



## PROPOSAL FOR PROFESSIONAL SERVICES

November 6, 2023

City of Hallandale Beach  
 400 South Federal Highway  
 Hallandale Beach, FL 33009  
 Attn: Dr. Jeremy Earle | City Manager

**RE: Phase II – Maintenance Building Redesign**  
**City of Hallandale Beach EV Bus Charging Stations**  
**Located at 630 NW 2<sup>nd</sup> Street, Hallandale Beach, FL, 33009**  
**RFP # FY 2021-2022-007 - SMA #2022-184**

Dear Dr. Earle,

Please accept this letter as an updated proposal based on our meeting on November 6, 2023. This letter shall supersede previous communications and shall reconcile all fees as described during the meeting:

Here is a recap of the progress leading to the proposed final fee for Phase II:

1. **July 5, 2023** – During a meeting with City Staff, our team received verbal approval to split project into two distinct phases. Phase I consists of the approved final site design including the SW corner and the redesign efforts from the original project but excludes the maintenance building. Phase II entails the design of the Maintenance Building.  
 During this meeting, an additional amount of \$12,500 was allocated for purpose of providing the city with 3 additional options that explored different methods of construction.
2. **August 4<sup>th</sup>, 2023** – we submitted four alternative designs based on the feedback and concerns of the City. These designs prioritized cost-effective, environmentally conscious construction methodologies that echoed the City's vision. We took care to ensure that none of the designs would exceed a \$5 million construction cost. Each of the alternative designs was accompanied by a probable construction cost estimate and design fees to facilitate informed decision-making.
3. **August 7<sup>th</sup>, 2023** - we had a Zoom meeting with the City staff to present the concepts which ultimately led to the approval of Concept #01. The feedback received during this meeting was instrumental, and it was integrated into the chosen concept and moved forward with the schematic design to submit for site plan approval along with Phase I.
4. On **September 26<sup>th</sup>, 2023** we received a written approval of the modified Concept #01. The design team proceeded to finalize schematic design, which was submitted for P&Z Board's review, and it was approved.

Based on the aforementioned milestones and the approved design, we have meticulously calculated the final design fee for Phase II - Maintenance Building Redesign.

### **Fees:**

Please see attached fee breakdown that shows a project total of \$970,782.50

### **Revised Schedule:**

Phase	Days	Due Date
<b>Design Development</b>	75 Calendar Days	December 11 <sup>th</sup> , 2023
City Review & Comments	15 Days	
SMA Revision	7 Days	
<b>Construction Drawings*</b>	75 Calendar Days	March 17, 2024
City Review & Comments	15 Days	
SMA Revision	7 Days	
<b>Construction Administration</b>	Estimated 12-14 Months	TBD

\*The above schedule is contingent to the City's written approval of Design Development.

### **Qualifications & Assumptions:**

1. The above fee is based on the approved Concept #01 design as received on September 26, 2023. Any changes to the design will be an additional service.
2. Phase II fees includes architectural design, structural engineering, MEP, Fire Protection, Low Data, IT and LEED Design.
3. Please refer to LEED proposal for detail in scope. In the reconciliation of fees, there is an estimated \$5,800 related to third party LEED Certification cost. Cost may vary and this will be a direct expense.
4. Any substantial material modification to the design shall consist in an additional service.
5. Deliverables:
  - a. Design Development:
    - After written approval from the City, and based on the approved Schematic Design Documents, the SMA Team will prepare design development drawings and will prepare an updated probable cost construction estimate.
  - b. Construction Documents

Upon Client's approval of Design Development Documents, SMA shall prepare construction drawings to include architectural, structural, mechanical, electrical,



and plumbing engineering drawings necessary for building permit. This fee also includes:

- Weekly Design Team meetings
- Meetings with the Owner on a biweekly basis for progress – total of not to exceed 6 meetings. Additional meetings will be billed at our hourly rate schedule.
- SMA will deliver the following submittals as requested by the City (50% and 100%). Each of these submissions shall include: working drawings, along with updated schedule and construction cost.
- Delivery of signed sealed Construction Documents suitable for submission to the Building Department for Building Permit.
- Response to Building Department comments, including a narrative for all revisions.

**c. Bidding Service**

- SMA will coordinate with the City to attend a pre-bid meeting and walk-thru for the project with proposed bidders.
- SMA will respond to RFIs and provide clarifications of the drawings and specifications during the bidding process as necessary
- SMA will assist Client with review of bids and participate in the evaluation of bids and make written recommendations of award based on value and qualifications.

**d. Construction Phase Services:**

- SMA will coordinate with the Owner and will attend a kickoff meeting with the awarded Contractor.
- SMA will attend biweekly OAC Meetings
  - i. Meetings shall be conducted via Zoom
  - ii. 8 Site visits are included.
- SMA will provide clarification and response to RFIs.
- SMA will review and process shop drawings.
- SMA will review pay request to confirm if actual work progress is commensurate with progress claimed by contractor and certify his agreement of the pay application.
- SMA shall receive and review for completeness as-built information from the General Contractor and submit a complete set of reproducible record drawings for Client's records.

Thank you for your trust in SMA. Please do not hesitate to reach out if you have any questions or require further clarifications. If the above meets your approval, please sign below and return to our offices at your earliest convenience.



Saltz Michelson Architects

Date

Natalia Castro

COO

Print Name & Title

\_\_\_\_\_  
Date City of Hallandale Beach

\_\_\_\_\_  
Print Name & Title



GLOBAL THINKING, LOCALLY MINDED

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Initial: SMA \_\_\_\_ Client: \_\_\_\_

## 2022-184 Hallandale Beach EV Maintenance Facility Fee Reconciliation

### PHASE I FEES (Includes all site work, SW Corner, and redesign fees that were completed from original project)

		<u>Predesign</u>	<u>SD</u>	<u>DD</u>	<u>CDs</u>	<u>CA</u>	<u>Totals</u>
<b><u>Original Contract</u></b>							
Saltz Michelson	Architecture	12,500.00	24,000.00	89,000.00	109,000.00	60,000.00	294,500.00
Burns & McDonnell	Civil/MEP/Structural	15,000.00	41,000.00	112,000.00	133,000.00	53,500.00	354,500.00
Federal Engineering	Geotechnical	14,800.00	-	-	-	-	14,800.00
Stoner	Survey	16,450.00	-	-	-	-	16,450.00
Land Art	Landscape	4,000.00	-	9,000.00	3,500.00	3,000.00	19,500.00
		<b>62,750.00</b>	<b>65,000.00</b>	<b>210,000.00</b>	<b>245,500.00</b>	<b>116,500.00</b>	<b>699,750.00</b>
<b><u>Reduction for Uncompleted Portion of Original Building Design</u></b>							
Saltz Michelson	Architecture	-	(14,600.00)	(32,850.00)	(72,000.00)	(31,000.00)	(150,450.00)
Burns & McDonnell	Civil/MEP/Structural	-	-	(46,546.25)	(44,974.00)	(17,214.00)	(108,734.25)
Federal Engineering	Geotechnical	-	-	-	-	-	-
Stoner	Survey	-	-	-	-	-	-
Land Art	Landscape	-	-	-	-	-	-
		-	<b>(14,600.00)</b>	<b>(79,396.25)</b>	<b>(116,974.00)</b>	<b>(48,214.00)</b>	<b>(259,184.25)</b>
	<b>Subtotal after Reduction</b>	<b>62,750.00</b>	<b>50,400.00</b>	<b>130,603.75</b>	<b>128,526.00</b>	<b>68,286.00</b>	<b>440,565.75</b>
<b><u>Add Service: Redesign after approval - "Iconic" Bldg</u></b>							
Saltz Michelson	Architecture	-	22,750.00	11,987.50	-	-	34,737.50
Burns & McDonnell	Civil/MEP/Structural	-	15,000.00	6,256.25	-	-	21,256.25
		-	<b>37,750.00</b>	<b>18,243.75</b>	<b>-</b>	<b>-</b>	<b>55,993.75</b>
<b><u>Add Service: SW Corner</u></b>							
Saltz Michelson	Architecture	-	1,125.00	1,875.00	3,000.00	1,000.00	7,000.00
Burns & McDonnell	Civil/MEP/Structural	-	2,784.75	4,641.25	7,426.00	3,713.00	18,565.00
Stoner	Survey	1,500.00	(1,500.00)	-	-	-	-
		<b>1,500.00</b>	<b>2,409.75</b>	<b>6,516.25</b>	<b>10,426.00</b>	<b>4,713.00</b>	<b>25,565.00</b>
	<b>Subtotal Add Services</b>	<b>1,500.00</b>	<b>40,159.75</b>	<b>24,760.00</b>	<b>10,426.00</b>	<b>4,713.00</b>	<b>81,558.75</b>
<b>TOTAL PHASE I FEES</b>		<b>64,250.00</b>	<b>90,559.75</b>	<b>155,363.75</b>	<b>138,952.00</b>	<b>72,999.00</b>	<b>522,124.50</b>

### PHASE II FEES (Building Only - no site work)

		<u>Predesign</u>	<u>SD</u>	<u>DD</u>	<u>CDs</u>	<u>CA</u>	<u>Totals</u>
Saltz Michelson	Architecture	12,500.00	40,688.70	81,377.40	94,940.30	54,251.60	283,758.00
Bildworx	MEP/IT	-	-	22,250.00	25,250.00	7,500.00	55,000.00
BNI	Structural	-	-	15,000.00	17,000.00	8,000.00	40,000.00
Spinnaker	LEED - Design Fee	-	-	14,700.00	24,300.00	25,100.00	64,100.00
	LEED Estimated Fees	-	-	-	5,800.00	-	5,800.00
<b>TOTAL PHASE II FEES</b>		<b>12,500.00</b>	<b>40,688.70</b>	<b>133,327.40</b>	<b>167,290.30</b>	<b>94,851.60</b>	<b>448,658.00</b>
<b>PROJECT TOTAL:</b>		<b>76,750.00</b>	<b>131,248.45</b>	<b>288,691.15</b>	<b>306,242.30</b>	<b>167,850.60</b>	<b>970,782.50</b>



**November 8, 2023**

Natalia Castro  
COO  
Saltz Michelson Architects  
3501 Griffin Road  
Fort Lauderdale, Florida 33312  
Telephone: 954.266.2700  
Email: ncastro@saltzmichelson.com

**RE: Proposal No. P234684.1**

Hallandale Beach EV Bus Charging Facility, 400 South Federal Highway, Hallandale Beach, Florida 33009 (the "Project")

Dear Natalia:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide Saltz Michelson Architects (the "Client") with this proposal for LEED, energy efficiency, and commissioning ("Cx") consulting services including the following sections:

- Project Approach & Schedule
- Summary of Fees
- Scope of Services
- Hourly Rates
- LEED Notes
- Terms, Exclusions & Conditions

We look forward to discussing our proposal with you. Should you have any questions or if you would like further information on our services, please contact Jesse Rittenhouse at 561 917 8476 or [jesse.rittenhouse@socotec.us](mailto:jesse.rittenhouse@socotec.us) or Jonathan Burgess at 561 871 7198 or [jonathan.burgess@socotec.us](mailto:jonathan.burgess@socotec.us).

Please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

Thank you,

**Jeffrey Somerlot**  
President

CONSULTANT: SOCOTEC Consulting, Inc.

CLIENT: Saltz Michelson Architects

By:

Name: Jeffrey Somerlot

Title: President

Date:

By:

Name:

Title:

Date:

**SOCOTEC CONSULTING, INC.**

1177 Clare Avenue #7, West Palm Beach, FL 33401  
Tel.: +1 561 801 7576  
[www.socotec.us](http://www.socotec.us)

## PROJECT APPROACH & SCHEDULE

Based on the preliminary information provided by the Client, Consultant understands the building is a proposed one-story, approximately 5,000 square foot combination of shipping containers, prefab metal building and conventional construction EV bus charging and maintenance facility, with machine shop, garage, offices, break room, conference room, and lobby. Consultant's Project includes LEED Consulting, Energy Modeling for LEED and Fundamental LEED Commissioning ("Cx") for the building.

The "Project Design Team" includes Saltz Michelson Architects (the "Client" and the "Architect") and its subconsultants, and other consultants of the Client.

Consultant's team will assist the Client, Project Design Team and the Client-selected Project Construction Team in their efforts to pursue up to a **Gold** rating under the USGBC's LEED v4 for Building Design & Construction (Transit Station) ("LEED") rating system. The LEED ratings, as of the date of this proposal, are based on the following point system:

Certified	40-49 points
Silver	50-59 points
Gold	60-79 points
Platinum	80-100+ points

Consultant assumes that up to an additional 5 points from the certification minimum will be targeted by the Project Design Team to afford a margin of safety.

[Consultant has provided optional LEED Enhanced Commissioning.](#)

Consultant has based this proposal's scope of work and level of effort on the schedules and durations established by Consultant, as follows:

PHASE	DURATION	START DATE	END DATE
Design Development	1 Month	<i>November 8, 2023</i>	<i>December 8, 2023</i>
Contract Documents	3 Months	<i>December 8, 2023</i>	<i>March 11, 2024</i>
Construction Administration	14 Months	<i>March 11, 2024</i>	<i>May 12, 2025</i>
Shop Drawing & Submittal Review	6 Months	<i>March 11, 2024</i>	<i>September 12, 2025</i>
Post Occupancy / Warranty Phase	2 Months	<i>2026</i>	<i>2026</i>

Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.

## SUMMARY OF FEES

LUMP SUM ("LS") PHASE	Item	LEED	Item	ENERGY	Item	LEED FCx	TOTAL
		LS		LS		LS	LS
Design Development ("DD") Phase	A-1	\$9,700	-	-	C-1	\$500	\$10,200
Simple Box Modeling Phase	-	-	B-1	\$4,500	-	-	\$4,500
Contract Documents ("CD") Phase	A-3	\$7,500	B-2	\$5,300	C-2	\$3,000	\$15,800
Construction Administration Phase	A-4	\$ 8,500	-	-	-	-	\$8,500
Construction Kick-off, Pre-Functional & Functional Checklists	-	-	-	-	C-3	\$5,500	\$5,500
Pre-Functional Testing <i>Based on: up to 20 hours.</i>	-	-	-	-	C-4	\$10,600	\$10,600
Functional Performance Testing <i>Based on: 25% Sampling – 20% Failure rule, includes up to 10 hours</i>	-	-	-	-	C-5	\$6,000	\$6,000
Final Cx Report & Close-out	-	-	-	-	C-6	\$3,000	\$3,000
<b>TOTAL*</b>		<b>\$25,700</b>		<b>\$9,800</b>		<b>\$28,600</b>	<b>\$64,100</b>
<i>Estimated GBCI Third-Party Certification Fees</i>	-	-	-	-	-	-	\$5,800

\*Total does not include Hourly, Optional or TBD phases, reimbursable expenses or estimated GBCI fees.

OPTIONAL SERVICES – <i>If Requested</i>	Item	LEED	Item	ENERGY	Item	LEED FCx
		LS		LS		LS
LEED Integrative Process Calculations for Water-Related Systems	A-5	\$ -	-	-	-	-
Preliminary Daylight Calculations and Credit Estimation – Schematic Design Phase	A-6	\$ -	-	-	-	-
Daylight Calculations for LEED Credit – Contract Documents Phase	A-7	\$ -	-	-	-	-
Life Cycle Assessment Using OneClick LCA Software	A-8	\$ -	-	-	-	-
Upcharge for Pursuit of LEED Platinum Rating	A-9	\$ -	-	-	-	-
Design Development ("DD") Phase	-	-	B-3	\$ -	-	-
Second Model and Report Update During the CD Phase	-	-	B-4	\$ -	-	-
Energy Code Compliance Modeling	-	-	B-5	\$ -	-	-
Construction Administration Phase	-	-	B-6	\$ -	-	-
U-Value Calculations and THERM Modeling	-	-	B-7	\$ -	-	-
Owner's Project Requirements ("OPR") Assistance	-	-	-	-	C-7	\$2,000
Basis of Design ("BOD") Review and Comments	-	-	-	-	C-8	TBD
Optional Systems Commissioned by Consultant	-	-	-	-	C-9	TBD
Specialty Systems Commissioned by Consultant	-	-	-	-	C-10	TBD

OPTIONAL SERVICES	Item	LEED ECx
		LS
SD/DD/CD Phase	D-1	\$500
Construction Administration Phase	D-2	\$ 6,500
Post-Occupancy Review	D-3	\$4,600
Systems Manual Document Assistance – <i>if requested</i>	D-4	TBD
BMS Training Participation – <i>if requested</i>	D-5	TBD

## SCOPE OF SERVICES

## NEW CONSTRUCTION

### A. LEED:

#### 1. Design Development ("DD") Phase:

- a. Consultant will facilitate a LEED goal-setting workshop with key members from the Owner's team, Project Design Team, and if applicable Construction and Operations & Maintenance ("O&M") teams. Prior to the workshop, Consultant will create a preliminary LEED scorecard, identifying credits as "Likely, Possible, Less Likely, or Not Viable" and providing brief commentary. In addition to the LEED scorecard, Consultant may suggest additional measures for consideration related to health and wellness and viral-response measures – some of these initiatives may be derived from the WELL Building Standard, Fitwel rating system, BREEAM, or other programs. Following the workshop, Consultant will update the scorecard with an emphasis on critical-path LEED milestones and issues that Consultant believes warrant special scrutiny. Of note, the LEED Commissioning scope and Integrated Process ("IP"): IP prerequisites and credit criteria will be reviewed during this workshop to ensure that the critical LEED milestones are met (as necessary). This task does not include the provision of Commissioning documents (Basis of Design ("BOD") or Owner's Project Requirements ("OPR")) or IP calculations.
- b. Consultant will register the Project with Green Business Certification Inc. ("GBCI"). Consultant will request pre-authorization from the Client and, if provided, will sign the GBCI Confirmation of Agent's Authority Form to give SOCOTEC authorization to represent the Client for LEED submission.
- c. Consultant has allocated up to six hours for meetings via tele/videoconference during this phase, including the LEED goal-setting workshop. Consultant's participation may include one or more professionals.
- d. Consultant will provide LEED Plan documents for select credits to the Project Design Team. The Plan will include key credit criteria, credit implementation options, and responsible parties from the Project Design Team and/or construction team. Detailed credit calculations will not be performed at this stage; however, recommendations will be provided to the Project Design Team where feasible (such as prescriptive plumbing fixture flow rates, and lighting & thermal comfort control requirements). The LEED Plan will be distributed at the Project review meetings.
- e. Consultant will develop a LEED Action Items Matrix that describes the specific tasks to be implemented by various members of the Project Design Team to assure that LEED related items are addressed in the design development documents. The Action Items Matrix will be used to clarify the specific design features that must be incorporated, specifications required, calculations that must be performed, and other LEED related items. This proposal includes one iteration of the matrix, which will be issued following a key design milestone (presumably at 90% or 100% DD).
- f. Consultant will provide draft sections of the Project specifications for the Project Design Team's review, and at its election, incorporation into the specifications. These sections will be boilerplate LEED sections, expected to be refined to Project specific sections during the Contract Documents phase and will include:
  - i. Sustainable Design Requirements (including boilerplate Appendices A and B);
  - ii. Volatile Organic Compound Limits;
  - iii. Construction Waste Management; and
  - iv. Construction Indoor Air Quality Management.
- b. Consultant has allocated up to eight hours for meetings via tele/videoconference during this phase. The meetings will be organized by general topic (e.g. Water Use, Commissioning & Energy Efficiency, etc.) to allow for efficient Project Design Team participation and will allow for credit criteria and calculation discussion. Consultant's participation may include one or more Consultant professionals.

#### 2. Contract Documents ("CD") Phase:

- a. Consultant will review the issued Project design at the 50% CD issuance (or similar) and present an Action Item update report to the Project Design Team. During these Drawing reviews, Consultant will perform one set of calculations for selected points under the LEED categories of Location & Transportation, Sustainable Sites, Water Efficiency, Materials & Resources, and Quality Views under Indoor Environmental Quality. Consultant will relay to the Project Design Team, on a case-by-case basis, which data is needed to perform the calculations. The fee proposal assumes that the Project Design Team will provide Consultant with the necessary information.  
*Note: To prevent Consultant's base fees from being higher than necessary, Consultant does not include calculations for credits requiring time-intensive technical review. Some of these credits are assumed to be the responsibility of the Project Design Team; however, if desired by the Client, Consultant can perform the specific reviews needed for the Project, for an additional fee. Credits where more in-depth reviews are required include, but are not limited to:*
  - i. IP – Integrative Process – requires preliminary energy modeling and water use calculations (these are included as optional services in this proposal);
  - ii. MR – Building Life-Cycle Impact Reduction, Whole Building Life Cycle Assessment - requires software-based calculations such as OneClick LCA (included as an optional service in this proposal);
  - iii. EQ – Minimum IAQ Performance – requires ASHRAE 62.1 compliance documentation;



- iv. *EQ – Enhanced Indoor Air Quality Strategies – Naturally and Mixed-mode Systems – requires natural ventilation design calculations and/or mixed-mode design calculations;*
- v. *EQ – Thermal Comfort – requires ASHRAE 55 compliance documentation;*
- vi. *EQ – Interior Lighting, Option 2 Lighting Quality – requires take-offs and detailed product data;*
- vii. *EQ – Daylight - requires modeling or in-field measurements; and*
- viii. *EQ – Acoustic Performance – requires detailed STC and RT narratives and calculations.*

*Consultant will assist members of the Project Design Team, if they are assigned these credits, by clarifying LEED criteria and by reviewing the submitted calculations for overall completeness.*

- b. Consultant will provide the Project Design Team with updated Division 01 specification sections, initially issued during the Design Development, for its review and at its election, incorporation in the Contract Documents. These updated sections will be Project specific and will focus on the critical LEED criteria (e.g., general emissions testing compliance, VOC limits, prohibited compounds, minimum levels of recycled content, HPDs, and EPDs), and on LEED submittal requirements. Consultant will provide the Project Design Team with one set of specifications with the timing of the update at the discretion of the Project Design Team. *Note: Consultant requests a period of ten working days to prepare the LEED specifications, which require our review of the specification sections prepared by the Project Design Team.*
- c. Consultant will assist the Project Design Team in assembling the documentation required for the LEED Design Phase submission by:
  - i. Preparing a LEED Documentation Matrix with assigned Project Design Team responsibilities;
  - ii. Assembling necessary design documents (drawing files to be provided to Consultant from the Project Design Team);
  - iii. Assisting Project Design Team members in filling in their assigned online forms; and
  - iv. Providing one update of the preliminary LEED calculations previously provided.

Design Phase credits where Consultant will have primary documentation responsibility include:

- LT: Surrounding Density & Diverse Uses;
- LT: Access to Quality Transit;
- LT: Bicycle Facilities;
- LT: Reduced Parking Footprint;
- WEp/WE: Indoor Water Use Reduction;
- EA: Green Power & Carbon Offsets;
- EQ: Enhanced Indoor Air Quality Strategies; and
- EQ: Quality Views.
- d. Consultant will clarify issues related to the LEED application procedures and manage responses to GBCI's request for clarifications on the Project.
- e. Consultant will assist with the enrollment of the Project in the LEED Proven Provider program. Consultant will participate in a pre-submittal phone call with LEED Proven Provider/LEED Coaches representatives, if needed.
- f. Consultant has allocated up to eight hours for meetings via tele/videoconference during this phase. Consultant's participation may include one or more professionals.

### 3. Construction Administration Phase:

- a. Consultant will train the general contractor ("GC") and subcontractor(s) (CSI Divisions 2-10) on LEED requirements and LEED record keeping. *Note: Consultant may additionally be contracted by the construction team directly to assist with additional GC documentation for Construction Administration phase credits.*
- b. Consultant will provide a generic Construction Waste Management ("CWM") and Construction Indoor Air Quality ("CIAQ") Management Plan to the GC or construction manager ("CM") for its use and modification. When the GC/CM submits their edited version of the plans (or their own internally-developed plans) for approval, Consultant will provide one review, to assist with the goal of meeting LEED requirements. It will be the responsibility of the GC/CM for the Project to address the review comments.
- c. Consultant will assist the Project Design Team with reviewing contractor submittals for compliance with the LEED Building Product Disclosure & Optimization ("BPDO") credits (EPDs, Sourcing of Raw Materials, and Material Ingredients) and with EQ: Low Emitting Materials criteria. Consultant assumes that it will be sent, electronically, only those submittals that are pertinent to LEED. Consultant will perform one review per submittal. Multiple reviews of the same submittal by Consultant will be subject to additional fees. This service also includes one LEED Orientation Meeting for the construction team and regular LEED Project Review Meetings held in person or via tele/videoconference, as described below. These meetings will allow:
  - i. Discussion of outstanding submittals and questions about current submittal reviews;
  - ii. Review of construction team tracking of LEED construction plans and performance (Erosion and Sedimentation Control ("ESC"), CWM, and CIAQ);
  - iii. Review of construction team tracking of LEED MR: BPDO performance. The USGBC published MR: BPDO tracking spreadsheet is expected to be utilized; and

- iv. Review of construction team tracking of LEED EQ: Low Emitting Materials performance. The USGBC published EQ: Low Emitting Materials tracking spreadsheet is expected to be utilized.  
*Note that Consultant's fee for this phase is based on the anticipated construction schedule described above; if the schedule differs significantly, Consultant's fees will be adjusted accordingly.*
- d. Consultant will compile, review, and submit the Construction Phase LEED credits for certification. The scope of work for this task is similar to the scope for the LEED Design Phase submission. Consultant will manage LEED credit interpretation reviews and will coordinate with the responsible party for resubmission to GBCI. Consultant will manage resubmissions to GBCI based on update information from the Project team, if required. Consultant will coordinate the appeal of denied credits, if required.
- e. Consultant will register the Project in ENERGY STAR Portfolio Manager with the Environmental Protection Agency ("EPA") for the Minimum Program requirement.
- f. Consultant will participate in up to three site visits including a meeting with the GC and subcontractor(s) to ensure compliance with LEED requirements (i.e. Construction Activity Pollution Prevention and Construction Indoor Air Quality Management Plan). Consultant has allocated up to six hours for meetings via tele/videoconference during this phase. Consultant's participation may include one or more professionals.
- g. Consultant will conduct a Lessons Learned Session with the Project team, Project Owner, and Building Management to discuss lessons learned, operation and maintenance considerations to align with LEED certification.
- h. Consultant will coordinate the Client's purchase of a LEED Plaque, and will coordinate with the Project Owner and USGBC Florida Chapter a LEED Plaque Ceremony.

## **OPTIONAL SERVICES – LEED:**

4. LEED Integrative Process Calculations for Water-Related Systems:
  - a. Consultant will prepare preliminary calculations and develop a water budget analysis as required to achieve the LEED credit for Integrative Process. The water budget will identify the major water-using systems of the building, approximate the building's annual water usage in these areas, and review options to reduce water consumption.
5. Preliminary Daylight Calculations and Credit Estimation – Schematic Design Phase:
  - a. Based on Consultant's review of the Project plans, if it is determined that the building may be eligible for one or more daylighting credits under LEED BD+C v4.1, Consultant will perform a computer daylighting analysis to determine potential points under the EQ Daylight Credit. *The Project Design Team is to provide Consultant with a REVIT model of the building or representative spaces for the analysis.*
  - b. Consultant will simulate up to three representative floors of the building to assess daylighting performance. The analysis will be performed per Credit Option 1 – Simulation using Spatial Daylight Autonomy and Annual Sunlight Exposure. *Under LEED BD+C v4.1, the threshold to achieve 1 point is 40%, 2 points is 55% and 3 points is 75%. The analysis will be for a set window layout and type for the given floor. A parametric analysis to assess the impact of variations in window design can be provided in an additional service proposal. Note: Consultant's scope does not include updates during later design phases and can be provided in an additional service proposal. A whole-building daylighting analysis is offered as an optional service.*
6. Daylight Calculations for LEED Credit – Contract Documents Phase:
  - a. Consultant will perform a whole-building daylight analysis to assess credit performance under the EQ Daylight Credit. The Project Design Team is to provide Consultant with a REVIT model with rooms/spaces defined according to use type. The analysis will be performed per Credit Option 1 – Simulation using Spatial Daylight Autonomy and Annual Sunlight Exposure. Under LEED BD+C v4.1, the threshold to achieve 1 point is 40%, 2 points is 55%, and 3 points is 75%.
  - b. Based on Consultant's analysis, Consultant will provide a report with its findings and recommendations for credit.
7. Life Cycle Assessment Using One-Click LCA Software: If requested
  - a. At the Client's request, Consultant will provide an assessment of the building's structure and shell design using the OneClick LCA tool ("LCA"). The LCA modelling will allow the Project to pursue the LEED v4.1 credit for Whole-Building Life Cycle Assessment (Option 4). In this credit, the LCA tool is used to define both a reference building (standard construction) and the Project design. One point can be earned for performing the base assessment; however, up to three additional points are available for achieving environmental impact improvements (ranging from 5% to over 20%) in at least three of the following impact categories:
    - Global warming potential (greenhouse gases) – this must be one of the three improvements;
    - Depletion of the stratospheric ozone layer;
    - Acidification of land and water sources;
    - Eutrophication;

- Formation of tropospheric ozone; and
- Depletion of non-renewable energy sources.

Improvements can be made to the design through innovative structural design, the use of alternative material assemblies, and the use of environmentally preferable products.

- b. In Phase 1 of this task (early-mid DD phase), Consultant will develop a preliminary LCA model of up to three representative floor plates of the building (not including basement floors). Up to five impact reduction strategies will be assessed. The purpose of Phase 1 is to assess the approximate impact reductions of the targeted strategies, and to determine how many measures would likely be needed to achieve reductions of 5% or more. An aggregate reduction for the whole Project will be projected based on the results of the model.
- c. In Phases 2 and 3 (CD phase), Consultant will request take-offs of building material areas - or ideally mass quantities derived from BIM software - from the Project Design Team for use in the LCA assessments.
  - i. In the Phase 2 iteration (early CD phase), additional representative floors in the building will be developed in the LCA software to create a model of the whole building. A more detailed bill of materials will be developed, which will be used as the input for LCA. Additional impact reduction strategies will be reviewed, if they have been proposed. An updated aggregate reduction for the whole Project will be projected based on the results.
  - ii. In Phase 3 (late CD phase), the Phase 2 model will be updated to address any significant changes or additional impact strategies and will be sufficient to submit for the LEED credit(s).
- d. Consultant will provide a brief summary report of the LCA for both the Phase 2 and Phase 3 work, and will prepare the documentation needed for the LEED submission.

*Note that any updates that might be required to the LCA model based on construction phase changes can be provided by Consultant as an additional service.*

#### 8. Upcharge for Pursuit of LEED Platinum Rating:

- a. At the Client's request, Consultant will perform the base scope of services above including additional effort to review and submit credits for compliance with a LEED Platinum rating (minimum 80 points) instead of the baseline Gold rating (minimum 60 points).

## **B. ENERGY:**

### 1. Simple Box Modeling Phase:

- a. Consultant will perform one preliminary "simple box" energy modeling analysis before the completion of schematic design that explores how to reduce energy demands in the building and accomplish related sustainability goals by questioning default assumptions. The model will include an evaluation of up to three separate energy conservation measures ("ECMs"). Typical ECM's include comparison of glazing properties, lighting power design scenarios, HVAC system types / efficiencies / fuel selections, ventilation control strategies, and service water heating strategies. The water use analysis required for this credit is included in the LEED scope of work above.

### 2. Contract Documents ("CD") Phase:

- a. Consultant will provide one round of review of design changes that materially affect energy efficiency (i.e. lighting refinement or greater detail in the HVAC design) of the Project. Consultant will update the energy model and report accordingly. *This proposal does not include major changes to the building, such as modifications to the building massing, a different HVAC system, and similar adjustments that would result in significant re-modeling.*
- b. Consultant will submit the energy model to GBCI and respond to comments. Consultant will address the GBCI's comments with the revised energy model and LEED Online documentation.

*Compliance with ASHRAE 90.1 has components that Consultant will not verify, to avoid duplication of services.*

- i. *The Project Design Team must certify that the mandatory requirements of ASHRAE 90.1, per sections 5.4 (architecture) and 6.4 through 10.4 (MEP) are met.*
- ii. *Also, the MEP or the lighting designer needs to ensure that the exterior lighting does not surpass the mandatory power limits.*

*The proposal assumes that the energy model report is submitted to GBCI with the LEED Design Phase Submission at the completion of Contract Documents. Late submissions result in additional work, for reasons that may include: (a) changes during construction, (b) changes in how GBCI interprets certain ASHRAE requirements, (c) need to remobilize after an extended period of time. For this reason, submitting the energy model more than 6 months after CD completion – if this delay is not due to Consultant – will result in additional fees. The proposal does not include participating in an appeal process. Appeals to the GBCI rulings are rare, and if they do occur, the amount of labor cannot be anticipated.*

- c. Consultant will communicate via tele/videoconferences and emails during this phase.

## OPTIONAL SERVICES – ENERGY:

3. Design Development Phase:
  - a. Consultant will provide energy models, per the following baselines:
    - i. Design Model – used to select the energy efficiency measures; and
    - ii. LEED Model – based on ASHRAE/IESNA Standard 90.1, which will show compliance with LEED requirements.
  - b. Consultant will model up to ten energy efficiency measures that contribute to the savings required for LEED; and, if desired by the Client, that further increase the energy efficiency of the Project design.
  - c. Consultant will provide a report with Consultant's findings and recommendations.
  - d. Consultant will communicate via tele/videoconferences and emails during this phase.
4. Second Model and Report Update During the CD Phase:
  - a. Consultant will provide one additional round of review of design changes that materially affect energy efficiency (i.e. lighting refinement or greater detail in the HVAC design). Consultant will update the energy model and report accordingly. The proposal does not include major changes to the building, such as modifications to the building massing, a different HVAC system, and similar adjustments that would result in significant re-modeling.
5. Energy Code Compliance Modeling:
  - a. Consultant will create a baseline that complies with the requirements of the applicable energy code (the "Energy Code") per ASHRAE Standard 90.1 using the Section 11: Energy Cost Budget Method.
  - b. Consultant will determine whether the design energy model meets the energy cost requirements of the Energy Code. *This proposal assumes U-values will be provided by others, or by Consultant under a separate task as an additional service.*
  - c. Consultant will coordinate submission to the authority having jurisdiction ("AHJ") with the Project Design Team.
  - d. Compliance with the Energy Code has components that Consultant will not verify, to avoid duplication of services. The Project Design Team must certify that the mandatory requirements of ASHRAE 90.1 are met, and that the exterior lighting does not surpass the mandatory power limits.
  - e. The Energy Code model is based on requirements for Energy Code documentation as of the date of this proposal. Changes to documentation requirements by the AHJ could result in an additional fee.
  - f. Consultant will respond to objections from the AHJ, if any, as they concern the energy model. If the model requires changes that are not due to Consultant, Consultant will discuss the additional effort and fees.
6. Construction Administration Phase Update:
  - a. Consultant will revise the energy model based on the documents provided by the Project Design Team and/or Client, due to changes that occurred during construction, and will submit the energy model to GBCI and respond to comments. *The proposal does not include participating in an appeal process. Appeals to the GBCI rulings are rare, and if they do occur, the amount of labor cannot be anticipated.*
  - b. Consultant will communicate via tele/videoconferences and emails during this phase.
7. U-Value Calculations and THERM Modeling: If requested
  - a. If THERM values are not provided by others (e.g., by the envelope consultant), Consultant will perform THERM modeling to determine the thermal performance. This task assumes that up to five envelope details will be modeled.

## C. LEED FUNDAMENTAL COMMISSIONING ("LEED FCx"):

Fundamental Commissioning is required for LEED certification, with additional +3 points available under the LEED credit for Enhanced Commissioning (Consultant can provide as a separate service). If pursuing LEED certification, the Commissioning Authority ("CxA") must be contractually engaged prior to the end of the Design Development phase, otherwise the Commissioning Agent shall be engaged prior to construction.

The following energy related systems are included:

- Heating, Ventilation and Air Conditioning ("HVAC") and controls.
  - Central heating system and distribution.
  - Central cooling system and distribution.
  - Air-handling units.
  - Terminal units, including fan-coil units and Variable Air Volume ("VAV") boxes.

- Ventilation and exhaust systems.
- Lighting, lighting controls and daylighting controls.
- Normal power electrical service and distribution including metering, transformers and switchgear, distribution panels 400 Amps or larger.
  - Electrical sub-metering.
- Domestic hot water systems including water heaters (gas, electric, solar), recirculation pumps, electronic controls, and hydraulic controls (thermostatic mixing valves, circuit setters).
  - Plumbing fixtures and meters.

## 1. Design Development Phase:

Consultant will serve as the LEED Fundamental CxA for the Project. Fundamental Commissioning is conducted to verify the performance of commissioned systems as installed to meet the Owner's Project Requirements ("OPR"), Basis of Design ("BOD"), and Contract Documents provided by others to Consultant.

### a. **Designation of the Commissioning Authority (CxA):**

Consultant will lead, review, and oversee the completion of the LEED FCx process activities for the Project. As the CxA in charge of LEED FCx, Consultant will serve as an objective advocate for the Owner and Architect; and is responsible for directing the process in the completion of LEED FCx requirements as outlined below.

### b. **Project Kick-off Meeting:** Consultant will explain the commissioning process in a Project Kick-off Meeting with the Owner, Project Design Team and GC via tele/videoconference.

### c. **Owner's Project Requirements/Basis of Design:**

The Owner or Project Design Team will provide Consultant with the following OPR and BOD documents at the start of the Project:

- OPR - these detail the functional requirements of the Project and the expectations of the building's use and operation as they relate to the systems to be commissioned. Changes in system(s) selection during the design and construction phases will be provided by the Owner to Consultant, as they occur. The OPR must include all systems to be commissioned plus the building envelope systems, even if the building envelope systems are not to be included in the commissioning effort.
- BOD - for the systems to be commissioned – this must include items detailed in the LEED Reference Guide. This document is completed by the Project Design Team and outlines any design assumptions that are not otherwise included in the design documents. Consultant will assist the Project Design Team and Owner with creating the BOD by providing guiding documentation for the Project Design Team's consideration. Consultant shall not be responsible for corrections or revisions to the BOD. This document should be updated with each subsequent design submission, with increasing specificity as applicable. Updates during the design and construction process are the responsibility of the Project Design Team.

Upon receipt of the OPR and BOD, Consultant will review the OPR and BOD for clarity and completeness and verify that the BOD reflects the OPR. These documents must be reviewed by Consultant for completeness prior to the approval of contractor submittals of commissioned equipment or systems. *Consultant will not be responsible for updating or editing the OPR as Project goals or strategies change.*

## 2. Contract Documents ("CD") Phase:

### a. **The Commissioning Plan:** Consultant will develop the Project's Commissioning Plan, which will incorporate a narrative description of the overall process, schedule, organization, responsibilities, and documentation requirements and consists of the following sections:

- Commissioning Program Overview:
  - Goals and objectives;
  - General Project information; and
  - Systems to be commissioned.
- Commissioning Team:
  - Team members, roles, and responsibilities; and
  - Communication protocol, coordination, meetings, and management.
- Commissioning Process Activities:
  - Assist Owner in documenting OPR;
  - Review the BOD;
  - Pre-functional checklist: a blank equipment installation checklist tailored to the Project will be provided for completion by the installing subcontractor(s);
  - Developing systems functional test procedures;
  - Verifying systems performance;
  - Reporting deficiencies and the resolution process; and
  - Accepting the building systems.





- Functional Performance Testing ("FPT") is a process whereby the completed systems are tested to verify performance according to the OPR and design intent. The installing contractor(s) are responsible for performing the test procedures. For the purposes of this proposal, it is assumed that functional testing is conducted after system start up and test and balance (if applicable) but prior to Owner occupancy.*

- At the sole discretion of the CxA, the testing may be halted, and the responsible subcontractor tasked with remedial checkout of all remaining units before functional performance testing is resumed.

*Failure retesting is not covered in this proposal. At the request of the Owner or Client, Consultant can provide an additional services proposal for select failure retests at an additional fee.*

- ii. Consultant will compare the results with the OPR and the BOD, based on the functional performance checklist previously developed. Once all system components are installed, energized, programmed, balanced, and otherwise ready for operation under part-and full-load conditions. Consultant will witness testing in the sequence of operations to confirm central and packaged equipment control, including startup, shutdown, capacity modulation, emergency and failure modes, alarms, and interlocks to other equipment.

#### 6. Final Commissioning Report & Close-out:

- a. **Current Facilities Requirements (“CFR”) and Operations & Maintenance (“O&M”) Plan:** Consultant will develop a CFR and O&M Plan, a document that records the status of building systems at the time of turnover, including the following:
  - 1. Sequence of operation.
  - 2. Equipment runtime schedules.
  - 3. Lighting levels.
  - 4. Systems narrative.
  - 5. Occupancy schedule.
  - 6. HVAC set-points.
  - 7. Minimum outside air requirements.
  - 8. Preventative maintenance plan.
  - 9. Cx program including periodic Cx requirements, ongoing Cx tasks and continuous tasks for critical facilities.
- b. **Final Commissioning Report:** After installation inspections and performance verification items have been completed, Consultant will prepare its commissioning report. Consultant will independently document, report and share recommendations with the Owner and Client directly throughout the commissioning process outlining issues and benefits as they arise throughout substantial completion. The Cx Report is a retrospective summary of the Cx process and includes results of the FPT and deficiencies known detailing the statement of corrections used or proposed at the time of report preparation.
- c. **Project Communication:** This proposal includes the following seven Fundamental Commissioning process meetings of which six are at the site and will be combined with field inspection visits:
  - 1. Project Kickoff, Cx Plan, Process & Startup Meeting - Owner, Project Design Team, CM and GC at the site or via tele/videoconference call;
  - 2. Mid-Design Cx Coordination review tele/videoconference meeting with Project Design Team and Owner;
  - 3. Construction Kick off Meeting and Initial Site Visit with the Owner, Project Design Team, and CM at the site;
  - 4. Construction Administration – 1<sup>st</sup> Progress field visit at the site;
  - 5. Construction Administration – 2<sup>nd</sup> Progress field visit at the site;
  - 6. Construction Administration – Functional Performance Test results at the site; and
  - 7. BMS, test and balance, O&M manual, closeout meeting with Owner and CM at the site.

### **OPTIONAL SERVICES – LEED FUNDAMENTAL COMMISSIONING:**

#### 7. Owner’s Project Requirements Assistance: If requested

- a. Consultant will provide up to one boilerplate Owner’s Project Requirements (“OPR”) document to the Owner for review and editing. Consultant will discuss any questions the Owner may have and will provide a final review of the edited document to help ensure that all key LEED-related criteria are included.
- b. Consultant will assist the Project Design Team and Owner with updating the OPR as Project goals and strategies change.

#### 8. Basis of Design (“BOD”) Review and Comments: If requested

- a. At the Client’s request, Consultant will provide the Owner and Project Design Team with one round of review and comments on the BOD documents prepared by others.

#### 9. Optional Systems Commissioned by Consultant: If requested

- a. If the following systems are included in the Project scope they shall be commissioned as required by LEED or at the discretion of the Owner as an additional service for additional fees:
  - i. Domestic Water Booster Pumping.

- ii. On-Site Renewable Energy Generation.
- iii. Emergency Power Generation including only Genset and controls, fuel pumping, fuel monitoring, automatic transfer switching.
- iv. HVAC condensate collection and distribution.
- v. Sump/storm water pumps.
- vi. Rainwater harvesting including only collection, pumps and controls.
- vii. Irrigation including only pumps, sensors and controls.
- viii. Commercial refrigeration.

10. Specialty Systems Commissioned by Others: If requested

- a. At the Client's request, the following systems may be commissioned at the discretion of the Owner. Consultant will subcontract to one or more third-party specialists to deliver this scope, and will bill the service as reimbursable expenses:
  - Life Safety:
    - Energy Smoke Control Systems.
    - Fire Alarm Systems.
    - Fire Suppression Systems including only sprinklers and chemical response systems.
  - Conveyances including only elevators, escalators, and/or moving walkways.
  - Specialty laboratory equipment.

**D. OPTIONAL SERVICES - LEED ENHANCED COMMISSIONING ("LEED ECx"):**

In conjunction with the base scope of Fundamental Commissioning above, at the Client's request, Consultant can provide LEED Enhanced Commissioning services. As the CxA in charge of Enhanced Commissioning for the Project, Consultant serves as an objective advocate for the Owner and the Architect; and is responsible for directing the process in the completion of the enhanced commissioning requirements as outlined below.

1. SD/DD/CD Phase:

- a. **Designation of the Commissioning Authority (CxA):** Consultant will lead, review, and oversee the completion of the Enhanced Commissioning process activities per the approved drawings and specifications prepared by others.
- b. **Verify Inclusion of Systems Manual Requirements in Contract Documents:** Consultant will verify the inclusion of the System Manual requirements in the specification by the Project Design Team.
- c. **Verify Inclusion of Training Requirements in Contract Documents:** Consultant will verify the inclusion of the training requirements in the specification by the Project Design Team. Training requirements include the following:
  - List of positions requiring training;
  - List of systems requiring operator training;
  - Outline of level of training required; and
  - Tracking method to ensure all required equipment training is provided to the required personnel.

2. Construction Administration Phase:

- a. **Review Contractor(s) Submittals:** Consultant will provide up to one round of review of contractor submittals for systems being commissioned, including the Building Management System ("BMS") for compliance with the OPR and BOD. This review will be made of the submittal approved by the Architect/Engineer and then submitted to the Project Design Team and the Owner. Consultant will evaluate the submittals for the following:
  - Conformance with the OPR and BOD;
  - Fulfilling operation & maintenance requirements; and
  - Facilitating functional performance testing.

Consultant's review of contractor submittals does not replace or alter the scope or responsibility of the Project Design Team's role in approving submittals. *Consultant's notations are for the Architect's review and at its discretion, use in its shop drawing review and action process. The shop drawings and submittals for each Building Envelope System will be submitted to Consultant as one complete and coordinated package containing all shop drawings and listed submittals. Uncoordinated submissions shall be returned without review. Consultant's fee does not include As-Built drawings review.*

- b. **Verify Systems Manual updates and Delivery:**  
Consultant will verify that the Systems Manual is submitted by the contractor and includes information needed to understand and operate the commissioned systems. This is in addition to the O&M manuals submitted by the contractor. The Systems Manual focuses on operating the equipment in an energy efficient way rather than maintaining the equipment, and includes the following for each commissioned system:



- Final version of the OPR and BOD;
  - System single-line diagrams;
  - As-built sequences of operations, control drawings, and original setpoints;
  - Operating instructions for integrated building systems;
  - Recommended schedule of maintenance requirements and frequency, if not already included in the project O&M manuals;
  - Recommended schedule for retesting of commissioned systems with blank test forms from the original commissioning plan;
  - Recommended schedule for calibrating sensors and actuators;
  - Confirmation of completed training for Owner and occupants;
  - Ongoing system optimization procedures; and
  - Final Commissioning Report.
- c. **Verify Training Delivery and Effectiveness:** Consultant will participate in up to one tele/videoconference training, provided by others (e.g. the equipment manufacturer, GC or subcontractor), to verify compliance of the training with the requirements defined in the Contract Documents, and for adequate delivery and effectiveness.
- d. **Ongoing Cx Plan:** Consultant will assist the Owner and Client with the development of an Ongoing Commissioning Plan. The plan will include procedures, blank test scripts and schedule for ongoing Cx activities to be performed by building maintenance staff or others.
3. Post-Occupancy Review:
- a. **Verify Seasonal Testing:** Consultant will provide up to one site visit to verify that the requirements for seasonal testing on major equipment are completed per the Contract Documents. Issues identified and documented during the tests will be included in Consultant's final commissioning report and issues log.
- b. **Post-Occupancy Review of Building Operation About 10 Months After Substantial Completion:** Consultant will coordinate with the Owner, the Client and O&M staff, and will provide up to one site visit to review the facility and its performance within 10 months of substantial completion for compliance of operations with the Owner's requirements. Unresolved construction deficiencies, as well as any deficiencies identified in this Post-Occupancy Review, will be documented by Consultant in a Post-Occupancy Report including recommendations for further action. The installation contractor will be responsible for correction of construction deficiencies under manufacturer or contractor warranties. Any significant issues identified by Consultant that will not be corrected will be recorded in the Systems Manual.
- c. **Update Summary Cx Report, CFR and O&M Plan:** Consultant will issue a revised version of the Cx report, and updated CFR and O&M plans to include new information or system configurations resulting from the 10-month post-completion review.
- d. **Ongoing Cx Plan Update:** Consultant will provide one round of modifications to the ongoing Cx plan after the Post-Occupancy Review, as requested by the Owner or necessitated by changes to equipment or systems. *At the Client's request, Consultant can provide a separate proposal to perform ongoing commissioning activities for the facility.*
4. Systems Manual Document Assistance: If Requested
- a. At the Client's request, Consultant will assist the Project Design Team with incorporating Systems Manual training requirements into the Contract Documents.
5. BMS Training Participation: If Requested
- a. At the Client's request, Consultant will participate in up to one tele/videoconference training for the BMS system, provided by others, to verify compliance of the training with the requirements defined in the Contract Documents, and for adequate delivery and effectiveness.

## OTHER SOCOTEC SERVICES AVAILABLE UPON REQUEST

- Consulting for other third-party rating systems.
- Blower door testing.
- Detail consulting for renewable systems.
- Three-dimensional heat flow analysis.
- WUFI moisture analysis.
- Computation fluid dynamics analysis.
- As-built energy model.
- Development of "green" operational plans.
- Preparing and responding to a LEED Appeal.

- Reviewing submittals that are not necessary to achieve the targeted LEED points.
- Reviewing and stamping paper submittals instead of electronic submittals.
- Healthy materials research.
- Indoor air quality testing.
- ASHRAE 62.1 calculations for EQcP1 & EQc2.
- Additional services to meet requirements for financial incentives or tax deductions and credits.
- Consulting on available Federal incentives programs.

## HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates set forth in this table are for use of SOCOTEC's Florida office personnel. Hourly rates shall increase 5% annually beginning on January 1, 2024:

HOURLY RATES (Portal-to-Portal):

Administration	\$ 125
Energy Analyst	\$ 165
Commissioning Provider	\$ 165
Advisor	\$ 175
Senior Commissioning Provider	\$ 175
Director, Sustainability	\$ 185
Director, Building Performance	\$ 195
Director, Commissioning	\$ 195
Principal, Sustainability	\$ 225

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

Litigation Support services for testifying and/or deposition during normal business hours will be charged at 1¼ times hourly rates.

To the extent the Project incurs delays Consultant may require an adjustment to Consultant's level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

Notes:

1. All lump sums are exclusive of reimbursable expenses.
2. Lump sums do not include an allowance for meetings or supervision except where specifically noted in the scope of services.
3. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
4. Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
5. Consultant shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by Consultant in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Consultant shall also invoice, and Client shall pay, 4.5% of Consultant's fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
6. Payment terms: Retainer of 10% is due upon authorization of this proposal. Invoices will be issued monthly and are due upon receipt. Consultant will invoice the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
7. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

## LEED NOTES:

Cooperation from the team: Consultant's assistance will help achieve the LEED rating, but does not include all services necessary for certification. Of necessity, the Project Design Team and construction team will need to actively participate in the process. This will include providing drawing files, cut sheets, and other information to Consultant, as well as preparing specific LEED templates and other miscellaneous tasks. Consultant cannot be responsible for delays in, and/or omissions to the LEED documentation that results from lack of response from the Project Design Team, construction team, or Client team to Consultant requests. Consultant does not guarantee that a LEED rating will be obtained.

- Electronic documents issued by Consultant: Any documents from Consultant to the Project Design Team will be submitted and/or distributed electronically only.
- Specifications in electronic format: The fee proposal assumes that Consultant will receive an electronic copy of the specifications in Microsoft Word. Proposed changes by Consultant will be issued electronically in Track Changes mode. If the Project Design Team elects to give hard copies instead, this will require significant additional work and therefore additional services.
- Method of providing LEED specifications: The fee proposal assumes that Consultant provides LEED specification language to the Project Design Team, for insertion by the Project Design Team into the specs. Consultant can edit the architect's individual specification sections as an optional service.
- Payment of GBCI fees: Consultant's fees do not include payments that will need to be made by the Owner to the GBCI for a) registering the Project; b) design and construction phase submissions for certification; c) credit interpretation rulings; and d) certification fee. Consultant does not include these GBCI fees because they are subject to change and because the Owner pays them directly. In case the Owner elects to have Consultant pay the submission fees, Consultant will collect payment from the Owner in advance.

## TERMS, EXCLUSIONS & CONDITIONS:

1. Additional Exclusions:
  - Labor associated with onsite testing other than oversight.
  - Mechanical, electrical, plumbing work of any kind such as equipment purchasing, installation, troubleshooting, start-up, etcetera.
  - Operation, programming, start-up and/or troubleshooting of building automation system

- Any Test, Balance, and Adjustment work
  - Completion of pre-functional checklists. (Preparation of blank pre-functional checklists for use by Others included.)
  - Any re-testing due to system deficiency, team member absence, lack of system or facility availability, etcetera. Financial liability due to aborted testing or re-testing for any reason is specifically disclaimed.
  - Any inspection or approval of post-test deficiency correction.
  - Post-construction endurance testing
  - Drafting or issuing Certificate of Readiness
  - Coordination and/or management of punchlist.
  - Coordination and/or management of on-site contractors to prepare systems for testing (i.e. pipe clean, flush, fill, pressure test; equipment efficiency/performance testing, elevators, escalators, dumb waiters, etc.) or documenting same.
  - All plumbing systems excluded except for Domestic Hot Water Heaters (DWH), Domestic Hot Water Recirculation Pumps (DWRP), Domestic Hot Water Storage Tanks (ST), Heat Exchangers (HX), and thermostatic mixing valves (TMV)
  - Fire protection, fire alarm, or life safety systems
  - Natural gas systems except with respect to meters and supply to service water heating
  - Cx Renewable energy systems, if applicable
  - Fenestration Control Systems, if applicable
2. **PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.**
3. If Consultant has to exert additional effort in providing LEED-compliant documentation as a result of information not provided to Consultant, Consultant will contact the Client for approval before performing any additional services and will bill the Client accordingly.
4. If the Owner and Design Professionals do not provide the Owner Project Requirements and/or Basis of Design, then Consultant will be paid in full regardless of the certification outcome.
5. Unless specifically noted in the scope of services in this proposal, Consultant will not perform commissioning of non-energy related systems, such as fire protection alarms, controls, equipment, signals and systems, IT, security, elevators, plumbing, etc.
6. Consultant will not be responsible for coordination of work and payment requisition approvals.
7. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
8. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
9. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
10. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
11. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
12. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work.
13. Consultant will not conduct any instrumented alignment and measurement checks.
14. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
15. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
16. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
17. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
18. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
19. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
20. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
21. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
22. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
23. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
24. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
25. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
26. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days

from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.

27. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
28. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
29. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:  
If to the Client: refer to cover page of this document.

If to Consultant:  
Chief Executive Officer  
SOCOTEC Consulting, Inc.  
151 West 42<sup>nd</sup> Street, 24<sup>th</sup> Floor  
New York, New York 10036

30. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
31. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
32. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
33. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
34. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.
35. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.