

## SCOPE OF SERVICES

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Viridian's scope of work includes the following energy efficiency and green tasks.

### ENERGY EFFICIENCY TASKS

The fee proposal assumes that the analysis is performed separately for Buildings I, J1 and J2 . The tasks are repeated for each building.

#### Energy Task 1: Collect Building-Specific Data

Viridian will meet with owner and design team to define building operating conditions. Viridian will obtain architectural details and Energy Management and Control System (EMCS) and temperature control schemes and will review design documents, construction budgets, and construction schedules. Viridian will be provided up-to-date information on the design of the building, including:

- Architectural details - Floor Area, Window Areas, Orientation
- Height and width of buildings located nearby, if applicable
- HVAC - Equipment type, size, efficiency
- Plug loads
- Control schemes and diagrams
- Occupancy schedules, and operating hours
- Maintenance schedules and maintenance capabilities of the on-site personnel
- Electricity and gas rates

In addition to hard copies of the architectural and mechanical drawing sets, the design team will provide Viridian with architectural floor plans and elevations in electronic format (CAD drawings).

#### Energy Task 2: Prepare DOE-2.1 Models of the Building

Based on the information gathered under Energy Task 1, Viridian will prepare two DOE-2.1 models:

- a. **The Design Model** - based on the as-designed building, including lighting, HVAC, domestic and service hot water, controls and plug loads. This model will be used to determine the cost-effectiveness of additional or alternative energy efficiency measures.
- b. **The Energy Code Model** is used to establish compliance with the 2007 New York State Energy Conservation Code through the Energy Cost Budget Method of ASHRAE/IESNA 90.1-2004.

#### Energy Task 3: Investigate Energy Efficiency Measures

Viridian will investigate Energy Efficiency Measures (EEMs) that are likely to result in a 5-year payback for HVAC/lighting/envelope, and in a 2-year payback for appliances. These measures will be included in the design - as the building is nearing completion - or could still be included (e.g., certain controls).

Such EEMs may include, but are not limited to the following:

1. High-performance glazing (low-e, spectrally-selective)
2. Increased insulation
3. High-efficiency lighting, occupancy sensors,
4. Investigation of higher efficiency HVAC equipment
5. Variable frequency drives for motors (pumps and fans)
6. Premium efficiency motors
7. Improved controls for temperature
8. Appliances
9. Others, as may be suggested by Viridian or the design/construction team

It is anticipated that no more than 10 EEMs will be simulated.

**Energy Task 4: Prepare Draft Report of Energy Modeling Results**

A Draft Report will be submitted to the Customer and project team prior to the submittal of the final report. This Draft Report will briefly highlight all the various approaches and steps moving forward that have been discussed with the Customer and their project team.

Viridian's report will briefly outline assumptions, methods and results. The report will consist of the following sections:

- Executive summary
- Description of the Design Model
- Description of the Code-compliant Model
- Energy Efficiency Measures
- Compliance with the Guidelines
- Summary of energy analyses
- Appendix with detailed information on energy analysis results

**Energy Task 5: Update Energy Models at Based on Board Review**

Viridian will update the energy model to account for the recommendations and comments of the Board and will re-issue the report. Construction Administration modeling is not included in the proposal.

**Energy Task 6: Energy Meetings**

The fee proposal assumes three (3) energy-related meetings.

Viridian will participate in conference calls for the duration of this project. Other communications will be conducted through e-mail. Additional meetings will entail additional fees.

## BUDGET

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The fee proposal assumes that the project continues without significant interruptions. If any phase of the project is stopped and then re-started after more than six months, Viridian will increase its fees to include the work needed for re-starting the project. Also, if the project is continuing but gets delayed by more than one year, Viridian will increase its fees to account for inflation.

Energy I: \$37,000

Energy J1: \$27,000

Energy J2: \$37,000

TOTAL: \$101,000

## TIME TABLE

Buildings I and J1:

Energy tasks 1-3, with a brief summary of results, to be costed by the design team:

4 weeks from receipt of design documents (hardcopies for MEP and architectural, Word for specs, and CADD for plans and drawings)

After cost estimates by the design team, Task 4 will follow within 1 week. After Board review, Task 5 will follow in three weeks, to allow for proper consideration of the requested changes, if any.

Building J2:

Energy tasks 1-3, with a brief summary of results, to be costed by the design team:

4 weeks from receipt of design documents (hardcopies for MEP and architectural, Word for specs, and CADD for plans and drawings)

After cost estimates by the design team, Task 4 will follow within 1 week. After Board review, Task 5 will follow in three weeks, to allow for proper consideration of the requested changes, if any.

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# CONTRACT BETWEEN VIRIDIAN AND THE CUSTOMER

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## 1. REIMBURSABLE EXPENSES

- a. Expenses incurred in undertaking Customers' project will be billed at cost and according to Viridian's expense schedule. These include postage, telephones, photocopies, blueprints and other reproductions, computing, shipping, and auto and other ground transportation.
  - b. The expenses do not include the cost of hard copies for project drawings or specifications. Viridian assumes the design team will send hard copies of relevant documentation. Any documents from Viridian to the design team will be submitted and/or distributed electronically only. If Viridian needs to print documents, the Customer will pay for the cost of these documents at cost (no profit or overhead will be applied by Viridian).
2. Our terms are net 45 days. An interest charge of 1% per month will be applied toward all Fees and Expenses outstanding beyond 45 days.
  3. Customer shall be liable for all costs, charges and expenses, including reasonable legal fees and disbursements, incurred by Viridian due to any default or failure of performance by Customer under this agreement.

## AGREEMENT

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The above terms and conditions are accepted and agreed to:

Adam Tulecia Romayal 12 August 08  
Authorizing Signature, Title Viridian Energy & Environmental, LLC Date

Rayan EXTENDED July 21, 2008  
Authorizing Signature, Title Company Name Date

*If the above is acceptable, please sign both copies and return one copy.*