

January 30, 2020

XYZ Company  
123 Main St.  
Cincinnati, OH 45202

### Energy Master Plan and Engineering Assessment

Dear,

This letter (“Agreement”) outlines the scope of work and the terms and conditions associated with the Energy Master Plan and Engineering Assessment that Plug Smart is proposing to XYZ Company (“Client”) for the buildings listed below totaling 133,000 square feet. The objective of this Agreement is to provide the Client with an analysis of potential self-funding HVAC, Controls, Motors, Roof, Windows, LED lighting and other conservation measures presented in the form of a campus wide Energy Master Plan.

**123 Main Street Building – 133,000 square feet**

## SCOPE OF WORK

A brief description of the services available to the Client in this proposal include:

### 1 Energy Master Plan and Assessment

*4-6 Weeks*

- Obtain copies of the following data from the Client prior to starting on-site field work: (i) maintenance history of equipment; (ii) recent energy studies and/or audits; (iii) three years historical utility usage and billing data; (iv) capital improvement, deferred maintenance and energy master plans; (v) mechanical and electrical as-built drawings; (vi) sub-meter and data logger trend data; (vii) protocol for facility access; (viii) protocol for access/login to Building Automation Systems; (ix) one recent utility bill for each utility company; and (x) power purchase agreements and three years of energy purchase statements.
- Conduct project kickoff meeting to identify client points of contact and review protocols and building schedules to minimize impact on client operations
- Analyze three years’ worth of client utility billing data using commercially available energy benchmarking and regression analysis tools. Review and analyze existing supply rates and tariffs.
- Develop a weather-adjusted energy consumption baseline and benchmark energy cost and consumption data against other peer groups. Use this benchmarking analysis to help establish a building level energy utilization index (EUI) and financial (\$/sq ft) score card.
- Evaluate existing energy systems based on criteria including but not limited to: (i) operating loads; (ii) proper sizing; (iii) efficiencies; (iv) operating hours; (v) operating conditions; (vi) facility and/or climatic conditions; (vii) useful life; and (viii) feasible replacement systems.

- Perform additional energy consumption analysis on Client facilities as needed, including developing load calculations and profiles using building data including but not limited to historical energy consumption, TMY weather data, internal loads, building exposures, envelope loads, square footage, design occupancy, lighting loads, and equipment usage.
- Identify and recommend additional building-level metering and energy data analytics functionality that would provide immediate and long-term energy management benefits to the client.
- Conduct a Level II Energy Audit, as defined by the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) in the 2003 HVAC Applications ASHRAE Handbook with the option to perform additional engineering tasks typically included in the ASHRAE Level III Energy Audit as required.
- Conduct interviews with facility operation and maintenance staff regarding the building systems operation, occupancy patterns, unique energy needs, problems with comfort levels, and equipment reliability.
- Evaluate all major building energy systems including but not limited to: (i) cooling systems and related equipment; (ii) heating and heat distribution systems; (iii) automatic temperature control systems and equipment; (iv) outdoor ventilation systems and equipment; (v) electric motors, transmission, and drive systems; (vi) energy efficient lighting (interior and exterior) and other electrical systems; (vii) renewable energy systems; (viii) compressed air and pneumatic systems; and (x) selected plug loads.
- Identify no-cost, low-cost Energy Conservation Measures (ECMs) that are effective in cutting consumption and will favorably impact the client's bottom line (e.g. system training, behavioral changes, retro-commissioning, energy management, system automation).
- Provide detailed summary information for each ECM including but not limited to: (i) detailed technical descriptions; (ii) relevant assumptions and estimates used in energy savings and other calculations; (iii) investment and costs; (iv) annual utility savings; (v) annual operations & maintenance savings; (vi) available utility incentives; (vii) 15 year cumulative cash flow contribution; (viii) simple payback period and/or IRR; and (ix) environmental impact measured in carbon offsets and other metrics.
- Evaluate and provide project implementation strategies to assist the client in their decision making and planning process including but not limited to (i) sample rollout plans for project packages filtered by cash flow, deferred maintenance needs, end of life equipment issues, or other important prioritization criteria; (ii) cost of inaction analysis that calculates opportunity costs associated with various rollout strategies; and (iii) project timelines based on industry standard procurement cycles and installation times.
- Evaluate and provide project financing strategies to assist the Client in their decision making and planning process including but not limited to: (i) traditional energy and capital improvement financing options; (ii) energy efficiency loan and bond funds; (iii) Property Assessed Clean Energy (PACE) Programs; (iv) managed energy services agreements; (v) ESCO performance contracting; (vi) other third-party financing options.
- Provide a Project Report including: (i) Energy Cost, Consumption, & Benchmarking Analysis; (ii) "As-Built" Energy System Inventory List; and (iii) Energy Master Plan.

**Project Development Services Fees**

**FEES**

- XYZ Company fee for this Energy Assessment will be **FREE for 2030 District Members.**

The cost for Plug Smart to perform the Energy Assessment outlined in the scope of work will be inclusive of all equipment, materials, labor, travel, expenses, field investigation, meetings, oversight, supervision, and all other direct and indirect costs associated with the assessment of this project

Payments are due 30 days from receipt of the invoice.

And finally, the Client understands that a large portion of the Energy Master fee is being funded directly to Plug Smart by a State of Ohio energy efficiency grant. As such, the Client agrees to assist Plug Smart in obtaining the grant as required including but not limited to: (i) signing various grant forms to verify completion of the Energy Assessment; (ii) signing various grant forms in advance of the October 1, 2020 grant deadline; and (iii) providing a copy of a check (that can be voided if needed) if the Energy Assessment reimbursement from closing does not occur before grant deadline of October 1, 2020. Please note that Plug Smart will take the grant risk. In other words, if the grant money for whatever reason does not materialize, the Client will not be liable for any fee differences.

**Client Guarantee: If at any time during this project that the Client feels that Plug Smart has not earned their Engineering Assessment technical fee, the Client will be given the right to ask for and receive at their request a full and/or partial refund, and terminate the agreement. The Plug Smart team is confident in our ability to deliver high value to our Clients, and we will stand behind the quality of the engineering analysis.**

**INTENT TO PROCEED**

This proposal is valid for 30 days from date listed in this document. If you agree with the terms and conditions in this letter, please acknowledge this by signing below

**CLIENT ACCEPTANCE:**

**PLUG SMART ACCEPTANCE:**

ACCEPTED BY: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_