District Board of Trustees
Facilities Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026

AGENDA

1. Call to Order – *Trustee Caron, Chair*

2. Request approval of the Facilities Lease Agreement between Indian River State College and Okeechobee County Economic Development Corporation – *Tony Quinn*

3. Request approval of the following Architect/Construction/Independent Contractor Agreements – *Tony Quinn*

   Architect Agreement*:*

   a. Addendum #01 to the Architect Agreement with Spiezle Architectural Group

   Construction Agreement:

   a. Paul Jacquin & Son's Construction – Proposal dated 8/21/26 for IRSC Pruitt Campus J Building Refresh

   Independent Contractor Agreements:

   a. Jacquin & Sons, Inc. Change Order #004, IRSC Phase 3 Remodel Science Bldg. N
   b. Jacquin & Sons, Inc. Change Order #005, IRSC Phase 3 Remodel Science Bldg. N
   c. Precision Automation Inc., Crime Lab Automation System Installation
   d. TK Elevator Corporation, Oil Line Repairs, Brackett Library, Mueller Campus

e. TK Elevator Corporation, Oil Line Repairs, Y Building, Massey Campus

4. Request approval of the Memorandum of Understanding between the District Board of Trustees of Indian River State College and St. Lucie County Sheriff – *Tony Quinn*

5. Request approval of the following RFQu #24/25-03 Continuing Services Contract Renewals for Construction Management (Year 3 of 3) – *Tony Quinn*
    a. Charles Perry Partners, Inc.
    b. H.J. High Construction
    c. Lebolo Construction Management
    d. LEGO Construction Co.
    e. Paul Jacquin & Sons, Inc.
    f. Proctor Construction Co.
    g. Thornton Construction Company, Inc.
    h. WELBRO Building Construction

6. Request approval of the following RFQu #24/25-04 Continuing Services Contract Renewals for Mechanical, Electrical, Plumbing (MEP) Services (Year 3 of 3) – *Tony Quinn*
    a. BCER Engineering Inc.
    b. Cape Design Engineering Co.
    c. OCI Associates, LLC
    d. SGM Engineering

7. Request approval of the following RFQu #24/25-05 Continuing Services Contract Renewals for Civil Engineering (Year 3 of 3) – *Tony Quinn*
    a. Chen Moore and Associates, Inc.
    b. GRAEF
    c. Kimley-Horn and Associates, Inc.
    d. Miller-Legg

8. Request approval to update the College's Site Designations per amendments to Florida Statute 6A-14.0061 effective 8/3/26 – *Tony Quinn*

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 Okeechobee County Economic Development Corporation.

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:
The Facilities Department requests approval of the Facilities Lease Agreement between Indian River State College and the Okeechobee County Economic Development Corporation. The agreement establishes the terms and conditions for the lease of College facilities to support the needs of the Okeechobee County Economic Development Corporation.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** June 1, 2026, to May 31, 2027
2. **FISCAL IMPACT:** $0
3. **TERMINATION TERMS:** 60 days

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

Indian River State College

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 OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORPORATION ("**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, otherwise known as Suites 105, 106, and 108 located in Building C of the Dixon Hendry Campus of Indian River State College.

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 June 1st, 2026 and terminate on, May 31st, 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 **$0.00** 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 untenantable by storm, fire, earthquake, hurricane or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenantable, 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 untenantable.

10.2 If the Premises are partially destroyed or rendered partially untenantable 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 untenantable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenantable.

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:
Kaylee King, President	General Counsel
Okeechobee County Economic Development Corporation	Indian River State College
2229 NW 9th Avenue	3209 Virignia Avenue
Okeechobee, FL 34972	Fort Pierce, Florida 34981

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]

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

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

BY: _____ **DATE:** 14 SEPT 2026
Dr. Timothy Moore - President

WITNESS: _____ **DATE:** 9/9/2026
Tony Quinn - AVP of Facilities

WITNESS: _____ **DATE:** _____

USER

Okeechobee County Economic Development Corporation

BY: Kaylee King **DATE:** September 8th, 2026

WITNESS: _____ **DATE:** 9/8/2026

WITNESS: _____ **DATE:** _____

Facilities Committee Meeting Agenda Item No. 3a

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Architect/Construction/Independent Contractor Agreements

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:
The Facilities Department submits the following Architect/Construction/Independent Contractor Agreements for the following vendors and projects for approval:

Architect Agreement:

- Addendum #01 to the Architect Agreement with Spiezle Architectural Group, Clark Design — $60,000.00

Construction Agreement:

- Paul Jacquin & Son's Construction – Proposal dated 8/21/26 for IRSC Pruitt Campus J Building Refresh — $80,311.39

Independent Contractor Agreements:

- Jacquin & Son's, Inc. Change Order #004, IRSC Phase 3 Remodel Science Bldg. N — $118,587.29
- Jacquin & Son's, Inc. Change Order #005, IRSC Phase 3 Remodel Science Bldg. N — $5,879.95
- Precision Automation Inc., Crime Lab Automation System Installation — $40,211.00
- TK Elevator Corporation, Oil Line Repairs, Bracket Library, Mueller Campus — $34,721.47
- TK Elevator Corporation, Oil Line Repairs, Y Building, Massey Campus — $82,980.82

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/8/26

BOARD ACTION: DATE: 10/27/26

Indian River State College

ADDENDUM # 01
TO
Architect Agreement

This 01 Addendum is made to the Architect Agreement (the "**Original Agreement**"), contract number 06302026, effective June 23, 2026, between **Indian River State College**, in State of FLORIDA (the "**College**"), and **Spiezle Architectural Group** (the "**Contractor**").

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

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

1. **Section 1 - Scope of Services**, as defined in Exhibit A

2. **Section 3 – Term**, remains the same

3. **Section 4 – Remuneration**, is hereby amended to increase the overall contract value by $60,000.00, from "$563,430.00" to "$623,430.00" in both written and numeric amounts. Funding Summary follows:

Funding Summary	Amount	Running Total
Original Contract	$563,430.00	$563,430.00
1st Addendum	$60,000.00	$623,430.00
2nd Addendum	$0.00	$0.00
3rd Addendum	$0.00	$0.00
4th Addendum	$0.00	$0.00

4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement, contract number 06302026 between the parties shall remain in full force and effect.

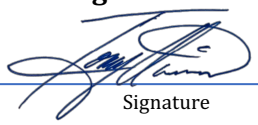
Each party is signing this agreement on the date stated opposite that party's signature.

Spiezle Architectural Group, Inc

By: Steven Siegel _____ Date: 10/7/26
Signature

Name and Title: Steven Siegel, Principal

Indian River State College - RECOMMENDED BY**:**

By:  Date: 10/7/2026

Signature

Name and Title: Tony Quinn - AVP of Facilities

Indian River State College - APPROVED BY**:**

By: _____ Date: 10/27/26

Dr. Timothy Moore, President

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

Exhibit A

PEOPLE
PASSION
PURPOSE

Revised September 23, 2026
September 9, 2026

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

Re: **Amended Proposal for Professional Services for the Renovations for Indian River State Collage at Clark Advanced Learning Center**

Dear Mr. Quinn:

Spiezle Architectural Group Inc. (Architect) appreciates the continued opportunity to work with the Indian River State College (Owner) and provide you with this amendment to the existing agreement dated September 2, 2026. Additional services include evaluation and coordination of the server room relocation and associated existing-condition impacts.
The scope also includes design and coordination for a new ceiling in Room 210, combining Rooms offices 211, 212, and 213 into one larger classroom and outdoor patio landscape design services.

Proposed Amended Scope of Professional Services:
The amended scope of work includes:

1. Server Room Equipment Relocation and Existing Conditions Evaluation
Provide architectural and engineering coordination associated with relocation of the existing server/IT equipment to the proposed location.
Services will include:

- Field review of the existing server room and affected equipment.
- Review available information regarding existing server/IT infrastructure.
- Coordinate with IRSC/IT representatives regarding equipment to remain, relocate, or be removed.
- Evaluate the proposed new server room/location for suitability.
- Review existing and proposed requirements for:
    - Electrical power.
    - Emergency/backup power, where applicable.
    - Data/communications pathways.
    - Cooling and ventilation.
    - Equipment clearances.
    - Fire protection.
    - Access and security.
- Identify modifications required to support relocation of equipment.
- Coordinate architectural, electrical, mechanical, and IT-related requirements.
- Incorporate the agreed modifications into the project documents.

2. New Ceiling & lighting– Second Floor classroom 210
Provide additional design and documentation required to add a new ceiling system within existing **Room 210**.
Services will include:

- Verify existing room and above-ceiling conditions.
- Develop a reflected ceiling plan for the room.
- Select and document the proposed ceiling system consistent with the project standards.
- Coordinate ceiling elevations and perimeter conditions.
- Coordinate modifications/relocation of affected:
    - Add new Lighting.

- HVAC diffusers and returns.
- Fire alarm devices.
- Sprinkler heads.
- Other ceiling-mounted devices.

- Prepare required architectural and engineering drawing modifications.
- Coordinate the new ceiling with existing building systems.

3. Convert Second-Floor Offices 212, 213, and 214 into One General Classroom

Provide additional architectural and engineering services to combine existing offices: **212, 213 and 214** into a single larger instructional space through removal of existing interior partitions and associated modifications.

Services will include:

- Field verification of existing conditions.
- Review existing partitions proposed for removal.
- Evaluate whether walls contain structural, mechanical, electrical, plumbing, fire protection, data, or other building systems.
- Structural review as necessary to confirm whether walls are non-load-bearing.
- Prepare demolition plans for affected partitions, doors, finishes, and building components.
- Develop the proposed combined classroom configuration.
- Coordinate flooring repair/patching at removed wall locations.
- Coordinate ceiling repair and/or modifications at removed partitions.
- Coordinate lighting revisions.
- Coordinate HVAC supply/return distribution and thermostat requirements.
- Coordinate fire alarm, sprinkler, power, data, and other affected systems.
- Review occupant load, exiting, accessibility, and life-safety implications of the larger combined room.
- Update applicable architectural and consultant drawings.

4. Outdoor Patio / Landscape Design

Provide additional landscape/site design services associated with development of the proposed outdoor patio area.

Services will include:

- Review existing site conditions and available survey/site information.
- Coordinate with IRSC regarding the intended function and anticipated use of the outdoor patio.
- Develop a conceptual patio layout.
- Coordinate pedestrian circulation and accessibility.
- Develop proposed hardscape configuration.
- Evaluate landscape modifications associated with the new patio.
- Identify planting areas and general landscape improvements.
- Coordinate site furnishings where included in the approved scope.
- Coordinate drainage implications associated with new hardscape.
- Coordinate exterior lighting requirements where applicable.
- Coordinate with architectural, electrical, and landscape disciplines as required.
- Develop design and construction-document information necessary to incorporate the approved patio scope into the project based on existing drawings.

5. Smoke Evacuation System – Rational Analysis and Design Evaluation

As requested by the official code, the Design Team will provide additional professional services to evaluate the existing smoke evacuation/smoke control system in relation to the proposed renovation work, particularly where new construction, partitions, storefront systems, ceiling modifications, or other architectural changes may affect the existing smoke evacuation strategy.

Services will include:

- Review available existing drawings and information related to the existing smoke evacuation/smoke control system.
- Review the proposed architectural modifications in areas served by the system.

- Evaluate potential impacts of the proposed construction on smoke movement, smoke zones, transfer paths, exhaust, makeup air, and associated system operation.
- Coordinate architectural, mechanical, fire protection, and life-safety requirements.
- Evaluate potential concerns associated with the proposed cafeteria enclosure and other affected spaces.
- Determine whether proposed partitions/storefronts and ceiling conditions may impact the existing smoke evacuation strategy.
- Develop a rational analysis/code narrative documenting the proposed approach and basis of design.
- Participate in coordination with the Owner and, where required, the Authority Having Jurisdiction/third-party plans reviewer.
- Incorporate required design revisions resulting from the analysis into the applicable project documents.

Preliminary Amended Project Budget:
The estimated increase in the project budget for the additional scope described above is approximately **$319,900 (Three Hundred Nineteen Thousand Nine Hundred Dollars)**, including construction costs, contingency, and soft costs. The resulting estimated base-bid project budget is **$5,586,418**, and the estimated alternates budget is **$1,699,981**. The stated total estimated new project budget is **$7,311,399**.

Proposed Amended Professional Services Fees:

The amended services outlined above shall be provided for an additional lump sum fee of **Sixty Thousand Dollars ($60,000)** Broken out per scope as follows:

- Server Room Relocation / Evaluation – $7,500
- Room 210 New Ceiling – $5,600
- Combine Rooms 211, 212 & 213 – $9,400:
- Outdoor Patio / Landscape Design – $14,500
- Smoke Evacuation Rational Analysis- $23,000

Terms & Conditions and Standard Hourly Rates:
Should any additional services be requested that fall outside the scope of work outlined in this proposal, those services will be billed according to the Standard Fee Schedule established in our current agreement. Please refer to the Terms & Conditions of our existing agreement, as they will apply to this amended proposal.

Should this proposal be acceptable please note your acceptance by signing below and returning an executed copy to us at your earliest convenience.

Thank you for the continued opportunity to work with the Indian River State College. Should you have any questions please do not hesitate to contact me.

Sincerely, Accepted:

Steven Siegel

Steve Siegel, AIA, LEED*ap*
Principal
Spiezle Architectural Group, Inc.

Date:9/23/26

Tony Quinn
Associate Vice President of Capital Planning, Projects, and Facilities
Indian River State College

Date: 10/27/26

Indian River State College

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of **9/9/2026** 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 21,2026 for IRSC Pruitt Campus J Building Refresh**located at **IRSC Pruitt Campus Bldg J 500 NW California Blvd. PSL, FL,** 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 **10/15/2026** and to fully complete all work by no later than **1/15/27**

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 **Eighty Thousand Three-Hundred Eleven and 39/100 Dollars ($80,311.39)** ("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 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

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

Contractor/Vendor/Supplier Name

Chris D. Singley
Signature

Chris D. Singley
Name and Title

PO Box 4343
Address

Fort Pierce, FL 34948
City, State, Zip

59-1640441
Unique Entity ID (sam.gov) or Tax ID

September 10, 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

9/10/2026
Date

APPROVED BY:

Dr. Timothy Moore, President

14 Sept 2026
Date

SINCE 1940

JACQUIN & SONS

CONSTRUCTION

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 Pruitt Campus J Building Refresh
Date: August 21st, 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.

Drywall Patching/Signage Replacement	$2,500.00

1. This proposal includes removal of existing floor finishes.
2. This proposal includes installation of Interface/Cubic carpet tiles at entryways and Interface/Natural Woodgrains LVP at remaining hallway areas. This includes all transitions necessary.
3. This proposal includes painting all interior walls, drywall ceilings and both sides of door frames/storefront system at café.
4. This proposal includes removal and replacement of (6) existing 2x4 light fictures and (25) 10" downlights.
5. New 2x4 light fixtures will be Tamlite STVLED24-60DL850. New 2x2 light fixtures will be ~~Tamlite STVLED22-60DL850. New 10" downlights will be SATCO 21603 LED.~~
6. All light fixtures connect to existing circuits as direct replacement.

SINCE 1940
JACQUIN & SONS
CONSTRUCTION

Mailing Address
PO Box 4343
Fort Pierce, FL 34948

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

7. No other work is included in this proposal other than what is listed above.

SINCE 1940

JACQUIN & SONS

CONSTRUCTION

Exhibit B

Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

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

CONSTRUCTION MANAGER
IRSC Pruitt Campus J Building Refresh
500 NW California Blvd. PSL, FL
August 21st, 2026

SCOPE OF WORK	REMARKS	PRICE
Flooring	Carpet Tile/LVP	$27,500.00
Painting		$11,150.00
Lighting		$23,726.00
Acoustic Ceiling tiles	Replace emergency test switch tiles	$750.00
Drywall Patching/Sign Replacement	Allowance	$2,500.00
Total Subcontractors Cost		$65,626.00
General Conditions		$3,500.00
Builders Risk Insurance	By Owner	$0.00
Liability Insurance		$984.39
Construction Phase Fee		$2,900.00
Subtotal		$73,010.39
Overhead & Profit		$7,301.00
Contingency		$0.00
Subtotal		$80,311.39
Bond	Under threshhold	$0.00
Grand Total		$80,311.39

Indian River State College

CHANGE ORDER FORM

Change Order No. 004 Contract ID No. Architect's Project N 250003 Date 9.14.26

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 09/10/2026 are hereby being designated for approval of the following work:

This Change Order: CO#004 – IRSC Phase 3 Remodel Science Building "N"

ASI and RFI Scope changes
Total Increase.....$118,587.29

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 **$118,587.29**.

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
Change Order #4	ASI and RFI scope changes	0	$118,587.29
Current Totals			$9,290,101.51

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 BD+C - Principal Name and Title (print) Signature	September 14, 2026 Date
Paul Jacquin & Sons, Inc Contractor (Name of Firm)	Cole Singley - Project Manager Name and Title (print) Cole Singley Signature	9/15/2026 Date
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print) Signature	9/15/26 Date

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

CONTRACT STATUS		APPROVAL	
Original Contract Value	$ 8,968,372.06	PRESIDENT (or Authorized Designee) *	9-23-26 DATE
Aggregate Previous Contract increases by CO/Amendment	$ 203,142.16		
Aggregate Previous decreases by CO/Amend	$0	Department VICE PRESIDENT (or Authorized Designee)	DATE
Value After Prior COs/Amend	$ 9,171,514.22		
This CO/Amend Increases ☒ Decreases ☐	$ 118,587.29	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	$9,290,101.51	(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 [ ]

SINCE 1940
JACQUIN & SONS
CONSTRUCTION

PROJECT:

IRSC Phase 3 Remodel Science Building "N"

3209 Virginia Avenue
Fort Pierce, Fl 34981

CHANGE ORDER NUMBER: 4

INITIATION DATE: 9/10/2026

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. Replace flooring at 3rd floor offices per ASI#2		$9,600.00
2. ASI#5 - Electric/Lighting scope changes		$21,052.28
3. ASI#5 - Low voltage scope changes		$20,515.00
4. ASI#5 - HVAC scope change		$20,175.60
5. ASI#5 - Acoustic Ceilings		$990.00
6. ASI#5 - Flooring change to LVP & fill in at old panters		$4,000.00
7. Window Shades for restrooms		$1,200.00
8. Roof duct stands/deck mounted with proper flashing per RFI #21 (194 stand legs)		$34,400.00
Subtotal		$111,932.88
Overhead & Profit		$5,596.64
Bond		$1,057.77
	Change Order Total	**$118,587.29**

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	$203,142.16
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was	$9,171,514.22
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased~~) (~~unchanged~~)	$118,587.29
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be	$9,290,101.51

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*
80 Royal Palm Point, Suite 404	**P.O. Box 4343**	**3209 Virginia Avenue**
Vero Beach, FL 32960	**Fort Pierce, FL 34948**	**Fort Pierce, FL 34981**
By:	By: Cole Singley	By:
Date: September 14, 2026	Date: 9/10/2026	Date:

HARDfinishes

3812 CROSSROADS PKWY, FORT PIERCE, FL 34945
(772) 882-5748 —— info@HardFinishes.net

CHANGE ORDER

261194

SOLD TO	SHIP TO
JACQUIN & SONS, INC. 7348 COMMERCIAL CIR. FORT PIERCE, FL 34951	IRSC N BUIDLING – 3RD FLOOR/REPAIRS 2809 VIRGINIA AVE. FORT PIERCE, FL

CO NUMBER	CO DATE	CONTACT NUMBER	JOB NAME
261194	07/23/2026	(772) 465-2475	IRSC/N 3RD CO

CHANGE ORDER DETAIL

Furnish & install;
Area: 3RD Floor - Hallways
Scope of work: Grind existing epoxy type flooring in hallways at doorways on North end of building where walls were moved [approx. 400SF]; remove cut pieces of glue down LVT and replace with full pieces of new Interface/Natural Woodgrains 4.5mm Washed Wheat [approx. 700SF] and Roppe 4" Dolphin cove base [approx. 120LF]– blend all new + old flooring

Price includes: Grind existing floor, prep slab where needed, grind existing epoxy type cove base + prep wall where needed to allow for vinyl cove base, vinyl plank as specified, appropriate adhesive, vinyl plank installation, cove base as specified, appropriate adhesive, cove base installation, blending of new and old flooring, transitions at doorways, and freight.

Thank you for your business!

TOTAL:	$9,600.00
DEPOSIT:	$0.00
BALANCE:	$9,600.00

4111 Bandy Blvd
Fort Pierce, Fl. 34981
772-742-8788

BLYCO ELECTRIC

CHANGE ORDER PROPOSAL

DATE: July 28, 2026

TO: Jacquin & Sons, Inc.

ATTENTION: Cole Singley

PROJECT: IRSC Building N - Science Center Remodel

PROPOSAL # 009R

DESCRIPTION: ASI #5 changes - added IT room

Gentlemen,

We herein submit our proposal in the amount o $ 21,052.28 to perform the additional work as required in the above referenced project. Please advise in writing, by change order, acceptance of this proposal so the work can be incorporated in our schedule. This proposal is valid for a period of no longer than 15 days and requires an extension of contract time in the amount of TBD days. This proposal is based solely on the usual cost elements such as labor, material and normal markups and does not include disruption, rescheduling, extended overhead, overtime acceleration and/or impact cost and the right is expressly for any and all of these and related items of cost prior to any final settlement of this contract. It is further understood that the General Contractor is fully responsible for payment of this change order once he issues a directive to proceed regardless if he has been paid by the owner. **No work shall be started until reciept of approved Change Order**

Respectfully Submitted,
Blyco Electric LLC

Patrick Bly Jr.
Project Manager

COP #: 009R
Date: 7/28/26
Project: IRSC Building N PH3
To: Jacquin & Sons, Inc.
Attn: Cole Singley

Scope of Work

This proposal includes furnishing all labor, material, and supervision necessary to complete the electrical work associated with **ASI #5**, which adds a new IT Room and associated electrical infrastructure.

The work includes, but is not limited to, the following:

- Provide and install one (1) new **208V, 30A, 2-pole branch circuit** complete with the required receptacle as indicated by ASI #5.
- Provide and install two (2) **120V, 20A quad receptacles** mounted on the IT ladder rack system (one receptacle per rack).
- Provide and install four (4) new **120V, 20A duplex convenience receptacles.**
- Provide and install one (1) dedicated **120V, 20A branch circuit** for the security panel, complete with hardwired connection.
- Furnish and install two (2) new **3-inch raceways** routed through the corridor soffit, including penetrations through two (2) concrete block (CBS) walls.
- Furnish and install (12) **4-inch EMT sleeves** through concrete block (CBS) walls serving the IT room. Proposal includes firestopping of all new fire-rated wall penetrations.
- Provide and install one (1) new **208V, 20A branch circuit** serving the IT room mini-split condensing unit located on the roof.
- Furnish and install one (1) **30A NEMA 3R non-fused disconnect** adjacent to the roof-mounted condensing unit.
- Provide and install one (1) **#6 AWG grounding conductor** to the IT room telecommunications grounding busbar.
- Furnish and install two (2) **4-inch sleeves through the floor/ceiling deck** serving the new IT room.
- Provide and install four (4) new 4-foot LED strip light fixtures complete with all associated branch circuit wiring, conduit, supports, and terminations within the new IT Room.

Proposal includes all conduit, conductors, sleeves, fittings, supports, core drilling, grounding, terminations, firestopping, and miscellaneous materials required for a complete installation of the above-described scope.

Inclusions

- All labor, supervision, equipment, materials, and installation required for the work described above.
- Branch circuit wiring and conduit.
- Raceway supports and miscellaneous mounting hardware.
- Firestopping of new penetrations associated with this scope.
- Grounding and bonding associated with the new IT room.
- Roof-mounted NEMA 3R disconnect for the mini-split condensing unit.
- Four (4) new 4-foot LED strip light fixtures complete with associated wiring, supports, and installation.

COP #: 009R
Date: 7/28/26
Project: IRSC Building N PH3
To: Jacquin & Sons, Inc.
Attn: Cole Singley

Exclusions

Unless specifically noted above, this proposal excludes:

- Furnishing the mini-split HVAC equipment.
- Refrigerant piping, condensate piping, controls, startup, and commissioning of the HVAC system.
- Telecommunications equipment, server racks, ladder racks, patch panels, switches, and all low-voltage equipment.
- Low-voltage cabling and terminations.
- Fire alarm modifications.
- Roofing repairs or warranty work by others.
- Architectural patching, painting, or finish repairs.
- Structural modifications beyond the penetrations specifically identified herein.
- Permit fees, engineering, inspections, or utility company fees unless specifically noted.

Qualifications

- Proposal is based solely on the revisions issued under **ASI #5**.
- Existing electrical distribution equipment is assumed to have adequate capacity to accommodate the new branch circuits.
- Any additional work resulting from unforeseen field conditions, concealed conditions, or future revisions beyond ASI #5 shall be considered outside the scope of this proposal and may require additional compensation.

CHANGE ORDER PROPOSAL

DATE: Tuesday, July 28, 2026

PROJECT # IRSC Building N - Science Center Remodel

COP#: 9R

DESCRIPTION: relocate 2 switches for smoke/evac windows

GC.: Jacquin & Sons, Inc.

1	ELECTRICIAN MANHOURS	140.86	
2	SUPERVISION	14.09	
3	ELECTRICIAN LABOR COST	9156.10	
4	SUPERVISION LABOR COST	1,267.77	
5	TOTAL LABOR COST		10,423.86
6	MATERIAL LINE ITEMS	4,627.08	
7	MISC. MATERIAL	452.53	
8	MATERIAL COSTS (LINES 6 & 7)	5,079.61	
9	VENDOR QUOTES : CES Lights + JCI FA	2,147.00	
10	SALES TAX 7%	505.86	
11	TOTAL MATERIAL COSTS		7,732.47
12	PERMIT	0.00	
13	PROJECT MANAGER		
14	SMALL TOOLS	150.00	
15	EQUIPMENT RENTAL		
16	ESTIMATING	0.00	
17	MISCELLANEOUS	0.00	
18	TOTAL DIRECT JOB COST (LINES 12-17)		150.00
19	TOTAL PRIME COST (LINES 5, 11, 18)		18,306.33
20	OVERHEAD/ PROFIT/BOND 15%		2,745.95
21	TOTAL CHANGE ORDER PROPOSAL		21,052.28

Network Cabling Solutions, Inc.
2753 Vista Parkway
Suite J-1
West Palm Beach, FL 33411

(561) 684-8107
sales@networkcablingfl.com
https://networkcablingfl.com

QUOTE

Quote	Indian River State College Change Order # 1 New
Description	IT room 216 Revised
Quote Number	202600431
Quote Date	July 2, 2026
Total	$20,515.00

Jacquin & Sons
7348 Commercial CIR.
Fort Pierce, FL 34951
(772)465-2475
Cole Singley
Cole.singley@pjsi.com

Item	Description	Unit Cost	Quantity	Line Total
	1. Buildout new IT room 216 follow page T-400 add 4 post racks 2. Run a 12 strand Single mode fiber from existing closet to the New IT room.	$15,665.00	1	$15,665.00
	1. Demo rack encloser in room 204 and 227 and move rack to get clearance for the electrical panels.	$4,850.00	1	$4,850.00
			Total	$20,515.00

CABLE TESTING AND VERIFICATION REQUIREMENTS

NCSI shall test 100% of all cables installed, furnished, or terminated during delivery of this proposal with a Fluke DTX 8000 Category-8 scanner.
All cables shall be tested, with notes made of the progress. Repairs will not be made during the testing process. Upon completion of the cable testing, any cables noted as failing shall be repaired and re-tested.
Testing of the entire cable plant shall be documented. This includes all cable types. All test documentation shall be placed into a final documentation package.

CONTRACTOR DOCUMENTATION

NCSI will provide to the Customer a complete documentation package. This documentation package shall consist of, but not be limited to, the following:

- Floor Plans
- Cable Schedules (all cable types)
- Verification Documentation

Customer Responsibility
Customer will:

- Assign a representative to the project that, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to consult with NCSI as required. 9/10/2026
- Provide all necessary information regarding the Customer's site.
- Provide cable drop locations.
- Notify NCSI of any potential safety or health hazards that may exist at the site such as asbestos or other toxic materials.

Certain standard terms and conditions will govern all work performed under this Scope of Work. NCSI shall:

- Act in a highly professional manner with an emphasis on Customer satisfaction.
- Adhere to work hour from 7:00 a.m. – 3:30 p.m. at all times, unless otherwise specified in the Contractor requirements, or by the Customer.
- Provide all necessary permits and licenses.
- Meet all building and code requirements, and obey all local, state and federal laws.
- Provide uniforms for all employees that will be on site during construction. Uniforms shall be kept neat, clean and in good repair.
- Include only material that will provide a high-quality installation.
- Provide installation services, which result in a cable plant that provides a high-quality appearance upon completion.
- Provide testing of 100% of the cable installed, terminated, or provided. This includes coax, fiber and twisted pair cables.
- Provide clean up of all work areas and installation points. This clean up shall meet the Customer's approval.
- Adhere to the design drawings and design blueprints as much as is physically possible. Any changes due to architectural constraints or Customer request shall be reviewed with the Customer prior to implementation. Under no circumstances shall the functionality of the cable plant be changed without notification of the Customer.

GRIMES HEATING & AIR CONDITIONING
3054 N. U.S. #1 • FORT PIERCE, FL 34946 • PHONE: 772-461-8711 FAX 772-461-8722
• LIC. #RA0018071, #CAC1818462

CHANGE ORDER PROPOSAL – ASI #5

Date: July 16, 2026

To: Jaquin & Sons Construction, Attn: Cole Singley
Project: Phase 3 Remodel – Science Building "N", Indian River State College, Massey Campus, 3209 Virginia Avenue, Fort Pierce, FL 34981
Architect / Project No.: Spiezle Architectural Group, Inc. – Commission No. 25U003
Reference: ASI No. 5, dated June 19, 2026 – Conversion of Office 216 to IT Room 216 (revised sheets A1.2, A3.1, A4.2, M0.2, M1.2, M3.1, M6.1, P1.2, ED1.2, E0.2, E1.2, E3.1, E6.1, T400)

BASIS OF PRICING

Pricing represents the net difference (add) between the ASI No. 5 revised documents dated 6/19/2026 and the contract documents in effect immediately prior to ASI No. 5 (100% Construction Documents dated 11/19/2025, as modified by Addendum No. 1 and ASI Nos. 1–4). Only the clouded/revised work is included herein.

SCOPE OF WORK – ADDITIONS

- Remove VAV terminal unit N-VAV-2-1.7 from service; demolish and cap previously run ductwork serving Room 216 per revised Sheets M0.2 and M1.2.
- Furnish and install one (1) new 2-ton Daikin ductless cooling-only split system serving IT Room 216 (IDF): wall-mounted indoor unit FTKF24AXVJU (N-AC-2-3) and outdoor condensing unit RXF24AXVJU (N-CU-2-3), R-32, complete with factory seacoast coating and hard-wired wall-mounted remote controller per the M0.2 schedule, including:
- 16"x16" 18-gauge galvanized roof curb and line jack for the refrigerant piping roof penetration.
- Equipment stands on roof for the mini-split condenser, with hurricane-rated tie-downs.
- Insulated refrigerant line set, approximately 150 LF, routed from the roof-mounted condensing unit down to the indoor unit on the 2nd floor, including nitrogen brazing, pressure test, evacuation, and R-32 trim charge for the extended run.
- Core drilling of (4) 3" holes — through the roof deck, the 3rd floor slab, and two interior walls — including UL-listed firestopping of all penetrations.
- Condensate drain piping with condensate pump, insulated, routed to an approved discharge point.
- Coordination with the controls company for thermostat/remote controller locations, condensate pump safety interlock, and BMS point revisions per revised Sheet M6.1.
- Rig and hoist condensing unit and materials to the roof; nitrogen brazing, pressure test, evacuation and R-32 trim charge; startup, commissioning support, and one (1) year warranty.

PRICING BREAKDOWN

Subtotal – Material, Equipment & Subcontracts	$11,675
Subtotal – Labor	$4,320
Sales Tax on Materials (7.0%)	$818
Subtotal	$16,813
Overhead & Profit (20%)	$3,362.6

TOTAL LUMP SUM ADD – ASI #5	$20,175.60

Field labor rate $75.00/hr (journeyman HVAC/pipefitter, fully burdened); office/PM rate $85.00/hr.

SCHEDULE

- Equipment lead time: approximately 1–2 weeks after receipt of approved submittals. We request a contract time extension of ten (10) calendar days for incorporation of this work.

CLARIFICATIONS

- Condensate disposal is proposed via condensate pump
- Indoor unit N-AC-2-3 is powered from outdoor unit N-CU-2-3; all line-voltage power wiring, disconnects, and interconnecting power wiring (3#10 AWG in 3/4" conduit) are by Division 26 per Sheets E0.2 / E1.2.
- Work is figured during normal working hours; premium time is excluded.

EXCLUSIONS

- Electrical power wiring, circuit breakers, disconnects and fire alarm work (Division 26/28), including panel 2LB circuit revisions.
- Roof flashing and tie-in of the new curb and line jack into the existing roof system (by roofing contractor of record to maintain roof warranty).
- Architectural work: wall, door, ceiling and finish modifications at Room 216 (Sheets A1.2 / A4.2), including door undercut.
- Painting, patching and general construction repairs beyond firestopping of our own penetrations.
- X-ray / GPR scanning of slab prior to coring (available as an add if required by Owner).
- Permit fees, utility fees and impact fees.
- Any work associated with Phase 4 documents (Project 26U004) referenced on Sheet T400.

PAYMENT TO BE MADE AS FOLLOWS:
ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN-LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXCUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN"S COMPENSATION INSURANCE.

Note: This Proposal may be withdrawn by us if not accepted within 30 days

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 AND PER THE ATTACHED RIDER.

Respectfully submitted,

Zachary Brantley
Grimes Heating and Air Conditioning

Accepted By: _____ Date: _____
[General Contractor / Construction Manager]

PROPOSAL/CONTRACT

A-1

CONSTRUCTION CO., INC.

ACOUSTIC CEILINGS

STATE CERTIFIED
#CBC 1254504

440 SOUTH MARKET AVENUE
FT. PIERCE, FL. 34982
PH.# 772-465-6730 FAX# 772-465-0479
E-MAIL: A1CONS2@AOL.COM

ED & DAVE BLACK
FAMILY OWNED
SINCE 1974

SUBMITTED: PAUL JACQUIN & SON'S CONSTRUCTION

PHONE:

DATE: 8-19-26

ADDRESS:

JOB NAME: IRSC (DATA ROOM)

CITY,STATE,ZIP:

LOCATION: FORT PIERCE

LABOR AND MATERIAL TO INSTALL A 2'X 2'X 15/16" WHITE TEE-BAR GRID SYSTEM. CEILING PANEL TO BE CERTAINTEED SYMPHONY M SQUARE EDGE.

----------TOTAL:$990.00----------

PLEASE RETURN SIGNED COPY OF PROPOSAL AND A NOTICE OF COMMENCEMENT

WE PROPOSE TO FURNISH LABOR AND MATERIAL—COMPLETE IN ACCORDANCE WITH ABOVE ESTIMATES, FOR THE SUM OF:

PAYMENT TO BE MADE AS FOLLOWS:

ALL WORK TO BE COMPLETED IN A SAFE WORKMANLIKE MANNER. THERE WILL BE A DELAY OF WORK ON PAST DUE INVOICES. NOTICE OF NON-PAYMENT ARE AUTOMATICALLY SENT TO OWNERS ON INVOICES THAT ARE PAST DUE. ALL OF OUR WORKERS ARE COVERED BY WORKMANS COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE:_____

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ___30___ DAYS.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES AND CONDITIONS ARE SATISFACTORY AND ACCEPTED. YOU ARE HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE:_____ SIGNATURE: _____

PRINT NAME _____

FBC FLORIDA BLINDS CONTRACTORS
ON TIME, ON BUDGET, EVERY TIME

Orlando Office: 5401 S. Kirkman Rd. Suite 310
Miami Office: 150 SE 2nd Ave 3rd Floor
Phone Number: 321-558-8870
Estimating Contact: Michael Thomas

CO-2

August 13, 2026

Attention: estimating

Project Re: IRSC-PLANETARIUM

-BATHROOM- ROLLER WINDOW SHADES

4ea. 3% manual clutch solar shades with fascia. Furnished and installed according to architect specifications on bathroom windows.

TOTAL PRICE: 1,200.00

Construction Bid Form

Contractor Information

Company	All Systems Roofing LLC.
Name	Hunter Moore
Address	3807 Oleander Ave
City, State ZIP	Fort Pierce, Florida 34982
Phone	(772) 777-5550
Email	Hmoore.allsystemsroofing@gmail.com
Project Name	Building N IRSC
Estimated completion date:	

Customer Information

Name	
Address	
City, State ZIP	
Phone	
Email	
Roof Type Quoted	Mod Bit Repairs / Cap Metal

Scope of Work

All Systems Roofing LLC will have an onsite trash/recycle container for debris and waste material from roof project

Installation of repair:

- Install 194 duct support legs
- Flash all curbs/ leg stands
- Licenses, insurance, hoisting, clean up, labor and materials are included.

- Have a TREMCO Representative on site during roof renovations to ensure warranty is not voided

- Bid does not include performance/bid bond. If necessary please contact us.

Excludes the following, other exclusions may apply if not listed above

- All sheet metal, including vents, unless in above scope this excludes guttering, scuppers, leader heads and downspouts.
- Aluminum screen, patio or accessory structures connected to the new conventional roof systems and leaks they have before, during or after roof is installed.
- Roof truss to wall strapping of any type.
- Excludes roof to wall strapping of any type
- Excludes wind mitigation, 4-point or other types of home inspections
- Waterproofing in any other areas is by others.
- All wood blocking and related woodwork, fascia, soffits, unless included above.
- Gas venting roof systems, new pipe stacks would be provided and installed by a mechanical contractor we would provide the flashing of provided and installed fixture.
- All/Any lightning protection.
- Any roof mounted satellite dish remounting (must be coordinated with provider to mount off roof surface).
- Any stucco work, including above the counter flashing or at any wall areas unless stated above.
- Any Skylights that are being re-used are subject to cracking and failure from the removal. We do not warranty any condition of these units before, during or after the roof project is started or completed. Some debris from attic or roof may fall into home or lower lenses at removal, we highly recommend placing a drop cloth below any skylight. There is no warranty or work included for the interior chase or ceiling areas. Skylights sizes and depths change, and some modification may be required to install them. Any drywall, painting or other work from our installation is specifically excluded.

Job Proposal

Percentage	Description	Dollars
100.00%	Estimated Total Amount	$34,400.00

Payment Informations

All payments are due five (5) days from the date of invoicing. If payments are not made on time, interest at the rate of one and five tenths percent (1.5%) per month will be added to the final costs. The first monthly interest rate (1.5%) will automatically be added to total costs if payment exceeds the five day period from the date of invoice. If the invoice goes unpaid for more than 6 months the costs of incdental to collection, plus attorney's fees shall be added to the unpaid balance and shall be due from the Owner.

If progress payments are late, work may be terminated until payments are made.

Terms & Conditions

All Systems Roofing LLC is liable for any property damage that is caused by us during the construction process

Please note, although great care will be taken to protect all plants, and grass from any damage, some minor damage may occur. Grass in the path around the house will be walked on daily. While this will cause minor stress to the grass, ASR will not be responsible for replacing any sod. Plants around the house will be covered by a tarp during the removal process, and the weight of this may cause some damage to the foliage. ASR will not be responsible for damaged plants.

All Systems Roofing LLC will make every attempt to keep its roofing systems watertight during construction. However, All Systems Roofing LLC does not warrant or guarantee roof water tightness until the roof is 100% complete.

Pictures will be taken of the interior and exterior of the home to document all previous damages. A signature will be required by the owner of the property before work can start. Payments are to be made in full and on time

Everything must be in writing as there are NO VERBAL AGREEMENTS

The price is subject to change due to hidden conditions and approved change orders
The quoted price is only valid for 30 days from the day the quote is given to the client

HUNTER MOORE, OWNER

Representative Print (Company Representative)

Representative Signature (Company Representative) **Date**

Client Acceptance & Authorization

By signing this bid form, the client accepts the Scope of Work, Job Proposal, Miscellaneous Conditions, Required Disclosure, and the Terms & Conditions. As well as authorizing *All Systems Roofing LLC* to begin construction on the agreed start date.

Customer Print (Home Owner or Authorized Representative)

Customer Signature (Home Owner or Authorized Representative) **Date**

Indian River State College

CHANGE ORDER FORM

Change Order No. 005 Contract ID No. Architect's Project N 250003 Date 9.23.26

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 09/23/2026 are hereby being designated for approval of the following work:

This Change Order: CO#005 – IRSC Phase 3 Remodel Science Building "N"

Provide and install (2) marker boards
Total Increase.....$5,879.95

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 **$5,879.95**

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
Change Order #4	ASI and RFI scope changes	0	$118,587.29
Change Order #5	Marker Boards	0	$5,879.95
Current Totals			$9,295,981.46

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) Signature	October 6, 2026 Date
Paul Jacquin & Sons, Inc Contractor (Name of Firm)	Cole Singley - Project Manager Name and Title (print) Cole Singley Signature	10/06/0206 Date
Indian River State College - Employee Recommending Change Order Approval	Tony Quina AVP Name and Title (print) Signature	10/7/2026 Date

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

CONTRACT STATUS		APPROVAL	
Original Contract Value	$ 8,968,372.06	PRESIDENT (or Authorized Designee) *	10-7-26 DATE
Aggregate Previous Contract increases by CO/Amendment	$ 321,729.45		
Aggregate Previous decreases by CO/Amend	$0	Department VICE PRESIDENT (or Authorized Designee)	DATE
Value After Prior COs/Amend	$ 9,290,101.51		
This CO/Amend Increases ☒ Decreases ☐	$ 5,879.95	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	$9,295,981.46	(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 [ ]

SINCE 1940
JACQUIN & SONS
CONSTRUCTION

PROJECT:

IRSC Phase 3 Remodel Science Building "N"

3209 Virginia Avenue
Fort Pierce, Fl 34981

CHANGE ORDER NUMBER: 5

INITIATION DATE: 9/23/2026

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. Provide and install the following marker boards: (1) 4'x10' Room 306		
(1) 4'x10' Room 314, (1) 5'x12' Room 214.		$5,200.00
2. Relocate (2) marker boards		$350.00
Subtotal		$5,550.00
Overhead & Profit		$277.50
Bond		$52.45
	Change Order Total	**$5,879.95**

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	$321,729.45
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was	$9,290,101.51
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased) (unchanged~~)	$5,879.95
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be	$9,295,981.46
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: Cole Singley	By:
Date: 09/24/26	Date: 9/24/2026	Date:

Florida Visual Display Products Inc
d.b.a.
Florida Chalkboard Co.

Distributors for
Claridge

Sales Office: Sales & Estimating (Bill Haines) (Tim Woodward)
email: sales@floridachalkboard.com
PO Box 70 Tarpon Springs FL 34688 727-944-4904 Fax 727-944-2904

Corporate Office: Administration & Project Manage (Ashley Parker)
email: manage@flchalkboard.com
PO Box 1360 Apopka FL 32704 407-889-0087 Fax 407-889-4378
FEDX / UPS: 1428 E. Semoran Blvd Suite 103 Apopka FL 32703

Quote/Proposal

To: Jacquin & Sons

Attn: Cole

Date: Thursday, September 24, 2026

Project: IRSC Science Bldg N Add

Markerboards

Including: Wall Mounted Markerboards by "Claridge".
Excluding: All wood blocking, boards that may appear on millwork/operable walls, demo work.

1 each 4' x 10' Markerboard in (306)

1 each 4' x 10' Markerboard in (314)

1 each 5' x 12' Markerboard in (214)

1 each Relocate Markerboard in Room 128

1 each Relocate Markerboard in Room 225

Total Installed, sales tax included ..... $ 5,550.00

1. Pricing is pursuant to acceptance within 30 days and returned to the office of the undersigned at the address in Tarpon Springs/Apopka as reflected herein. Orders shipping beyond 180 days are subject to price review and or cancellation unless updated prices are agreed upon. Price does not contain escalation unless noted otherwise.
2. Fabrication and Delivery of materials will be supplied within 8 - 10 weeks after approved shop drawings & color selections are received.
3. The unloading of materials at job site shall be performed by others, on delivery only jobs.
4. Invoices shall be submitted when materials are shipped and shall be due and payable on or before the 10th day of the month thereafter.
5. This quotation is contingent upon credit terms in effect at the time of shipment, and Florida Chalkboard Co. reserves the right to refuse shipment if, within their discretion, credit is refused and unless the buyer shall make payment of the invoice for materials prior to delivery.
6. Any invoice not paid, as set forth above will incur a late payment penalty of 1.5% per month thereafter until said account shall be discharged.
7. Seller shall not be liable for failure, inability or delay in shipping, if such failure is due to an act of god, war, labor difficulties, accident, inability to obtain raw materials, or any other cause of any kind whatever beyond the control of seller.
8. That in the event any invoice as submitted pursuant to the terms hereof is not paid, as agreed hereto, that the buyer shall be responsible for all cost and Attorney's fees incurred in connection with the enforcement of the undersigned's rights, whether or not suit is initiated, including, but not limited to, cost and attorney's fees incurred in relation to the appeal of any adverse judgment in the event of litigation.
9. **LEED certified products: NO**

We appreciate the opportunity of submitting this proposal to you and trust that we shall have the pleasure of serving you.

Florida Chalkboard Co.
William C Haines

Indian River State College

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

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

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

WHEREAS **PRECISION AUTOMATION INC** (the "**Contractor**") having a principal place of business **at 637 Rasley Road New Smyrna Beach, FL-32168 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: **Indian River State College Massey Campus Crime Labs additional equipment necessary for a fully functional Building Automation System installation** to be provided in accordance with the Contractor's Proposal dated 10/17/2025 **[Based on Proposal # 25129CO]** 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 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: **Forty-Thousand Two-hundred Eleven and no/100 dollars ($40,211.00)** and under no circumstances whatsoever shall the fee exceed, **Forty-Thousand Two-Hundred Eleven and no/100 dollars ($40,211.00)** 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 contact or incorporated herein by reference shall be null and void.

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

a. Standard Workers' Compensation coverage as required by Florida law.

b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $1,000,000 for each occurrence.

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

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

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

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of

this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

PRECISION AUTOMATION INC
Contractor/Vendor/Supplier Name

Digitally signed by Megan Sherman
DN: cn=Megan Sherman, o=Precision Automation Inc., ou, email=megan@precisionautomationinc.net, c=US
Date: 2026.09.08 13:52:00 -04'00'

Signature

Megan Sherman
Name and Title

637 Rasley Road
Address

New Smyrna Beach, FL 32168
City, State, Zip

20-5434818
Unique Entity ID (sam.gov) or Tax ID

9/8/2026
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

9/9/2026

Date

APPROVED BY:

Dr. Timothy Moore, President

14 Sept 2026

Date

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

Exhibit A

Precision AUTOMATION INC.

...empowering people with technology

637 Rasley Road New Smyrna Beach, FL 32168 Phone (386) 409-3310

Project Quote

September 3, 2026 **Quote Number – 25129CO**

TO: INDIAN RIVER STATE COLLEGE
ATTN: FRANKIE LATCHMAN

1. Project Background and Description

Indian River State College Crime Lab

2. Project Scope

We are pleased to provide the following proposal to furnish and install additional equipment necessary for a fully functional Building Automation System installation. Based on the provided mechanical drawings, specifications, and on-site investigation our scope is as follows:

- Furnish and Install MACH ProSys native BACnet building controller for control of 3 Lab Rooms. Includes all specified peripheral devices for proper sequence of operation.
  Peripheral Devices Included:
  - SmartSensor Digital Space Temperature/Humidity w/set point adjustment
  - Supply Air Temp Sensor
  - Supply and Exhaust Air Flow Sensors
  - Heater Control Relays
  - Exhaust Fan Duct Static Pressure Sensor
  - Belimo Exhaust Fan Bypass Damper Actuator
  - Belimo Fast Acting Actuator for Supply Air Venturi Valve
  - Belimo Fast Acting Actuator for Exhaust Air Venturi Valve

*The price of the of the RC-FlexAir and associated peripheral devices originally quoted for the 3 Lab Rooms has been deducted from the total price to provide the final quoted price.

- Furnish and Install 5 TEL Lab Hood Controls systems. Includes all specified peripheral devices for proper sequence of operation.
  Peripheral Devices Included:
  - Hood Control Display
  - Hood Relay Panel
  - Hood Air Flow Meter
  - TEL Hood Venturi Valve Actuators
  - BACnet Communication Module
  - TEL Sash Position Sensors
- Provide trend logs for all BACnet points to monitor operating conditions and assist with troubleshooting faulty systems.
- Provide Graphical User Interface pages for all equipment controlled. GUI's include: facility floor plans, summary pages, and equipment graphics.
- Network connections to be provided by owner as needed.
- Owner Training on HVAC control system as specified
- One-year warranty on this scope of work. Reliable Controls devices have an industry leading 5-year manufacturer's warranty from date of manufacture.

3. Project Exclusions

- Any work associated with existing chilled water system
- High Voltage Wiring
- Motors/Starters
- No Fire Alarm work included in our bid although we will assist with connection to FA system contacts supplied by others.

QUOTE TOTAL = $40,211.00

STANDARD TERMS & CONDITIONS

1. ACCEPTANCE – No proposal made by Precision Automation Inc. shall be binding until accepted and acknowledged by Precision Automation Inc. subject to these terms and conditions. Orders are subject to acceptance within thirty days from the date of the proposal's issuance. **No alteration, modification or change of such terms as may appear on the Buyer's purchase order shall be binding upon Precision Automation Inc. unless expressly agreed by Precision Automation Inc. in writing.** Any delay in shipment caused by Buyer's actions will subject prices to increase to prevailing prices during that period of delay.

2. PERFORMANCE – Precision Automation Inc. shall be obligated to furnish only the scope of work and materials described in the above proposal.

3. PAYMENT – Standard payment terms for goods shipped hereunder will be "cash in advance of shipment". However, in most situations (unless Buyer's credit account is Past Due or Delinquent), open account credit terms of "Net cash 30 days" from completion date will apply. When open account terms are approved and agree, Precision Automation Inc. reserves the right to add to any account outstanding for more than 60 days from the date of shipment or invoice or more than 30 days past due, whichever occurs first, a finance charge of 2.5%of the principal amount due at the end of each 30 day period thereafter. Accounts referred to an outside collection agency will be subject to an additional collection fee of 20% plus any additional direct costs of collection, related fees or charges. Otherwise, all collection costs, court costs and attorney's fees will be included in the total amount due. A 4% processing charge will be added to all credit card transactions for invoices greater than $2,500.00.

4. TAXES AND FEES – Applicable payment/performance bonds, taxes, and permitting fees are included in this proposal.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize Precision Automation Inc. to proceed.

Name	Title	Date

Approved By _____ Date _____

Approved By _____ Date _____

Indian River State College

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

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

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

WHEREAS **TK Elevator Corporation** (the "**Contractor**") having a principal place of business **at** [**1669 Old Dixie HWY Vero Beach FL 32960**]**USA** is qualified to provide the services required by the College.

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

1. Scope of Services. The Contractor shall perform services as follows: [Oil Line Repairs]to be provided in accordance with the Contractor's Proposal dated 8/18/2026 **[Based on Proposal #** [2026-2-2146640]] 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 Brackeet Library 6155 College Ln Vero Beach, FL 32966**

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

4. Remuneration. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Thirty-four Thousand Seven Hundred Twenty-One and 47/100 Dollars** [**($34,721.47**)] and under no circumstances whatsoever shall the fee exceed,
Thirty-four Thousand Seven Hundred Twenty-One and 47/100 Dollars [**($34,721.47**)] The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

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

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

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

a. Require the Contractor to work exclusively for the College; and
b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
d. Provide more than minimal training for the Contractor; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

TK Elevator Corporation
Contractor/Vendor/Supplier Name

Jennifer Mals Digitally signed by Jennifer Mals Date: 2026.09.21 15:34:50 -04'00'
Signature

Jennifer Mals, Contract Analyst
Name and Title

788 Circle 75 Parkway SE Suite 500
Address

Atlanta, GA 30339
City, State, Zip

62-1211267
Unique Entity ID (sam.gov) or Tax ID

9/21/2026
Date

The Attached Amendment No. 1
is hereby made a part of this Agreement.

TK Elevator Corporation

6155 College Lane, Brackeet Library – Indian River State College (ACIA-2G2YFG6, 2026-2-2146640)

Amendment No. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall TK Elevator be liable under this Agreement for indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Independent Contractor Agreement.

Independent Contractor Agreement for Services

13. In the event of termination for any reason, Owner agrees to pay contractor the proportional contract value of work performed including contract value of materials in process of fabrication, in transit, stored at jobsite or in contractor's possession.

14. Amend so Contractor's obligations to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of Contractor's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations. Any claim involving more than one party shall be handled so each party is responsible and liable for its share of the damages (and defense costs associated therewith) in proportion to its share of acts, actions, omissions or neglects.

19. Amend so such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

23. Amend so that the prevailing party shall be reimbursed for all costs and reasonable attorney's fees.

24. Amend so any "work product" furnished to Owner by Contractor which Contractor reasonably deems proprietary in nature or otherwise essential to Contractor's business operations shall not be considered "works made for hire". Contractor hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Contractor's rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to Owner.

INDIAN RIVER STATE COLLEGE

Jennifer Mals Digitally signed by Jennifer Mals Date: 2026.09.21 15:35:05 -04'00'

TK ELEVATOR CORPORATION

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 Quiroa - AVP

Name and Title

Facilities

College/Department

9/23/26

Date

APPROVED BY:

Dr. Timothy Moore, President

9-23-26

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.**

Repair Work Order

Quoted in Conformance with Omnia R200502 Contract

BRACKETT LIBRARY IRSC

August 18, 2026

Purchaser:	Brackett Library Irsc	Location:	BRACKETT LIBRARY IRSC
Address:	3209 Virginia Ave	Address:	6155 College Ln
	Fort Pierce, FL 34981-5541		Vero Beach, FL 32966-1286

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirty Four Thousand Seven Hundred Twenty One Dollars and Forty Seven Cents ($34,721.47)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator		Description	Repair category
2	US212491	Oil Line	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at 1 561 7231161.

We appreciate your consideration.

Regards,

Levi Lueken
TK Elevator Corporation
1669 Old Dixie HWY
Vero Beach FL 32960
levi.lueken@tkelevator.com |+1 561 7231161

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order

Quoted in Conformance with Omnia R200502 Contract

Scope of Work

Oil Line:

TK Elevator ill provide the materials and labor to run a new oil line overhead from the elevator machine room to the elevator jack cylinder in the hoistway blow the elevator. The route will need to go through two drywall walls between the hoistway and machine room walls.

Permit and inspection are included.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as a non-refundable initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order – under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$34,721.47
Initial progress payment:	(50%)	$17,360.74
Total due upon completion:	(50%)	$17,360.74

Quoted in Conformance with Omnia R200502 Contract

Repair Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincal or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order

Quoted in Conformance with Omnia R200502 Contract

Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Brackett Library Irsc (Purchaser):	TK Elevator Corporation Management Approval
By:	By: Jennifer Mals Digitally signed by Jennifer Mals Date: 2026.09.21 15:35:21 -04'00'
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	Josh Atchison Branch Manager
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)
Work Order # / PO: _____	

Please contact _____ to schedule work at the following phone number _____

Quoted in Conformance with Omnia R200502 Contract

REPAIR DOWN PAYMENT REQUEST

Brackett Library Irsc
3209 Virginia Ave
Fort Pierce FL, 34981-5541

Date	Terms	Reference ID		Customer Reference # / PO
August 18, 2026	Immediate	ACIA-2G2YFG6		
	Total Contract Price:			$34,721.47
	Down Payment:		(50%)	$17,360.74

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 561 7231161. To make a payment by phone, please call 678-904-3026 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

- -

Customer Name:	Brackett Library Irsc
Location Name:	BRACKETT LIBRARY IRSC
Customer Number:	7999713
Quote Number:	2026-2-2146640
Reference ID:	ACIA-2G2YFG6
Remittance Amount:	$17,360.74

Remit To:

1669 OLD DIXIE HWY
VERO BEACH, FL 32960

Quoted in Conformance with Omnia R200502 Contract

Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: BRACKETT LIBRARY IRSC
Street Address: 6155 College Ln
City State, Zip: Vero Beach, FL 32966-1286

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above.
We have completed the work as outlined in job #_____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: _____
Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: _____
Customer Email

TK Elevator Representative

Name: Levi Lueken
Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Executive
Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- ☐ Sales Department
- ☐ Branch Manager
- ☐ Service Department
- ☐ Repair Department

Phone Number

Comments:



REPAIRS FINANCING PROGRAM

Need to repair your elevator or escalator quickly but it's not in the budget? TK Elevator has partnered with GreatAmerica Financial to offer financing for Repair Projects in the United States and Canada.

Program Details:
Term Durations: 12 - 60 months
Loan Size: $50,000 - $5,000,000*
100% of Project Financing Available
Fixed Interest Rates

FAST Credit Approval!
Loans under $500,000 – SAME DAY
Loans over $500,000** – 24 to 72 Hours

Example of $150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	$3,186.32
10.99%	60	$3,260.62
11.99%	60	$3,335.91
12.99%	60	$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.
* Loans larger than $5,000,000 may be accepted.
** All loans subject to credit approval.

Additional Information:
Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.
Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.
Not all applicants will qualify.
TK Elevator may receive compensation from GreatAmerica as part of this program.
TK Elevator is not a licensed lender and does not originate or arrange financing.
TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

© 2025 TK Elevator Corporation. CA License #C11-651371 | 40050 | FINANCING PROGRAM

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 **TK Elevator Corporation** (the "**Contractor**") having a principal place of business **at 1669 Old Dixie HWY Vero Beach FL 32960 USA** is qualified to provide the services required by the College.

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

1. Scope of Services. The Contractor shall perform services as follows: [Oil Line Repairs]to be provided in accordance with the Contractor's Proposal dated 9/8/2026 **[Based on Proposal #** [2026-2-2157927] 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 Y Build. Massey 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: **Eighty-Two Thousand Nine-Hundred Eighty and 82/100 Dollars ($82,980.82)** and under no circumstances whatsoever shall the fee exceed,
Eighty-Two Thousand Nine-Hundred Eighty and 82/100 Dollars ($82,980.82) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

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

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

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

a. Require the Contractor to work exclusively for the College; and
b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
d. Provide more than minimal training for the Contractor; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

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

TK Elevator Corporation
Contractor/Vendor/Supplier Name

Jennifer Mals Digitally signed by Jennifer Mals Date: 2026.09.21 15:36:04 -04'00'
Signature

Jennifer Mals, Contract Analyst
Name and Title

788 Circle 75 Parkway SE Suite 500
Address

Atlanta, GA 30339
City, State, Zip

62-1211267
Unique Entity ID (sam.gov) or Tax ID

Date

The Attached Amendment No. 1
is hereby made a part of this Agreement.

TK Elevator Corporation

3209 Virginia Ave – Indian River State College (2026-2-2157927 | ACIA-2G7YH3C)

Amendment No. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall TK Elevator be liable under this Agreement for indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Independent Contractor Agreement.

Independent Contractor Agreement for Services

13. In the event of termination for any reason, Owner agrees to pay contractor the proportional contract value of work performed including contract value of materials in process of fabrication, in transit, stored at jobsite or in contractor's possession.

14. Amend so Contractor's obligations to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of Contractor's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations. Any claim involving more than one party shall be handled so each party is responsible and liable for its share of the damages (and defense costs associated therewith) in proportion to its share of acts, actions, omissions or neglects.

19. Amend so such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

23. Amend so that the prevailing party shall be reimbursed for all costs and reasonable attorney's fees.

24. Amend so any "work product" furnished to Owner by Contractor which Contractor reasonably deems proprietary in nature or otherwise essential to Contractor's business operations shall not be considered "works made for hire". Contractor hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Contractor's rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to Owner.

INDIAN RIVER STATE COLLEGE

Jennifer Mals

Digitally signed by Jennifer Mals
Date: 2026.09.21 15:36:21 -04'00'

TK ELEVATOR CORPORATION

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

Facilities

College/Department

9/23/26

Date

APPROVED BY:

Dr. Timothy Moore, President

9-23-26

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.**

Repair Work Order

Exhibit A

Quoted in Conformance with Omnia R200502 Contract

RSC IE Building

September 08, 2026

Purchaser: Indian River State College
Address: 3209 Virginia Ave
Fort Pierce, FL 34981-5541

Location: RSC IE Building
Address: 3209 Virginia Ave
Fort Pierce, FL 34981-5541

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Eighty Two Thousand Nine Hundred Eighty Dollars and Eighty Two Cents ($82,980.82)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
CIE Bldg ONLY	US212593	Oil Line	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at 1 561 7231161.

We appreciate your consideration.

Regards,

Levi Lueken
TK Elevator Corporation
1669 Old Dixie HWY
Vero Beach FL 32960
levi.lueken@tkelevator.com |+1 561 7231161

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order

Quoted in Conformance with Omnia R200502 Contract

Scope of Work

TK Elevator will provide the material and labor to replace the below ground oil line with an overhead oil line. The new oil line will run through the shop room.

IRSC will supply the scissor lift for the duration of the work. IRSC must remove the light in the machine room and cut an access hole in the ceiling. The new oil line will go through this access hole. RSC will patch the hole and re-install the light when work is completed.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as a non-refundable initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order – under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$82,980.82
Initial progress payment:	(50%)	$41,490.41
Total due upon completion:	(50%)	$41,490.41

Quoted in Conformance with Omnia R200502 Contract

Repair Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincal or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order

Quoted in Conformance with Omnia R200502 Contract

Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Indian River State College (Purchaser):	TK Elevator Corporation Management Approval
By:	By: Jennifer Mals, Contract Analyst — Digitally signed by Jennifer Mals, Contract Analyst Date: 2026.09.21 15:36:39 -04'00'
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	Josh Atchison Branch Manager
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)
Work Order # / PO: _____	

Please contact _____ to schedule work at the following phone number _____

Quoted in Conformance with Omnia R200502 Contract

REPAIR DOWN PAYMENT REQUEST

Indian River State College
3209 Virginia Ave
Fort Pierce FL, 34981-5541

Date	Terms	Reference ID	Customer Reference # / PO
September 08, 2026	Immediate	ACIA-2G7YH3C	

	Total Contract Price:		$82,980.82
	Down Payment:	(50%)	$41,490.41

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 561 7231161. To make a payment by phone, please call 678-904-3026 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Indian River State College
Location Name:	Irsc Cie Building
Customer Number:	107724
Quote Number:	2026-2-2157927
Reference ID:	ACIA-2G7YH3C
Remittance Amount:	$41,490.41

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks, please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Quoted in Conformance with Omnia R200502 Contract

Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Irsc Cie Building
Street Address: 3209 Virginia Ave
City State, Zip: Fort Pierce, FL 34981-5541

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above.
We have completed the work as outlined in job #_____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: _____
Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: _____
Customer Email

TK Elevator Representative

Name: Levi Lueken
Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Executive
Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- ☐ Sales Department
- ☐ Branch Manager
- ☐ Service Department
- ☐ Repair Department

Phone Number

Comments:



REPAIRS FINANCING PROGRAM

Need to repair your elevator or escalator quickly but it's not in the budget? TK Elevator has partnered with GreatAmerica Financial to offer financing for Repair Projects in the United States and Canada.

Program Details:
Term Durations: 12 - 60 months
Loan Size: $50,000 - $5,000,000*
100% of Project Financing Available
Fixed Interest Rates

FAST Credit Approval!
Loans under $500,000 – SAME DAY
Loans over $500,000** – 24 to 72 Hours

Example of $150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	$3,186.32
10.99%	60	$3,260.62
11.99%	60	$3,335.91
12.99%	60	$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.
*** Loans larger than $5,000,000 may be accepted.**
**** All loans subject to credit approval.**

Additional Information:
Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.
Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.
Not all applicants will qualify.
TK Elevator may receive compensation from GreatAmerica as part of this program.
TK Elevator is not a licensed lender and does not originate or arrange financing.
TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

© 2025 TK Elevator Corporation. CA License #C11-651371 | 40050 | FINANCING PROGRAM

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding (MOU) between the District Board of Trustees of Indian River State College and Saint Lucie County Sheriff

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ___X_ **ACTION/VOTE**
_____ **INFORMATION**
____ **DISCUSSION**

SUMMARY:
The Facilities Department requests approval to enter into a Memorandum of Understanding (MOU) with the Saint Lucie County Sheriff for the use of designated office space at the Indian River State College Pruitt Campus Veterans Center, Building D, Rooms D103 and D105. The MOU will become effective January 1, 2027, and will remain in effect through June 30, 2027, unless earlier terminated in accordance with the agreement.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** January 1, 2027 - June 30, 2027
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn	DATE: 10/8/26
BOARD ACTION:	DATE: 10/27/26

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE AND SAINT LUCIE COUNTY SHERIFF

THIS Memorandum of Understanding ("MOU") dated 1st day of January 2027, by and between the **Saint Lucie County Sheriff** in the State of Florida ("PARTNER"), whose mailing address is 4700 W Midway Road, Fort Pierce, FL 34981 and the **District Board of Trustees of Indian River State College** ("COLLEGE") (hereinafter referred to as "Owner"), which principal business office is located at 3209 Virginia Ave. Ft. Pierce, Fl 34981, (hereinafter referred to as "Owner"), providing for the use and/or training of certain real property owned by the college.

WITNESSETH:

WHEREAS, The COLLEGE hereby agrees to provide its facilities to the **Saint Lucie County Sheriff.**

WHEREAS, both the **Saint Lucie County Sheriff** and the Owner desire to formalize the MOU between the parties hereto, under the terms and conditions set forth hereunder.

WHEREAS, The purpose of this Agreement is to establish the terms and conditions governing the Partner's use of College-owned facilities and office space.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The purpose of this Agreement is to define the responsibilities, rights, and obligations of the Parties concerning the use of designated College facilities and office space.

2. This MOU shall become effective commencing on the 1st day of January 2027 and shall remain in effect thereafter until the 30th day of June 2027, unless earlier terminated in accordance with this agreement. Renewal shall occur only through written agreement by both parties.

3. The College agrees to provide the Partner with the following office space located at Pruitt Campus 500 NW California Blvd, Veterans Center, Building D, Rooms D103 and D105, and shall be used solely for purposes consistent with this Agreement and the mission of Indian River State College.

4. Hours of Operation, unless otherwise approved in writing by the College are Monday through Friday, 8:00AM (EST) to 5:00PM (EST). Access outside approved hours require prior written authorization from the College.

5. The Saint Lucie County Sheriff hereby agrees that it shall be solely responsible for all costs and the supervision of personnel and equipment used. To the extent permitted by law, the Saint Lucie County Sheriff agrees to indemnify, defend or hold harmless Indian River State College District Board of Trustees, its respective agents, officers, and employees from any and all liabilities, damages, penalties, judgments, claims, demands, or expenses, to the extent not covered and paid by insurance for personal injury, bodily injury, death or property damage resulting from any and all negligence or intentional acts of the Saint Lucie County Sheriff or its respective agents, officers or employees in connection with the actions described herein. Indian River State College "Owner" will not include Saint Lucie County Sheriff an insured under any policy has for including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Saint Lucie County Sheriff shall provide the insurance as the service requires and no later than seven (7) days after execution of this Agreement, the **Saint Lucie County Sheriff** shall provide the College with certificates of insurance (COI) evidencing each of the types and amounts specified below, listing the **District Board of Trustees, Indian River State College** 3209 Virginia Ave, Fort Pierce, FL 34981, as the additional insured:

   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.

6. The College shall issue keys, access cards, or electronic credentials only to approved individuals. The Partner agrees to: Maintain an accurate list of authorized users. Immediately report lost or stolen keys. Not duplicate keys or access credentials. Return all keys and access devices upon termination of this Agreement. Accept responsibility for replacement costs resulting from lost keys or rekeying when required. The College reserves the right to modify building access procedures at any time.

7. The Partner shall be responsible for: Maintaining the space in a clean condition. Damage caused by Partner personnel or guests. Proper disposal of waste generated through Partner operations. Reporting maintenance issues promptly.

8. Nothing herein is intended or should be construed or applied to prevent any party hereto entitled to assert the defense of sovereign immunity in any proceedings from doing so to the extent permitted by law.

9. Both parties acknowledge and agree that the actions contemplated by this MOU that are to be provided by the Army National Guard and the Owner may only be made by the parties hereto. Therefore, the parties covenant and agree with each other not to assign or otherwise transfer any right, duty or obligation imposed on or granted to that party by this MOU.

10. Except as otherwise provided for hereunder, this MOU can only be modified or amended by written modification or amendment and agreed to by the written consent of each party before said modification or amendment shall go into effect.

11. If any one or more of the covenants, agreement or provisions of this MOU shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or again public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, MOU or provisions of this Agreement.

12. No signs, banners, advertisements, decals, or displays may be installed without prior written approval of the College. Any approved signage shall comply with: College branding standards Local building codes ADA requirements Applicable safety regulations Upon termination, the Partner shall remove all approved signage and restore affected areas.

13. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenants, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the Saint Lucie County Sheriff in its, his or her, or their individual capacity, and neither the members of the governing body of the Saint Lucie County Sheriff nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the this Agreement or any act pertaining thereto.

14. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or implicitly), either party to be an agent of or in partnership with the other.

15. This MOU satisfied and is pursuant to a public purpose and is in the public interest and is a proper exercise by the Saint Lucie County Sheriff of the power and authority of each under Florida law. The Owner does not agree to binding arbitration by any extra-judicial body or person.

16. The Saint Lucie County Sheriff 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.

17. The Saint Lucie County Sheriff shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable. Saint Lucie County Sheriff shall also comply with all applicable college policies of Indian River State College District Board of Trustees.

18. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the owner is the prevailing party, it will be awarded and the Saint Lucie County Sheriff shall be liable for reasonable attorneys' fees, expert witness fees and costs.

19. If the Partner is acting on behalf of the College as defined under Chapter 119, Florida Statutes, the Partner shall comply with all applicable provisions of Florida's Public Records Law. If applicable, the Partner shall: Keep and maintain public records required by the College. Provide records upon request. Ensure records are retained according to applicable law. Transfer public records to the College upon completion of this Agreement. Destroy confidential records only as authorized by law. Failure to comply may constitute a material breach of this Agreement.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located within the Nineteenth (19th) Judicial Circuit in and for Indian River, Martin, Okeechobee, or St. Lucie County, Florida.

All notices required under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic mail with confirmation. College: **Tony Quinn**, Associate Vice President of Capital Planning, Projects and Facilities. Indian River State College 3209 Virginia Avenue Fort Pierce, Florida 34981 Email: tquinn1@irsc.edu

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

Saint Lucie County Sheriff

Signature: _____

Name: _____

Title: _____

Date: _____

INDIAN RIVER STATE COLLEGE Recommended By:

Signature: _____

Name: Tony Quinn

Title: AVP of Capital Planning, Projects and Facilities

Date: October 27, 2026

INDIAN RIVER STATE COLLEGE Approved By:

Signature: _____

Name: Timothy E. Moore, Ph.D.

Title: President

Date: October 27, 2026

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: RFQu #24/25-03 Continuing Services Contract Renewals for Construction Management (Year 3 of 3)

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**

SUMMARY:
The college maintains continuing service contracts with qualified construction management firms to support campus building and renovation projects under $8,000,000 in accordance with Section 287.055 of the Florida Statutes. The current agreements, initially approved by the Board in November 2024, are now entering year three of a three-year term. All firms remain in good standing and no changes to contract terms or fees are proposed.

Renewed Firms Include:

- Charles Perry Partners Construction
- H.J. High Construction
- Lebolo Construction
- LEGO Construction
- Paul Jacquin & Sons, Inc.
- Proctor Construction
- Thornton Construction
- WELBRO Construction

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** November 1, 2025 to October 31, 2027 (Year 3)
2. **FISCAL IMPACT:** $0 to Eight Million and No/100 Dollars ($8,000,000.00)
3. **TERMINATION TERMS:** Yearly on or before October 31, 2027

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Tony Quinn	DATE: 10/08/26
BOARD ACTION:		DATE: 10/27/26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Charles Perry Partners, Inc
Attn: Robert Hayes, Principal in Charge/ Senior VP
400 Toney Penna Drive, Suite C
Jupiter, FL 33458
Phone: (888)435-2774
Email: robert.hayes@cppi.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Robert,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Charles Perry Partners, Inc.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Charles Perry Partners, Inc.

Approver:

BY: Jason Morgan Digitally signed by Jason Morgan DN: C=US, E=Jason.Morgan@CPPI.com, OU=CPPI, CN=Jason Morgan Date: 2026.10.01 18:17:03-04'00'

Print Name: Jason Morgan

Title: Vice President

Date: 10-1-26

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/5/2026

Approved By:

Dr. Timothy Moore, President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

H.J. High Construction
Attn: Robert High, President
1015 W. Amelia St.,
Orlando, FL 32805
Phone: (407)422-8171
Email: RHigh@hjhigh.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Robert,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **H.J. High Construction** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

H.J. High Construction
Approver:

BY: _____

Print Name: Robert High

Title: President

Date: 10/1/26

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore, President

Date: 10/5/2026

Indian River State College is an EA/EO educational institution.

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Lebolo Construction Management
Attn: Kat Lombardo, Marketing Director
2100 Corporate Drive,
Boynton Beach, FL 33436
Phone: (561) 742-7644
Email: klombardo@lebolo.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Kat,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Lebolo Contrcution Management** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Lebolo Construction Management
Approver:

BY: _____

Print Name: Randy Lebolo

Title: President

Date: 10/02/26

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore, President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

LEGO Construction Co.
Attn: Miguel Guerrero, Vice President Pre-Construction
1801 Lee Road, Suite
205, Winter Park, 32789
Phone: (786) 385-8421
Email: mguerrero@legocc.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Miguel,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Lego Construction Co.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

LEGO Construction Co.

Approver:

BY: _____

Print Name: Miguel Guerrero

Title: Vice President Preconstruction

Date: 10/1/2026

Indian River State College

Recommended By:

_____

Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/2/2026

Approved By:

_____

Dr. Timothy Moore, President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Paul Jacquin & Sons, Inc.
Attn: Chris Singley | Sr. Project Manager
7348 Commercial Circle
Ft. Pierce, FL. 34948
Phone: (772) 465-2475
Email: chris.singley@PJSI.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Chris,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Paul Jacquin & Sons, Inc.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Paul Jacquin & Sons, Inc.
Approver:

BY: Chris D. Singley

Print Name: Chris D. Singley

Title: Vice President

Date: October 6, 2026

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/7/2026

Approved By:

Dr. Timothy Moore, President

Date: 10-7-26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Proctor Construction Co.
Attn: Sarah Testa, Marketing Manager
2050 US Highway 1, Suite 200,
Vero Beach, FL 3296
Phone: (772) 321-6797
Email: stesta@proctorcc.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Sarah,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Proctor Construction Co.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Proctor Construction Co.
Approver:

BY: _____

Print Name: John Granath

Title: President/COO

Date: October 1, 2026

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/5/2026

Approved By:

_____
Dr. Timothy Moore, President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Thornton Construction Company, inc.
Attn: Samantha Heffernan, Marketing Manager
13290 NW 42nd Ave.
Opa-Locka, FL 33054
Phone: (86) 302-0252
Email: sheffernan@thornton-inc.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Samantha,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Thornton Construction Company, Inc** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Thornton Construction Company, Inc
Approver:

BY:_____

Print Name:_____

Title:_____
Date: _____

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: _____

Approved By:

_____
Dr. Timothy Moore, President

Date: _____

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

WELBRO Building Construction
Attn: Serrah Chewing- Marketing Coordinator
2301 Maitland Ctr Pkwy, Ste 250,
Maitland, FL 32751
Phone: (407) 475-0801
Email: schewing@welbro.com

Re: Notice of Award Renewal , RFQu #24/25-03 Construction Management Continuing Services

Dear Serrah,

Thank you for your continued partnership with Indian River State College on Construction Management Continuing Services under Request for Qualifications #24/25-03.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **WELBRO Building Construction** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

WELBRO Building Construction
Approver:

BY: _____

Print Name: Darick Bennett

Title: Executive Vice President

Date: October 1, 2026

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore, President

Date: 10/5/2026

Facilities Committee Meeting Agenda Item No. 6

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: RFQu #24/25-04 Continuing Services Contract Renewals for Mechanical, Electrical, Plumbing (MEP) Services (Year 3 of 3)

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:
The college maintains continuing service contracts with qualified mechanical, electrical, and plumbing engineering firms to support building systems design and infrastructure needs for minor projects under $8,000,000, in accordance with Section 287.055 of the Florida Statutes. The current agreements, initially approved by the Board in November 2024, are now entering year three of a three-year term. All participating firms remain in good standing and no changes to contract terms or fees are proposed.

Renewed Firms Include:

- BCER Engineering
- Cape Design Engineering
- OCI Associates, Inc
- SGM

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** November 1, 2026 – October 31, 2027 (Year 3)
2. **FISCAL IMPACT:** $0 to Eight Million and No/100 Dollars ($8,000,000.00)
3. **TERMINATION TERMS:** Yearly on or before October 31, 2026

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

BCER Engineering Inc.
Attn: David Wallace, AIA Director of Florida Operations
1901 Ulmerton Road, Suite 625-033
Clearwater, FL 33762
Phone: (727) 800-7314
Email: dwallace@bcer.com

Re: Notice of Award Renewal , RFQu #24/25-04 Mechanical, Electrical, Plumbing Continuing Services

Dear David,

Thank you for your continued partnership with Indian River State College on Mechanical, Electrical, Plumbing Continuing Services under Request for Qualifications #24/25-04.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **BCER Engineering Inc.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

BCER Engineering Inc.
Approver:

BY: _____

Print Name: David Hughes

Title: President

Date: October 1, 2026

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore; IRSC President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Cape Design Engineering Co.
Attn: Inga Young, President
2725 Center Pl,
Melbourne, Fl 32940
Phone: (321) 799-2970
Email: iyoung@8-koi.com

Re: Notice of Award Renewal , RFQu #24/25-04 Mechanical, Electrical, Plumbing Continuing Services

Dear Inga,

Thank you for your continued partnership with Indian River State College on Mechanical, Electrical, Plumbing Continuing Services under Request for Qualifications #24/25-04.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Cape Design Engineering Co.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

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Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Cape Design Engineering Co.
Approver:

BY: Inga I. Young

Print Name: Inga I. Young

Title: President

Date: 10/1/26

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

Dr. Timothy Moore; IRSC President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

OCI Associates, LLC
Attn: Randy Stewart, Principal | Business Development
181 Melody Ln, Suite 107,
Fort Pierce, FL 34950
Phone: (407) 492-3630
Email: Randy.stewart@cmta.com

Re: Notice of Award Renewal , RFQu #24/25-04 Mechanical, Electrical, Plumbing Continuing Services

Dear Randy,

Thank you for your continued partnership with Indian River State College on Mechanical, Electrical, Plumbing Continuing Services under Request for Qualifications #24/25-04.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **OCI Associates, LLC** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

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Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

OCI Associates, LLC
Approver:

BY: _____

Print Name: Amir Kazeminia, PE

Title: Vice President

Date: 1 October 2026

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore; IRSC President

Date: 10/5/2026

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

SGM Engineering
Attn: Hannah Burgiel, Marketing Administrator
935 Lake Baldwin Lane
Orlando, FL 32814
Phone: (407) 767-5188
Email: hannah@sgmengineering.com

Re: Notice of Award Renewal , RFQu #24/25-04 Mechanical, Electrical, Plumbing Continuing Services

Dear Hannah,

Thank you for your continued partnership with Indian River State College on Mechanical, Electrical, Plumbing Continuing Services under Request for Qualifications #24/25-04.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **SGM Engineering** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

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Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

SGM Engineering
Approver:

BY: _____

Print Name: Bobak "Bobby" Shahnami

Title: President

Date: 10/1/2026

Indian River State College

Recommended By:

_____
Tony Quinn; AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore; IRSC President

Date: 10/5/2026

Facilities Committee Meeting Agenda Item No. 7

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: RFQu #24/25-04 Continuing Services Contract Renewals for Civil Engineering (Year 3 of 3)

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:
The college maintains continuing service contracts with qualified civil engineering firms to support design and site development needs for minor projects under $8,000,000, in accordance with Section 287.055 of the Florida Statutes. The current agreements, initially approved by the Board in November 2024, are now entering year three of a three-year term. All firms remain in good standing and no changes to contract terms or fees are proposed.

Renewed firms include:

- Chen Moore and Associates
- Graef-USA Inc
- Kimley-Horn and Associates
- Miller Legg

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** November 1, 2026 – October 31, 2027 (Year 3)
2. **FISCAL IMPACT:** $0 to Eight Million and No/100 Dollars ($8,000,000.00)
3. **TERMINATION TERMS:** Yearly on or before October 31, 2026

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Chen Moore and Associates, Inc.
Attn: Patrick Kaimrajh, P.E.
1860 SW Fountainview Blvd., Suite 100
Port St. Lucie 34986
Phone: (772) 252-5038
Email: pkaimrajh@chenmoore.com

Re: Notice of Award Renewal , RFQu #24/25-05 Civil Continuing Services

Dear Patrick,

Thank you for your continued partnership with Indian River State College on Civil Continuing Services under Request for Qualifications #24/25-05.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Chen Moore and Associates, Inc** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Chen Moore and Associates, Inc.
Approver:

BY: Garit Poire

Print Name: Garit Poire

Title: Senior Vice President, Operations & Strategy

Date: 9/30/2026

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/7/2026

Approved By:

Dr. Timothy Moore; IRSC President

Date: 10-7-26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

GRAEF
Attn: James Hansen, Principal Project Manager
7201 Delainey Court
Sarasota, FL 34240
Phone: (941) 373-6460
Email: james.hansen@graef-usa.com

Re: Notice of Award Renewal , RFQu #24/25-05 Civil Continuing Services

Dear James,

Thank you for your continued partnership with Indian River State College on Civil Continuing Services under Request for Qualifications #24/25-05.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **GRAEF** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

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Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

GRAEF

Approver:

BY: James P. Hansen

Print Name: James P. Hansen, PE

Title: Principal

Date: October 1, 2026

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

Dr. Timothy Moore; IRSC President

Date: 10/5/2026

MADYSON KLIPSTINE
772-464-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Kimley-Horn and Associates, Inc.
Attn: Sara Battles, Project Manager
445 24th Street, Suite 200;
Vero Beach, FL 32960
Phone: (772) 794-4100
Email: sara.battles@kimly-horn.com

Re: Notice of Award Renewal , RFQu #24/25-05 Civil Continuing Services

Dear Sara,

Thank you for your continued partnership with Indian River State College on Civil Continuing Services under Request for Qualifications #24/25-05.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Kimley-Horn and Associates, Inc.** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-464-7356
MLEE3@IRSC.EDU

Indian River State College

Kimley-Horn and Associates, Inc
Approver:

BY: Sara M Battles

Print Name: Sara Battles

Title: Kimley Horn Associate

Date: 9/30/26

Indian River State College

Recommended By:

Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/6/2026

Approved By:

Dr. Timothy Moore; IRSC President

Date: 10-7-26

MADYSON KLIPSTINE
772-464-7356
MLEE3@IRSC.EDU

Indian River State College

September 30, 2026

Miller-Legg
Attn: Cara Pasquale, Director of Business Development
13680 N.W. 5th Street, Suite 200
Sunrise, FL 33325
Phone: (954) 336-2530
Email: cpasquale@millerlegg.com

Re: Notice of Award Renewal , RFQu #24/25-05 Civil Continuing Services

Dear Cara,

Thank you for your continued partnership with Indian River State College on Civil Continuing Services under Request for Qualifications #24/25-05.

This letter serves as official notification that Indian River State College is exercising its option to **renew the continuing service contract** with **Miller-Legg** for an additional one-year term.

The renewal term will begin **November 1, 2026** and conclude **October 31, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **third and final year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-464-7356
MLEE3@IRSC.EDU

Indian River State College

Miller-Legg
Approver:

BY: _____

Print Name: Michael D. Kroll, RLA FASLA

Title: President

Date: september 30, 2026

Indian River State College

Recommended By:

_____
Tony Quinn, AVP of CAPITAL Projects, Planning, Procurement, and Facilities

Date: 10/2/2026

Approved By:

_____
Dr. Timothy Moore; IRSC President

Date: 10/5/2026

Facilities Committee Meeting Agenda Item No. 8

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Update the College's site Designations per amendments to Florida Statute 6A-14.0061 effective 8/3/26

REGULAR AGENDA OR COMMITTEE: Facilities Committee

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

SUMMARY:
The Facilities Department requests approval to update Indian River College Campus, Center, Special Purpose Center and Instructional Site Designations per Florida College Administrative Code rule 6A-14.0061. The rule establishes how Florida College System institutions classify and obtain approval for college sites.

> **Campus**: Full instructional and administrative unit; college-owned facilities; primarily full-time staff; full range of instructional and support services; capacity for at least **1,000 FTE**.
>
> **Center:** Instructional/administrative unit with limited support services; may use owned or unowned facilities; does not need to offer a full range of programs. Serve at least **400 FTE**
>
> **Special Purpose**: Provides a limited number of specifically defined programs or services; may use owned facilities or facilities leased for more than one year.
>
> **Instructional Site:** Offers a very limited range of courses/programs, in facilities leased for one year or less, with no support services.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn	DATE: 10/7/26
BOARD ACTION:	DATE: 10/27/26

FLORIDA COLLEGE SYSTEM

DESIGNATED SITES FOR PECO FUNDING
2025-26 WINTER/SPRING TERM SUBMISSION
INDIAN RIVER STATE COLLEGE

Original

PECO DESIGNATED SITES						SITES AS SUBMITTED ON FACILITIES DATABASE		
SITE NUM	FAC NUM	NAME	PECO TYPE	PECO FLAG	DATE APPR	NAME	OWNER	TYPE
1	0	MASSEY (MAIN) (	CAMPUS	Y	19DEC1989	MASSEY CAMPUS (FT. P	OWNED, FEE SIMPLE	CAMPUS
2	0	CHASTAIN (STUAR	CENTER	Y	19DEC1989	CHASTAIN CAMPUS (STU	OWNED, FEE SIMPLE	CENTER
3	0	MUELLER CTR (VE	SPECIAL PURPOSE	Y	19DEC1989	MUELLER CAMPUS (VERO	OWNED, FEE SIMPLE	SPECIAL PURPOSE CENTER
4	0	PRUITT (PORT ST	CENTER	Y	19DEC1989	PRUITT CAMPUS (PORT	OWNED, FEE SIMPLE	CENTER
5	0	MARINE SCIENCE	SPECIAL PURPOSE	Y	19DEC1989	MARINE SCIENCE CENTE	OWNED, FEE SIMPLE	SPECIAL PURPOSE CENTER
6	0	HUMAN DEV & RES	SPECIAL PURPOSE	Y	17JAN2006	HUMAN DEVELOPMENT RE	UNOWNED, LEASED OR RENTED AT A TYPICAL LOCAL RATE	SPECIAL PURPOSE CENTER
7	0	OKEECHOBEE	CAMPUS	N	01JUL2023			
8	0	INDIANTOWN WKFO	SPECIAL PURPOSE	Y	01JUL2023	INDIANTOWN HIGH SCHO	OWNED, FEE SIMPLE	SPECIAL PURPOSE CENTER
10	0	DIXON HENDRY (O	CENTER	Y	24SEP1991	DIXON HENDRY CAMPUS	OWNED, FEE SIMPLE	CENTER

Proposed Revisions District Board of Trustees Meeting10/27/26 (FY27)

PECO DESIGNATED SITES						SITES AS SUBMITTED ON FACILITIES DATABASE		
SITE NUM	FAC NUM	NAME	PECO TYPE	PECO FLAG	DATE APPR	NAME	OWNER	TYPE
1	0	MASSEY (MAIN) (	CAMPUS	Y	19DEC1989	MASSEY CAMPUS (FT. P	OWNED, FEE SIMPLE	CAMPUS
2	0	CHASTAIN (STUAR	CENTER	Y	19DEC1989	CHASTAIN CAMPUS (STU	OWNED, FEE SIMPLE	CENTER
3	0	MUELLER CTR (VE	CENTER	Y	19DEC1989	MUELLER CAMPUS (VERO	OWNED, FEE SIMPLE	CENTER
4	0	PRUITT (PORT ST	CAMPUS	Y	19DEC1989	PRUITT CAMPUS (PORT	OWNED, FEE SIMPLE	CAMPUS
5	0	MARINE SCIENCE	SPECIAL PURPOSE	Y	19DEC1989	MARINE SCIENCE CENTE	OWNED, FEE SIMPLE	SPECIAL PURPOSE
6	0	BLACKBURN	SPECIAL PURPOSE	Y	17JAN2006	BLACKBURN	UNOWNED, LEASED OR RENTED AT A TYPICAL LOCAL RATE	SPECIAL PURPOSE
~~7~~	~~0~~	~~OKEECHOBEE~~	~~CAMPUS~~	~~N~~	~~01JUL2023~~			
8	0	INDIANTOWN WKFO	SPECIAL PURPOSE	Y	01JUL2023	INDIANTOWN HIGH SCHO	OWNED, FEE SIMPLE	SPECIAL PURPOSE
10	0	DIXON HENDRY (O	SPECIAL PURPOSE	Y	24SEP1991	DIXON HENDRY CAMPUS	OWNED, FEE SIMPLE	SPECIAL PURPOSE

CCTCMIS - FCPPECOS PECO_Sites 05/14/26 10:10:36
SOURCE: 2025-26 FACILITY DATABASE

6A-14.0061 Campus, Center, Special Purpose Center and Instructional Site Designations.

The Division of Florida Colleges shall receive proposals from local boards of trustees to establish campuses, centers, and special purpose centers, and shall recommend for or against the establishment of the requested site to the State Board of Education. The State Board of Education shall approve or disapprove the proposal for a new site. For purposes of this rule, "college" has the same meaning as "Florida College System institution" as defined in section 1000.21(5), Florida Statutes.The following shall apply:

(1) A campus is an instructional and administrative unit of a college, consisting of college owned facilities and staffed primary by full-time personnel. It houses a full range of instructional services and of institutional, instructional, and student support services. Facilities and other resources are sufficient to accommodate at least one thousand (1,000) full-time equivalent students, and the site is in compliance with the criteria established in Rule 6A-2.0010, F.A.C.

(2) A center is an instructional and administrative unit with limited support services. It consists of college owned or unowned facilities and is staffed primarily by full-time personnel. It does not necessarily offer a full range of instructional programs or courses and is in compliance with the criteria established in Rule 6A-2.0010, F.A.C.

(3) A special purpose center is a unit or a portion of a site of a college consisting of college property,owned facilities or unowned facilities leased for more than one year that provides a limited number of special, clearly defined programs or services, such as, but not limited to, instruction or administration, and is in compliance with Rule 6A-2.0010, F.A.C.

(4) An instructional site is an instructional unit of a college that offers students a very limited range of instructional programs or courses in unowned facilities leased for one year or less with no support services.

(5) Proposals to establish campuses or centers shall document the following conditions:

(a) The proposed expansion is part of and consistent with the master plan of the college.

(b) Expanded or new instructional services and support services are necessary to adequately serve the college district.

(c) Existing campuses have at least three thousand (3,000) full-time equivalent students each, and projected enrollments are stable or increasing, when the proposal is to establish a campus.

(d) Facilities at existing campuses, as identified in the master plan of the college, are substantially complete.

(e) Enrollment projections in the master plan of the college are for at least one thousand (1,000) full-time equivalent students for a proposed campus or at least four hundred (400) for a proposed center. A proposed center to provide central administrative services for a college shall be exempt from this enrollment condition.

(f) The proposed expansion is in conjunction with other educational agencies within the college district and adjacent to the district.

(g) Alternatives to the proposed expansion were considered by the board of trustees.

(6) Proposals to establish a special purpose center shall document the following:

(a) The proposed expansion is part of and consistent with the master plan of the college.

(b) The proposed services are necessary to adequately serve the college district.

(c) Projected enrollments justify expansion.

(d) Projected facility needs justify expansion.

(e) Proposed expansion is in conjunction with the other educational agencies with the college district.

(f) Alternatives were considered by the board of trustees.

(7) Exceptions to subsections (5) and (6) herein are authorized when justified in the judgment of the State Board of Education due to the nature of the services to be provided, the number and types of students to be served, the population to be served, transportation problems, the availability of acceptable sites and facilities, urban density, energy conservation, or population shifts. Urban density refers to sites where no additional land is available to expand existing campuses and where the urban build-up limits any campus expansion.

(8) Regardless of funding source or size of the site, when a college plans construction, remodeling, or renovation on a new site the college must submit a request for review and approval of the site designation in accordance with the process prescribed in this rule. The college must also submit a request for review and approval of the site designation if the planned construction, remodeling, or renovation will cause a currently approved site designation to change such that the site, or a portion of the site, falls under a definition outlined in subsections (1)-(4) that is different from the definition under which the site designation was originally reviewed and approved.

(9) The Division of Florida Colleges may use the services of the Office of Educational Facilities and of others to evaluate proposals and develop recommendations.

Rulemaking Authority 1001.02(1), (4)(e), 1013.36 FS. Law Implemented 1013.36, 1013.40 FS. History–New 2-27-84, Formerly 6H-1.40, Amended 6-22-87, Formerly 6H-1.040, Amended 8-18-04, 8-3-26.