Proposal for

ASHRAE Level II Audit and Retro-Commissioning at 422 East 72nd Street, New York NY 10021

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| Prepared for:  422 East 72nd Street, New York NY 10021  Anthony Milstein  Brown Harris Stevens  770 Lexington Avenue  New York | Prepared by:  Stephen Hughes  President & COO  Greenwich Energy Solutions  252 Java Street #209, Brooklyn  New York, NY 111222 |

September 11, 2025

February 27, 2025

Dear Customer:

Greenwich Energy Solutions (GES) is pleased to present you with a proposal for an ASHRAE Level II Energy Audit and Retro-Commissioning (RCx) of your managed facility located at 422 East 72nd Street, New York NY 10021. Since its inception in 2009, GES has been focused on helping owners and managers of real estate assets get the most value from their properties through energy efficiency and effective energy and regulatory management. GES currently services over 680 properties in the New York City metropolitan area including some of the premier addresses in the city.

Upon receiving signature on this proposal, GES will fulfill the requirements of NYC’s LL87 for your property located at 422 East 72nd Street, New York NY 10021. GES will provide a streamlined and professional process of auditing and retro-commissioning that will include the appropriate technical engineering services for the Audit and RCx, which will evaluate the energy-consuming mechanical systems of the facility, identify and correct deficiencies in said systems, and will provide comprehensive reports for the purposes of filing with the appropriate City agencies. In addition, we will facilitate the decision-making process for implementing any additional energy efficiency measures not included in the scope of the enclosed agreement. Based upon information we received from out Pre-Audit Questionnaire, we have calculated ourfee for these services to be **$$16,086.84**,which includes the City’s mandatory LL87 filing fee ($375). Attached for your review is a proposed scope of work, project team, pricing, schedule, and terms and conditions.

We look forward to the opportunity to support you in achieving LL87 compliance and creating a blueprint for energy savings for your facility. GES fully understands the importance of reducing operating costs, and as such is committed to provide you with quality service in an expeditious manner. Please do not hesitate to contact me directly if you have any questions about this proposal.

Best Regards,

Stephen Hughes

President & COO

Greenwich Energy Solutions

shughes@greenwichenergysolutions.com

347.853.7822 (O)

917.757.0584 (C)**Scope of Work**

The following is the Scope of Work for Energy Audit and RCx Services to be provided by Greenwich Energy Solutions (GES) for 422 East 72nd Street, New York NY 10021 (“Client”) for the property located at 422 East 72nd Street, New York NY 10021 (“The Facility”).

**Energy Audit**

GES will analyze the Facility’s energy systems and quantify the base loads, seasonal variation, and effective energy costs in order to detail and define potential energy efficiency improvements. The analysis will include an examination of:

* Building Envelope
* Lighting
* Heating, Ventilation, and Air Conditioning (HVAC)
* Domestic Hot Water (DHW)
* Plug Loads

This service will be performed to the standard of a Level II Energy Audit as defined by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), and as such will satisfy the audit requirement portion of LL87. In addition to a site visit by GES’ qualified team to evaluate the above-mentioned existing conditions/systems, this process also includes detailed discussions with the Facility’s operations and maintenance staff to understand items of concern and opportunities for improvement. The Audit Report will include the following sections:

* Executive Summary
* Existing Facility and Base Systems Description
* Energy Use Analysis
* Recommended Energy Conservation Measures (With Cost/Savings Analysis)
* Retro-Commissioning Report

**Retro-Commissioning**

GES will examine and tune the Facility’s baseline mechanical systems at the Facility to satisfy the RCx requirement of Local Law 87. The RCx process as defined in this scope is designed to satisfy the requirements of the Final Rule for Local Law 87 compliance as issued by the NYC Department of Buildings (DOB).

As part of this scope, GES will investigate specific building systems and perform specific actions as prescribed by the DOB final rule.

**Operating Protocols, Calibration, and Sequencing**

1. **HVAC Setpoints and Setbacks.**  System temperature and humidity set points and setbacks will be observed for suitability and adjusted where required.
2. **HVAC sensors.** 
   1. All critical sensors that are part of a control sequence and have direct control of a major piece of equipment such as a chiller, boiler, pump, or air handling unit will be tested for proper calibration.
   2. For monitoring sensors that measure air flow or temperature but are not part of a control sequence, monitoring sensors will be tested for proper calibration.
3. **HVAC controls.** All control sequences and critical controls that are part of a control sequence of a major piece of equipment such as a chiller, boiler, pump, or air handling unit will be checked for proper function.
4. **Load distribution.** Fans, boilers, and pumps will be tested for proper load distribution across the individual components.
5. **Ventilation rates.** Outdoor air intakes will be measured to verify that the flow rates are appropriate for the current facility requirements.
6. **System automatic reset functions.** For each piece of major equipment, such as chillers, boilers, cooling towers, air handlers, or pumps, at least one energy-related reset function based on temperature or pressure will be tested to verify that the reset function is functioning properly.
7. **Adjustments to oversized or undersized equipment.** Major equipment, such as chillers, boilers, cooling towers, air handlers, or pumps, serving base building systems will be adjusted to perform as efficiently as possible for the current facility requirements.
8. **Simultaneous cooling and heating.** HVAC system air handling units will be tested to verify that simultaneous heating and cooling is not occurring, unless intended.
9. **HVAC system economizer controls.** The economizer controls serving all major air handling units will be tested for proper functionality through trends or functional testing.
10. **Light levels.** Base lighting systems will betested to verify that the lighting levels are appropriate for the current facility requirements.
11. **Lighting sensors and controls.** Base lighting systems will bechecked to verify that the lighting sensors and controls are functioning properly.
12. **Domestic hot water heater temperature settings.** All major hot water heaters serving base building systems will be visually checked to verify that the temperature settings are accurate and are appropriate for the current facility requirements.
13. **Water pumps.** Water pumps will be tested to verify that the devices are functioning to meet the current facility requirements.
14. **Water leaks.** 
    1. All boilers/roof tanks will be visually checked to verify that they are not leaking water.
    2. Water distribution lines and makeup water lines will be visually checked to verify that no leaks are present.
    3. Plumbing fixtures, such as faucets, toilets, and showerheads, served by base building systems will be visually checked to verify that they are without water leaks.

**Cleaning and Repair**

1. **HVAC equipment.** All accessible HVAC equipment, including vents, ducts, coils, valves, and soot bins will be visually checked for cleanliness for proper operation.
2. **Filter cleaning and replacement.** Filters willbe visually checked to verify cleanliness and tested to confirm that the filter is within the manufacturer’s recommended pressure drop differential.
3. **Light fixture cleanliness.** Basebuilding lighting systems will be visually checked to verify that light fixtures are clean.
4. **Operating conditions of motors, fans and pumps.** A visual inspection of motors, fans, or pumps, and associated belts, pulleys, and bearings will be performed to determine that such components are in good operating condition.
5. **Steam traps.** 
   1. The RCx agent will confirm with facility maintenance staff that a protocol is in place for the testing of steam traps and replacement of non-functional steam traps.
   2. Steam traps in areas served by base building systems will be tested to verify operation. All steam traps found to be functioning improperly will need to be replaced, repaired or rebuilt at owner’s expense.
6. **Manual override remediation.** The RCx agent will ensure that a protocol for the remediation of the issues causing manual overrides has been developed.
7. **Boilers tuned for optimal efficiency.** A combustion efficiency test will be conducted for each boiler serving a base building system, and if necessary the building’s mechanical service contractor will be brought in to tune the to perform at optimal efficiency for the current facility requirements.
8. **Pipe insulation.** All exposed hot and chilled water and steam pipes and pipe fittings will be visually checked for adequate insulation.
9. **Sealants and weather stripping.** A visual inspection will be conducted to confirm that sealants and weather stripping are installed and in good condition.
10. **Training and documentation.** On-site documentation in accordance with §28-308.3(3) of the Administrative Code will be verified and noted on the RCx report.

Upon conclusion of the audit and RCx, GES will provide the Client with comprehensive ASHRAE Level II audit reports detailing energy savings and simple payback calculations along with general cost and performance, as well as RCx reports written and jointly issued by a NY Registered Professional Engineer (PE), a Certified Energy Manager (CEM), and a Certified RCx Professional. Upon completion of the reports, GES will submit the reports to the appropriate city agency(ies) in order to comply with Local Law 87/09.

To facilitate the process, the Client will provide access to the Facility and any relevant contact information for the Facility’s operations and maintenance staff as needed to complete the work. For some RCx efforts, the participation of the building’s contracted boiler and/or HVAC service provider(s) may be required. The Client will assist GES in coordinating with said provider(s) for the purposes of completing the audit and RCx process and will assume any associated costs with provider(s) participation in the audit and RCx process. To the extent that the Client is charged for its mechanical contractor’s time and/or any significant repair work during the RCx process, the Client will be responsible for all such charges. Depending on the Client’s service level agreement with its mechanical contractor, these visits are typically not billed.

**Client Responsibility**

Some work may be required to be performed by the building owner as part of the RCx process. Required items are generally cheaper, quicker and easier than retrofits identified in energy audits. RCx involves minor modifications of base building systems consisting of the aforementioned procedures: operating protocols, calibration, sequencing, cleaning, and repair. GES’ RCx services encompass operating protocols, calibration, and sequencing. This scope includes identification of required cleaning and repair actions, but not the actions themselves. Many cleaning and repair actions are satisfied with no- or low-cost supplies and implemented by a building superintendent as detailed in the GES’ RCx report. Examples of such required alterations include cleaning light fixtures, fixing leaking pipes, repairing pipe insulation, and weather-stripping doors. On occasion, more substantial repairs may be required such as replacing a broken damper motor or exhaust fan.

**Schedule**

Upon receiving a signature on this proposal, and the indicated payment, GES will schedule the site visits to perform the audit and the RCx. GES will deliver the final audit and RCx reports within 8 weeks of the final site visit. This of course is contingent upon timely response to data requests and full access to the site during the initial site visit.

**Fees**

The fee for the proposed Energy Audit and RCx Services at the Facility is **$$16,086.84**. The price is for LL87 compliance only and is determined based on building size and complexity, as both factors directly relate to the amount of time required to complete the scope at each site. As part of these Services, GES will pay the LL87 report submission fee (the City’s $375 per-building charge filing fee) on behalf of the client.

The most recent Rule Revision for Local Law 87, published August 4, 2019, specifies that two pipe steam systems be tested to verify that supply pipes and condensate return pipes have a differential of 30 degrees F or more for the duration of two consecutive boiler cycles. If the building heating system fails this test, our team is required to test a sample set of 10% of the steam traps throughout the building, including residential spaces. The cost of this additional work, should it be required, is **$1,335.00 since it is a two-pipe system**.

**Payment**

50% of the chosen service package’s fee is due upon signing this agreement. The remaining 50% will be due upon delivery of both the technical reports and full retro-commissioning action item list to the Client. The above pricing does not include any costs associated with the participation of the Facility’s preferred boiler and HVAC contractors. These mechanical contractors will be required to be on-site during the RCx process for approximately 1 day or less. To the extent that the Client is charged for its mechanical contractor’s time and/or any significant repair work during the RCx process, the Client will be responsible for all such charges. Depending on the Client’s service level agreement with its mechanical contractor, these visits are typically not billed.

**Terms and Conditions**

This agreement is subject to the Terms and Conditions that are included below and incorporated by reference. This price is valid for at least 90 days from the date of this proposal.

**Acceptance**

The enclosed GES Terms and Conditions are an integral part of this Proposal. A contract between 422 East 72nd Street, New York NY 10021 and Greenwich Energy Solutions for Energy Audit and RCx Services shall be effective as of the date the proposal is executed and delivered, issuance of a purchase order or other notice to proceed with reference to the Proposal, or permit for GES to commence performance of any services in accordance with the Proposal, whichever first occurs.

**Facility 422 East 72nd Street, New York NY 10021:**

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Full Invoicing Address

**Greenwich Energy Solutions:**

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Date

**Terms and Conditions**

1. Ownership; Intellectual Property Rights

GES will provide to the client the written report(s) specified in the Proposal. These report(s) will become the property of the Client upon acceptance of delivery and final payment. Notwithstanding the foregoing, any technology or other intellectual property of GES incorporated in such report(s) shall remain the property of GES. For the avoidance of doubt, all trademarks, patents, copyrights and other intellectual property rights owned by GES on the date hereof shall continue to be owned solely by GES, and nothing herein shall be deemed to confer any rights to any such intellectual property to the Client.

1. Confidential Information

In the course of GES providing the Services to the Client, either party may receive or have access to confidential and proprietary information of the other party. For the purposes of this Section 2, “Confidential Information” means information or material proprietary to a disclosing party or designated as confidential by such party, which the receiving party may obtain knowledge or access to as a result of GES providing the Services to the Client. This includes any information which the disclosing party treats as proprietary or designates as confidential, whether or not owned or developed by the disclosing party. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature. The receiving party’s obligation shall be for a period of five (5) years after the date of disclosure.

1. Payment

The fees for the services (the “Services”) to be provided by Greenwich Energy Solutions (“GES”) to the client (the “Client”) pursuant to the Proposal to which these Terms and Conditions are attached (the “Proposal”) shall set forth in the Proposal. If there are further requirements outside of the scope of this work set forth in the Proposal, the parties shall determine the fees for such services prior to commencing such work. All payments shall be due at the times set forth in the Proposal or, if no time is specified, within 30 days of receipt of an invoice delivered by GES to the Client setting forth the amounts due. Late payments will be charged a 1.5% compounded monthly late fee. The Client shall also be responsible for any costs or fees associated with the collection of any unpaid balance, including attorneys’ fees.

1. Limited Liability

The Client alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished to GES; and (b) any use made by the Client of the output of the Services or any reliance thereon. The Client agrees that any liability of GES relating to the Proposal and the Services performed shall be limited to the amount of fees actually received by GES from the Client regarding the Services in question. In no event shall GES be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales or profits, even if GES is told that any such damages may occur. It is understood that GES will be responsible for any costs of re-filing the compliance report if the file has to be re-filed due to an error on the part of GES.

1. Limited Warranty

GES warrants to the Client that all Services will be performed in a professional manner consistent with industry practices. Except as set forth in the preceding sentence, GES does not make any warranties of any kind, either express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) non-infringement for the Services being provided, (c) that the Services will meet the Client’s requirements, or (d) as to the results that the Client may achieve upon completion of the services. If this exclusion is held unenforceable, then to the extent of such unenforceability, all express and implied warranties shall be limited in duration to the period of the contract, after which time no such warranties shall remain in effect.

1. Indemnification

Client (“Indemnifying Party”) shall indemnify, defend, and hold harmless GES (“Indemnified Party”) against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs) and damages arising out of any and all third party claims to the extent caused by the Indemnifying Party’s negligent or willful acts or omissions or any material breach by the Indemnifying Party of this Agreement. In connection with any claim or action described in this paragraph, the Indemnified Party (i) will give the Indemnifying Party prompt written notice of the claim, (ii) will cooperate with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defense and settlement of the claim, (iii) will permit the Indemnifying Party to control the defense and settlement of the claim, provided that the Indemnifying Party may not settle the claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld) unless the claim involves only the payment of money damages, and (iv) the Indemnified Party (at its cost) may participate in the defense and settlement of the claim.

1. Independent Contractor

It is understood and agreed by the parties that GES is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of GES.

1. Assignment; Subcontractors

GES’s obligations under the Proposal and these Terms and Conditions may not be assigned or transferred to any other person, firm, or corporation (other than an acquirer of substantially all of the business of GES, whether by merger or sale of assets or capital stock) without the prior written consent of the Client. Notwithstanding the foregoing, GES retains the rights to subcontract any portion of the Services in its sole discretion.

1. Force Majeure

GES shall be excused from delays in performing or from any failure to perform hereunder to the extent that such delay or failure results from any one or more of the following: acts of God; abnormal weather conditions or natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; war, whether or not declared; sabotage; terrorist acts; riots; civil disturbances; explosions; acts or omissions of governmental authorities; unavailability of or curtailment of fuel supplies; any interruption of electric or other utility service, or any change, interference, disruption or other defect in the supply or character of the electric energy or other utility service utilized by Customer; equipment failure arising from a manufacturing or design defect or the failure of the manufacturer or others to timely implement necessary repairs or replacements; or any other cause or event not reasonably within the control GES.

1. Miscellaneous

These Terms and Conditions, together with the Proposal executed by the parties, contains the entire agreement between the parties. These Terms and Conditions and/or the Proposal attached hereto may be modified or amended if the amendment is made in writing and is signed by both parties. If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement. These Terms and Conditions and the Proposal attached hereto shall be governed by the laws of the State of Connecticut without regard to its conflict of laws provisions. Any action relating to these Terms and Conditions or the Proposal attached hereto must be brought in the state and federal courts located in the State of Connecticut, and the parties irrevocably consent to the jurisdiction of such courts. GES shall not be liable for any failure to perform its obligations hereunder in the event such failure is due to circumstances beyond its reasonable control.