

**Date:** October 16, 2025

**Client:** Ms. Kara Franker  
Monroe County Tourism Development Council  
1201 White Street  
Key West, FL 33040

sent via email to: [julia@fla-keys.com](mailto:julia@fla-keys.com)

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

**Representative:** Heather Carruthers

**Project:** Tourism Development Council Office Renovation - REVISED

## I. Scope of Services

- A. Design Professional shall provide Programming, Architectural, Electrical and Plumbing Engineering and Interior Design services as described herein. The project is a gut renovation of the TDC office spaces located at 1201 White Street, Key West, FL 33040.
- B. The office is approximately 3,000sf located in a single-level concrete building. The goal is to create a space that better reflects the destination and provides flexible spaces, including:
  - More welcoming lobby/entryway
  - Open bull-pen style workspace
  - Offices for senior staff, possibly glass-walled
  - One or two flexible conference rooms
  - Possibly a studio-type space for webinars and podcast recording
  - Updated kitchen/breakroom area
  - Conversion of unused restroom to storage area
  - Updated restroom
- C. The project will be delivered in Programming/Concepting, Schematic Design, Design Development, Construction Documents, Permitting and Bidding, and Construction Administration phases.

## II. Conditions

- A. Refer to APPENDIX A for Expanded Scope of Services and Deliverables.
- B. Refer to APPENDIX B for Stipulations, Exclusions, and Additional Services.
- C. Refer to APPENDIX C for Hourly Rates.
- D. Refer to APPENDIX D for Terms and Conditions.

**III. Compensation**

- A. For Services described in Section IA, 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	TOTAL
Pre-Design & Concepting Services	\$ 18,570.00
Schematic Design	\$ 18,940.00
Design Development	\$ 15,040.00
Construction Documents	\$ 16,880.00
Permitting & Bidding	\$ 2,540.00
Construction Administration	\$ 11,930.00
	<b>\$ 83,900.00</b>

- B. The Fixed Fee includes “Expenses” except “Building Permit / Plan Review Fees” as well as “Assigned Consultants.” Refer to the Terms and Conditions.
- C. Any services or scope of work items beyond those noted herein shall be an Additional Service. Additional Services will be provided only after written approval is received by Design Professional.

**SCHEDULE**

Design Professional 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 Design Professional’s services is dependent upon third parties not under the control of Design Professional as well as the cooperation of Client. Design Professional will make reasonable efforts to complete its work within Client’s time constraints. However, Design Professional’s inability to satisfy Client’s time constraints for reasons beyond the control of Design Professional will not be deemed a breach of this Agreement.

The following proposed schedule will be confirmed or adjusted at the project kick-off meeting:

▪ Design Commencement	2 weeks after contract execution and receipt of deposit
▪ Due Diligence	2 weeks after design commencement
▪ Programming	2 weeks
▪ Concept Design	2 weeks after Programming is Finalized
▪ Client Concept Design Review (*)	2 weeks
▪ Schematic Design Submission	4 weeks after receipt of Client Concept Design Comments
▪ Client SD Review (*)	2 weeks
▪ Design Development Submission	4 weeks from receipt of Client SD comments
▪ Client DD Review (*)	2 weeks
▪ Construction Document Submission	4 weeks from receipt of Client DD Comments
▪ Client CD Review	2 weeks
▪ Permit Submission (*)	2 weeks from receipt of Client CD comments
▪ Permit Review (*)	4 weeks
▪ Bidding Phasing Assistance	2 weeks

- |                               |   |
|-------------------------------|---|
| ▪ Construction Administration | Based on 3 months construction schedule |
| ▪ Closeout                    | 2 weeks after substantial completion    |

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

(\*) Design Professional 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.

This Agreement represents the entire integrated Agreement between Client and Design Professional and supersedes all prior negotiations, representations, or Agreements, whether written or oral. This Agreement may be amended only in writing and signed by both Client and Design Professional. Design Professional reserves the right to modify or amend the fee and scope referenced if this Agreement is not executed within thirty days.

Please sign and return this Agreement for our records. Authorization by Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by both Design Professional and Client.

\_\_\_\_\_  
Signature                      Date

  
\_\_\_\_\_  
K2M Design®, Inc.                      October 16, 2025  
Heather Carruthers, Director

\_\_\_\_\_  
Printed Name                      Title

  
\_\_\_\_\_  
K2M Design®, Inc.                      October 16, 2025  
Scott C. Maloney, President

**APPENDIX A: EXPANDED SCOPE OF SERVICES AND DELIVERABLES****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.

The following reports are included in the scope:

- Accessibility Report
- Existing Conditions Report
- Existing FFE Matrix

**PROGRAMMING**

The Design Professional shall manage and administer the Programming Services. The Design Professional shall consult with the Client, research applicable programming criteria, attend Project meetings, communicate with members of the Project team, and issue a final program document.

The Design Professional shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

The Design Professional will provide programming and planning services to define the overall project components including:

1. Conducting a walkthrough of the Client’s existing facilities.
2. Conducting work sessions with key stakeholders to assess operations and trends, review personnel requirements, and discuss space needs.
3. Developing space needs by function and size.
4. Creating Space Data Sheets establishing general space quality standards for the Project.
5. Providing a preliminary opinion of the program with respect to the Client’s stated budget objectives.

**CONCEPT DESIGN**

The primary goal of Concept Design is to establish the vision for the project and test whether the team’s project vision can be effectively implemented on the site within the project schedule and budget. During this phase, we will review and establish the overall objectives of the project. It’s about understanding the client’s goals, constraints and opportunities before design work formally begins. Design Professional will:

- Engage with Client and stakeholders to understand goals, culture, and operational needs.
- Provide an evaluation of the information furnished by the Client, including the program, schedule requirements and project budget, each in terms of the other.
- Determine delivery model.
- Determine furniture procurement method.

Documents: *Electronic concept package which includes Site History, Design Narrative, Visual Narrative and Color Story; includes (1) revision.*

Approval: *Documented approval of Concept Design phase by Client.*

### **SCHEMATIC DESIGN**

The purpose is to produce a design solution illustrating the scale and relationship of the project components based on the program, budget, and other project requirements. The Schematic Design Documents shall consist of drawings and other documents including a floor plan, preliminary building plans, elevations, and *may* include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing as a narrative. Design Professional will review with Client the approaches to design and construction of the project. Design Professional shall also review and prepare a written evaluation of Client's program, schedule, budget for the cost of the work, project site, and the proposed procurement or delivery method and other initial information provided by Client. Project schedules will be updated after approval of the submission.

Documents: *All Documents are considered complete to the level of Schematic Design to continue into Design Development, Program, Basic Code and Zoning Analysis, Engineering Basis of Design, Narrative on Special Requirements (such as environment, historical limitations, hardening, etc.), drawings, and specifications.*

Approval: *Documented approval of Schematic Design phase by Client.*

### **DESIGN DEVELOPMENT**

The purpose is to advance the initiated design in Schematic Design. Upon Client approval of the Schematic Design, the team will start Design Development. The project will be defined during this phase including further developed drawings, preliminary code analysis, interior elevations, building sections, and typical construction details. Building systems will be further defined into basic systems, preliminary calculations, and major design elements. This phase further develops the design and incorporates engineering disciplines to establish the final scope and details of the work. Outline or short-form A-E specifications may be provided if requested by Client. A quality control review will be conducted.

#### **Drawings and Specifications**

##### Architectural

- *Building floor plan(s) with dimensions, location of fire-rated elements, wall thicknesses, ingress and egress locations, door swings with numbers, casework/millwork, equipment and fixture locations, and room numbers.*
- *Reflected ceiling plans with ceiling heights.*
- *Interior elevations with all basic design features and engineering elements ready for Interior Design information (FFE, finishes, other Interiors elements).*
- *Larger scale plans indicating required clearances and further detail such as vestibules, restrooms, and kitchens.*
- *Wall sections and typical construction details for the various conditions.*

- Selection and schedule of UL details, NOA details, STC details, and other pertinent rated information.
- Door and window schedule showing sizes, materials, fire ratings, special construction, and preliminary hardware.
- Plans and elevations of millwork, casegoods, and other designed elements.
- Deferred/delegated design submittal schedule.
- Preliminary COMcheck.

#### Interiors

- Floor and ceiling plans showing FFE, finishes, and other specialty features.
- Interior elevation elements, notes, and callouts at design focal points.
- Preliminary selections for FFE with basis of design.
- Final color schemes/patterns for major finish elements.
- Interior finish schedule for all spaces and surfaces.
- Furniture plan and schedule.

#### Plumbing/Fire Suppression

- Floor plan(s) showing water, sanitary waste, compressed air, acid waste, special traps (i.e., plaster, grease) and gas piping with sizes; location of fixtures and meter locations, sizes.
- Sanitary and vent riser diagrams for vertical and horizontal coordination with Architectural.
- Plumbing fixture schedule with basis of designs.
- Coordination with local utilities.
- Fire Suppression design criteria.

#### Electrical/Fire Alarm

- Floor plan(s) showing distribution systems (transformers, switch gear, panelboards, etc.) lighting, power, data, and power-consuming equipment locations with preliminary camera locations and access control facilities clearly identified.
- Schedules for fixtures, panels, equipment, and food service equipment showing electrical characteristics, design loads, capacities, etc.
- Light fixture schedule with basis of design including standard lighting and specialty fixtures.
- Preliminary COMcheck.
- Fire Alarm design criteria.

#### CSI Specifications

- Short form drawing specifications

Documents: All Documents are considered complete to the level of Design Development to continue into Construction Documents, unless noted otherwise. Final Program with set plans, Code and Zoning Analysis, Drawings, and Specifications.

Approval: Documented approval of Design Development phase by Client.

### **CONSTRUCTION DOCUMENTS**

Based on Client's approval of the Design Development Documents and on Client's authorization of any adjustments in the project requirements and the budget for the cost of the work, Design Professional 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 Design Development Documents and other requirements for the construction of the work. A quality control review will be conducted.

Client and Design Professional 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 Design Professional, which Design Professional shall review if engaged to do so. During the development of the Construction Documents, Design Professional shall assist Client in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions) and (2) a Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

**Contract Documents**Architectural

- *Cover Sheet*
- *General Notes and Legends, Drawing Index, Code Analysis, and Misc. Information*
- *Sequence of the Work Plan (Phasing), if required*
- *Demolition Plans, Elevations, and Photographs*
- *Architectural Site Plan and Details*
- *Life Safety Plans with fire ratings, length of travel, and door capacity*
- *Floor Plan*
- *Enlarged Plans and Elevations*
- *Window, Door, and Hardware Schedules*
- *Equipment, Millwork, and Casework Plans, Elevations, and Details*
- *Interior Details*
- *Wall Details*
- *Special Construction Plans and Details*
- *Final COMcheck*

Interiors

- *Finish Plans*
- *Furniture Plans*
- *Interior Elevations*
- *Finish Schedules*
- *Interior Details*
- *Telephone, Data and Power Plan*
- *Reflected Ceiling Plan*

Plumbing

- *General Notes and Legends*
- *Demolition Plans, Elevations, and Details*
- *Sanitary and Domestic Water Floor Plans*
- *Enlarged Equipment Room Plans*
- *Sanitary / Vent Riser Diagram*
- *Special Elevations, Sections, and Details*
- *Equipment and Fixture Schedules*

Fire Suppression

- *General Notes and Legends*
- *Plans*
- *Details and Diagrams*

Electrical

- *General Notes and Legends*
- *Demolition Plans, Elevations, and Details*
- *Power and Lighting Floor Plans*
- *Technology Plan*
- *One Line Diagram*
- *Special Sections and Details*
- *Equipment, Fixture, and Panel Schedules*
- *Final COMcheck*

Fire Alarm

- *General Notes and Legends*
- *Plans*
- *Details and Diagrams*

CSI Specifications

- *Final Standard Requirements (Division 00)*
  - *Cover Sheet*
  - *Table of Contents*
  - *Solicitation, Instructions to Bidders, Bid Form, Bid Security Form, Bidder's Qualifications, EDGE Affidavit, Contract Form, Performance and Payment Bond Form, Contracting Definitions, General Conditions, Wage Rate Requirements, Supplemental Instructions*
- *Final, limited General Requirements Specifications (Division 01)*
- *Final Technical Specifications (Divisions 02 through 49)*

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

**PERMITTING**

Assist in submitting electronic stamped and signed PDF Contract Documents for plan approval and building permit. Respond to plan review comments and coordinate with the AHJ.

**BIDDING**

Design Professional shall assemble contract documents for bidding. We 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. Design Professional will conduct a pre-bid meeting with interested parties. 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.

**CONSTRUCTION ADMINISTRATION AND OBSERVATION**

Design Professional 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 Design Professional in electronic format. During the Construction phase Design Professional provides the following:

- Project Communication / Meeting Attendance: attend progress meetings with contractors. In addition, conduct phone conferences, etc. maintaining an open line of communication throughout construction.
- Site Visits: The Design Professional shall visit the site at intervals appropriate to the stage of construction 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.
- Submittals / Shop Drawings: Review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- Requests for Information: Respond to requests for information from the contractors and interpret the contract documents as needed
- Change Proposal Review: If necessary, review contractor's costs for changes in work whether due to unforeseen condition, client change, or otherwise against the contract documents.
- Punch List: The Design Professional will conduct a review of the building prior to occupancy and review the contractor prepared punch list for work to be completed.
- Substantial Completion: The Design Professional will issue a Substantial Completion notice to the contractor commencing the warranty period. We will complete a final site visit to verify conformance of the Work with the requirements of the Contract Documents.
- Final Completion: Upon receipt and completion of all contract requirements by the contractor, we will prepare a final completion certificate.

**APPENDIX B: 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
  - Previous architectural, interior design, and engineering drawings if in possession
2. Client shall provide written approval of Design Professional’s Conceptual Design, Schematic Design, Design Development, and Construction Document submissions to Design Professional 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 Design Development acceptance will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services. Client shall inform Design Professional of sequence and timing of the solicitation of construction bids for the project.
3. All work shall be prepared in Revit. Revit models will be available to the contractors on the project for use in developing their shop drawings. The maximum level of development will be a Level of Development (LOD) 300 model. Models developed beyond this LOD will be an Additional Service.
4. Inclusive expenses in our base fee include the following:
  - a. (3) sets of drawings are anticipated for each of the two submittal phases.
  - b. (6) sets of drawings are anticipated for the final Construction Document phase.
5. Design Professional will work with Client’s preferred furniture vendor or introduce Client to vendors who can assist in developing the final furniture package. Prior to selecting actual systems, Design Professional will develop non-product specific layouts. Upon selection of furnishings, Design Professional shall assist in the selection of finishes and layouts.
6. Existing utilities are understood to be capable of supporting the new Tenant.
7. Millwork and casegoods detailing are by the Contractor in shop drawing format. Kitchenettes and break rooms do not anticipate commercial grade equipment.
8. The initial due diligence field survey includes (1) Architect and (1) Project Administrator. The purpose of the due diligence field survey is to document existing conditions and generate background drawings for use in the project documentation, but it is not the intent to create “as-built” drawings. Design Professional can only document items that are visually accessible.
9. Design Professional to provide one preliminary design scheme/package on color boards or loose samples to Client. Any changes are to be made at the design review.
10. (1) round of comments from Client is anticipated at each design phase – additional review period is to be an additional fee.
11. Includes the following meetings through the duration of the project:

<b>Meeting Type</b>	<b>Number of Meetings</b>	<b>Meeting Format</b>
Design Development Meetings	2	1 In-Person, 2 Virtual
Design Presentation Meetings	4	Virtual
Owner-Architect-Contractor Meetings	12	Virtual

12. Detailed and/or defined Fire Alarm and Fire Suppression deferred submission documents are to be provided by the Client’s Contractor based on Design Professional’s code analysis and other requirements from the Authority Having Jurisdiction (AHJ). A registered design professional hired by the Client’s Contractor shall design, sign, and seal the documents for permitting and AHJ approval. Design Professional will not sign, seal, stamp, certify, or otherwise approve these drawings, but Design

Professional may review for general compliance with the contract documents' intent. Design of a fire pump, if required, can be provided as an additional service.

13. In providing opinions of probable construction cost, the Client understands that the Design Professional 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 Design Professional's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Design Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Design Professional's opinion of probable construction cost.
14. Base fee includes up to (10) hours for permitting and comments from the AHJ. Any hours above this will be an additional fee.
15. For the Bidding phase, Design Professional will assist Client in distributing the Contract Documents for bids and issue clarifications or changes in the Project to bidders as requested by Client. Base fee includes (14) hours for bidding.
16. During Construction Administration Design Professional 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. Design Professional shall respond to the Contractor's Request for Interpretation ("RFI") within 5 working days of receiving the RFI.
17. Construction Administration fees are based on the following:
  - a. RFIs totaling (20) hours.
  - b. Submittal reviews totaling (46) hours.
  - c. Weekly OAC for (1) persons for (30) minutes for the duration of construction.
  - d. (6) periodic field/site visits are included for the duration of construction.
  - e. (1) punch walk with the contractor at substantial completion is included per discipline.

*Additional quantities of the above can be provided as an Additional Service.*
18. 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. Design Review hearings.
2. Renderings.
3. Fast-track construction, multiple GCs, multiple bid packages, and/or phased construction.
4. Commissioning.
5. LEED services.
6. Full-time field observation and/or on-site construction management.
7. Hazardous material survey, abatement design, Phase 1 and 2 Environment reports.
8. Material or destructive testing of any kind.
9. Value engineering, alternates evaluation, and substitution requests.
10. Any modifications of the existing utility mains or entrance.
11. Arc fault and short circuit calculations.
12. Any modifications of the existing utility mains or entrance.
13. Specialty lighting and dimming control system.
14. TV/monitor equipment/hardware, electronic locks, speaker systems, audio systems, audiovisual equipment, security systems.
15. Exterior signage.
16. Interior signage.

17. Commercial cooking kitchen design.
18. Fitness equipment.
19. Post occupancy evaluations and warranty walks.
20. Building Information Model (BIM) information for post-construction use.
21. Printed drawings for Client or Contractor use.
22. Architect's coordination of the 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 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 an hourly rate per Design Professional'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. Providing consultation concerning replacement of work damaged by fire or other causes during construction and furnishing services required in connection with the replacement of such work are an additional service.
5. Preparing documents for alternate, separate, phased, or sequential bids or providing service in connection with bidding, negotiation, or construction prior to the completion of the Construction Documents phase is an additional price.
6. If renderings are required, they shall be billed at Design Professional's standard rate for renderings: \$1,600 for 3D 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.
7. O&M Manual compilation and record drawings will be prepared utilizing Contractor "as-builts" on an hourly rate basis only. The drawings will be prepared by Design Professional's drafting staff only. Design Professional will maintain electronic files for this Project and provide one digital set to Client.
8. Time and Expenses and "Hourly" Not to Exceed (NTE) work fees are an approximation. The work shall be considered complete when Design Professional'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 C: 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 D: TERMS AND CONDITIONS**

The services outlined in this Agreement cover the scope of work for the Project as defined in this Agreement. Design Professional will complete the service outlined in this Agreement for the fees outlined. If Design Professional encounters conditions that require a need for revision or modification in the fees, Design Professional 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 Design Professional'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. Design Professional shall have the right to suspend or terminate services if payment is not received within sixty (60) days of the invoice date, Design Professional 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 Design Professional invoices plus a remobilization fee equal to ten percent (10%) of Design Professional's fees for services remaining to be performed. Client understands and agrees that there may be a delay before Design Professional is able to resume work on the project and that changes to the Design Professional project team may occur. The project schedule will be equitably adjusted to accommodate time lost due to suspension or delay.

**Expenses**

Design Professional 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 Design Professional be required to pay such fee(s) on behalf of Client, Client shall reimburse Design Professional the fee(s) paid, plus an additional fifteen percent (15%).

**Standard of Care**

In providing services under this Agreement, Design Professional 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. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the project. Regardless of any other term or condition of this Agreement, Design Professional 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 Design Professional.

**Insurance**

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

**Indemnification**

Client and Design Professional 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 Design Professional, 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 Design Professional 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 Agreement. 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 Design Professional 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) Design Professional has no reason to believe that such a condition exists, Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

**Hazardous Materials/Mold**

Design Professional 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 Design Professional 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 Design Professional, Client agrees, to the fullest extent permitted by law, to limit Design Professional'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 Agreement, from any and all causes, to the total amount of Design Professional'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 Design Professional with written notice of any alleged deficiencies in Design Professional's performance, Design Professional 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 Design Professional 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 Design Professional, in addition to compensation for services preformed prior to termination, Design Professional 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 Design Professional is not otherwise compensated, plus an amount equal to ten percent (10%) of Design Professional fees for services remaining to be performed after termination.

**Ownership of Documents**

All documents produced by Design Professional under this Agreement, including electronic files, shall remain the property of Design Professional and may not be used by Client for any other purpose without the written consent of Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify, and hold harmless the Design Professional 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 Design Professional and its consultants.

**Defects in Service**

Client shall promptly report to Design Professional, in writing, any defects or suspected defects in Design Professional'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 Design Professional shall relieve Design Professional 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.

**Construction without Observation**

Site visits during construction not included. It is understood and agreed that Design Professional's Basic Services under this Agreement do not include project observation or review of the Contractor's performance, and that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Construction Documents and for construction observation, and Client releases Design Professional from and waives any claims against Design Professional that may be in any way connected thereto.

Client acknowledges that there could be misinterpretations of Design Professional's Design Documents during construction, which could lead to errors and subsequent loss or damage. Additionally, there could be failures to detect errors, omissions, or ambiguities in the Design Documents. Client assumes all responsibility for review and interpretation of the Design Documents, and for construction observation, and Client waives any claims against the Design Professional that may be in any way connected thereto.

**Dispute Resolution**

Any claim or dispute between Client and Design Professional 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 Agreement.

**Relationship of the Parties**

All services provided by Design Professional are for the sole use and benefit of Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Design Professional. 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 Design Professional's fee.

FURTHER, PURSUANT AND SUBJECT TO FLORIDA STATUTES, SECTION 558.0035, THE OWNER AGREES THAT ANY INDIVIDUAL PERSON EMPLOYED AS A DESIGN PROFESSIONAL BY DESIGN PROFESSIONAL OR AN AGENT OF DESIGN PROFESSIONAL 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 AGREEMENT AND THE COMPLETION AND/OR TERMINATION OF THE SERVICES PROVIDED BY DESIGN PROFESSIONAL.

**END OF AGREEMENT**