

# 2023 Participating Contractor Agreement

## Home Performance with ENERGY STAR® (HPwES)

Baltimore Gas and Electric Company's (BGE) Smart Energy Savers Program® is a portfolio of programs promoting energy efficiency and conservation, including rebates, education and services. The BGE residential Home Performance with ENERGY STAR Program (the Program) offers financial incentives to participating contractors for the completion of comprehensive home energy audits and to participating homeowners for the installation of qualifying energy-efficient equipment and improvements in eligible residences.

The Program is designed to improve the energy performance, durability, comfort, health and safety of existing residential housing in BGE's service territory. BGE has selected ICF (Implementer) to implement the Program on behalf of BGE. The objectives of the Program are to enhance the delivery of building performance services that use state-of-the-art diagnostic tools and the principles of building science to reduce energy consumption cost-effectively and safely, while simultaneously addressing building durability issues.

In partnership with the national Home Performance with ENERGY STAR Program sponsored by the U.S. Department of Energy (DOE), BGE is offering homeowners a comprehensive assistance package designed to increase awareness of and demand for building performance contracting, while simultaneously building an infrastructure of trained and certified contractors, home energy raters and consultants to deliver these services.

This Participating Contractor Agreement (Agreement) is between the contractor submitting this Agreement (Participating Contractor) and BGE (Sponsor). This Agreement sets out the terms and conditions under which Participating Contractors shall participate in the Program. Under this Agreement, Participating Contractors contract with property owners to provide building performance consulting and/or installation services that are in compliance with Program requirements and standards. The Program, in return, agrees to provide technical and marketing support for Participating Contractors.

This Agreement is completely voluntary and can be terminated at any time for any reason by either the Sponsor or the Participating Contractor, with prior written notice from the terminating party to the other party. In the event of termination of the Agreement for noncompliance, the Participating Contractor will be notified of such termination in writing and will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying equipment or improvements that have previously been installed by the Participating Contractor.

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

### **BGE agrees to offer the following:**

- Training sessions for Participating Contractors on Program procedures, requirements and qualifying equipment specifications.
- Rebates, available to eligible customers, as filed with the Maryland Public Service Commission (and as funds are available), and as outlined in the Contractor Guidebook.
- Post-installation verification of Participating Contractors' work, when deemed necessary.
- Inclusion of Participating Contractors' names, addresses and contact information in an online list of Participating Contractors, accessible to customers, once Participating Contractors have met the following requirements: (1) execution of this Agreement and (2) submission of required documentation of license and insurance.
- Field mentoring and technical assistance to help Participating Contractors succeed in the Program by delivering high-quality home performance services.
- Account management assistance in obtaining and using the diagnostic equipment and software required to conduct and report on completion of comprehensive home energy audits and home improvements.
- Project-based incentive payments for completing and reporting comprehensive home energy audits and the installation of program-approved Direct-Install Measures.

### **Audit-Only Participating Contractor agrees to perform the following:**

- Follow all directives as outlined in this Agreement.
- Submit a sample comprehensive home energy audit report to be used for reference purposes only by the Implementer.
- Hold and maintain required Building Performance Institute (BPI) certifications (Building Analyst/Building Analyst Technician [BA-T] and Envelope Professional/Building Analyst Professional [BA-P]) while a participant in the BGE Smart Energy Savers Program. In order to comply with this certification requirement, all Contractor staff performing audits on behalf of the Participating Contractor must hold and maintain, at a minimum, BPI Building Analyst/BA-T or Energy Auditor certification. In addition, at least one primary staff member of the company must hold and maintain BPI Building Analyst/BA-T or Energy Auditor certification, as well as Envelope Professional/BA-P certification. A primary staff member is defined as any full-service employee of the company who receives benefits and is taxed through the company. A 1099 Contractor would not be considered a primary staff member eligible to hold the required BPI certifications on behalf of the Participating Contractor.
- Hold and maintain Maryland Home Improvement Contractor (MHIC) License and insurance coverage while a participant in the BGE Smart Energy Savers Program.

- Participating Contractor must ensure that aforementioned certified technicians receive, at a minimum, training that is in compliance with each certification's requirement for continuing education credits.
- Participating Contractor must complete and return/submit the Home Performance with ENERGY STAR Audit Incentive Application within thirty (30) days from the date of completing the home energy audit with the necessary documentation as defined in the online Home Performance with ENERGY STAR Audit Incentive Application.
- Participating Contractor may not use BGE Home Performance with ENERGY STAR in promotions or advertising (including BGE logo usage) without the express written consent of BGE.
- Participating Contractor is prohibited from offering or identifying ancillary services as part of the BGE Home Performance with ENERGY STAR Program without the express written consent of BGE.
- Participating Contractor is eligible to use the BGE Participating Contractor Logo on its website and marketing materials after signing the Logo Use Guideline Agreement.
- The specific roles, responsibilities, requirements, policies and guidelines of the Program are set forth in the Program Guidebook, which is incorporated in the Participation Agreement by reference, as is fully set forth. Participating Contractor acknowledges receipt of the Program Guidebook and agrees to comply with all of its terms and conditions.
- Participating Contractor shall conduct background investigations on all employees who are assigned to perform work for the Participating Contractor's company for which the customer will seek a rebate under the Program. Such background investigation shall, at a minimum, include a complete criminal history records check conducted no more than one (1) year prior to assignment to the Program, which shall report all felony convictions within the previous seven (7) years. Such background investigations shall be conducted by a competent professional organization and shall be in compliance with the Fair Credit Reporting Act and applicable state laws. Background investigations shall be submitted to the Program within one (1) week of any request for documentation.
- Participating Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, or the Participating Contractor's role in the Program or relationship with the Implementer or the Sponsor.
- Participating Contractor shall not communicate with the media about the Program without written authorization and coordination with BGE.
- Participating Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Sponsor.
- Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
- Participating Contractor must possess the required diagnostic equipment, which should be in good working order, follow manufacturers' recommended intervals for calibration and have the ability to deploy the equipment at each participating business location prior to commencing comprehensive energy audits and installing measures under the Program.
- While performing comprehensive home energy audits, Participating Contractor must comply with all applicable BPI certification standards governing home performance audits, diagnostics and treatments described in the Home Performance with ENERGY STAR Program Guidebook.
- During the audit process, any health and safety issues that are identified, including but not limited to carbon monoxide, asbestos, mold and lead, will need to be rectified prior to any work being completed in the home. 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.
- Participating Contractor must agree to use Program-approved software for building analysis and estimation of energy savings.
- To comply with the national Home Performance with ENERGY STAR Program's core requirement to educate homeowners on their energy usage, during a comprehensive home energy audit, the Participating Contractor must provide the homeowner with a detailed 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. (It is not a requirement of the Program, however, that customers implement the full package of recommendations in order to participate. Customers may elect to implement only a portion of a recommended package and claim incentives for any eligible measures installed.)
- The Participating Contractor must provide all Program customers with required customer information materials associated with the Program, such as the "What to Expect" flyer and the Program Audit Terms and Conditions for participation in BGE's Home Performance with ENERGY STAR Program.
- Participating Contractor is required to inform customers of and offer Program-approved Direct-Install Measures at no additional cost through the BGE Home Performance with ENERGY STAR Program. Upon the customer's selection of Program-approved Direct-Install Measures, Participating Contractor is required to install measures in the home in order to ensure proper savings estimates. Participating Contractor must verify any customer-declined Direct-Install Measures with customer acknowledgment (initials and/or signature, as applicable) on the Program Audit Terms and Conditions form. Misrepresentation of the installed equipment, including but not limited to the quantity or type of Direct-Install Measure(s), will not be tolerated. Participating Contractors found in violation of this or any of the terms of the Agreement and/or Policies and Procedures will be subject to removal from or restricted participation in the Program.
- Participating Contractor is required to provide customer information on other residential offers available from the BGE Smart Energy Savers Program, including HVAC replacements, appliance rebates and refrigerator/freezer recycling.
- Participating Contractors who do not perform at least twenty (20) Home Performance with ENERGY STAR audits each year (10 per six months) as a participant will be subject to review on a biannual basis, submission of an updated business plan to the Program as outlined in the Contractor Guidebook and possible removal from the Program. Business plan content will include any current and future business model details, marketing plan and implementation schedule, lead generation and follow-up plan, and details regarding how your company plans to meet the production requirements of the Program Audit and/or Job completions as set forth in this Agreement.
- Follow the Public Service Commission mandated home performance audit price of \$100 for homes up to 3,000 square feet with a single combustion appliance zone. Promotional pricing of the home performance audit at more or less than \$100, or offering the home performance audit at no charge, is not permitted. Audits of larger homes or homes with multiple combustion appliance zones may cost more, with pricing determined by the Participating Contractor.
- Use the Home Performance with ENERGY STAR marketing graphic to promote a comprehensive, whole-house process for improving the energy efficiency of homes to prevent pollution, protect the environment and save money on energy bills.
- Follow the identity guidelines for using the Home Performance with ENERGY STAR mark (available at [www.energystar.gov/marks](http://www.energystar.gov/marks)) and ensure that authorized representatives, such as advertising agencies, also follow them.

**Participating Contractor doing Audits and Jobs Combined agrees to follow all guidelines outlined by the Audit-Only Participating Contractor Agreement (above), with the exception of Audit-Only production requirements, in addition to performing the following:**

- For all installations, accurately document all measure and equipment details, including itemized pricing, as required on BGE's Home Performance with ENERGY STAR Job Incentive Online Application.
- Install equipment meeting or exceeding specifications and/or eligible installations as listed on the Home Performance with ENERGY STAR Post-Installation Inspection (Test-Out) Form. Misrepresentation of the installed equipment or improvements will not be tolerated. Participating Contractors found in violation of this or any of the terms of the Agreement and/or Policies and Procedures will be subject to removal from or restricted participation in the Program.
- Hold and maintain the EPA Lead-Safe Certification in addition to ensuring that certified technicians receive, at a minimum, training that is in compliance with any requirements for continuing education credits.
- Participating Contractor must complete and return/submit the Home Performance with ENERGY STAR Job Incentive Application online within thirty (30) days from the date of completing the improvements with the necessary documentation as defined in the Home Performance with ENERGY STAR Job Incentive Online Application.
- Install all qualifying improvements for which incentives are provided in a professional manner, consistent with industry standards, and in conformance with all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements.
- 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 customer's rebate application to be considered complete.
- Participating Contractor's contracts with customers must provide the customer with a warranty for defects in workmanship for a period of at least twelve (12) months after installation is completed for all labor and materials furnished or performed. The warranty period shall commence at the time of final acceptance by the customer and is indicated by the date of customer's signature on the Home Performance with ENERGY STAR Post-Installation Inspection (Test-Out) Form. During this period, Participating Contractor shall provide replacement materials and the necessary labor (at no additional cost to BGE or the customer) to replace the defective materials and repair incorrectly operating equipment.
- Maintain accurate business records relating to the installation of qualifying improvements according to customary industry practice for at least one (1) year following installation. Business records must be made available to BGE for verification, if requested.
- Participating Contractor takes full responsibility for the work of any and all subcontractors and will warranty defects in workmanship for a period of at least twelve (12) months after installation is completed for all labor and materials furnished or performed. The warranty period shall commence at the time of final acceptance by the customer and is indicated by the date of the customer's signature on the Home Performance with ENERGY STAR Post-Installation Inspection (Test-Out) Form. During this period, Participating Contractor shall provide replacement materials and the necessary labor (at no additional cost to BGE or the customer) to replace the defective materials and repair incorrectly operating equipment.
- 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 Auditing and/or Job Project 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. \_\_\_\_\_

- While performing any activities connected to the Program (such as installation of measures or post-installation diagnostic tests and inspections), Participating Contractor must comply with all applicable BPI certification standards governing home performance audits, diagnostics and treatments described in the Home Performance with ENERGY STAR Program Guidebook.
- Participating Contractors who do not perform at least twenty (20) Home Performance with ENERGY STAR qualifying audits and ten (10) Home Performance with ENERGY STAR qualifying jobs each year (10 audits and 5 jobs per six months) as a participant will be subject to review on a biannual basis, submission of an updated business plan to the Program as outlined in the Contractor Guidebook and possible removal from the Program.
- Participating Contractor must agree to allow BGE, the Program Implementer or its designee to conduct random field inspections of work that has been performed. Participating Contractor, upon request from BGE or its Program Implementer, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program or BPI standards.

**Jobs-Only Participating Contractor agrees to follow all guidelines outlined by the Audit-Only Participating Contractor and Audit and Jobs Combined agreements (above), with the exception of production requirements, in addition to performing the following:**

- Participating Contractors who do not perform at least twenty (20) Home Performance with ENERGY STAR qualifying jobs each year (10 jobs per six months) as a participant will be subject to review on a biannual basis, submission of an updated business plan to the Program as outlined in the Contractor Guidebook and possible removal from the Program.
- Jobs-Only Participating Contractors will be eligible to submit completed Home Performance with ENERGY STAR Audits to the Program for contractor incentive payments but will not be held to minimum audit production requirements during the Program’s biannual production review.

**Qualifying Equipment**

Equipment eligible for incentives must meet the following requirements:

- Be new and of good quality, free from damage or defect.
- Be installed as a replacement unit or as part of a remodel in a residential property.

**Participating Contractor Pricing**

Note that although the Home Performance with ENERGY STAR Program has been approved by the Maryland Public Service Commission (PSC) for 2021–2023, such approval is subject to the outcome of PSC-directed work groups and potential subsequent future orders from the PSC. BGE and ICF therefore reserve the right to modify this Agreement as a result of such parties’ actions.

**Home Performance Assessment (Energy Audit) Fee**

Home Performance Assessment at a minimum 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 auditing contractor

The Home Performance Assessment Fee will be paid as follows:

- Homeowner co-payment directly to Participating Contractor: \$100\*
- Maximum amount of Program incentive to Contractor: \$300

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

2023 Direct-Install Measure Installation Fees (covers time and materials)				
Direct-Install Measure	Measure Cost	Install Fee	Total Fee Paid	Max Installed
<b>Light-Emitting Diodes (LEDs)</b>				
9W LED	\$1.01	\$2.00	\$3.01/bulb	Up to 14 total
11W LED	\$1.45	\$2.00	\$3.45/bulb	
15W LED	\$2.16	\$2.00	\$4.16/bulb	
11W BR30 Flood	\$1.35	\$2.00	\$3.35/bulb	
17W R40 Flood LED	\$3.22	\$2.00	\$5.22/bulb	
6W Globe	\$1.49	\$2.00	\$3.49/bulb	
5W Candelabra	\$1.40	\$2.00	\$3.40/bulb	
4/8/14W 3-way LED	\$2.81	\$2.00	\$4.81/bulb	

<b>Optional Light-Emitting Diodes (LEDs)</b>				
7W MR16	\$1.61	\$2.00	\$3.61/bulb	Up to 14 total
11W PAR30	\$2.28	\$2.00	\$4.28/bulb	
15W PAR38	\$2.85	\$2.00	\$5.51/bulb	
<b>Domestic Hot Water (DHW)</b>				
Pipe Insulation (Avg 9 ft.)	\$15.10	\$15.00	\$17.10/system	One (1) per system
<b>Water Conservation</b>				
1.5 GPM Showerhead–Chrome	\$16.51	\$15.00	\$18.51/each	Up to 2 total
1.75 GPM Showerhead–Chrome	\$16.51	\$15.00	\$18.51/each	
1.5 GPM Handheld Showerhead–Chrome	\$22.30	\$15.00	\$24.30/each	
ShowerStart™ Showerhead Adapter	\$25.95	\$10.00	\$27.95/each	One (1) unit
Kitchen Faucet Aerator	\$2.60	\$4.00	\$4.60/each	Up to 2 total
Bath Faucet Aerator	\$2.60	\$4.00	\$4.60/each	
<b>Plug Load Control</b>				
Smart Strip	\$28.67	\$13.00	\$30.67/each	One (1) unit

Customer acknowledgment (initials and/or signature, as applicable) is required for verification on Audit Home Performance with ENERGY STAR Terms and Conditions form in order to qualify for contractor incentive payment.

#### **Program Acceptance**

Participation in BGE's 2023 Home Performance with ENERGY STAR Program is contingent upon the Implementer's review and acceptance of a completed online application, this signed Agreement form, a written business plan and successful completion of an introductory period as detailed below, as applicable.

#### **Business Plan**

A written business plan is required for any new contractor or existing Participating Contractor not in good standing with the Program.

- An outline as to how the Home Performance with ENERGY STAR Program fits into your current business model.
- Details regarding how your company plans to meet the production requirements of the Program Audit and/or Job completions as set forth in this Agreement.
- Projection of the number of completions (Audits and/or Jobs, as applicable) and how you plan to reach those goals.

#### **Introductory Period**

All new contractors will be subject to an introductory period before full acceptance into the Program. During this period, applying contractors agree to the following:

- Account management and/or quality assurance visit on three of the first six (3 of 6) audits and jobs submitted to the Program, with at least two (2) of each project type completed in a home with combustion appliances.
- Quality assurance visits during the introductory period will be scheduled and conducted during standard business hours.
- Full acceptance into the Program will be contingent upon both the quality assurance pass rate of the projects, as well as the Implementer's recommendation for full participation. Account management staff will notify contractor of any applicable status change as outlined in the Contractor Guidebook.
- If the applying contractor is not fully accepted to the Program after the introductory period, the Contractor Participation Agreement will be terminated and the contractor may not submit an application to the Program for reconsideration for six (6) months.

Upon review of all documentation, the Implementer reserves the right to deny participation to any Contractor at the time of application for any reason.

## Confidentiality Agreement

All information, including invoicing data to BGE, will be kept confidential within the BGE Smart Energy Savers Program and will only be used in aggregate form, as required, by the Maryland Public Service Commission.

## Limitation of Liability

IN NO EVENT SHALL BGE BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Indemnification

To the fullest extent permitted by law, Participating Contractor shall, at its own cost, defend, indemnify and hold harmless BGE, including its officers, directors, employees, agents, assignees and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from, arising out of, or in any way directly connected with this Agreement or work performed by Participating Contractor.

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

- 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 his or her work.
- Participating Contractor's representative has the necessary legal authority to act on Participating Contractor's behalf. All of the information supplied is accurate.
- Participating Contractor has read, understood and agreed to all of the definitions, terms and conditions that are a part of this Agreement and the referenced Program Guidebook.

### I. Audit-Only Agreement

By signing below, you are agreeing that:

1. The information supplied on your application to the Program is true, correct and complete.
2. You have read, understand and agree to abide by the Program participation requirements and Terms and Conditions set forth in this Agreement and in the Program Guidebook.

#### I agree:

Contractor Signature:

Date:

### II. Audit and Jobs Combined Agreement

By signing below, you are agreeing that:

1. The information supplied on your application to the Program is true, correct and complete.
2. You have read, understand and agree to abide by the Program participation requirements and Terms and Conditions set forth in this Agreement and in the Program Guidebook.

#### I agree:

Contractor Signature:

Date:

### III. Jobs-Only Agreement

By signing below, you are agreeing that:

1. The information supplied on your application to the Program is true, correct and complete.
2. You have read, understand and agree to abide by the Program participation requirements and Terms and Conditions set forth in this Agreement and in the Program Guidebook.

#### I agree:

Contractor Signature:

Date:

 Printed on recycled paper using environmentally friendly inks.

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](http://BGESmartEnergy.com).

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