

Chin Lin, Senior Associate
HMFH Architects
130 Bishop Allen Drive
Cambridge, MA 02139

To Provide: Solar Design Associates (SDA) will provide renewable energy system consulting services to HMFH Architects (HMFH) in the application of a rooftop solar PV for the, soon to be renovated, High School in Dover, NH. SDA will perform an initial, high-level assessment of up to three options for solar PV layout on the roof of the existing building and possible building additions. The analysis will compare the amount of solar panels that can be installed to provide an efficiently operating system and will estimate the potential energy generation from each of the three systems. In collaboration with HMFH, SDA will also estimate the relative installed cost of each system.

The suggested system will be presented to the building owners for approval. Once approval is received SDA will prepare the complete construction drawings and can act as owner's engineer as required. This proposal addresses only the work to evaluate the comparative value of up to three different layout options for the Joint Building Committee (JBC) to make a decision on how to move forward with the solar generating system for the renovated school.

SDA's cohort of engineers and architects have decades of experience in the design/engineering, construction and commissioning of Solar PV and other renewable energy systems. We specialize in working with architects and clients to integrate solar into buildings providing an esthetically pleasing and functional solar installation.

Assessment of Solar Installation Options: SDA will meet with the Chin Lin and the HMFH Architectural team and collaborate with regard to the potential solar system's size and electricity generating potential given the building's roof topography. Information will be provided by HMFH regarding the areas of the existing building's roof where there is sufficient structural support to carry the solar array and where the roof will be unobstructed by rooftop equipment and shade. HMFH will also provide details on the potential roof space that may be available on new structures that may be under consideration.

SDA will use experience with potential system owners to arrive at a typical PPA arrangement. Based on the typical PPA electricity price, SDA will estimate the building operating savings that will result from entering into the PPA agreement for the amount of solar energy generated by the PV system.

Based on this preliminary information, SDA will:

1. estimate the installed system size (kW) for up to three options,
2. estimate the annual power generation (kWh) by each system in Dover, NH,
3. estimate the electricity cost savings of each system given a typical PPA agreement for the school.

HMFH's Responsibility: HMFH will provide SDA with information on the rooftop landscape for both the renovated building and any new additions that are under consideration. HMFH will meet with SDA at the kick-off of the project to discuss the buildings roof's available space.

SDA Deliverables: SDA will provide a report to the Dover High School JBC indicating the potential size in kW of up to three solar systems and an estimate of the annual energy generation in kWhs and value of the solar electricity under a typical PPA agreement that each system will generate.

Insurance: SDA shall obtain and carry insurance for the duration of this project for coverages in the following areas and amounts:

- General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate
- Automobile Liability - \$1,000,000
- Worker's Compensation - \$1,000,000
- Professional Liability - \$1,000,000; \$2,000,000 aggregate
- Excess/Umbrella Liability - \$2,000,000

A Certificate of Insurance shall be provided to the HMFH Architects upon commencement of work under this agreement. The HMFH Architects shall be named additional insured.

Governing Law: This Agreement and the performance of the services hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

Arbitration: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder of, or in any other manner, any additional person not a party to this Agreement. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The party initiating the demand shall notify the other party of the intention to arbitrate within ten days from the date when the claim, dispute or other matter in question has arisen. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Termination: This agreement may be terminated by either party upon fifteen (15) days' written notice, should the other party fail substantially to perform in accordance with the terms through no fault of the party initiating the termination. In the event of termination, SDA shall be paid for services performed up to the termination date including reimbursable expenses.

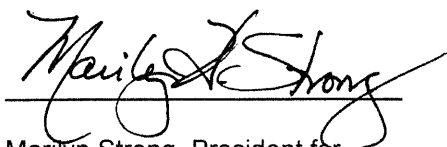
Cost: SDA proposes to provide the services as defined for a fee of **\$3,200**. Reimbursable expenses such as travel beyond the scope defined above, document reproduction and courier fees are in addition to professional services and will be billed at cost plus 10%. If additional meetings, site visits or other requirements are added to this proposal, SDA reserves the right to increase the fee to cover them after discussion and approval by HMFH. This fee is valid for 30 days from the date of this proposal.

Payment: Services shall be invoiced monthly in proportion to the work then performed. Payments shall be made within 30 days of the submission of invoice. Overdue payments shall incur interest at 1.5% per month.

Extent of Agreement: This Agreement represents the entire and integrated Agreement between the HMFH Architects and SDA and supersedes all prior negotiations or agreements. This Agreement may be amended only by written instrument signed by both the HMFH Architects and SDA.

Submitted by:

Accepted by:



Marilyn Strong, President for
Solar Design Associates, Inc.
April 9, 2015

for HMFH Architects

By: _____
(printed name and title)

Date: _____