

**FIRST AMENDMENT TO THE WORK ASSIGNMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND JUSTIN ARCHITECTS, P.A. (INTERIOR)**

THIS FIRST AMENDMENT TO THE WORK ASSIGNMENT ("First Amendment") is made and entered into as of the ____ day of _____, 2026, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **JUSTIN ARCHITECTS, P.A.**, a Florida Professional Association (hereinafter referred to as "ARCHITECT").

W I T N E S S E T H:

WHEREAS, the CRA and the ARCHITECT previously entered into an Agreement for Professional Architectural Services dated May 30, 2024, (the "Original Agreement"); and

WHEREAS, the CRA and the ARCHITECT previously entered into a Work Assignment for interior architectural services dated February 26, 2026, to provide architectural services for the development of the design and construction plans for the interior rehabilitation and renovation associated site improvements at 102 NW 5th Avenue; and

WHEREAS, the CRA and ARCHITECT agree to enter into this First Amendment for the ARCHITECT to provide additional professional architectural services related to engineering services that are necessary to complete the structural design and plans, as more particularly described in Exhibit A; and

WHEREAS, the CRA and ARCHITECT agree to enter into this First Amendment to increase the contract amount in an amount not to exceed Twenty Thousand Three Hundred Dollars and Zero Cents (\$20,300.00), for a total contract amount not to exceed One Hundred Thirty-Two Thousand Five Hundred Seventeen Dollars and Sixty Cents (\$132,517.60); and

WHEREAS the CRA and ARCHITECT agree to enter into this First Amendment so that the CRA's Executive Director may further approve and amend the Original Agreement and subsequent amendments by executing a written agreement signed by both parties.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. The Original Work Assignment is amended for the ARCHITECT to provide additional professional architectural services related to engineering services that are necessary to complete the structural design and plans, as more particularly described in Exhibit A.

3. The Original Work Assignment is amended to increase the contract amount in an amount not to exceed Twenty Thousand Three Hundred Dollars and Zero Cents (\$20,300.00), for a total contract amount not to exceed One Hundred Thirty-Two Thousand Five Hundred Seventeen Dollars and Sixty Cents (\$132,517.60).

4. The Original Work Assignment is amended to allow the CRA's Executive Director to further approve and amend the Original Agreement and subsequent amendments by executing a written agreement signed by both parties.

5. That except as amended herein, the CRA and ARCHITECT ratify, approve, and reaffirm the terms of the Original Agreement, the Original Work Assignment, and the Original Work Assignment shall remain in full force and effect, except as amended herein.

6. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the Original Work Assignment and this First Amendment shall control to the extent of any such conflict or ambiguity.

Assignment on the date first written above.

By: Juli Casale, Chair

APPROVED AS TO FORM:

By: _____ By: _____
Print Name: _____ Title: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of ___, 2026, by ___, as _____ (name of officer or agent, title of officer or agent), of **JUSTIN ARCHITECTS, P.A.**, a Florida Professional Association, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Commission Number

Exhibit A

~~May 4, 2026~~
~~May 8, 2026~~
~~May 12, 2026~~
May 20, 2026

Carlos Justiniano, RA, NCARB
Vice President
Justin Architects
2400 E Commercial Blvd. Suite 201
Fort Lauderdale, FL 33308

Re: 2604-P11 102 NW 5th Ave Renovation – Delray Beach, FL – Rev 052026

Mr. Justiniano:

ACcord Engineering, Inc. (“ACcord Engineering” or Consultant) is pleased to submit this letter and attached agreement (Agreement) to Justin Architects (CLIENT) for structural design services for the referenced project. The purpose of the Agreement is to outline the scope of services as understood by ACcord Engineering and accepted by CLIENT, and to establish the contractual conditions between ACcord and CLIENT with respect to the proposed services herein.

PROJECT UNDERSTANDING

It is the Consultant’s understanding that the CLIENT is requesting Structural Engineering services for the interior renovation of a 1-story multi-tenant, approximately 6,400 SF commercial building, located at 102 NW 5th Ave., Delray Beach, FL. The Client wants the Consultant to provide analysis, design, construction documents, and construction observation for the subject project’s structural systems.

The Consultant conducted a structural building assessment and presented the report to the Client on April 24, 2026. This assessment provided an understanding of the building’s existing conditions and identified the structural elements requiring repair. These structural repairs, including but not limited to concrete columns and beams, will be addressed in the construction documents included in this proposal, along with renovation items based on the Client’s proposed interior renovation plans.

The assumed existing structural system is taken as follows:

- Concrete shallow foundations
- Reinforced concrete slab-on-grade
- Concrete Masonry Unit (CMU) load bearing perimeter walls
- Lateral force resisting system

Per the Client, the following items are to be included in this proposal:

- Phases
 - Construction Documents (50% and 100%)
 - Permitting
 - Bidding
 - Construction Administration (RFIs, Submittal review, site visits)

SCOPE OF SERVICES

ACcord Engineering will provide the services specifically set forth below.

Task 1 - Construction Documents

The Consultant shall attend one (1) kick-off meeting with the design team, to review the desired design elements and the project’s delivery schedule.

ACcord Engineering shall finalize and provide all structural design documents signed and sealed for permit application with design criteria and minimum requirements per the Florida Building Code (FBC). The consultant shall attend up to one (1) meetings and/or conference calls, limited to two (2) hours, with the CLIENT to discuss any changes / updates to the project from the previous phase.

Structural design drawings for this phase shall include but not be limited to the following:

- General structural construction notes including design criteria, material specifications, scope of miscellaneous/prefabricated specialty engineered items, and contractor responsibilities, including shoring.
- Finalized gravity and Components and Cladding wind diagrams and tables
- Demolition plans
 - Provide location of structural elements to be demolished and/or repaired (i.e. existing walls, columns, slab-on-grade, roof framing)
- Foundation plans
 - Location and sizes of foundation elements, columns, walls, shearwalls, and special equipment
 - Slab-on-grade elevation, depressions, slopes, steps, and reinforcement requirements
 - Pertinent section cuts for foundation elements
- Roof framing plans
 - Size, location, and spacing of all structural members with design marks
 - Top of floor, beam, and wall elevations at each level
 - Locations of roof penetrations
 - Pertinent sections cuts for framing elements
- Fully developed building sections showing critical structural elements and relationships
- Standard and project specific structural details
 - Typical concrete restoration and repair details
 - Typical and project specific reinforcement requirements for concrete and CMU elements
 - Framing diagrams and connections for framing assemblies
 - Floor and roof diaphragm connections
- Final foundation, column, wall, shearwall, and beam schedules providing size, and reinforcement requirements.

The Consultant shall prepare bid form documentation for use by prospective contractors. The bid form shall be based on the construction documents and is intended solely to facilitate the receipt and comparison of bids. The Consultant shall not be responsible for the completeness or accuracy of contractor bids, including quantities, pricing, or means and methods.

At the completion of this phase, any plan revisions or comments that are required due to a significant design change by the Client or Client's consultants shall result in an additional service.

Task 2 - Permitting

ACcord Engineering will provide responses to Permit Review Comments pertaining to the items included in the construction documents as noted in the Project Understanding and Task 1 sections above. Any Permit Review Comments resulting in the required addition of structural elements caused by changes from the Owner, Contractor, Client, or other Subconsultant, will result in additional services at the hourly rates as shown in the ACcord Engineering Professional Hourly Rates schedule below.

ACcord Engineering does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client.

Task 3 - Bidding

The Consultant shall assist and advise the Client during the bidding process, including preparation of a detailed Schedule of Values (SOV) to help ensure that bid pricing adequately captures the full project scope and associated costs. Services shall also include attendance at one (1) pre-bid meeting and preparation of responses to contractor Requests for Information (RFIs) issued during the bidding period. All Consultant responses shall be subject to Client

review and approval prior to issuance. The Consultant shall review and evaluate all bids submitted for compliance with the project requirements and structural scope of work.

Task 4 – Construction Administration

ACcord Engineering will provide services during the construction phase specifically as stated below:

- The Consultant shall attend a Pre-Construction meeting to assist the CLIENT in responding any questions from the Contractor regarding the structural components of the project.
- The Consultant shall attend OAC construction meetings, as necessary and as requested by the CLIENT, to discuss the development of the construction and provide professional consultation to the CLIENT in regards to the design elements related to the Consultant.
- Consultant will review and take appropriate action in respect to Shop Drawings, samples, testing data, shoring design, and other data the Contractor is required to submit per the Contract Documents. Review of such items is limited to only for conformance with the information given in the Contract Documents prepared for the scope of service herein. Review of shop drawings is limited to two (2) reviews, unless changes made by the Consultant necessitate revisions to shop drawings. Such review and approvals or other actions taken by the Consultant will not extend to means, methods, techniques, equipment choice and usage, schedules, procedures of construction, or to related safety programs.
- Consultants will respond to reasonable and appropriate Contractor requests for information (RFI) and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the Client.
- Perform periodic site visits to identify and document areas requiring concrete repair, provide clarification of repair limits to the Contractor, and observe the work following concrete removal and subsequent placement of repair materials for general conformance with the design intent. Such services do not include continuous inspection or supervision, and the Engineer shall not be responsible for construction means, methods, sequences, procedures, or safety. Field reports will be issued to the Client for field visits performed during construction.
- Consultant will provide a letter of completion to the CLIENT for the purpose of obtaining a Certificate of Operations.

ACcord Engineering shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, schedules, procedures of construction, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the Contract Documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

SERVICES NOT INCLUDED

The services described below are considered exclusions to the scope of work and may be contingent to additional service if requested and approved in writing.

- Major revisions/changes to the project after the drawings have been issued for permit.
- Specifications
- Non-structural items, including but not limited to waterproofing, damp proofing, roofing systems, drainage, finish surfaces, façade systems, and mechanical systems.
- Engineered shoring design
- Delegated design, including but not limited to FRP concrete design
- Additional Construction Administration Services, including but not limited to:
 - Consultation during construction concerning damage, defects or deficiencies in the work of a contractor

- Evaluating change orders
- Providing construction estimates
- Special Inspections during construction, to be provided under separate Additional Services Agreement

ADDITIONAL SERVICES

In the event that additional services are requested, they will be invoiced at the hourly rate as indicated in the table below:

ACcord Engineering Professional Hourly Rates

TITLE	RATE
Project Manager	\$175
Principal Engineer	\$250
Senior Engineer	\$215
Project Engineer	\$150
Junior Engineer	\$110
Special Inspector	\$215
Field Technician	\$110
BIM/CAD Designer	\$100
Administration	\$75

INFORMATION PROVIDED BY CLIENT

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by ACcord Engineering during the project, including but not limited to the following:

- Multi-discipline coordination plans (PDF) and CAD/BIM files (Architectural, MEP, and Civil).
- Site survey
- Laboratory tests
- All permit applications and governmental inspection fees

SCHEDULE

ACcord Engineering will provide our services as expeditiously as practicable and are willing and able to collaborate continuously with your team throughout the span of the design phase. The approximate times noted on the Service Schedule below are not guaranteed since they are dependent on various parties/circumstances (i.e. client review response time and notice to proceed, building department review process, G.C. construction schedule). The presumed schedule (below) is to be approved or amended during the project contract, to be issued by the Client.

Service Schedule

PHASE	APPROX TIME
Construction Documents 50%	28 D
Construction Documents 100%	28 D
Bidding and Negotiation	TBD
Building Permitting	TBD
Construction Administration	TBD

Legend: D=Calendar Days, WK=Weeks, MO=Months, TBD=To Be Determined

FEE AND EXPENSES

ACcord Engineering proposes to perform the structural engineering design services described in the scope of work for the amounts set forth in the Fee Compensation Schedule.

Fee Compensation Schedule

PHASE	FEE
Construction Documents	\$10,200
Permitting	\$1,600
Bidding	\$2,500
Construction Administration	Hourly NTE \$6,000
Total	\$14,300 + Hourly

We are able to commence services after we have received a fully-executed agreement.

Lump sum fees will be invoiced monthly based upon the Consultant's estimate of the overall percentage of services actually performed during the billing period. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and ACCord Engineering project number.

The invoice will be re-sent with a notice after the 30th day of your receipt of the original invoice. In the event an invoice or any portion thereof remains unpaid for more than forty-five (45) days following the notice, ACCord Engineering may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

CLOSURE

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to ACcord Engineering, Inc. and "Client" shall refer to Justin Architects.

If you concur with all the foregoing and wish to direct us to proceed with the services described herein, please have an authorized person execute the Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

To ensure proper set up of your project, please complete and return with the signed copy of this agreement the attached Request for Information. Failure to supply this information could result in a delay in starting work on this project.

We sincerely thank you for giving us the opportunity to team up with you and your team. Please contact our office if you have any questions.

Very truly yours,

ACcord Engineering, Inc



Aida L. Báez, PE
Partner / Senior Structural Engineer
 Direct Tel. 561-421-1363
 Email: aida.baez@accord-eng.com



Clifton Newkirk, PE, SI
Partner / Senior Structural Engineer
 Direct Tel. (561) 593-0715
 Email: clifton.newkirk@accord-eng.com

AUTHORIZATION TO PROCEED ACCEPTED:

2604-P11 102 NW 5th Ave Renovation – Delray Beach, FL – Rev 052026

ACcord Engineering, Inc.

Print Name Aida L. Baez, PE
 Title Partner / Senior Structural Engineer
 Email aida.baez@accord-eng.com
 Date _____
 Signature _____

Justin Architects

Print Name _____
 Title _____
 Email _____
 Date _____
 Signature _____

ACCORD ENGINEERING INC.

STANDARD PROVISIONS

1) Consultant's Scope of Services and Additional Services.

The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

2) Client's Responsibilities.

In addition to other responsibilities herein or imposed by law, the Client shall:

- a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

3) Period of Services.

Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

4) Method of Payment.

Unless noted otherwise in the Fee and Expenses section of this Agreement the Client shall pay Consultant as follows:

- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 60 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5) Use of Documents.

All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if

expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

6) Opinions of Cost.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

7) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

8) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

9) LIMITATION OF LIABILITY.

In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

10) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

11) Construction Costs.

Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

12) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

13) Dispute Resolution.

All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

14) Hazardous Substances and Conditions.

Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

15) Construction Phase Services.

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

16) No Third-Party Beneficiaries; Assignment and Subcontracting.

This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

17) Confidentiality.

The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

18) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.