

Technical Services

Energy Solutions for Business

Date of Application _____	Expected Completion Date of Technical Services _____
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I. CUSTOMER INFORMATION

Company Name _____ Contact Person _____ Electric Acct # (required, if applicable) _____

Street Address (Facility) _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Mailing Address (if different) _____ City _____ State _____ Zip _____

II. ENGINEER INFORMATION

Company Name _____ Contact Person _____

Company Address _____

City _____ State _____ Zip _____ Telephone _____ Email _____

III. BUSINESS TYPE WHERE SERVICES ARE BEING PERFORMED

Office Retail School University Religious Facility Grocery Restaurant
 Lodging Industrial Processing Warehouse Health Facility Multifamily Other _____

IV. END USE (CHECK ALL THAT APPLY)

Lighting HVAC Motor Process Refrigeration Compressed Air
 Drives on HVAC Energy Management System Comprehensive Design Other _____

V. PROJECT SCOPE

Please review BGE's project information and deliverable requirements on the reverse side. (Attach a separate typewritten page if necessary.)

Briefly describe project _____

Proposed Engineering Cost _____ Proposed Customer Contribution _____

VI. ENGINEER ACKNOWLEDGEMENT

I certify to the Customer that I will review the measures and calculations proposed in this study. They will be in my professional opinion appropriate for the type and purpose of the facility in which they will be installed. The information contained in this study will be true, accurate and complete to the best of my knowledge.

Name (print) _____ Signature _____ Date _____

VII. CUSTOMER ACKNOWLEDGEMENT

The Customer's share of the engineering services fee shall be due and payable to the Engineer upon the conclusion of the Engineer's performance of the service. Payment shall be due whether the customer elects to pursue any of the energy savings opportunities identified. I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of this form including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Name (print) _____ Signature _____ Date _____

VIII. APPLICATION INSTRUCTIONS

At a minimum, for each energy conservation measure (ECM) proposed as part of this application, attach documentation with a brief description of:

- Existing systems and proposed changes (retrofit)
- Base case assumptions and proposed system
- Estimated study cost per task
- Estimated hours to complete each task and the staff assigned to each task
- Estimated schedule to complete each task
- Proposed methodology for analysis
- Estimated potential energy savings

After approval, Engineer will supply the Customer with the following deliverables:

- Draft report for review and comment (include estimated costs, energy and demand savings by ECM)
- Final report (both hard copy and electronic copy) upon signoff of draft report
- Electronic copies of all appendices, building simulation outputs and any additional supporting documentation
- Completed BGE Smart Energy Savers Program® application forms
- Completed MRD (Minimum Requirements Document)

IX. TERMS & CONDITIONS

- 1. Customer Eligibility:** The program is available to industrial, commercial, government and institutional electric service customers. Services must be performed in the BGE service territory.
- 2. Rebates:** Subject to these Terms & Conditions, eligible Customers may qualify for rebates from BGE for the installation of those electric conservation measures (ECMs) described within the Technical Service request that are approved by BGE.
- 3. Program Changes, Suspension and Cancellation:** The program and these Terms & Conditions may be changed by BGE at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by BGE. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after BGE has signed a copy of the application and granted pre-approval.
- 4. Customer Application and Analysis:** BGE reserves the right to reject or modify any calculations, based on BGE's own analysis.
- 5. Authorization:** BGE is not bound to pay any potential engineering costs unless BGE pre-approves the request for technical services.
- 6. Limited Scope of Review:** Review of the design and installation of the ECMs is limited solely to determining whether program conditions have been met and shall not constitute an assumption by BGE of any liability with respect to the ECMs.
- 7. Vendor Selection:** BGE has the right not to allow a vendor or contractor to participate in this program.
- 8. Review of Specifications, Submittals and Drawings:** The Customer will provide BGE with a copy of the specifications for the construction of the facility that will be provided to its construction contractors. Such specifications must include the ECMs. BGE may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by BGE, provide a copy of the as-built drawings and equipment submittals for the facility. BGE may refuse to pay rebates if the final submittals and drawings do not adequately reflect the installation of the ECMs consistent with the original design intent as identified on the Customer application and worksheets.
- 9. Limitation of Liability:** BGE's liability under this agreement will be limited to paying the incentive specified in this agreement. Neither BGE nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 10. No Warranties:** BGE does not endorse, guarantee or warrant any particular manufacturer or product, and BGE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither BGE nor any of its consultants are responsible for assuring that the design, engineering and construction of the facility or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes or industry standards. BGE makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 11. Obligations of the Parties:** Customer acknowledges that Engineer is not an agent, contractor or subcontractor of BGE, and is an independent contractor engaged by the Customer, and that BGE does not manage or control the Engineer's performance. BGE shall have no liability for Engineer's failure or delay to perform, or for failure of the ECMs to function, or for any personal injury (including death) or property damage caused by Engineer or the ECMs, and Customer agrees to waive and release all claims related to the foregoing against BGE and its affiliates. BGE shall have no obligation to perform any of the Engineer's work or to maintain, remove, repair or replace the ECMs.
- 12. Compliance with Laws:** The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of ECMs, including, but not limited to, M.G.L. c 143, § 3L.
- 13. Miscellaneous:** These Terms & Conditions and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms & Conditions. If any provision of the Terms & Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provisions, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.

For more information about the program, go to BGESmartEnergy.com or call 410.290.1202.

Please submit for review via one of the following: Email Business@BGESmartEnergy.com or mail to: BGE Smart Energy Savers Program®, c/o ICF 980 Beaver Creek Drive, Martinsville, VA 24112.

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.