



THE SPINNAKER GROUP

501 SPINNAKER
 WESTON, FL 33326
www.thespinnakergroupinc.com
 (954) 347-0967
 Fax (954)-217-3614

LEED CONSULTING PROPOSAL

December 12, 2012

Client:

**City of Hallandale Beach
 400 South Federal Highway
 Hallandale Beach, FL 33009**

Project: B.F. James Park (“Project”)

Project Understanding

The park has a building that houses restrooms, administrative office and pool equipment. The building is about 3,800 S.F. The restrooms are naturally ventilated and the administrative portion of the building (about 1,100 S.F.) is air conditioned. The site has a new swimming pool, playground, basketball courts and new parking. The project is seeking LEED Certification.

Scope of Services

- 1) The Spinnaker Group will serve as the conduit and ‘Point of Contact’ for coordinating, organizing and assisting in the implementation of LEED criteria.
- 2) The Spinnaker Group will organize and facilitate LEED charrettes in collaboration with client.

This includes:

- a) Facilitate the charrettes in concert with owner
 - b) Moderate meeting
 - c) Develop and route minutes
 - d) Track assignments
- 3) Track and report status and activity of LEED credits.
 - 4) Develop comprehensive LEED Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible party
 - 5) Registration with the Green Building Certification Institute. (GBCI)
 - 6) Develop a LEED Schedule
 - 7) Provide consultation to the project’s major systems design teams regarding:
 - a) Design
 - b) Method
 - c) Materials
 - d) Additional Expertise



- 8) If requested, provide LEED design narrative for review by City, County and other entities for permitting of project. Attend municipal meetings as needed.
- 9) Development, coordination and tracking of LEED action items with the design teams throughout all Phases using the LEED Plan.
- 10) Conduct materials and systems research for LEED credits
- 11) Assist responsible parties in LEED calculations for Site, Water, Material, and IEQ Credits
- 12) LEED credit interpretation reviews and/or submissions to the GBCI
- 13) Assist in the development and /or review of LEED specific specification language for materials, equipment, submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management
- 14) Train contractor and subcontractors on LEED requirements and LEED record keeping
- 15) Assist Contractor in sourcing of materials to meet LEED requirements
- 16) Facilitate, moderate and coordinate LEED and related meetings as necessary throughout the construction phase.
- 17) Review of Contractor submittals for LEED compliance/Tracking of LEED credits.
- 18) Responsible for coordinating the assembly of the LEED Documentation submission
- 19) Coordinate the appeal of denied credits if required.

FEE

The cost for the above services is

\$18,189.00

BILLING

- Billing monthly on a percent of completion basis using the attached schedule of values.
- Payment terms - net 30 days.

Costs not included within this proposal:

- Expenses and fees related to LEED registration and certification.
 - LEED certification fees (Effective Jan 7, 2010)
 - Currently \$.045 per sq. ft. members / \$.055 per sq ft non-members with a minimum of \$2,250.00. and a maximum of \$22,500.00
 - Registration fees (Effective March, 2010)
 - \$900. For members / \$1200 for non-members.
 - Appeal Fees (if Required)

- Credit Interpretation fees (If Required)
 - Energy Modeling
 - Daylight Modeling
 - Irrigation System Baseline Modeling
 - Travel – Spinnakers Weston office will be used as point of origin for travel. The following rates will apply for travel outside of the South Florida Metro region
 - Mileage at \$.75/mile

These fees are exclusive of reimbursable expenses at 1.1 times direct cost. Reimbursable expenses include plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

LIABILITY FOR LEED CERTIFICATION AND DESIGN

To achieve certification under the LEED Green Building Rating System, the USGBC, an independent nonprofit organization of which Consultant and various of its subconsultants may be members or board members but over which Consultant and its subconsultants have no authority or control, must determine that the Project has met certain prerequisites, credits and/or performance benchmarks upon building or project completion. Such LEED certification processes and procedures are determined by the USGBC, are not within the Consultant's control, and may be subject to change and may not be uniformly applied.

While Consultant desires that the Project achieve Client's LEED Objectives, actual certification by the independent, third-party USGBC occurs only *after* Project substantial completion. Therefore, Consultant cannot and does not make any assurance, representation or warranty that LEED certification under any program, or any particular level of LEED certification (Certified, Silver, Gold or Platinum), will be granted for all or any portion of the Project and nothing contained herein shall constitute a guarantee, representation, or warranty, express or implied, that any such certification will in fact be obtained. Consultant specifically disclaims any implied warranty or representation regarding achievement of LEED certification.

According to the USGBC, buildings that obtain certification under the LEED Green Building Rating System™ offer the potential benefits of increased energy efficiency, decreased water consumption, and enhanced indoor air quality, among other benefits. While the Consultant hopes that Owner, occupants, guests and invitees of the Project will enjoy such benefits if LEED certification is in fact granted by the USGBC for all or a portion of the Project, Consultant cannot and does not make any guarantee, representation, or warranty, express or implied, that any such benefits will in fact accrue. The conferring of LEED certification by the USGBC is as of a date certain and may be predicated on certain assumptions, estimates, energy modeling and other studies conducted by the Consultant or subconsultants during the design and development process but nothing herein should be construed as a representation or warranty by Consultant that the Project will in fact perform at the levels indicated in any such assumptions, estimates, models or studies or that the levels of energy and water efficiency or indoor air quality that may in fact exist at the commencement of the operation of the Project will remain unchanged. Client should not rely upon any stated aspirational goals of the Consultant regarding LEED certification or performance or any marketing or promotional materials provided by the Consultant that may recite third party or anecdotal claims regarding the efficiencies or benefits that are purportedly accruing to the owners or occupants of LEED certified buildings. Any such promotional or third party materials provided by Consultant, including presentation materials by the USGBC, articles, reports and the like, are for general information purposes only and none of the materials or statements or claims therein are endorsed by Consultant.

The Consultant shall not have any responsibility for the design of the Project, and shall only be responsible for consulting services in the effort to obtain LEED certification for the Project as specifically set forth herein. The Client has contracted, or will contract, with an architect and other design and engineering professionals for the overall design of the Project, and the Consultant has no liability for those designs, specifications and drawings. The Consultant shall not be responsible for any errors or omissions on the architect's or other design and engineering professionals' drawings, or any claims or disputes arising there from.

INDEMNIFICATION

The Client shall indemnify, defend and hold harmless the Consultant, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Client, its agents, consultants, employees or representatives. The obligation of the Client to indemnify the Consultant shall survive the termination or full performance of this Agreement.

The Consultant shall indemnify, defend and hold harmless the Client, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Consultant, its agents, consultants, employees or representatives. The obligation of the Consultant to indemnify the Client shall survive the termination or full performance of this Agreement. .

MISCELLANEOUS PROVISIONS

No provision of the Agreement shall be deemed to have been waived by Consultant, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by Consultant, which waiver will apply only to the matter described in the writing and not to any subsequent rights of Consultant.

This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

This Agreement shall be construed, interpreted, enforced and governed by the law of the State of Florida. Venue for disputes shall be a Court of proper jurisdiction in Broward County, Florida. Both parties waive any argument that this forum is inconvenient. In the event any term or provision of the Agreement is determined by an applicable judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

The Client and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.

Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. The Client shall provide professional credit for the Consultant in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the laws of the country or state in which the Project is located. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

TERMINATION OR SUSPENSION

If the Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than 120 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not

otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to The Spinnaker Group, Inc. at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. We appreciate your consideration of TSG and the opportunity to assist your team for this and future projects. Please give us a call with any questions or comments.

We look forward to your favorable selection of TSG and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments

For The Spinnaker Group

For Client

Signature

Signature



Name (Print)

Name (Print)

Rob Hink LEED AP

Title

Title

Vice President

Date

Date

12/12/2012

Attachment "A" Schedule of Values

Scope of Work Line
Items

1 thru 5	LEED Strategy and Planning	\$4,814
6 thru 13	Design Phase LEED	\$4,594
14 thru 17	Construction Phase LEED Activities	\$4,373
18 thru 19	LEED Project Certification	\$4,408
	Total	\$18,189