

Date: April 21, 2025

Client: Mr. Martin Field
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Sent via email to:

FieldM@CityOfNewPortRichey.org

Design Professional: K2M Design®, Inc.
1150 Virginia Street
Key West, FL 33040

Representative: Heather Carruthers

Project: New Port Richey Fire Station #1 Hardening
6333 Madison Street in New Port Richey, Florida 34652

I. PROJECT SCOPE

- A. **Description:** The City of New Port Richey, Florida has received a grant in the amount of \$572,005 from the U.S. Department of Housing and Urban Development and will provide \$397,495 in matching funds for a total budget of \$969,500 for the purpose of hardening Fire Station #1 to mitigate against wind damage and to renovate the four (4) restrooms. The hardening will include replacing a roof, replacing bay doors, exterior doors and windows, replacing the generator, EIFS & brick repair.

Fire Station #1, located at 6333 Madison Street, was built in 1964 with an addition and renovations occurring in 1993. The building is Risk Category IV and approximately 7,200sf. on two levels. The bay can hold three trucks and the station houses five personnel per shift. The 85kw natural gas generator is 22 years old. It is a critical facility during storms and natural disasters housing first responders pre- and post-storms.

- B. **Details:** Project includes three basic components.

1. Hardening of building envelope with new hurricane-resistant materials
 - a. Replacement of (4) exterior doors, including preparation for card readers on (3) of them
 - b. Replacement of existing metal roof (approximately 2,900sf)
 - c. Replacement of (2) existing 12' x 12' opaque bay doors
 - d. Replacement of (3) existing 12' x 12' transparent doors
 - e. Replacement of (13) exterior windows
 - f. Repair of exterior brick and EIFS, including sealing
2. Replacement of existing 85kw generator
3. Renovation of (4) restrooms
 - a. ADA compliant public restroom on lower level
 - b. Staff restroom on lower level
 - c. Two restrooms on upper level

- C. **Services:** ARCHITECT shall provide Architectural, Structural, Mechanical, Plumbing and Electrical Engineering as described herein. Project will be delivered in Preliminary (Schematic) Design, Final Design (Construction Documents), Bidding, Permitting and Services During Construction (Construction Administration) phases.

4. PRELIMINARY DESIGN

a. **Due Diligence**

Due diligence includes field measurement and non-destructive verification of existing site and building conditions related to the project scope, including field notes and photos to produce design backgrounds. The intent is not to provide “as-built” documentation for the project, but documentation sufficient to the design.

b. **Schematic Design**

The purpose is to produce a design solution illustrating the scale and relationship of the project components based on project requirements. The Schematic Design Documents shall consist of drawings and other documents including:

- preliminary building plans
- elevations
- Finishes, products, and equipment selections

Documents: All Documents are considered complete to the level of Schematic Design and include code analysis, drawings, and specifications.

Approval: Documented approval of Schematic Design phase by Client.

5. FINAL DESIGN (CONSTRUCTION DOCUMENTS)

Based on Client’s approval of the Schematic Design Documents and on Client’s authorization of any adjustments in the project requirements and the budget for the cost of the work, ARCHITECT shall prepare Construction Documents for Client’s approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and defining the design intent. The Construction Documents illustrate and describe the further development of the approved Schematic Design Documents and other requirements for the construction of the work. A rough order of magnitude cost will be prepared.

Client and ARCHITECT acknowledge that to construct the work, the Contractor will provide additional information, including shop drawings, product data, samples, and other similar submittals as specifically requested by ARCHITECT, which ARCHITECT shall review if engaged to do so. During the development of the Construction Documents, Client is responsible for the development of its procurement documents which ARCHITECT will include in the project manual.

Contract Documents

Architectural

- *Cover Sheet*
- *General Notes and Legends, Drawing Index, Code Analysis, and Misc. Information*
- *Demolition Plans, Elevations, and Photographs*
- *Floor and Roof Plan(s)*
- *Building Elevations*
- *Window, Door, Hardware, and Finish Schedules*
- *Exterior and Interior Details*

Structural

- *General Notes and Legends*
- *Special Inspections*
- *Roof Uplift calculations and pressure design*
- *Special Sections and Details*

Mechanical (restroom renovation)

- *General Notes and Legends*
- *Venting Plan, Details, & Schedule*

Plumbing (restroom renovation)

- *General Notes, Schedules, and Legends*
- *Sanitary and Domestic Water Floor Plan Modifications*
- *Details*

Electrical

- *General Notes and Legends*
- *Power and Lighting Plan Modifications*
- *Generator equipment schedule*

CSI Specifications

- *Final Standard Requirements (Division 00 and 01) Cover Sheet – provided by Client*
- *Table of Contents*
- *Final Technical Specifications (Divisions 02-49) may be drawing or book based.*

Approval: Documented approval of Contract Documents phase by Client prior to Permitting and Bidding.

6. PERMITTING ASSISTANCE

ARCHITECT shall prepare and submit the electronic stamped and signed PDF Contract Documents for plan approval and building permit. ARCHITECT shall routinely follow up in support of permit applications including responding to plan review comments, coordinate with the AHJ and site visits if required.

7. BIDDING

- a. **Contract:** ARCHITECT shall assemble contract documents for bidding and submit to the CITY with the final contract documents.
- b. **Document Delivery:** Upon advertisement of the Contract and initiation of the bidding process, ARCHITECT will provide an electronic file to the CITY which contains the Contract Document and Construction Plans in PDF format.

- c. **Pre-Bid Meeting:** Upon scheduling of the Pre-Bid Meeting by the CITY, the ARCHITECT will coordinate with the CITY to develop the proper meeting agenda. The ARCHITECT will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidder/parties.
- d. **Addenda Preparation:** ARCHITECT will prepare and issue Addenda as necessary to render interpretations and clarifications of the Contract Documents, and issue clarifications or changes to bidders as requested by Client. Upon receipt of bids we will prepare a bid tabulation sheet and conduct a review of all bids with Client. Value engineering, alternates evaluation, substitution requests, and additional project items are excluded and are considered an additional scope of service.

8. SERVICES DURING CONSTRUCTION (CONSTRUCTION ADMINISTRATION)

ARCHITECT provides consultation to the Contractor and Client to answer questions, respond to inquiries, and assist in resolving issues arising from the work. All contractors' submittals, where applicable, are to be forwarded to ARCHITECT in electronic format. During the Construction phase ARCHITECT provides the following:

- a. **Office Administration:** inclusive of RFI response and shop drawing reviews but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A total of (40) hours is included in the base fee.

- II. **Construction Observation/Field Services:** The ARCHITECT shall visit the site at intervals appropriate to the stage of construction (coinciding with pay-apps) to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. **Deliverables**

The Scope of Services is to include the following deliverables:

- Schematic design drawings.
- Final Design Drawing
- ARCHITECT's Opinion of the Probable Rough Order of Magnitude cost

III. Assumptions

The Scope of Services is based upon the following assumptions:

- **Property/Easement Acquisitions:** It is assumed that no easement acquisition activities are required as part of this Task Order.
- **Construction Phase Services:** It is assumed the CITY will provide staff for on-site observation for the duration of the construction phase.

IV. Conditions

- A. Refer to APPENDIX A for Stipulations, Exclusions, and Additional Services.
- B. Refer to APPENDIX B for Hourly Rates.
- C. Refer to APPENDIX C for Terms and Conditions.

V. ARCHITECT'S Compensation

- A. For Services described in herein, Client agrees to pay a Fixed Fee AS NOTED IN FEE SCHEDULE BELOW and required to complete the services, unless otherwise mutually agreed to in writing.

FEE SCHEDULE	
Pre-Final Design	\$ 33,900.00
Final Design	\$ 30,220.00
Permit Assistance	\$ 790.00
Bid Services	\$ 1,550.00
Services During Construction	\$ 8,720.00
	\$ 75,180.00

- B. The Fixed Fee includes "Expenses" except "Building Permit / Plan Review Fees" as well as "Assigned Consultants." Refer to the Terms and Conditions.
- C. During the course of the work, the ARCHITECT shall notify the CITY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the CITY for approval. If required by the ARCHITECT and authorized by the CITY, additional services related to this Agreement shall be provided by the ARCHITECT for additional professional fees negotiated with and agreed to by the CITY.

SCHEDULE

ARCHITECT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Client acknowledges that the completion of ARCHITECT's services is dependent upon third parties not under the control of ARCHITECT as well as the cooperation of Client. ARCHITECT will make reasonable efforts to complete its work within Client's time constraints. However, ARCHITECT's inability to satisfy Client's time constraints for reasons beyond the control of ARCHITECT will not be deemed a breach of this Agreement.

Due to the availability of equipment, there will be an accelerated schedule for the generator replacement slightly ahead of the structural hardening and bathroom redesign. The following proposed schedules will be confirmed or adjusted at the project kick-off meeting:

GENERATOR REPLACEMENT

Phase	Duration
▪ Design Commencement	1 week after contract execution
▪ Due Diligence	1 week after design commencement
▪ Schematic Design Submission	2 weeks
▪ Client SD Review*	1 week
▪ Construction Document Submission	2 weeks from receipt of Client SD Comments
▪ Client CD Review*	1 week
▪ Permit Submission*	1 week from receipt of Client CD comments
▪ Permit Review*	4 weeks
▪ Bidding Phasing Assistance	6 weeks
▪ Equipment Delivery and Construction Administration	7 months
▪ Closeout	1 week after substantial completion

STRUCTURAL HARDENING AND BATHROOM RENOVATION

Phase	Duration
▪ Design Commencement	1 week after contract execution
▪ Due Diligence	1 week after design commencement
▪ Schematic Design Submission	4 weeks
▪ Client SD Review*	1 week
▪ Construction Document Submission	4 weeks from receipt of Client SD Comments
▪ Client CD Review*	1 week
▪ Permit Submission*	1 week from receipt of Client CD comments
▪ Permit Review*	8 weeks
▪ Bidding Phasing Assistance	6 weeks
▪ Construction Administration	Based on 3-month construction schedule
▪ Closeout	2 weeks after substantial completion

Schedule subject to change if Agreement is not signed within 30 days.

**ARCHITECT cannot guarantee permit, Client, and external review time periods within a given time frame. Construction schedule is an estimate and is to be determined with selected Contractor.*

City to issue Owner Architect agreement for execution. Please let us know if you have any questions.

Respectfully submitted,



Heather Carruthers
Director of Business Development, PIC

APPENDIX A: STIPULATIONS, EXCLUSIONS AND ADDITIONAL SERVICES

Stipulations

1. Upon signing of this Design Services Agreement, it may be necessary and useful for the following documents to be completed depending upon applications required by local jurisdictions:
 - Signed Authorization Form
 - Survey completed and certified within 12 months
 - Previous architectural, interior design, and engineering drawings if in possession
 - Elevation certificate showing flood designation from FEMA maps
2. Client shall provide written approval of ARCHITECT's Schematic Design and Construction Document submissions to ARCHITECT within a reasonable time from receipt of each submission as shown in the schedule above. Any revisions to scope of services, design criteria or changes requested which result in any redesign after Schematic Design will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services. Client shall inform ARCHITECT of sequence and timing of the solicitation of construction bids for the project.
3. Special Inspection services are required by law to be by Client or a third-party consultant. Requirements for such services shall be defined per the International Building Code (IBC).
4. The initial due diligence field survey includes (1) Architect.
5. All finishes and materials are to be presented in an electronic format only.
6. (1) round of comments from Client is anticipated at each Design Phase – additional review period is to be an additional fee.
7. Includes the following meetings through the duration of the project:

Meeting Type	Number of Meetings or Duration	Meeting Format (In Person or Virtual)
Design Presentation Meetings	1 per phase	Virtual

8. In providing opinions of probable construction cost, the Client understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The ARCHITECT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
9. Base fee includes up to (10) hours for permitting and comments from the AHJ. Any hours above this will be an additional fee.
10. Attendance at the design review hearings with the local authorities; including planning and zoning hearings, variances, etc.; is not included in the base fee but can be provided on an hourly basis, including all preparation therefore.
11. For the Bidding phase, ARCHITECT will assist Client in distributing the Contract Documents for bids, issue clarifications or changes in the project to bidders as requested by Client, prepare a bid summary and review bids with client. (15) hours of service are included in base fee.
12. During Construction Administration ARCHITECT shall review Submittals such as Shop Drawings, Coordination Drawings, Product Data, and Samples for conformity with design intent and conformity with the Contract Documents within 10 working days of receiving Submittals. ARCHITECT shall respond to the Contractor's Request for Interpretation ("RFI") within 5 working days of receiving the RFI.
13. Construction Administration fees are based on the following:
 - a. (20) hours of office administration services
 - b. (6) periodic field/site visits are included for the duration of construction.

Additional quantities of the above can be provided as an Additional Service.

14. The Construction Administration phase expires at the date of the issue of the certificate of occupancy and completion of punch list items. The work is anticipated to be per the schedule above.

Exclusions

1. Fast-track construction, multiple GCs, multiple bid packages, and/or phased construction.
2. Full-time field observation and/or on-site construction management.
3. Hazardous material survey, abatement design, Phase 1 and 2 Environment reports.
4. Material or destructive testing of any kind.
5. Survey or entitlement work of any kind.
6. Civil engineering, landscape architecture, irrigation, site lighting, and/or photometrics are not anticipated.
7. Structural enhancements to existing roof or walls.
8. Commissioning.
9. LEED services.
10. Pest/mosquito control system design.
11. Value engineering, alternates evaluation, and substitution requests.
12. Arc fault and short circuit calculations.
13. TV/monitor equipment/hardware, electronic locks, speaker systems, audio systems, audiovisual equipment, security systems.
14. Post occupancy evaluations and warranty walks.
15. Building Information Model (BIM) information for post-construction use.
16. Printed drawings for Client or Contractor use.
17. ARCHITECT's coordination of Client's consultants.

Additional Services

1. Any services or scope of work items beyond those noted herein. Expanded Scope, Stipulations, and Exclusions shall be considered not part of the Base Agreement.
2. Additional Services are those that arise because of unforeseen circumstances during the design of a project and that, therefore, cannot be included in the Basic Services Agreement. Such Additional Services, when requested in writing by Client, shall be performed at Hourly Rates per ARCHITECT's rates or negotiated fixed fee.
3. Providing services in connection with evaluating substitutions proposed by Contractor(s), and making subsequent revisions resulting therefrom, and deciding disputes between Client and Contractor(s) are an additional price.
4. If renderings are required, they shall be billed at ARCHITECT's standard rate for renderings: \$3,400 for 3D rendering and \$2,400 for 2D rendering. Renderings are at most at 150 DPI and 11"x17" size. Fees for larger scale and resolution shall be determined prior to the start of the rendering process.
5. O&M Manual compilation will be prepared utilizing Contractor "as-builts" on an hourly rate basis only. The drawings will be prepared by ARCHITECT's drafting staff only. ARCHITECT will maintain electronic files for this Project and provide one digital set to Client.
6. Time and Expenses and "Hourly" Not to Exceed (NTE) work fees are an approximation. The work shall be considered complete when ARCHITECT's cost including labor, material, subconsultants, overhead, and profit for that NTE task has reached the not to exceed amount. A new mutually agreed upon Amendment to continue the work shall be provided.

APPENDIX B: 2025 HOURLY RATES

The following is a listing of hourly rates assigned by staffing type for K2M Design®, Inc. and only applies for services authorized beyond our base fees. Hourly rates quoted are for the current calendar year and are subject to change thereafter.

GENERAL

Principal	\$345.00 / hour
Director	\$285.00 / hour
Senior Project Manager	\$210.00 / hour
Project Manager	\$170.00 / hour
Construction Administrator	\$150.00 / hour
Facility Assessor	\$150.00 / hour
Design Technology Specialist III	\$125.00 / hour
Design Technology Specialist II	\$105.00 / hour
Design Technology Specialist I	\$ 95.00 / hour
Administration	\$ 95.00 / hour
Clerical	\$ 65.00 / hour
Student Intern	\$ 65.00 / hour

ARCHITECTURE

Senior Architect	\$200.00 / hour
Architect III	\$175.00 / hour
Architect II	\$155.00 / hour
Architect I	\$140.00 / hour
Designer III	\$140.00 / hour
Designer II	\$120.00 / hour
Designer I	\$110.00 / hour

ENGINEERING

Senior Engineer	\$210.00 / hour
Engineer III	\$175.00 / hour
Engineer II	\$165.00 / hour
Engineer I	\$150.00 / hour
Engineering Designer III	\$140.00 / hour
Engineering Designer II	\$130.00 / hour
Engineering Designer I	\$120.00 / hour

INTERIOR DESIGN

Senior Interior Designer	\$150.00 / hour
Interior Designer III	\$135.00 / hour
Interior Designer II	\$120.00 / hour
Interior Designer I	\$100.00 / hour

APPENDIX C: TERMS AND CONDITIONS

The services outlined in this Agreement cover the scope of work for the Project as defined in this Proposal. ARCHITECT will complete the service outlined in this Proposal for the fees outlined. If ARCHITECT encounters conditions that require a need for revision or modification in the fees, ARCHITECT will discuss with Client the courses and likely effects of the required modification, both in terms of timing and fees. Both parties agree to negotiate in good faith should a situation arise that requires a modification in the fees.

Billings/Payments

Invoices for services shall be submitted, at ARCHITECT's option, either upon completion of the services or monthly. Remittance information is included on each invoice. Deposits shall be credited on the first invoice. Invoices shall be payable within thirty (30) days of the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. ARCHITECT shall have the right to suspend or terminate services if payment is not received within sixty (60) days of the invoice date, ARCHITECT shall have no liability for any delays or damages incurred by Client as a result of such suspension or termination. Client shall pay all costs of collection, including reasonable attorney fees.

Client Delays

If the project is suspended or delayed by Client for more than sixty (60) days, before work can resume on the project, Client must pay all unpaid ARCHITECT invoices plus a remobilization fee equal to ten percent (10%) of ARCHITECT's fees for services remaining to be performed. Client understands and agrees that there may be a delay before ARCHITECT is able to resume work on the project and that changes to the ARCHITECT project team may occur. The project schedule will be equitably adjusted to accommodate time lost due to suspension or delay.

Expenses

ARCHITECT anticipates incurring expenses in connection with the project for travel, parking, express mailing, reproduction of reports/drawings, and similar project-related items. Meal expenses are based on our standard per diem rate. Expenses billed to the client will be increased by 15%.

Building Permit / Plan Review Fees

Client will prepare a check payable to the Authority Having Jurisdiction (AHJ) for the building permit submission and/or plan review fees. Should ARCHITECT be required to pay such fee(s) on behalf of Client, Client shall reimburse ARCHITECT the fee(s) paid, plus an additional fifteen percent (15%).

Standard of Care

In providing services under this Proposal, ARCHITECT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ARCHITECT will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of ARCHITECT's part of the project. Regardless of any other term or condition of this Proposal, ARCHITECT makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Assigned Consultants

An additional fifteen percent (15%) will be added to fees of consultants such as a permit expeditor; civil, geotechnical, survey, environmental, or specialty engineer; or Client-preferred provider retained by or assigned to ARCHITECT.

Insurance

ARCHITECT will carry Professional Liability Insurance in the amount of \$1,000,000.00 per claim/aggregate.

Indemnification

Client and ARCHITECT each agree to indemnify and hold the other harmless, and their respective officers and employees from and against losses, damages, and expenses, to the extent such losses, damages, and expenses are determined to have been caused by indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, and expenses are caused by the joint or concurrent negligence of Client and ARCHITECT, the liability shall be borne by each party in proportion to its negligence.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Client nor ARCHITECT shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages arising out of or connected in any way to the Project or this Proposal. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income, damage to reputation, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition shall be considered hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If ARCHITECT has reason to believe that such a condition may exist, Client will be notified and shall authorize and pay all costs associated with the investigation of such a condition. If (1) Client fails to authorize such investigation after such due notification, or (2) ARCHITECT has no reason to believe that such a condition exists, ARCHITECT shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

ARCHITECT shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal, or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may; as a result of post-construction, use, maintenance, operation, or occupation; contain or be caused to contain mold substances that can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures and costs for which ARCHITECT shall have no responsibility.

Risk Allocation

Notwithstanding anything to the contrary herein in recognition of the relative risks and benefits of the project to both Client and ARCHITECT, Client agrees, to the fullest extent permitted by law, to limit ARCHITECT's total liability to Client or anyone making claims through Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Proposal, from any and all causes, to the total amount of ARCHITECT's fee. It is stated that the liability limit applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Opportunity to Cure

Prior to any claim for damages being made, Client shall provide ARCHITECT with written notice of any alleged deficiencies in ARCHITECT's performance, ARCHITECT shall have a reasonable opportunity to cure any alleged defect in performance.

Termination of Services

This Agreement may be terminated by either party upon ten (10) days written notice to the other, should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay ARCHITECT for all services rendered to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses.

In the event of termination not the fault of ARCHITECT, in addition to compensation for services performed prior to termination, ARCHITECT will be compensated for Termination Expenses. Termination Expenses are in addition to compensation for services of the Agreement and include expenses directly attributable to termination for which ARCHITECT is not otherwise compensated, plus an amount equal to ten percent (10%) of ARCHITECT fees for services remaining to be performed after termination.

Ownership of Documents

All documents produced by ARCHITECT under this Agreement, including electronic files, shall remain the property of ARCHITECT and may not be used by Client for any other purpose without the written consent of ARCHITECT. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify, and hold harmless the ARCHITECT and its subconsultants from any and all claims and/or damages arising from such use. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to ARCHITECT and its consultants.

Defects in Service

Client shall promptly report to ARCHITECT, in writing, any defects or suspected defects in ARCHITECT's services. Client agrees to impose a similar notification requirement on all contractors and their subcontractors on the Project. Failure by Client and Client's contractors or subcontractors to notify ARCHITECT shall relieve ARCHITECT of the costs of remedying the defects that are in excess of the sum such a remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution

Any claim or dispute between Client and ARCHITECT shall be submitted to non-binding mediation, subject to the Parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State where the work is performed shall govern this Proposal.

Relationship of the Parties

All services provided by ARCHITECT are for the sole use and benefit of Client. Nothing in this Proposal shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ARCHITECT. All items have been fairly negotiated and that Client had the option of altering or foregoing the terms and conditions in exchange for an equitable adjustment in ARCHITECT's fee.

FURTHER, PURSUANT AND SUBJECT TO FLORIDA STATUTES, SECTION 558.0035, THE OWNER AGREES THAT ANY INDIVIDUAL PERSON EMPLOYED AS A ARCHITECT BY ARCHITECT OR AN AGENT OF ARCHITECT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. FURTHER, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS PROPOSAL AND THE COMPLETION AND/OR TERMINATION OF THE SERVICES PROVIDED BY ARCHITECT.

END OF PROPOSAL