

BGE Home Performance with ENERGY STAR[®] Program Participating Contractor Agreement (funded by EmPOWER Maryland)

Baltimore Gas and Electric (“BGE”) has established a residential Home Performance with ENERGY STAR[®] Program (the “Program”) in its Maryland service territory as one of its EmPOWER Maryland energy efficiency and conservation programs. The Program is offered in partnership with the national Home Performance with ENERGY STAR Program, which is sponsored by the U.S. Department of Energy (the “DOE”). The Program is designed to improve the energy performance, durability, healthiness, and safety of existing small residential buildings in the BGE service territory, through the services of trained and certified contractors that use state-of-the-art diagnostic tools and the principles of building science. The Program offers financial incentives to participating homeowners in BGE’s service territory in Maryland (each, a “Customer”) and Participating Contractors for the installation of qualifying energy efficiency measures. BGE has retained ICF International, Inc. (the “Program Implementer”) to administer the Program.

This Participating Contractor Agreement (this “Agreement”) is between the contractor submitting this signed Agreement (the “Participating Contractor”) and BGE. This Agreement sets out the terms and conditions under which the Participating Contractor shall participate in the Program. Under this Agreement, the Participating Contractor will contract with Customers to provide building performance consulting and/or installation services that are in compliance with Program requirements and standards (each, a “Customer Contract”). BGE, in return, agrees to provide technical and marketing support for the Participating Contractor.

This Agreement is voluntary and may be terminated at any time for any reason by either BGE or the Participating Contractor by providing written notice of such termination to the other party. Such termination will be effective immediately upon the non-terminating party’s receipt of such notice; provided that, if BGE is the terminating party, the Participating Contractor will be allowed 30 days from the date of the termination notice to submit any remaining documentation for qualifying equipment or improvements that had been installed prior to termination. In the event of BGE’s termination of this Agreement for noncompliance, BGE will notify the Participating Contractor of such termination in writing, and the Participating Contractor (i) will not be permitted to enter into any new contracts with Customers effective immediately upon the Participating Contractor’s receipt of the termination notice, but (ii) will be allowed 30 days from the date of the termination notice to submit any remaining documentation for qualifying equipment or improvements that had been installed by the Participating Contractor prior to termination.

In consideration of the terms of this Agreement, the parties mutually agree to the terms above and to the following.

1. PROGRAM PROJECTS

1.1. Covered energy efficiency projects

The Program provides incentives for the Participating Contractor to provide building performance services that comply with Program requirements and standards to Customers with electrically heated or centrally cooled homes. These services include Home Performance Assessments, attic and roof

insulation, wall insulation, targeted air sealing, and duct sealing. The Participating Contractor will also inspect for any heating, ventilation, and air conditioning health and safety issues.

2. SERVICES PROVIDED TO PARTICIPATING CONTRACTORS

2.1. Program services and benefits

Services that the Program will make available to the Participating Contractor while in good standing with the Program include:

- The opportunity to respond to leads generated from the Program’s public awareness campaign.
- Use of Program-required software. The Program-required software serves several functions, including recording field Home Performance Assessment results, calculating energy savings, analyzing the cost effectiveness of work scopes, and producing an energy efficiency report designed to provide an estimate of costs and energy savings of the proposed measures.
- Use of approved Program marketing materials, which can be customized with prior approval to include the Participating Contractor’s logo and other company information.
- Listing of the Participating Contractor on the Program website, accessible to Customers, once the Participating Contractor has met the following requirements: (1) execution of this Agreement and (2) submittal of documentation of required license and insurance.
- Exclusive access for the Participating Contractors’ Customers to the participant incentive options offered through the Program, as filed with and approved by the Maryland Public Service Commission (the “MPSC”) (and as funds are available); and as outlined in the Contractor training materials, which is incorporated in this Agreement by reference.
- Web-based Program communications for Customer referral, project tracking, and reporting.
- Program support and training for the Participating Contractor on service delivery, reporting, and payment procedures.
- Training and support in the energy-use education that Participating Contractors will provide to participating Customers.
- A 6-to-8-week turnaround payment time frame for eligible services provided under the Program.
- Quality assurance and quality control with prompt feedback to the Participating Contractor to ensure adherence to high standards of quality.
- Easy access to the Program Implementer for prompt response to Program issues.

3. PROGRAM REQUIREMENTS

3.1. General business practices

The Participating Contractor shall:

- Follow all directives as outlined in this Agreement.

- Respond to Customer inquiries in a timely manner and ensure prompt and accurate reporting of Home Performance Assessments and project completions to the Program.
- Comply with all the terms and conditions in the Contractor Handbook, which sets forth the specific roles, responsibilities, requirements, policies and guidelines of the Program, and receipt of which the Participating Contractor acknowledges.
- Act as appropriate ambassadors and marketers for the Program.
- Treat all Customers fairly and deliver promised services in a timely, competent, and responsible manner.
- Conduct themselves in a professional and respectful manner when interacting with Customers and any BGE or Program Implementer personnel, including the Program Implementer's Quality Assurance staff.
- Comply with Program terms and Building Performance Institute ("BPI") standards, maintain satisfactory and professional Customer interaction, provide timely completion of work, and follow BGE's and the Program Implementer's directives.
- Properly and fully present Program features and benefits to the Customer so that the Customer may make an informed decision about the implementation of measures in their residence, and refrain from unfair or inaccurate characterizations of BGE, the Program, the Program Implementer, or BPI.
- Comply with all BGE marketing and communications guidelines. The Participating Contractor shall not use BGE's name or logo or the BGE Home Performance with ENERGY STAR name or logo in promotions or advertising without the prior express written consent of BGE. The Participating Contractor shall not communicate with the media about the Program without written authorization and coordination with BGE.
- Provide all Customers with required Customer and Program information materials.
- Provide the Customer with a professional report containing comprehensive recommendations for improving the energy efficiency, comfort, and safety of the home. The report must include an estimate of the total energy savings from the proposed improvements, equivalent to the maximum attainable energy savings specific to the home. Give the Customer a written warranty of labor and materials for a minimum of 1 year from the date the service is performed by the Participating Contractor.
- Provide, for any equipment installed by the Participating Contractor, the manufacturer's warranty plus optional extended warranty coverage, if applicable.
- Maintain accurate business records relating to the installation of qualifying improvements according to customary industry practice for at least 1 year following installation by the Participating Contractor. Business records must be made available for verification by BGE, if requested.
- Repair, prior to any work being completed in the Customer's home, any health and safety issues identified during the energy assessment, including but not limited to carbon monoxide, asbestos, mold, and lead. The Participating Contractor will need to have verification via Program-approved diagnostic equipment that the proper remediation has been completed prior to starting the recommended Program work in a Customer's home.
- Include its customer complaint resolution process (the "Complaint Resolution Process") in its Customer Contract. If the Participating Contractor becomes involved in a dispute with a Customer regarding work performed or business practices, the Participating Contractor shall work with the Customer to resolve the dispute amicably. If such discussion does not produce an outcome acceptable to the Customer and the Participating Contractor, the Participating Contractor shall

settle the dispute through the Complaint Resolution Process. The Participating Contractor shall promptly inform BGE and the Program Implementer of any Customer complaints that must be resolved through the Complaint Resolution Process and shall also promptly inform BGE and the Program Implementer of the final outcome of the Complaint Resolution Process. The Program Implementer may, in circumstances the Program Implementer deems appropriate, try to help mediate Customer complaints and provide recommendations to the Participating Contractor and the Customer. In accordance with Section 9, below, the Participating Contractor shall hold BGE and the Program Implementer harmless from any claim or suit arising from the Participating Contractor's work in the Program, including but not limited to any claim or suit resulting from or related to mechanical equipment combustion safety, indoor air quality, asbestos, lead abatement, mildew, fungus, moisture intrusion, or mold of every type and nature.

3.2. Approval of projects

- The Participating Contractor shall obtain from its Customers all required authorizations, including, if the Customer is a tenant, the landlord/property owner's permission to perform the work.
- The Participating Contractor shall obtain Customer sign-offs that work was completed.
- The Participating Contractor shall comply with all Program requirements for obtaining approval of project scopes of work and determining eligibility of measures for Program incentives, including pre-approval of the project scope of work in order to obtain approval of low-interest loans for the Participating Contractor's Customers that are subsidized by the Program.
- Any measures submitted for payment of Program incentives that have not been fully completed, or that have been fully completed but have not received prior approval if required, shall not be accepted by the Program. These measures will be ineligible for any Program benefits and the Participating Contractor shall assume all financial liabilities associated with these measures.

3.3. Post-installation work verification and quality assurance

- The Participating Contractor shall allow BGE or the Program Implementer to conduct random field inspections of work that has been performed.
- The Participating Contractor understands that BGE will inspect a minimum of 5% of all jobs performed by each Participating Contractor.
- The Participating Contractor, upon request of BGE or the Program Implementer, at no additional cost to the Customer, shall make reasonable repairs or corrections to work that the Participating Contractor has performed to bring such work up to Program standards. This requirement survives the termination of this Agreement.
- The Participating Contractor, if recently joining the Program, may be subject to a higher inspection percentage. For example, three of the first five Program jobs may be inspected.
- If any health and safety issue is found at the time of test-out, the Participating Contractor must submit documentation that the proper remediation of the health and safety issue has been completed in order for the Program incentive application for such work to be considered complete.
- Should any noncompliance issues be discovered as a result of these inspections, the Program Implementer will notify the Participating Contractor. Within 30 days of the notification, at no additional cost to the Customer, the Participating Contractor shall make any required health and safety repairs or corrections, and/or reasonable repairs

needed to bring such work up to Program standards. **All serious health and safety noncompliance issues associated with the project must be rectified by the Participating Contractor immediately.**

3.4. Hardware and software requirements

- The Participating Contractor must have a computer with an operating system capable of running the Program-mandated modeling software (the "Software"), and must be able to receive electronic mail and attachments from BGE, its Program affiliates, and the Program Implementer.
- The Participating Contractor must possess the required diagnostic equipment, in good working order, follow manufacturer's recommended intervals for calibration, and have the ability to deploy the diagnostic equipment at each participating Customer's residence prior to commencing comprehensive energy assessments and installing measures under the Program.
- The Participating Contractor shall use the Software for building analysis and energy savings estimation and shall become properly trained in the use of the Software.
- The Participating Contractor must provide the Program Implementer, for each home performance assessment submitted, with the entire report produced by the Software. This report should include a detailed work scope proposal that includes the recommended measures for improving the energy efficiency, comfort, and safety of the Customer's home and which estimates the energy savings from the project. The report should include all energy efficiency, comfort, health, and safety opportunities (per Program guidelines and protocols) in the Customer's home regardless of whether the Participating Contractor offers these services.

3.5. Required job volume

During the first and each succeeding year of participation (determined by the date in the signature block of this Agreement), the Participating Contractor shall report to the Program Implementer a minimum of 10 completed jobs per year to be considered an active Participating Contractor within the Program. If this number of jobs is not met by the Participating Contractor, a review (conducted biannually) will take place requiring the Participating Contractor to submit an updated business plan to the Program.

3.6. Use of subcontractors to complete projects

- The Participating Contractor is responsible for all of the work performed by its subcontractors, including ensuring that such subcontractors adhere to Program policies and standards and other requirements of this Agreement applicable to such work.
- Upon request, the Participating Contractor must provide information related to all its subcontractors providing Program services, fully describing the nature of these relationships, ownership data, and other information requested by BGE.
- The Participating Contractor is not permitted to employ as a subcontractor for Program services any firm that has been suspended or terminated from the Program or any other BGE program without BGE's prior written permission. Failure to obtain such written permission may result in disciplinary action and/or termination of the Participating Contractor from the Program.

3.7. Payment handling and requirements

- For each completed home performance assessment ("the Assessment"), the Participating Contractor must submit to the Program Implementer (within 30 days of the completion of the Assessment), via the Software, information from the Assessment, including the date of the

Assessment, information to identify the Customer, and a list of proposed Home Performance with ENERGY STAR project measures with cost and savings information.

- The Participating Contractor must adhere to the Assessment pricing as outlined in Exhibit 3.8.1 to this Agreement.
- The Participating Contractor is responsible for collecting the co-payment for the Assessment specified in Exhibit 3.8.1 of this Agreement from the Customer.
- Payment for the balance of the Assessment Fee (as defined in Exhibit 3.8.1) will be made directly by BGE to the Participating Contractor via direct deposit or check sent through the mail.
- For each completed Assessment, within 30 days of the completion of the measures installed, the Participating Contractor must utilize the Software to report the actual measures installed, and must submit a completed test-out form, signed by the Customer, a copy of the Program-mandated modeling software report, and a copy of the invoice presented to the Customer for the work performed.
- BGE and the Program Implementer will not approve payment for a home performance measure Participating Contractor incentive without documentation of a completed Assessment, documentation of work completed, reporting of estimated savings, required Customer sign-offs, and other project details as required.
- Compliance with all Program guidelines is a prerequisite for payment for a particular Assessment or payment of incentives to the customer of a Participating Contractor.

3.8. Pricing

The current Pricing Schedule (the "Schedule") for services and measures that must be adhered to by Participating Contractors is as set forth in Exhibit 3.8.1. The Schedule is subject to change upon 30 days' written notice to the Participating Contractor.

4. PARTICIPATION REQUIREMENTS

The Participating Contractor agrees to play an active role in the Program and provide high-quality building performance services to Customers. The Participating Contractor acknowledges and agrees that it participates in the Home Performance with ENERGY STAR Program at the sole discretion of BGE and the Program Implementer and is subject to removal from the Program if it fails to comply with the terms and the spirit of this Agreement.

In order to become and to remain a Participating Contractor, the Participating Contractor must (i) inform BGE and the Program Implementer whether it will participate as a Full Service Participating Contractor or a Consultant Participating Contractor (each as defined in Section 4.1 below) and (ii) comply with the following requirements.

In addition, if the Participating Contractor has participated in the Program previously or in any BGE program within the past year, the Participating Contractor shall demonstrate satisfactory past performance in BGE program(s), past compliance with Program terms and BPI standards, satisfactory and professional customer interaction, timely completion of work, and response to Customer complaints or BGE directives. Failure to promptly provide such information about past performance will compromise the Participating Contractor's eligibility.

4.1. Participating Contractor business model designation

The Participating Contractor will be designated within the Program as either Full Service ("Full Service Participating Contractor") or Consultant ("Consultant Participating Contractor"). A Consultant Participating Contractor will only provide Assessments and perform follow-up assessments ("Test-Outs") after completion of any home performance improvements by a Full Service Participating Contractor. A Full Service Participating Contractor

may provide home performance improvements as well as Assessments and Test-Outs.

- All Participating Contractors shall maintain a valid Maryland Home Improvement Contractors (“MHIC”) license.
- Submit a sample Comprehensive Home Energy Audit report to be used for reference purposes only by the Program Implementer.
- A Consultant Participating Contractor shall:
 - Not perform any home performance improvements;
 - Inform its Customers that having home performance improvements done by a company that does not maintain an MHIC license is a violation of Maryland law; and
 - Inform its Customers that no Program incentives will be paid unless home performance work is performed by a Full Service Participating Contractor within BGE’s Home Performance with ENERGY STAR Program.

4.2. Documentation requirements

The Participating Contractor shall submit the following to the Program Implementer:

- Documentation of the Participating Contractor’s business structure (i.e., sole proprietorship, corporation, LLC, LLP, General Partnership, Limited Partnership);
- Name and title of the individual executing this Agreement on behalf of the legal entity and evidence that they have the authority to bind the company or organization;
- Documentation that the Participating Contractor or a predecessor entity or management of the entity has owned, operated, or managed a licensed contracting or home improvement business for a period of not less than 3 years; or if new to the industry, the Participating Contractor will be required to provide, to the satisfaction of the Program Implementer in its sole reasonable discretion, a description of steps taken to develop the capacity to provide the Program services, including energy-efficiency tools owned, past experience related to energy-efficiency work, and the Participating Contractor’s plans for developing a business;
- Proof that it has at least one employee certified by BPI as an Envelope Professional or Building Analyst Professional (“BA-P”);
- MHIC License Number; and
- A copy of its EPA Lead-Safe Certification.

The Participating Contractor shall also:

- Ensure that aforementioned BPI certified technician(s) receive(s), at a minimum, training that is in compliance with each certification’s continuing education credits requirement.
- Be a contractor in good standing listed on the Maryland Energy Administration’s (“MEA’s”) website listing trained and certified home performance contractors.
- Comply with any applicable County or Municipal licensing requirements.
- Disclose any prior and current participation in BGE’s various demand-side management programs. The names of any owners, officers, directors, members, principals, shareholders, associates, employees, agents, and subcontractors affiliated with the Participating Contractor that have previously participated in, or are currently participating in, any of BGE’s programs, including the HVAC Efficiency Program and Income Eligible Energy Efficiency Program, must be provided to BGE. This is an ongoing requirement. As such, throughout the term of this Agreement, the Participating Contractor shall notify BGE immediately of any changes or updates to this information.

4.3. Certification requirements

In order to participate in the Program and to continue as a qualified participant, the Participating Contractor shall:

- Ensure that personnel conducting Assessments and all BPI-required test-in and test-out tasks are BPI certified, under the current adopted standards, to at least the Building Analyst or Building Analyst Technician (“BA-T”) level.
- Ensure that BPI-certified personnel with the appropriate certification(s) for the work being performed supervise all work performed under the Program, whether performed by the Participating Contractor’s own employees, or by its subcontractor(s).
- Provide the Program Implementer with the names and BPI certifications for staff assigned to each jurisdiction. This is an ongoing requirement. As such, throughout the term of this Agreement, the Participating Contractor shall notify BGE or the Program Implementer immediately of any changes or updates to this information.
- Ensure that employees receive training, at a minimum, to meet the requirements of BPI’s continuing education credits.
- Maintain good standing BPI certification throughout the term of this Agreement.
- Notify BPI and the Program Implementer immediately should the Participating Contractor be in noncompliance with any BPI certification requirements.
- Maintain effective procedures for quality control as required by BPI, for resolution of customer complaints or disputes (including complying with the requirements concerning the Participating Contractor’s Complaint Resolution Process as set forth in Section 3.1), and for response to customer emergencies. Upon request, the Participating Contractor shall make these procedures available to BGE or the Program Implementer for review and recommendations for improvement.

4.4. Insurance requirements

The Participating Contractor shall maintain insurance as follows, and provide evidence of current coverage upon request by BGE or the Program Implementer:

Insurance Description	Program Requirement
Workers’ Compensation	Statutory Workers’ Compensation in accordance with Maryland state and local requirements
Employer’s Liability	Amount not less than \$1,000,000 each occurrence or illness
Commercial General Liability	Amount not less than \$1,000,000 each occurrence
Business Automobile Liability	Amount not less than \$1,000,000 each occurrence
Excess/Umbrella	Amount not less than \$1,000,000 each occurrence OR Commercial General Liability and Business Automobile Liability in amounts not less than \$2,000,000 each occurrence
Professional Liability, Errors, and Omissions	Recommended (not required) to hold an amount not less than \$1,000,000 each occurrence

- The general, automobile, and excess/umbrella (if any) liability coverage held by the Participating Contractor shall be written on an occurrence basis and shall include as additional insureds: “Exelon Corporation, Exelon Business Services Company, LLC, Potomac Electric Power Company, ICF International, Inc., and their respective affiliates, members, officers, directors, employees, agents, representatives,

successors, and assigns” (the “BGE Insureds”). All coverage obtained and maintained by the Participating Contractor shall provide (i) that it is primary with respect to the interest of the BGE Insureds, (ii) that any other insurance maintained by or afforded to the BGE Insureds is in excess and not contributory to the Participating Contractor’s insurance policies, (iii) cross-liability coverage as provided under standard ISO Forms’ separation of insureds clause, and (iv) that the BGE Insureds shall not be liable for the payment of premiums. The Excess/Umbrella insurance will not require contribution before it will apply. Each Participating Contractor insurance policy (except for Workers’ Compensation and Professional Liability insurance) shall include a waiver of all rights of subrogation against each BGE Insured and a waiver of all rights of set-off or counterclaim, offset, or any other deduction, whether by attachment or otherwise, in respect of any liability of any BGE Insured. The Participating Contractor shall be responsible for additional costs associated with modifying inadequate coverage, terms, and conditions to meet the requirements of this Agreement.

- Neither BGE nor the Program Implementer shall be responsible for any deductibles, self-insurance retention, and/or waiting periods that may appear in the policy.
- Receipt or failure to receive or failure to request any certificate of insurance for any of the required insurance coverage and limits shall not act or be construed as an approval of the Participating Contractor’s insurance or as a release or waiver of the Participating Contractor’s obligation to provide any or all of the insurance coverage and limits required therein. Said certificate shall contain evidence that the policy or policies shall not be canceled without providing at least 30 calendar days’ prior written notice to BGE.

5. MINIMUM REQUIREMENTS FOR PARTICIPATING CONTRACTOR’S PERSONNEL

As a condition of participating in BGE’s Home Performance with ENERGY STAR Program, BGE requires that the Participating Contractor’s personnel meet certain minimum standards, as outlined below:

- The Participating Contractor shall have a background investigation conducted on all its personnel who will be assigned to perform work for the Participating Contractor for which the Participating Contractor will seek an incentive under the Program.
- The Participating Contractor shall require any subcontractors not under direct supervision of the Participating Contractor’s employees, which are performing work for Customers under the Program, to similarly conduct a background investigation on all subcontractor personnel who will be assigned to perform such work. Such background investigation shall, at a minimum, include a complete criminal history records check conducted no more than 1 year prior to assignment to the Program, which shall report all felony convictions within the previous 7 years. Such background investigation shall be conducted by a competent professional organization and shall be in compliance with the Fair Credit Reporting Act and applicable state laws.
- BGE requires that all personnel of the Participating Contractor and its subcontractors who perform work under the Program be free of drugs and the influence of alcohol. All such personnel, when reporting for duty and while on duty, must be “fit for duty,” defined as the appropriate mental and physical condition necessary to perform work in a safe, competent manner, free of the influence of drugs and alcohol. Possession of drugs, drug paraphernalia, and alcohol is prohibited on any of the premises in or adjacent to a Customer’s home.

6. PARTICIPATING CONTRACTOR STATUS AND SUSPENSION AND TERMINATION OF PARTICIPATING CONTRACTORS

BGE or the Program Implementer may suspend or terminate the Participating Contractor’s participation in the Program for any reason, including failure to maintain Program standards or to perform in accordance with this Agreement. In all cases involving the Participating Contractor’s participation status, or denial of Program incentives, BGE’s written decision is final.

Should the Participating Contractors submit fraudulent information or data to the Program, the Participating Contractor is subject to immediate termination from the Program.

The Participating Contractors shall be classified in one of the following participation status designations. Each classification shall be subject to limitations or requirements associated with that designation. BGE reserves the right to modify the definition, limitations, and requirements of these statuses. BGE retains sole discretion over determining the Participating Contractor’s progression into and through each status designation.

Provisional – All Participating Contractors will fall into this classification during their first 6 months of Program participation. Provisional Participating Contractors are entitled to all applicable Program benefits. Projects completed by Participating Contractors on Provisional status will receive enhanced quality assurance/quality control oversight. During this status, contractors applying to be Participating Contractors agree to the following:

- An Account Management and/or Quality Assurance visit on first three of six Assessments, completed within 90 days from the start of the Provisional status, where at least two of those Assessments must have a combustion-fueled heating source that requires a full BPI-compliant combustion appliance zone (CAZ) test. These Account Management/Quality Assurance visits are to be scheduled Monday through Friday between the hours of 7 a.m. and 4 p.m.
- An Account Management and/or Quality Assurance visit on first three of six Program jobs that are not Assessments, where at least two of those jobs must have a combustion-fueled heating source that requires a full BPI-compliant CAZ test. These Account Management/Quality Assurance visits are to be scheduled Monday through Friday between the hours of 7 a.m. and 4 p.m.

Full – Participating Contractors, not operating under any of the other status designations described here, that have met Program goals and provide quality services utilizing industry best practices shall have the status of full participant. Full participants are entitled to all applicable Program benefits.

Probationary – Participating Contractors who have been found to be in violation of Program or ethical standards, or who have a continuous low-quality assurance score shall be placed on Probationary status. The Probationary period will be determined in BGE’s sole discretion, but shall not be less than 30 days. During the Probationary period, Participating Contractors shall:

- Submit to the Program Implementer, in writing, an action plan designed to ensure future violations are avoided; and
- Be subjected to higher quality assurance inspection levels.

Upon review of the action plan submitted, Probationary period quality assurance results, and prior to the end of the Program’s determined Probationary period, BGE will make a determination

in its sole discretion on the Participating Contractor's participation status going forward. This determination may include continued probation, full participation status, suspension, or termination. During the Probationary period, the Participating Contractor will maintain its eligibility for Participating Contractor incentives and posting on the Program's website.

Suspended – Applies to Participating Contractors who:

- Are on Probationary status and have either been unresponsive to or failed to adequately fulfill the terms of their probation;
- Have been placed on Probationary Status twice in a 12-month period;
- As determined by BGE or the Program Implementer, have engaged in practices that have put the public or the Program at risk; or
- Have had any of the required certifications or licenses suspended due to work quality or health and safety issues.

During the period the Participating Contractor is Suspended, the Participating Contractor may, if approved by BGE, complete Customer projects already submitted to the Program; provided, however, that the Participating Contractor will forfeit any incentives for projects completed during the period the Participating Contractor is Suspended. A Participating Contractor with the status of Suspended is prohibited from representing itself as a Participating Contractor, enrolling new Customers in the Program, or receiving Participating Contractor incentives. Suspended Participating Contractors may progress to Probationary status upon satisfactory completion of the specified remedial activities, or may be terminated from Program participation as set forth below. Nothing in this progression relieves the Participating Contractor of the responsibility to fulfill any outstanding obligations to the Program, or to Customers.

Terminated – Participating Contractors may be terminated from the Program if they:

- Have been on Suspended status for more than 30 days and have been unresponsive to BGE or the Program Implementer, or have failed to adequately fulfill the terms of their suspension;
- Have had their certification terminated by BPI; or
- Commit illegal actions while performing services for the Program, provide non-authorized signatures on documents, or violate Program standards.

Participating Contractors with this designation are prohibited from participation in the Program. Customers with pending or in-process jobs will be notified of the Participating Contractor's termination and offered such remedies as BGE deems appropriate. BGE shall notify BPI and other organizations responsible for maintaining other certifications the Participating Contractor holds. Further, the officers and owners of a Terminated Participating Contractor are prohibited from being or becoming officers or owners of any other current or subsequent Program Participating Contractor. Nothing in this process relieves the Participating Contractor of the responsibility to fulfill any remaining obligations to the Program or to Customers.

7. OTHER CONDITIONS FOR HOME PERFORMANCE WITH ENERGY STAR PROGRAM

The Participating Contractor also agrees to the following:

- The Participating Contractor will perform work in a manner consistent with the Program procedures, as outlined in the Program Guidelines and Procedures Manual, and in accordance with the standards of BPI.
- The Participating Contractor will treat Customer personal data and utility usage information that may be shared with the Participating Contractor as confidential and will not disclose such Customer information to any party other than BGE and the Program Implementer, in accordance with applicable law. The requirement for confidential treatment of Customer information shall survive the termination of this Agreement.
- BGE reserves the right to make changes to the Program upon notice to the Participating Contractor. Such notification shall be by email and posting on the Program's Software.

8. INDEPENDENT CONTRACTOR STATUS

The Participating Contractor is acting as an independent contractor under this Program and is not acting as an agent of BGE or the Program Implementer.

The Participating Contractor's employees, agents, and subcontractors ("personnel") shall at all times act as independent contractors and shall not be considered employees or agents of BGE or the Program Implementer. Neither the Participating Contractor nor its personnel shall have, nor represent themselves as having, any authority to approve or accept any proposal on behalf of BGE or the Program Implementer, or make any promise, representation, contract, or other commitment binding upon BGE or the Program Implementer.

All Participating Contractor personnel shall be under the exclusive supervision, direction, and control of the Participating Contractor. The Participating Contractor shall have the right to control the details of the work performed by its personnel. The Participating Contractor shall establish all necessary rules, regulations, and procedures related to the performance of services under the Program.

The Participating Contractor shall accept full and exclusive liability for its personnel's salaries, employee benefits, allowances for vacation, sick leave, holiday pay, employee insurance and retirement benefits, all payroll taxes, workers' compensation and employer's liability insurance, and other insurance premiums measured by payroll costs, other contributions, and benefits imposed by any applicable law or regulation, plus all Participating Contractor personnel expenses incurred in conformance with standard Participating Contractor policy, including travel, accommodation, and subsistence expenses. Neither BGE nor the Program Implementer shall be responsible for Participating Contractor personnel administration matters as such relate or are applied to such personnel, including, without limitation, pay, internal discipline, equal opportunity, or discrimination claims.

Should BGE or the Program Implementer be required to pay any amount to a governmental agency for failure by the Participating Contractor (or its subcontractors) to withhold any amount from personnel pay as may be required by law, the Participating Contractor agrees to indemnify each of BGE and the Program Implementer for any amount so paid, including interest, penalties, and fines.

Neither BGE nor the Program Implementer, nor their affiliates, subsidiaries, or successors are, or shall be construed to be, an employer (common law or otherwise), co-employer, or joint employer of any Participating Contractor personnel.

9. LIMITATION OF LIABILITY AND INDEMNITY

In no event shall BGE or the Program Implementer, nor will any of their respective affiliates, members, officers, directors, employees, agents, and representatives (the "BGE Indemnities") have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party, including any Customer, relating to this Agreement or the performance of services or participation by the Participating Contractor in the Program. The Participating Contractor hereby releases and discharges the BGE Indemnities from all liability for such claims.

The Participating Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the BGE Indemnities from and against any and all losses, claims, damages, expenses (including attorneys fees and costs), and liabilities for property damage or bodily injury arising out of the performance of the services or participation by the Participating Contractor in the Program.

10. TERM AND TERMINATION

Regardless of the execution date, this Agreement will expire on December 31 of the year in which it is executed, unless otherwise extended in writing by the parties or terminated earlier by BGE for cause or convenience.

BGE may at any time terminate this Agreement as set forth in the third paragraph of this Agreement. BGE may also at any time terminate the Program in whole or, from time to time, in part for the convenience of BGE by written notice to Participating Contractor. Any such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that BGE may have against the Participating Contractor.

11. TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

- BGE reserves all ownership rights in BGE and BGE affiliate trademarks, service marks, and intellectual property. Except as expressly provided in this Agreement, BGE does not transfer or license any trademark or other intellectual property right to the Participating Contractor.
- Any use by the Participating Contractor of BGE or BGE affiliate trademarks, service marks, and intellectual property is subject to the prior written consent of BGE. Any such authorization shall be solely for the purposes contemplated by this Agreement. The Participating Contractor shall not register, apply to register, or claim any rights to any BGE or BGE affiliate trademark, service mark, or intellectual property.
- Upon expiration or termination of this Agreement, the Participating Contractor agrees to immediately cease the use of, and shall not thereafter use, BGE or BGE affiliate trademarks, service marks, and intellectual property.
- For purposes of this Agreement, BGE or BGE affiliate trademarks, service marks, and intellectual property shall include any trademarks, service marks, names, logos, and designs of BGE and its affiliates (including the Program marketing materials) that are now or hereafter owned, claimed, adopted, acquired, or used by BGE or its affiliates, whether or not federally registered.

12. GOVERNING LAW

This Agreement shall be construed by, and interpreted in accordance with, the laws of the State of Maryland without giving effect to principles of conflict of law.

13. SURVIVAL

The representations, warranties, and covenants contained and/or made in this Agreement shall survive the termination of this Agreement and the performance of the work contemplated by this Agreement.

14. ASSIGNMENT

This Agreement may not be assigned by the Participating Contractor without the express written consent of BGE.

15. SEVERABILITY

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions shall be deemed stricken and deleted hereof to the same extent and effect as if never incorporated herein, but all other provisions hereof shall continue.

16. NON-WAIVER

A failure by BGE to exercise any right hereunder, or otherwise waive or condone any delay or failure by the Participating Contractor to comply with any of the terms or conditions of this Agreement shall not constitute a continuing waiver of any such requirement or provision, or any rights of BGE hereunder.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior written and oral agreements, proposals, promises, and representation of the parties respecting the subject matter hereof. No representation or promise hereafter made, nor any modification or amendment of this Agreement, shall be binding upon either party, unless made in writing and signed by the parties hereto.

18. NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is emailed (receipt acknowledged), delivered by overnight delivery service, personally delivered or mailed, properly addressed and postpaid, to the address provided below for the Program Implementer and on the signature page hereof for the Participating Contractor, or at such other addresses as may be specified in writing.

To the Program Implementer:

BGE MD HPwES Program
c/o ICF
7125 Thomas Edison Drive, Suite 100
Columbia, MD 21046
admin.mdhp@icf.com

19. SECTION HEADINGS

The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement and do not in any way affect its provisions.

20. AGREEMENT

20.1. Participating Contractor certification

By signing this Agreement, the Participating Contractor's representative is certifying that:

- The Participating Contractor does not have any unresolved or outstanding complaints before the Maryland State Department of Labor, Licensing, and Regulation or a pattern of outstanding litigation that involves its work;
- They have the necessary legal authority to act on the Participating Contractor's behalf;
- All of the information supplied below is accurate;
- They have read, understood, and agreed on the Participating Contractor's behalf to all of the definitions, terms, and conditions that are a part of this Agreement and the referenced Program Guidelines and Procedures Manual; and
- The Participating Contractor acknowledges that failure to follow Program requirements and procedures, including submitting necessary documents, will jeopardize the Participating Contractor's ability to receive incentives under the Program.

I certify under the penalties of law that the statements made above, and in supporting documentation provided along with this Agreement, have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given. I hereby authorize any reference identified or provided to BGE by the Participating Contractor to release to BGE any information pertaining to past or present relevant work. I hereby release from all liability or damage, BGE and those persons, agencies, or organizations who may furnish such information.

Signature: _____

Date: _____

Name (please print): _____

Title: _____

Company Full Legal Name: _____

Notice Address for Participating Contractor:

[PARTICIPATING CONTRACTOR FULL LEGAL NAME]

[ATTENTION]

[NAME/TITLE]

[STREET OR OTHER CONTACT ADDRESS]

[CITY/STATE/ZIP]

[EMAIL ADDRESS]

20.2. Required documentation

Please upload the following documentation to complete application for participation:

1. IRS W-9 (tax ID number)
2. Maryland MHIC License Copy of EPA Lead-Safe Certification
3. Certificate(s) of Insurance (may also be mailed by insurance companies to the address below)
4. Copy of Diverse Supplier Certificate (if applicable)
5. Signed copy of this Agreement

Mailed copies of Certificate(s) of Insurance must be sent to the following address:

BGE MD HPwES Program
c/o ICF
7125 Thomas Edison Drive, Suite 100
Columbia, MD 21046

Emailed copies of Certificate(s) of Insurance must be sent to the following address: admin.mdhp@icf.com

Exhibit 3.8.1 Participating Contractor pricing

Effective January 1, 2026–December 31, 2026

Home Performance Assessment (Energy Audit) Fee (the "Assessment Fee")
Minimum \$400.00

The Assessment includes:

1. Blower door test
2. Mechanical ventilation testing
3. CAZ worst case depressurization test
4. Combustion efficiency and safety test
5. Zone pressure diagnostic test (if applicable)
6. Program-mandated modeling software report, including Beacon HEA Customer Report and/or Prioritized List of Measures, as applicable
7. Commitment to perform test-out if work is performed by the Participating Contractor

The Assessment Fee will be paid as follows:

- Customer co-payment paid directly to the Participating Contractor: \$100.00*
- Maximum Program incentive paid by BGE to the Participating Contractor: \$300.00

*The Participating Contractor has the option to charge the Customer more than \$100 for homes > 3,000 square feet and/or homes with multiple CAZ areas.

Appendix A

Sub-contractor partnerships

Participating Contractors must have a relationship with at least one licensed HVAC contractor in order to ensure that a whole-house improvement package is proposed to each customer, as applicable.

Please list your current HVAC contractor relationships:

1. _____
2. _____
3. _____

The Program requires Participating Contractors to work with other contractors within the Participating Contractor network to maximize the benefit to BGE's customers in implementing whole-house improvement packages. All subcontracted partnerships must be with a Participating Contractor in the Program.

In order to verify subcontractor relationships in connection to any potential customer inquiries, please list your current Program Subcontractor relationships:

1. _____
2. _____
3. _____

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EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to [BGESmartEnergy.com](https://www.BGESmartEnergy.com).