Northeast Green Building Consulting, LLC

March 20, 2014

Proposal and Agreement
HERS Rater & ICC 700-2012 NGBS Verifier Services
Via email only: pkruger@omnidevelopment.com

Peter Locongo
Montage Builders – Northern Forest
1 Forestry Drive
SUNY ESF
Syracuse, New York 13210

RE: Hubbell Avenue, Syracuse, New York 13215
HERS Rater & ICC 700-2012 NGBS Green Verifier Services

Dear Peter:

This letter constitutes the proposal and proposed Agreement of Northeast Green Building Consulting, LLC ("Northeast") to provide USGBC LEED for Homes Green Rater, HERS Rater (under the ENERGY STAR v3.1 program) and Green Verifier services (under the ICC 700-2012 National Green Building Standard) for Montage's Hubbell Avenue project, comprising the construction of one single family home (the "Project").

Northeast is an ecological design/building firm that specializes in educating, designing and Building in Nature's Image™. Northeast has deep experience in providing ENERGY STAR for Homes related support and training, including certified HERS Rater services, USGBC LEED for Homes Green Rater, and ICC 700-2012 NGBS Green Verifier services. All services of Northeast are provided under the terms and conditions set forth herein.

Reimbursable Expenses
Expenses incurred in undertaking this Project and all projects are billed at cost and are in addition to the Estimated Fees below. Reimbursable, reasonable and necessary expenses include, but are not limited to, costs of air, auto & ground transportation (including mileage at the current federal reimbursement rate), meals/lodging for authorized trips, photocopying, printing (including blueprinting services), long-distance telephone calls, faxes and postage.

Terms & Conditions
For tasks relating to the services contemplated by this Proposal, NGBC will charge according to the above listed rates.

- Travel time will be charged on approved trips (but limited in all cases to no more than 8 hours per person per each 24 hour day of travel).

- Payment is net thirty (30) calendar days following receipt of an invoice therefore. An interest charge of 1% per month will be applied toward all unpaid fees and expenses beyond 30 calendar days.

Services
The proposed services ("Services") for the Project include the following:

USGBC LEED for Homes Green Rater Services (inclusive of Provider fees) & **ICC 700-2012 NGBS Green Verifier Services**

$800.00
(Eight Hundred Dollars and No Cents)

ENERGY STAR Homes HERS Rater Services v3.1 (including IAP). Northeast will provide onsite verification of installed measures during construction and at substantial project completion in accordance with ENERGY STAR v3.1:

- Inspection of air sealing, insulation installation, and measures included in the points claimed column of the NGBS scoring tool.
- Unguarded blower door tests for air infiltration (at Final Verification)
- Duct blaster tests for duct leakage (at Final Verification)
- Balometer testing for local exhaust supply and flow rates (at Final Verification)
- Combustion safety testing, if required

Specifically, Northeast's certified HERS Rater(s) will conduct **two (2)** site visits for verification and performance testing (intermediate and final) per unit in accordance with ENERGY STAR v3.1 protocols (to include sampling):

This proposal assumes that the Project will be ready for verification/inspection and testing at each site visit so that no more than two (2) total site visits will be required to inspect/verify/test all required elements of the Project. Each unit will be visited two times (Intermediate and Final Verification) pursuant to the requirements of LEED for Homes, the ENERGY STAR program and the ICC 700-2012 NGBS. The proposal also assumes that good quality of construction will allow for a sampling protocol to be implemented to the maximum extent possible and a minimum of two (2) weeks notice will be given in advance of the required site visits.

Fees for any additional site visits and diagnostics (due to performance failures, scheduling delays, incomplete construction, etc.) beyond those described above will be billed at Northeast's standard rates.

$350.00
(Three Hundred Fifty Dollars and No Cents)

Based on the above we estimate the cost of Services to be:

$ 1,150.00

(One Thousand One Hundred & Fifty Dollars and No Cents)

Thank you in advance for the time and opportunity to bid on this project. Please do not hesitate to contact Kevin Stack or Josh Stack at (315) 478-6016 with any questions.

Respectfully,

BaDT, LEED FacultyTM, Principal
Northeast Green Building Consulting, LLC
5110 Velasko Road, Suite 2000
Syracuse, New York 13215

Notes: By submitting this Proposal, Northeast does not guarantee or warrant that the Project will achieve any type of HERS Index score, level of certification under LEED for Homes or any other rating system or relevant program, or receive any financial incentives. Ultimately, in all cases, the owner, designer(s), and contractor, and their employees, subcontractors, agents and other entities (including but not limited to governmental authorities such as NYSERDA) are fully responsible to implement the recommendations and measures necessary to achieve any form of certification and/or incentives.

Proposal Accepted:

_____ _____

By: Date

[End of Proposal; Agreement Follows]

Agreement

This **AGREEMENT** is made this 20th day of March 2014 by and between **Montage Builders – Northern Forest** (hereinafter "Client") with a principal place of business at 1 Forestry Avenue, Syracuse, New York 13210 and **Northeast Green Building Consulting, LLC** (hereinafter "Northeast"), with a principal place of business at 5110 Velasko Road, Suite 2000, Syracuse, NY 13215. In the event of any conflict, inconsistency or confusion between this Agreement and the attached proposal, the terms of this Agreement shall govern.

Background

WHEREAS, Client intends to achieve LEED for Homes certification, ENERGY STAR v3.1 qualification, and ICC 700-2012 National Green Building Standard certification at a to be determined level for the Project;

WHEREAS, Northeast has experience providing LEED for Homes Green Rater, HERS Rater, and ICC 700-2012 National Green Building Standard Verifier services;

WHEREAS, Client desires to retain Northeast to provide the Services as set forth in the Letter Proposal dated March 20, 2014;

NOW THEREFORE, in consideration of the foregoing and of the mutual terms set forth below and other good and valuable consideration, the parties agree as follows:

1. **Scope of Work.** The proposed Scope of Work and Services are described, supra, in the Proposal dated March 20, 2014. Invoices shall be emailed weekly (to preserve a paperless process).

2. **Payment.** Client agrees to pay all invoices in full within thirty (30) calendar days of receipt thereof. An interest charge of one-percent (1%) per month will be applied toward all fees and expenses remaining unpaid after thirty calendar (30) days. The failure to pay any invoices submitted within thirty (30) calendar days may result in the delay or inability of Northeast to perform or continue performing services under this Agreement. Client acknowledges and agrees that Northeast is not liable for any damages, costs or expenses of any kind or nature relating to the delay or cessation of services due to nonpayment, including but not limited to, the inability to seek any type certification or available incentives, achieve any Project deadlines relating to completion of the Project, any performance goals, or the failure of other Project team members to complete any of the services relating to or contemplated by this Agreement.

All other fees and costs, as well as any other costs and fees of any kind that are related to any certification and/or incentive programs are not the responsibility of Northeast, are not included under this Agreement, and shall in all cases be paid by the Owner or others as the case may be.

3. **Nature of Services.** Whether, how, and to what extent any technical assistance, education, building science, training, and other Services of any kind provided by Northeast to the Project are integrated into the design, blueprints, surveys, site plans, or other project documents or becomes a part of the design and construction of the Project is the sole responsibility of Client, its agents, employees, subcontractors, or other parties such as authorized Project designers and decision makers, architects, other designers, engineers, and the subcontractors, employees, and agents of these entities, and relevant governmental authorities. Client agrees that the maximum potential and aggregate liability of Northeast shall be limited in all cases to the amount of fees actually received by Northeast under this Agreement. Client agrees that in the event of any alleged claim or dispute that the sole and exclusive remedy against Northeast, in law and equity, shall be governed by the provisions of this Agreement and the rights, duties, and obligations set out herein.

   With respect to any design support, evaluation of systems, components and/or materials, education of subcontractors and/or those providing materials, services and/or labor to the Project, technical assistance, or consulting services, Northeast is under no circumstances responsible or liable for: the means and methods of construction, sequencing of construction, any preliminary or final materials and systems selections, quality of installation or work; the design and/or construction of the Project elements including but not limited to HVAC, thermal envelope, infrastructure design and/or systems, durability management (design, selection of durability measures, and installation quality or completeness); ensuring that the Services to be provided hereunder by Northeast are integrated and undertaken successfully by project decision makers, including but not limited to the builder, construction manager, developer, subcontractors, other consultants, vendors, material suppliers, and their employees, agents, and subcontractors; the failure to receive any relevant approvals, certifications, and/or financial incentives from any governmental agency, authority or entity.

4. **Absence of Professional Services.** Northeast is not a professional service firm and is not providing any form of professional services, including but not limited to, architectural, planning, legal, or engineering services.

5. **Environmental Rating Systems, Incentives and Third-Party Programs.** Client acknowledges that only the US Green Building Council, the Green

Building Certification Institute, the Home Innovations Research Lab, and their designated agents, affiliates or authorized entities, as the case may be, hold the authority to confer any form or level of certification (LEED, NGBS, or other), and that other project team members, including but not limited to the owner, builder, architects, subcontractors, and other designers are responsible for decisions relating to whether the Project will achieve any level of such certification. Client understands that many financial incentive programs require some form or level of certification to qualify. Client agrees that Northeast is not liable if the Project does not achieve or becomes ineligible to seek LEED certification or any other type of incentive(s) and/or certification(s), unless occasioned by the negligence of Northeast.

Northeast is not responsible for the content, design or process requirements, Prerequisites, standards, Credit Categories, performance claims, or any other element, representation or aspects of any environmental rating system or associated documents, including but not limited to the LEED portfolio of rating systems, any LEED guidance materials including but not limited to checklists, reference guides, verifications and submittal guidance, the ENERGY STAR program, the ICC 700-2012 National Green Building Standard or related programs, any government incentive and/or tax programs, certifications, and/or programs of any kind that any project team members request or direct that Northeast review, research or evaluate for the Project. All rating systems, incentive(s) and certification(s) programs are under the exclusive control of their respective owner, as the case may be, and are subject to change from time to time in the future, with or without notice. Northeast does not make and expressly disclaims all warranties (express or implied), for the accuracy, completeness, use of or reliance upon any information in any environmental rating systems, including but not limited to performance-based claims (e.g., relating to the energy performance & efficiency, water savings, reduced utilities costs, etc.), benefits of certification, availability of existing financial and/or tax incentives from any source, and for any information provided by other companies, entities, subcontractors, team members, suppliers and any other participants, or for any injuries, losses or damages arising out of such use or reliance relative to any green building rating system, unless due to the negligence of Northeast.

6. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement, where and to the extent that such failure or delay results from causes outside the reasonable control of such party. Such causes shall include, without limitation, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, civil commotion or any other similar cause or force.

7. **Indemnification.** To the maximum extent permitted by law, each party to this Agreement agrees to indemnify, defend and hold harmless the other parties, their respective officers, directors, employees, agents, shareholders, subsidiaries and related entities from and against any and all claims, actions, losses, damages, demands, expenses, penalties, costs, injuries, disabilities, liability and expenses whatsoever (including attorneys' fees and related disbursements) collectively the "Claims" to the extent that such Claims arise out of any negligent or wrongful act, error or omission of it, its employees, officers, directors, shareholders, partners, agents, guests, representatives, students, or project designers and/or builders. This obligation pursuant to this Agreement shall survive the expiration or termination of this Agreement.

8. **Entire Agreement/Amendments.** This Agreement replaces and supersedes all prior agreements between the parties to this Agreement relating to the subject matter hereof. No parties have relied on any prior oral or other representations, communications or agreements. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by authorized officers of Client and Northeast.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

March 20, 2014

_____ _____

By: Kevin Stack, BaDT, NGBS Verifier Principal Date
Northeast Green Building Consulting, LLC

_____ _____

Accepted By: Date
Peter LoCongo
Montage Builders – Northern Forest

[End of Proposal and Agreement]