







December 1, 2025

Lower Keys Medical Center
Board of Directors
5900 College Rd
Key West, FL 33040

ATTN: Erica Hughes Sterling, Esq
Phone: 305.294.9556
VIA EMAIL: erica@spottswoodlaw.com

**RE: Lower Keys Medical Center Physical Plant Assessment/ Due Diligence
Located at 5900 College Rd, Key West, FL 33040
SMA Proposal #M2025-0432-0**

Dear Erica,

Thank you for giving us the opportunity to propose on this project.

Attached, please see our proposal for professional Architectural services as requested.

Please do not hesitate to contact me should you have any questions. I look forward to working with you.

Best Regards,
Saltz Michelson Architects, Inc.

A handwritten signature in blue ink, appearing to read 'C. Michelson', with a stylized flourish at the end.

Charles A. Michelson, AIA, ACHA, LEED AP
President

CAM:as
Encl:P2025-0432-0

Professional Services Proposal



AGREEMENT FOR PROFESSIONAL SERVICES

December 1, 2025

Lower Keys Medical Center
Board of Directors
5900 College Rd
Key West, FL 33040

ATTN: Erica Hughes Sterling, Esq
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RE: **Lower Keys Medical Center Physical Plant Assessment/ Due Diligence
Located at 5900 College Rd, Key West, FL 33040
SMA Proposal #M2025-0432-0**

Dear Erica:

Thank you for considering SMA as your trusted advisor for this project. We are pleased to submit the following proposal for professional architectural services for the Lower Keys Medical Center located at 5900 College Rd, Key West, FL 33040.

I. SCOPE OF WORK:

This proposal is to provide professional services for a visual observation assessment to the Lower Keys Medical Center. Evaluation will be nondestructive and consist of the following areas:

- a. Building Envelope – Inspection and Design
- b. Structural Inspection and Review
- c. MEP System – Inspection and condition review

Specifically, the team will;

Procure a site observation (observable visible wear and tear) of the building envelope, general interior condition, electrical, mechanical, plumbing and fire protection (sprinkler) systems for the above reference facility.

The basic condition assessment will include a general evaluation of the hospital's equipment's current state, including:

- Physical integrity (i.e., signs of wear and tear, corrosion, leaks).

- Manufacturer's recommended lifespan, based on equipment model and serial numbers, if available and/or observable. (HVAC/Plumbing/FP pump only).
- Age of the equipment compared to its typical service life, based on equipment model and serial numbers, if available and/or observable. (HVAC/Plumbing/FP pump only).
- Environmental conditions based on equipment location within the facility.

It is anticipated that the Owner will provide documentation of the building, as well as an escort during the site observations that can provide building/ room access to the MEP systems, including electrical equipment, Air Handling units, electrical rooms, Mechanical rooms, and closets, etc., (i.e., panel, gutter cover removal, ceiling access, HVAC access, etc.).

This proposal does not include equipment testing or performance, assessment of equipment functionally, repairs, adjustments or corrective actions.

The work Product will be a report outlining the scope of our services, and the finding of our inspections.

II. ASSUMPTIONS & CONDITIONS:

1. Owner to provide all drawings available and documents for review.
2. No repair or construction documents are included in this assessment.

III. FEES:

Our proposed fee schedule is broken down as follows:

Discipline	Consultant	Fee
Architectural	Saltz Michelson Architects, Inc	\$7,500.00
Structural	Johnson Structural Group	\$4,000.00
MEP	WSP	\$42,000.00
Envelope Consultant	IBA	\$11,200.00
Total		\$64,700.00
Reimbursable/ Travel Expenses		\$3,000.00

RETAINER: \$3,500.00 Payable upon execution of this agreement

IV. SCHEDULE

21 Calendar Days from Notice to Proceed



Erica, We welcome the opportunity to assist you with this project. If you have any questions regarding the above information, please do not hesitate to contact our offices, and if this proposal meets with your approval, please sign this letter, initial all the attachments, and return our records.

We are looking forward to working with you,



Dec. 1, 2025

Saltz Michelson Architects

Date

Charles A. Michelson, AIA, ACHA, LEED AP
President

Print Name & Title

Lower Keys Medical Center

Date

Erica Hughes Sterling, Esq

Print Name & Title

Attachments: General Conditions; 2025 Hourly Rates

CAM:as S:\Proposals\2025 Proposals\M2025-0432-0 LOWER FLORIDA KEYS HOSPITAL DISTRICT BOARD (Lower Keys Medical Center Physical Plant Assessment)



GLOBAL THINKING, LOCALLY MINDED

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AR0009976 | Proposal No. M2025-0432-0

Initial: SMA  Client: _____

SALTZ MICHELSON ARCHITECTS
2025 STANDARD BILLING RATES

Principal	\$ 375.00
Designer	\$ 275.00
Senior Project Manager	\$ 245.00
Director of Interiors	\$ 210.00
Project Manager	\$ 210.00
BIM Manager	\$ 210.00
Assistant Project Manager	\$ 185.00
Project Specialist III / Job Captain	\$ 175.00
Project Specialist II	\$ 165.00
Project Specialist I	\$ 150.00
Administrative	\$ 105.00

GENERAL CONDITIONS

These general conditions are attached and made part of proposals and agreements for services by Saltz Michelson Architects, the Architect.

1.0 Standard of Care

In performing its professional services, the Architect will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Architect's undertaking herein or its performance of services and it is agreed that the Architect is not a fiduciary with respect to the Client.

2.0 Basic Services

Architect shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Architect's services. Architect assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Architect will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with the attached Hourly Rate Schedule or as otherwise mutually agreed to by the parties.

4.0 Client Responsibilities

Client shall designate in writing, a person to act as his/her authorized representative with respect to the services to be rendered under the Agreement. Client shall provide all criteria and information required for Architect to perform services under the Agreement. Client shall provide for access to and make all provisions for Architect to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

a) Monthly progress invoices for basic services and additional services will be submitted to Client by Architect based on percent complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to annual adjustment.

b) In order to provide uninterrupted service by Architect, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Architect within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

c) If Client fails to make payments when due or otherwise breaches the Agreement, Architect may suspend performance of services with seven (7) days written notice to Client. Architect shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Architect may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Architect to resume performance.

d) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

e) Retainer shall be paid to Architect by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

f) If the services covered by this Agreement have not been completed within twelve (12) months after the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein for work not yet completed shall be subject to an equitable adjustment as mutually agreed upon by the Parties.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, inspection, and plan review. Any mutually agreed upon project-related fee up to \$500 may be paid by Architect and invoiced as a reimbursable expense to Client.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Architect may initiate legal action to enforce the compensation provision of the Agreement. Architect is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Architect by Client.

9.0 Taxes

Any government imposed taxes or fees shall be added to the invoice and paid by Client to Architect for services under the



Agreement.

10.0 Indemnification

a) Client agrees to the fullest extent permitted by law to indemnify, defend and hold harmless Architect, its officers, directors, employees and consultants (hereinafter collectively and individually the "Architect") against all claims, damages, liabilities and costs, including reasonable attorney's fees and costs, arising out of or in connection with the Agreement or the performance of services under the Agreement by Architect, except to the extent those claims, damages, liabilities and costs are attributable to the negligent acts or negligent failure to act of the Architect.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, a Florida corporation, and not against any of Architect's individual employees, officers or directors.

c) Client agrees to indemnify Architect, its officers, directors, employees and consultants (hereinafter collectively and individually the "Architect") against all claims, including damages, liabilities and costs asserted by any third party and arising out of, or in any way connected with the Agreement or the performance of the services under the Agreement by the Architect, except to the extent those claims, damages, liabilities and costs are attributable to the negligent acts or negligent failure to act of the Architect

11.0 Limitation of Liability

a) 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 the liability of Architect and/or its employees, officers, directors, partners, agents and/or representatives of Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Architect's negligent acts, errors and/or omissions. The total liability of Architect to Client shall in no event exceed \$100,000.

**b) FOR FLORIDA PROJECT,
EXCLUSION OF INDIVIDUAL LIABILITY
PURSUANT TO FLORIDA STATUTE
SECTION 558.0035 FOR CONTRACTS
GOVERNED BY FLORIDA LAW AND
FOR PROJECTS SITED IN FLORIDA
PURSUANT TO THE PROVISIONS OF
FLORIDA STATUTE SECTION 558.0035,
INDIVIDUAL EMPLOYEES AND
AGENTS OF SALTZ MICHELSON
ARCHITECTS, INC. ARE NOT**

**INDIVIDUALLY LIABLE FOR
NEGLIGENCE FOR THE
PERFORMANCE OF ANY PART OF THE
CONTRACTUAL OBLIGATIONS OF
SALTZ MICHELSON ARCHITECTS, INC.
IN THIS CONTRACT, INCLUDING ANY
AMENDMENTS AND MODIFICATIONS
THERE TO.**

c) The Client hereby acknowledges that the consultants retained by the Architect are independent contractors of the Architect. The Client further acknowledges that the Architect shall serve as the Client's Agent for the express limited purpose of contracting the professional engineering services to complete the Project. In the event that the Client elects to institute an action or legal claim arising out of the performance of any consultant's professional services on this Project, the Client shall assert its claim directly against the subconsultant without involving the Architect.

12.0 Use of Documents

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Architect that are related exclusively to the services described in this Agreement, 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, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Architect's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Architect will be at the Client's sole risk and without liability to the Architect, and the Client shall indemnify, defend and hold the Architect harmless from all claims, damages, losses and expenses, including but not limited to attorney fees, resulting therefrom. Any authorization or adaptation will entitle the Architect to further compensation at rates to be agreed upon by the Client and the Architect. 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 Architect, the hardcopy shall govern. Only printed copies of documents conveyed by the Architect may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Architect's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

13.0 Opinions of Probable Cost

Because the Architect 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 opinions as to the costs of construction and materials, shall be



made on the basis of the Architect's experience and represent the Architect's judgment as an experienced and qualified professional, familiar with the industry. The Architect 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 or authorize the Architect to employ an independent cost estimator. Architect's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

14.0 Certifications

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

15.0 Governing Law

Client and Architect agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

16.0 Mediations/Dispute Resolution

a) To resolve any conflicts which might arise during the performance of Architect's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Architect agree that all disputes pertaining to the performance of services by Architect shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, may not constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the Circuit Court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing and/or post-trial by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Architect shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Architect.

17.0 Mutual Waiver of Consequential Damages

The Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

18.0 Delays

a) In the event the project under the Agreement is delayed for a period of more than fifteen (15) calendar days by any act or omission by Client or any other causes beyond Architect's exclusive control, Client agrees that Architect is not responsible for any and all damages arising directly or indirectly from such delays. In addition, if the delays resulting from any such causes increase the cost or time required by Architect to perform its services in an orderly and efficient manner, Architect shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Architect's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency including subsequent reviews; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Architect does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Architect's control.

19.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault of the terminating party. Architect shall have the right to terminate this Agreement for Architect's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall, within fifteen (15) calendar days of termination, pay Architect for all services rendered to date, all reimbursable costs and termination expenses incurred by Architect up to the date of termination, in accordance with the payment provisions of the Agreement.

20.0 Insurance

The Architect carries worker's compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Architect to obtain increased insurance coverage, the Architect will take out such additional insurance, if obtainable, at the Client's expense and shall be payable in accordance with the payment provisions of this Agreement.

21.0 Construction Administration Phase

a) Architect shall not, during any site visits or as a result of observing contractor's (s') work in progress, supervise, manage, direct or have control over contractor's (s') work. Nor shall Architect have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) for safety precautions and programs incident to the work of contractor(s) or for any failure of



contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing its work. Architect can neither guarantee the performance of the construction contracts by contractor(s) nor assume any responsibility for contractor's (s') failure to finish and perform its work in accordance with the contract documents. The Client hereby waives any claim for damages against the Architect on account of delays during the construction of the Project, as that is solely the responsibility of the contractor.

b) If the Architect's services include the preparation of documents to be used for construction and the Architect 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 Architect in any way connected thereto.

22.0 Hazardous Materials

Architect's Scope of Services does not include any services related to the presence of any hazardous or toxic materials including, but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials. In the event any hazardous or toxic materials are present on or about the job site or any adjacent areas that may affect the performance of Architect's services, Architect may, at its option and without liability for consequential or other damages, suspend performance of its services under the Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials in full compliance with all applicable laws and regulations.

23.0 Signage

Client agrees to provide Architect with a location for Architect's temporary construction signage on the project site before and during construction activities.

24.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracted services by Architect shall not be considered as an assignment for purposes of the Agreement.

25.0 Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.

26.0 Drafting of Agreement

The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of or against any party interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or enforcement of this Agreement.

END OF DOCUMENT





GLOBAL THINKING, LOCALy MINDED.

3501 Griffin Road, Fort Lauderdale, FL 33312 • 954.266.2700 • WWW.SALTZMICHELSON.COM