as an employee of the Owner. Neither the Architect nor any agent,

employee or sub-consultant of the Architect shall be an agent or employee of the Owner nor shall any of them have any authority, express or implied, to bind the Owner to any agreement or incur any liability or obligation attributable to the Owner. **The Architect acknowledges that it is not entitled to workers' compensation or other benefits from the Owner and that the Architect is obligated to pay federal income tax on any moneys earned from the Owner pursuant to this Agreement.**

6.7 DEATH OR DISABILITY OF ARCHITECT

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

6.8 DISPUTES

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

6.9 IMMUNITY

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

6.10 TAXES AND FEES

6.10.1 The Architect shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of this Agreement, including but not limited to excise tax, federal income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees, and shall indemnify and hold the Owner harmless for all claims arising under such taxes and fees.

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

6.11 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

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

6.12 FORCE MAJEURE

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

6.13 GOVERNING LAW/VENUE

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

6.14 ASSIGNMENT OF AGREEMENT NOT PERMITTED

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

6.15 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

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

6.16 INTENT AND MODIFICATION OF THIS AGREEMENT

The Owner and Architect agree that it is the specific intent of this Agreement to define, grant, and specify the responsibility and authority of the Architect. In any matters during the work under this Agreement that are not specifically covered and defined by this Agreement, the authority and direction for such matters must come from the Owner. The Architect shall in all such matters

request in writing and receive written direction and approval from the Owner prior to carrying out any such work.

6.17 WAIVER

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

6.18 SEVERABILITY

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

6.19 NOTICES

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

OWNER:

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

ARCHITECT:

Cape Design Engineering
Attn: Matthew E Charmbury
Address: 2725 Center Pl,
Melbourne, FL 32940

6.21 ENTIRE AGREEMENT

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

6.22 COUNTERPARTS

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

6.23 EXHIBITS

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

Exhibit A: Professional Services

Exhibit B: Fee Schedule

Exhibit B-1: Hourly Rates

Exhibit C: Delivery Schedule

Exhibit D: Special Provisions

Exhibit E: General Contract Conditions and Supplementary Conditions

6.24 COMPLIANCE WITH LAWS AND POLICIES

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

6.25 NONDISCRIMINATION

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

6.26 HEADINGS

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

6.27 THIRD-PARTY BENEFICIARIES

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

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

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

Cape Design Engineering

Signature

Matthew E. Charmbury, Director of Engineering

Name and Title

2725 Center Place

Address

Melbourne, FL 32940

City, State, Zip

59-3437691

Unique Entity ID (sam.gov) or Tax ID

8/18/2026

Date

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

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Dr. Timothy Moore, President

8/18/26

Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Standing Order Contract with KLB Doors, Inc.

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

The College has a fully executed Vendor Standing Order Contract for fiscal year 2026-2027 (FY27) with the following vendor for as needed projects and services up to \$15,000.00

- KLB Doors Inc. – Automatic Gate Opener Install and repair services

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/3/26

BOARD ACTION:

DATE: 9/22/26



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:	KLB Doors Inc.		
Contractor Address:	1801 S. Indian River Drive		
City:	Fort Pierce	State:	FL
		Zip Code:	34950
Contact Name:	Bernard McBee	Phone Number:	772-801-9545
E-mail Address:	Bear@klbdoors.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:

Automatic Gate Opener install and repair.
Access Control

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):

Bear McBee

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed Indian River State College location and times, or as agreed to in writing by the parties after the approval of this Agreement: **On an as needed basis throughout the college over the term of the contract. All work must be approved by a IRSC representative prior to being completed.**
3. **Term.** The provision of services under this Agreement shall commence on **July 1, 2026** and will terminate on **June 30, 2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

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

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Per Defined Service Rates** and under no circumstances whatsoever shall the fee exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00) per project and a not to exceed value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) annually.** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office.

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

DESCRIPTION	RATE
Service Hourly Rate - Regular Business Hours M-F 7:30AM to 4:30PM	\$75.00
Service Hourly Rate - After Regular Business Hours	\$120.00
Service Hourly Rate - Paid Holidays	\$120.00
Mileage - Per Mile if Applicable	N/A
2-Hour Response Time Charge	\$75.00
4-Hour Response Time Charge	\$75.00
24-Hour Response Time Charge	\$75.00
Service Call Minimum	\$150.00
Equipment Off Site Repair Rate	Same as Above
Percentage Markup On Parts	
OTHER RATES: (Attach specialized rate sheet if applicable)	

Payment Terms:

Select one from the following College standard payment terms.

☒ Net 30 Days

☐ Net 45 Days

☐ Other: _____

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

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

6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and
 - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
 - c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
 - d. Terminate the Contractor's current services for particular work the Contractor accepts from the College unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
 - h. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
 - i. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.
7. **No Agency Created.** The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.
8. **Conflict of Interest.** The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
9. **No Unauthorized Use of Names.** Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance. without the other party's prior written consent.
10. **Assignment.** The Contractor may assign portions of the work to be performed under the Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.
11. **Compliance with Florida Law and College Policies.** Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background 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:

KLB Doors Inc.



Signature

Bernard McBee, President

Name and Title

1801 S. Indian River Drive

Address

Fort Pierce, FL 34950

City, State and Zip Code

65-1069023

Tax ID and UEI Number

8/20/2026

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

Facilities

Campus or Department

8/24/2026

Date

APPROVED BY:

Authorized Designee Signature

Timothy E. Moore, Ph.D., President

Name and Title

9/22/26

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.

Facilities Committee Meeting Agenda Items No. 8a – 8e
DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:

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

- | | |
|--|-------------|
| a. Airstron Mechanical, AHU 1 st and 2 nd Floor Air System Replacement | \$21,203.00 |
| b. Airstron Mechanical, Crime Lab Replacement Exhaust Fan | \$63,182.00 |
| c. Trane, Chastain Campus, A Building Fan Replacement | \$63,882.00 |
| d. Trane, Dixon- Henry C Building Coil Replacement | \$40,592.00 |
| e. Trane, Massey T Building Coil Replacement | \$43,592.00 |

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 9/3/26

BOARD ACTION:

DATE: 9/22/26



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

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

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

WHEREAS **Airstron Mechancial** (the "Contractor") having a principal place of business at **532 NW Mercantile Pl, Suite 102 Port St. Lucie, FL 34986 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **AHU 1st and 2nd floor makeup air system replacement due to excessive rust and corrosion** to be provided in accordance with the Contractor's Proposal dated 8/4/2026 **[Based on Proposal #08042026 with respect to OMNIA contract no. 159053]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC 3209 Virginia Ave. Bld C Fort Pierce, FL 34981**
3. **Term.** The provision of services under this Agreement shall commence on **09/01/2026 and completed by 11/30/2026**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Twenty-One Thousand Two-Hundred Three and 00/100 dollars (\$21,203.00)** and under no circumstances whatsoever shall the fee exceed, **Twenty-One Thousand Two-Hundred Three and 00/100 dollars (\$21,203.00)** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and
 - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
 - c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and

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8/28/26

- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B.G.
8/28/26

Contractors Authorized Contact for Agreement

Bill Good S.R. Account Manager

Printed Name and Title

bgood@Airstron.com

Email Address

772-291-8740

Phone Number

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

Airstron Mechanical

Contractor/Vendor/Supplier Name

Bill Good

Signature

Bill Good S.R. Account Manager

Name and Title

532 N. W. Mercantile Pl. Suite 102

Address

Port St. Lucie, FL 34986

City, State, Zip

59-2525449

Unique Entity ID (sam.gov) or Tax ID

August 28th 2026

Date

B.G.
8/28/26

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

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

RECOMMENDED BY:



Administrator's Signature

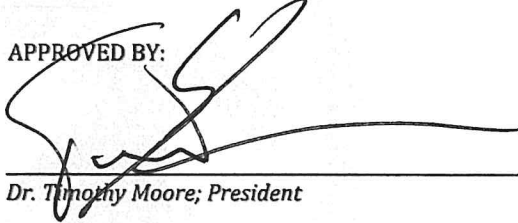
Name and Title

College/Department

8/31/2026

Date

APPROVED BY:



Dr. Timothy Moore; President

8-31-26

Date

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

Airstron Mechanical

Exhibit A

A Service Logic Company

Indian River State College
Main Campus Building C
Attention: Frankie Latchman
Reference: AHU 1st and 2nd floor makeup air system replacement due to excessive rust and corrosion
Omni Contract Number 159053
RQN Number 2026082700

Thank you for allowing Airstron Inc. the opportunity to serve your mechanical needs. We are submitting for your consideration and approval the above-mentioned scope of work:
Airstron Inc. will provide required labor Equipment and materials to replace two Makeup Fans and associated outside air make up duct work.

Makeup Fan Equipment Specified per design

Requested Volume (CFM)	Actual Volume (CFM)	Total External SP (in. wg)	Fan RPM	Operating Power (hp)
3,750	3,750	0.25	1364	0.94

Job: IRSC MAIN CAMPUS - AIRSTRON

Mark: OAF 3-1 & 3-2 associated with main Air Handler systems located on first and second floor

Selected Options & Accessories

Motor with CSA Approval Motor
with Shaft Grounding
Extended Motor Leads
Motor Bearings Sealed for Life
Unit Warranty: 1 Yr (Standard)

Installation Scope of services includes

- Lock out the power and isolate Make up air fan for replacement
- Furnish and install two new Greenheck BSQ-160 Makeup air fans
- Provide removal and installation labor and materials for replacing makeup fan and ductwork severely deteriorated
- Provide electrical service disconnect and reconnect of main power
- Start up and verify the operation of the unit is functioning as designed.

Total investment for the above-described scope of work is-----**\$21,203.00**

Payment due 30 days upon completion

Pricing good for 30 days

Not included: Any unknown findings or preexisting equipment failures repairs not related to the above describe scope of work. Engineering, permit fees and general construction modification, ceiling tiles wall, paint, fire protection, dampers, or fire alarm, electrical repairs/upgrades

Submitted by: Bill Good (bgood@airstron.com)
Sr. Account Manager

Date submitted: August 27, 2026

Acceptance of proposal

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

Accepted By: _____

Signature: _____

Date: _____

Purchase Order: _____



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

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

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

WHEREAS **Airstron Mechancial** (the "Contractor") having a principal place of business at **532 NW Mercantile Pl, Suite 102 Port St. Lucie, FL 34986 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **Crime Lab Replacement Exhaust Fans LEF 1 & 3** to be provided in accordance with the Contractor's Proposal dated **7/8/2026** **[Based on Proposal #07082026 with respect to OMNIA contract no. 159053]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC Public Safety Complex Crime Lab 4600 Kirby Loop Rd, Fort Pierce, FL 34981**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of This Agreement**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Sixty-Three Thousand One-Hundred Eighty-Two and 00/100 dollars (\$63,182.00)** and under no circumstances whatsoever shall the fee exceed, **Sixty-Three Thousand One-Hundred Eighty-Two and 00/100 dollars (\$63,182.00)** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and
 - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
 - c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and

B.G.
9/3/26

- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Bill Good S.R. Account Manager

Printed Name and Title

bgood@Airstron.com

Email Address

772-291-8740

Phone Number

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

Airstron Mechanical

Contractor/Vendor/Supplier Name

Bill Good

Signature

Bill Good S.R. Account Manager

Name and Title

532 N.W. Mercantile Pl. Suite 102

Address

Port St. Lucie, FL 34986

City, State, Zip

59-2525-499

Unique Entity ID (sam.gov) or Tax ID

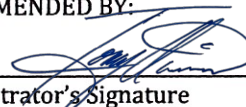
September 3, 2026

Date

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

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

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

Facilities

College/Department

9/4/2026

Date

APPROVED BY:

Dr. Timothy Moore; President

Date

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

A Service Logic Company

Indian River State College
Treasure Coast Public Safety Training Complex
Attention: Frankie Latchman
Reference: Crime Lab Replacement Exhaust Fans LEF 1 & 3

OMNI Contract Number 159053
RQN 2026090300

Thank you for allowing Airstron Inc. the opportunity to serve your mechanical needs. We are submitting for your consideration and approval the above-mentioned scope of work:

Airstron Inc. will provide required labor Equipment and materials to replace two Exhaust Fans that are not operational for building controls sequence due to corrosion internal functions required for balancing.

Equipment Specified per design

Tag:	B6-LEF-1	Max Class FRPM:	2650	V / C / P:	460 / 60 / 3
Fan Quantity:	1	Nozzle Size (in.):	11	Size:	3 hp
Fan Tag:	Fan 1	Spark Resistance:	Spark B	Enclosure:	TEFC
Air Stream Temp. (F):	70	Max Motor Frame:	184	RPM:	1770
Elevation (ft):	20	Inlet Position:	Bottom	Number of Windings:	1
Motor Design:	NEMA	Drive Type:	Direct	Efficiency Rating:	NEMA Premium
Bypass Air Plenum "BAP":	Yes	BAP Dmpr 1:	Side	Efficiency Rating (%):	89.5
BAP Damper:	Yes			Ambient Temp:	40
Isolation Damper:	Control			Service Factor:	No Preference
Min Lab Exh Vol (CFM):	2,300			Insulation Class:	F
System Type:	Variable Volume			Motor:	Included
Redundancy:	None			Motor Mfg Location:	No Preference
				Motor Frame Size:	182TC
Tag:	B6-LEF-3	Max Class FRPM:	4000	V / C / P:	460 / 60 / 3
Fan Quantity:	1	Nozzle Size (in.):	5	Size:	3/4 hp
Fan Tag:	Fan 1	Spark Resistance:	Spark B	Enclosure:	TEFC
Air Stream Temp. (F):	70	Max Motor Frame:	145	RPM:	1770
Elevation (ft):	20	Inlet Position:	Bottom	Number of Windings:	1
Motor Design:	NEMA	Drive Type:	Direct	Efficiency Rating:	Standard
Bypass Air Plenum "BAP":	Yes	BAP Dmpr 1:	Side	Efficiency Rating (%):	0.0
BAP Damper:	Yes			Ambient Temp:	40
Isolation Damper:	Control			Service Factor:	No Preference
Min Lab Exh Vol (CFM):	450			Insulation Class:	F
System Type:	Variable Volume			Motor:	Included
Redundancy:	None			Motor Mfg Location:	No Preference
				Motor Frame Size:	56C

Selected Options & Accessories

Motor VFD Rated

Motor with CSA Approval Motor
with Shaft Grounding
Motor with Minimum 40 Degree C Ambient
Temperature Motor with Class F or Greater
Insulation
Extended Motor Leads
Motor Bearings Sealed for Life

B. G
9/3/26

Airstron Mechanical

A Service Logic Company

Bypass Air Plenum - Single Wall, Steel, Bottom Exhaust
Intake Coated with LabCoat, RAL7023, Entire Unit
Switch - NEMA-3R, Toggle, For Indoor or Outdoor Use, Mounted
and Wired UL/cUL-705 - "Power Ventilators"
Bypass Damper - SEVCD-23, 316 SS, Mill Finish, 6 x 6 , Qty: 1
Bypass Damper Act. - Electric, Modulating, w/o Transformer, 24 VAC, Model: TFB24-MFT, Qty: 1
Isolation Damper - SEVCD-23, 316 SS, Mill Finish, 18 in. x 18 in., Parallel Blades, mounted in
BAP, one per fan Isolation Damper Act. - Electric, 24 VAC, 2 pos., SR, w/End Switch,
w/Transformer, Model: TFB24-S, Qty: 1 Sure-Aire Flow Station (No Electronics), Qty 1
Factory Vibration Test, 0.10 in/sec, peak, filter-in as measured at
the fan RPM High Wind Rated (+/- 140 PSF Rating)
Weatherhood over bypass damper with inlet
screen Unit Warranty: 1 Yr (Standard)

Installation Scope of services includes

- Lock out the power and isolate LEF 1 and 3.
- Furnish and install two new Vektor -H-16 specified exhaust fans
- Provide removal and installation Labor
- Provide electrical service disconnect and reconnect of main power
- Provide crane service and fees for hoisting
- Start up and verify the operation of the unit is functioning as designed.
- All work to be performed during normal working hours M-F 7-5

Total investment for the above-described scope of work is-----\$ 63,182.00

Payment due 30 days upon completion

Pricing good for 30 days

Not included: Any unknown findings or preexisting equipment failures repairs not related to the above describe scope of work. Engineering, permit fees and general construction modification, ceiling tiles wall, paint, fire protection, dampers, or fire alarm, electrical repairs/upgrades

Submitted by: Bill Good (bgood@airstron.com)
Sr. Account Manager

Date submitted: September 3, 2026

Acceptance of proposal

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

Accepted By: _____

Signature: _____

Date: _____

Purchase Order: _____

B.G.
9/3/26



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

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

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

WHEREAS TRANE US INC (the "Contractor") having a principal place of business at **6965 Vista Parkway North, Ste. 11 West Palm Beach, FL-33411** USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **IRSC Chastain Campus Bldg. A. AHU-1 Replace Fan Assembly & CHW Coil** to be provided in accordance with the Contractor's Proposal dated 2/10/2026 **[Based on Proposal OMNIA Quote# H4-123257-25-009]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC Chastain Campus – Bldg. A 2400 SE Salerno Rd Stuart, FL 34997.**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement** however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Sixty-Three Thousand Eight-Hundred Eighty-Two and 00/100 dollars (\$63,882.00)** and under no circumstances whatsoever shall the fee exceed, **Sixty-Three Thousand Eight-Hundred Eighty-Two and 00/100 dollars (\$63,882.00)** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

[TRANE US INC]
Contractor/Vendor/Supplier Name



Signature

Sedra Trera, South Florida Service Leader

Name and Title

2884 Corporate Way

Address

Miramar, FL 33025

City, State, Zip

25-0900465

Unique Entity ID (sam.gov) or Tax ID

08/20/2026

Date

****NOTE:** Subject to the Omnia - Racin Contract #3341 and Trane's
Terms and Conditions as referenced in the attached Trane
dated 02/10/2026

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

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

RECOMMENDED BY:



Administrator's Signature

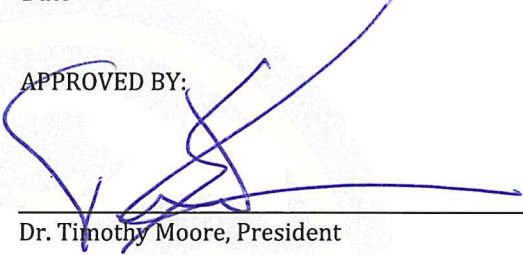
Name and Title

College/Department

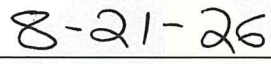


Date

APPROVED BY:

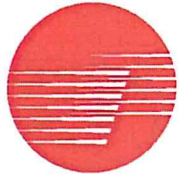


Dr. Timothy Moore, President



Date

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



TRANE®

Exhibit A

Trane U.S. Inc.

6965 Vista Parkway North, Ste.11
West Palm Beach, FL 33411
Service Contact: (561) 683-1521
Proposal ID: # 8448499
License Number CAC# 0023485

February 10, 2026

IRSC Chastain Campus – Bldg. A
2400 SE Salerno Rd
Stuart, FL 34997

OMNIA Quote# H4-123257-25-009

Attention: Frankie Latchman

Re: IRSC Chastain Campus Bldg. A. AHU-1 Replace Fan Assembly & CHW Coil

Trane is pleased to offer this proposal for the replacement of fan assembly and the chilled water coil on the existing Trane CHW AHU-1. The scope includes factory OEM replacement parts, blower assembly components, and a new chilled water coil. Please note that during the site walk, it was determined that the existing and valve/actuator are in fair condition and will remain in place.

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

Equipment Scope: AHU-1 MCCB040 / K03L60489A

- New Factory OEM replacement blower assembly - blower wheel, shaft, bearings, & motor
- New CHW Coil

Installation Scope:

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

Not Included:

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

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

Pricing:

Price for Equipment & Installation Scope as outlined above.....\$63,882.00

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

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

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

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Sincerely,

Amar Sukhai
Services Turnkey Account Manager
Trane

This proposal is valid for 30 days from the date of proposal.
This agreement is subject to the attached Trane Terms and Conditions

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

License Number: CAC#0023485

TERMS AND CONDITIONS – QUOTED SERVICE

1-10.48 (0225)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. CONTAMINANTS LIABILITY

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

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

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

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

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

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

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

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

agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers

and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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

1-10.48 (0225) Supersedes 1-10.48



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

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

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

WHEREAS TRANE US INC (the "Contractor") having a principal place of business at 6965 Vista Parkway North, Ste. 11 West Palm Beach, FL-33411 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC-Dixon Hendry Campus Crt 2 Coil Replacement w/ coil coating to be provided in accordance with the Contractor's Proposal dated 5/13/2026 [Based on Proposal OMNIA Racine #3341 H4-123258-25-022] attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC Dixon Hendry Campus – Bldg. C 2229 NW 9th Ave Okeechobee, FL 34972.**

3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Forty Thousand Five Hundred Ninety-Two and 00/100 dollars (\$40,592.00)** and under no circumstances whatsoever shall the fee exceed, **Forty Thousand Five Hundred Ninety-Two and 00/100 dollars (\$40,592.00)** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

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

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

- a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

[TRANE US INC]

Contractor/Vendor/Supplier Name

* *Matthew Swenson*

Signature

Matthew Swenson, Contract Analyst

Name and Title

2884 Corporate Way

Address

Miramar, FL 33025

City, State, Zip

25-0900465

Unique Entity ID (sam.gov) or Tax ID

08/20/2026

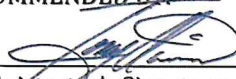
Date

***NOTE:** Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in the attached Trane Proposal dated 5/13/2026

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

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

RECOMMENDED BY:



Administrator's Signature

Tony Quinn - AVP of Facilities

Name and Title

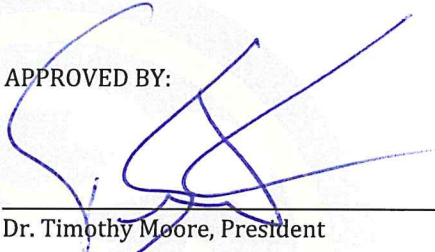
Facilities

College/Department

8/20/2026

Date

APPROVED BY:



Dr. Timothy Moore, President

8-21-26

Date

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



Exhibit A

Trane U.S. Inc.
6965 Vista Parkway North, Suite 11
West Palm Beach, FL 33411
Phone: (561) 683-1521
Fax: (561) 697-8714

May 13, 2026

Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981-3498

Site Address:
IRSC Dixon Hendry Campus – Bldg. C
2229 NW 9th Ave
Okeechobee, FL 34972

ATTENTION: Tony Quinn

PROJECT NAME: IRSC-Dixon Hendry Campus Crt 2 Coil Replacement w/ coil coating
CO-OP QUOTE NUMBER: H4-123258-25-022 **CO-OP OR FEDERAL CONTRACT ID:** OMNIA Racine #3341

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

IRSC Main Campus

The following "Covered Equipment" will be serviced at IRSC Main Campus:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Chiller	1	Trane	RTAA070AY	U07K06057	C Building

SCOPE OF SERVICE

Trane U.S. to replace the coil of Circuit 2 on a RTAA unit.

- Shut down unit and lock out the electrical supply for all circuits.
- Recover remaining refrigerant from circuits per EPA guidelines.
- Disconnect wiring/hardware/piping required to remove all (2) condenser coils on circuit 2.
- Provide crane services to remove and replace (2) condenser coils to and from the unit.
- Install (2) new coated condenser coils on the unit.
- Pressurize circuits with Nitrogen and leak test repairs.
- Evacuate to the required micron level to remove non-condensable material.
- Reconnect all wiring/hardware and confirm connections are correct and secure.
- Return the recovered refrigerant, adding up to 50 Lbs. of new R-410A; any additional refrigerant required will be quoted separately and or provided by customer.
- Remove the lock out from the electrical supply.
- Cycle power back to unit and verify proper operation



PRICING AND ACCEPTANCE

Indian River State College
3209 VIRGINIA AVENUE
Fort Pierce, FL 34981-3498

Site Address:
IRSC Dixon Hendry Campus – Bldg. C
2229 NW 9th Ave
Okeechobee, FL 34972

TOTAL PRICE \$40,592.00 USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Barrel insulation noted to be addressed by customer
- This proposal is valid for 30 days from May 13, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jennifer Gauthier
Account Manager - Services
E-mail: jennifer.gauthier@tranetechnologies.com
Cell: (772) 251-9491

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Quoted Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
Authorized Representative	Submitted By: Jennifer Gauthier
Printed Name	Proposal Date: May 13, 2026
Title	Cell: (772) 251-9491
	Office: (561) 683-1521
Purchase Order	License Number: CAC023485
Acceptance Date	Authorized Representative
	Title
	Signature Date

TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to

Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

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

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

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

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

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

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

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

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

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



counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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

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



SECURITY ADDENDUM

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

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

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

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

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

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

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

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.

Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.

Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.

Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.



8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:

- a. Data backups; and
- b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

Supersedes: November 2023v2

APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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

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

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

WHEREAS TRANE US INC (the "Contractor") having a principal place of business at 6965 Vista Parkway North, Ste. 11 West Palm Beach, FL-33411 USA is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC-Main Campus T Building CRT 2 Coil Replacement w/ coil coating to be provided in accordance with the Contractor's Proposal dated 5/13/2026 Based on Proposal CO-OP QUOTE NUMBER: H4-123257-25-011 OMNIA Racine #3341 attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC Main Campus 3209 Virginia Ave Fort Pierce, FL 34981**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Forty-Three thousand Five-Hundred Ninety-Two and 00/100 dollars (\$43,592.00)** and under no circumstances whatsoever shall the fee exceed, **Forty-Three thousand Five-Hundred Ninety-Two and 00/100 dollars (\$43,592.00)** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

[TRANE US INC]

Contractor/Vendor/Supplier Name

* 

Signature

Matthew Swenson, Contract Analyst

Name and Title

2884 Corporate Way

Address

Miramar, FL 33025

City, State, Zip

25-0900465

Unique Entity ID (sam.gov) or Tax ID

08/20/2026

Date

***NOTE:** Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in the attached Trane Proposal dated 5/13/2026

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

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

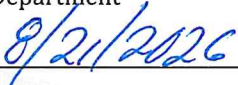
RECOMMENDED BY:



Administrator's Signature

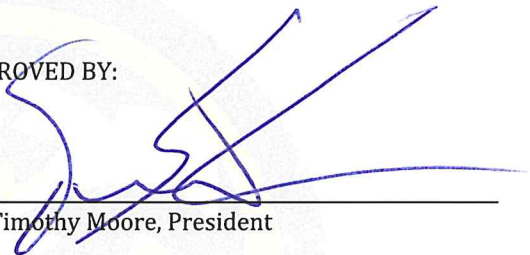
Name and Title

College/Department

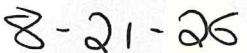


Date

APPROVED BY:



Dr. Timothy Moore, President



Date

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



Exhibit A

Trane U.S. Inc.
6965 Vista Parkway North, Suite 11
West Palm Beach, FL 33411
Phone: (561) 683-1521
Fax: (561) 697-8714

May 13, 2026

Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981-3498

Site Address:
IRSC Main Campus
3209 Virginia Ave
Fort Pierce, FL 34981

ATTENTION: Tony Quinn

PROJECT NAME: IRSC-Main Campus T Building CRT 2 Coil Replacement w/ coil coating
CO-OP QUOTE NUMBER: H4-123257-25-011 **CO-OP OR FEDERAL CONTRACT ID:** OMNIA Racine #3341

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

IRSC Main Campus

The following "Covered Equipment" will be serviced at IRSC Main Campus:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Chiller	1	Trane	RTAA1254XL	U00J03431	T Building

SCOPE OF SERVICE

Trane U.S. to replace the coil of Circuit 2 on a RTAA unit.

- Shut down unit and lock out the electrical supply for all circuits.
- Recover remaining refrigerant from circuits per EPA guidelines.
- Disconnect wiring/hardware/piping required to remove all (2) condenser coils on circuit 2.
- Provide crane services to remove and replace (2) condenser coils to and from the unit.
- Install (2) new coated condenser coils on the unit.
- Pressurize circuits with Nitrogen and leak test repairs.
- Evacuate to the required micron level to remove non-condensable material.
- Reconnect all wiring/hardware and confirm connections are correct and secure.
- Return the recovered refrigerant, adding up to 50 Lbs. of new R-410A; any additional refrigerant required will be quoted separately and or provided by customer.
- Remove the lock out from the electrical supply.
- Cycle power back to unit and verify proper operation



PRICING AND ACCEPTANCE

Indian River State College
3209 VIRGINIA AVENUE
Fort Pierce, FL 34981-3498

Site Address:
IRSC Main Campus
3209 Virginia Ave
Fort Pierce, FL 34981

TOTAL PRICE\$43,592.00 USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- This proposal is valid for 30 days from May 13, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jennifer Gauthier
Account Manager - Services
E-mail: jennifer.gauthier@tranetechnologies.com
Cell: (772) 251-9491

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Quoted Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
Authorized Representative	Submitted By: Jennifer Gauthier
Printed Name	Proposal Date: May 13, 2026
Title	Cell: (772) 251-9491
Purchase Order	Office: (561) 683-1521
Acceptance Date	License Number: CAC023485
	Authorized Representative
	Title
	Signature Date

TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). ~~Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to~~

Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

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

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

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

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

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

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

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

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

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



counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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

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



SECURITY ADDENDUM

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

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

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

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

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

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

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

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.

Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.

Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.

Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.



8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:

- a. Data backups; and
- b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

Supersedes: November 2023v2

APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems