RETROFIT OR NEW CONSTRUCTION

2014 Engineering Services

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.

Indicate Program Administrator for Application: ☐ Cape Light Compact ☐ National Grid ☐ NSTAR ☐ Unitil ☐ Western Massachusetts Electric Company ☐ Berkshire Gas Company ☐ Columbia Gas of Massachusetts ☐ Liberty Utilities

CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME	CONTACT PERSON		APPLICATION DATE
INSTALL SITE	PHONE	FAX NUMBER	
EMAIL ADDRESS		SQUARE FEET (COVERED BY THIS APPLICATION)	
STREET ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
ELECTRIC COMPANY NAME Western Massachusetts Electric		ELECTRIC ACCOUNT NUMBER	
GAS COMPANY NAME Unitil		GAS ACCOUNT NUMBER	

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

☐ ASSEMBLY	☐ FAST FOOD	☐ HOTEL	☐ MULTI STORY RETAIL	☐ RELIGIOUS	☐ SMALL RETAIL
☐ AUTOMOTIVE	☐ FULL SERVICE RESTAURANT	☐ LARGE REFRIGERATED SPACE	☐ MULTIFAMILY HIGH-RISE	☐ K-12 SCHOOL	☐ UNIVERSITY
☐ BIG BOX	☐ GROCERY	☐ LARGE OFFICE	☐ MULTIFAMILY LOW-RISE	☐ SMALL OFFICE	☐ WAREHOUSE
☐ COMMUNITY COLLEGE	☐ HEAVY INDUSTRIAL	☐ LIGHT INDUSTRIAL	☐ OTHER:		
☐ DORMITORY	☐ HOSPITAL	☐ MOTEL			

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

CHECK PAYABLE TO: ☐ CUSTOMER — TAXPAYER ID (REQUIRED) ☐ ENGINEER — TAXPAYER ID (ONLY REQUIRED IF ENGINEER IS RECEIVING INCENTIVE)

CUSTOMER COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT

ENGINEERING COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT

ENGINEER INFORMATION

ENGINEERING FIRM	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		

PROGRAM

☐ NEW CONSTRUCTION ☐ RETROFIT ☐ SMALL BUSINESS

END USE (check all that apply)

☐ LIGHTING	☐ HVAC	☐ MOTOR	☐ PROCESS	☐ REFRIGERATION	☐ COMPRESSED AIR
☐ VARIABLE SPEED DRIVES	☐ ENERGY MANAGEMENT SYSTEM		☐ OTHER:		

PROJECT INFORMATION

BRIEFLY DESCRIBE PROJECT:

Engineering Services Project Information and Deliverables

Detailed proposal must include a brief description of the following for each Energy Efficiency Measure (EEM):

- Existing Systems and proposed changes (retrofit)
- Base case / code assumptions and proposed system (New Construction)
- 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 Program Administrator (PA) with the following deliverables:

- Draft report for review & comment (include estimated costs, energy and demand savings by EEM)
- Final report (both hard copy and electronic copy) upon sign off of Draft Report
- Electronic copies of all appendices, building simulation outputs and any additional supporting documentation
- Completed Energy Efficiency Program application forms
- Completed MRD (Minimum Requirements Document)

TERMS AND CONDITIONS

1. Customer Eligibility
The Program is available to all non-residential customers in the service territory of either Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or National Grid, or Liberty Utilities, or NSTAR Electric & Gas Corporation, or Unitil, or Western Massachusetts Electric Company, ("the PA") that contribute to the energy conservation fund.

2. Incentives
Subject to these Terms and Conditions (T&Cs), eligible Customers may qualify for incentives from the PA for the installation of those conservation measures ("EEMs") described within this Engineering Service Request that are approved by the PA.

3. Program Changes, Suspension & Cancellation.
The Program and these T&Cs may be changed by the PA at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by the PA. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after the PA has signed a copy of the application and granted pre-approval.

4. Customer Application and Analysis.
The PA reserves the right to reject or modify any calculations, based on the PA's own analysis.

5. Pre-Approval and Pre-Installation
The PA is not bound to pay any potential incentives unless the PA pre-approves the EEMs proposed by the Customer and completes a satisfactory pre-installation survey of the Customer's facilities.

6. Authorization
The PA will have no obligation to pay incentives for any EEMs installed prior to the issuance of the PA's written authorization.

7. Limited Scope of Review
Review of the design and installation of the EEMs is limited solely to determining whether program conditions have been met and shall not constitute an assumption by the PA of any liability with respect to the EEMs.

8. Vendor Selection
The PA has the right not to allow a vendor or contractor to participate in this program.

9. Removal of Equipment
The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations. The Customer agrees not to install any of this equipment in the service territory of the PA or its affiliates.

10. Review of Specifications, Submittals and Drawings
The Customer will provide the PA 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 EEMs. The PA may refuse to pay incentives if the specifications do not adequately provide for installation of the EEMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility. The PA may refuse to pay incentives if the final submittals and drawingsdo not adequately reflect the installation of the EEMs consistent with the original design intent as identified on the Customer application and worksheets.

11. Limitation of Liability
The PA's liability under this agreement will be limited to paying the incentive specified in this agreement. Neither the PA 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.

12. No Warranties
The PA does not endorse, guarantee, or warrant any particular manufacturer or product, and the PA 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 the PA nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the EEMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The PA makes no representations or warranties of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures.

13. Obligations of the Parties
Customer acknowledges that Vendor is not an agent, contractor or subcontractor of the PA, and is an independent contractor engaged by the Customer, and that the PA does not manage or control the Vendor's performance. The PA shall have no liability for Vendor's failure or delay to perform, or for failure of the EEMs to function, or for any personal injury (including death) or property damage caused by Vendor or the EEMs, and Customer agrees to waive and release all claims related to the foregoing against the PA and its affiliates. The PA shall have no obligation to perform any of the Vendor's work or to maintain, remove, repair or replace the EEMs.

14. Compliance with Laws
The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of EEMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of EEMs, including, but not limited to, M.G.L.c. 143, § 3L.

TERMS AND CONDITIONS (continued)

15. Miscellaneous
These Terms and 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 and Conditions. If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.

16. Energy Benefits
The PA is entitled to 100% of the energy benefits associated with the EEMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the PA with such further documentation as the PA may request to confirm the PA's ownership of such benefits and Products.

Engineer Acknowledgement

PROPOSED ENGINEERING COST: _____

I certify to the company 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)	ENGINEER SIGNATURE	DATE

Customer Acknowledgement (pre-approval)

PROPOSED CUSTOMER CONTRIBUTION: _____

The customers 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)	CUSTOMER SIGNATURE	DATE

Table 1: Proposed Engineering Study - EEM summary

EEM #	EEM NAME	(A)	(B)	(C)	(D)	(E)	(F)	(G)
		Analyst	Engineer	Sr. Engineer	Total EEM Study Cost	Estimated Annual Savings kWh	Estimated Annual Savings Therms	Typical Simple Payback Years
		Hourly Rate						
A. Energy Efficiency Measures		# of Hours (A)	# of Hours (B)	# of Hours (C)				
Example	*Reduce minimum air changes per hour*	*2.0*	*10.0*	*15.0*	*$2,425*	*100,000*	*5,000*	*2.0*
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
	Subtotal: EEMs							
B. Additional Itemized Expenses: *Report Preparation, Site Visits, Meetings*								
Example	*Miscellaneous*						*$1,000*	
1								
2								
3								
4								
5								
	Subtotal: Additional Itemized Expenses							
	GRAND TOTAL PROPOSAL							

NOTE: This an example format for the information required with a comprehensive study proposal. For columns (A) (B) and (C) input the title and hourly rate of each team member and the number of hours per task below. Column (D) is the total cost to study each EEM. Estimated annual savings (E) and (F) should be order of magnitude (ex 10,000 kWh / 50,000 kWh / 100,000 kWh / 500,000 kWh etc.) and paybacks (G) based on typical costs. No detailed calculations are required for the initial proposal. If applicable, building modeling should be listed first with no associated savings.