



This Retro-Commissioning Program Application is to be used for projects completed within 2017 (Jan. 1, 2017 - Dec. 31, 2017).

Program Overview

The Retro-Commissioning (RCx) Program is a “service-incentive” program. This means the retro-commissioning service is an incentive to the customer and is fully funded by DTE Energy’s Energy Efficiency Program for Business for sites which DTE approves to participate. The RCx Program is available to qualified commercial and/or industrial business customers of DTE Energy. Customers that are billed on non-residential rates are classified as business customers. This Program is not available to DTE Energy business customers and/or sites that are participating in a self-directed option for the current Program year. The goal of this program is to help customers identify and implement opportunities that have a simple payback of 18 months or less to improve the efficiency of major energy-using systems and reduce energy costs without adversely affecting facility or system operations. Qualified measures must be installed at facilities served by DTE Energy and projects must result in a measurable improvement in energy efficiency. For each site, there must be at least one meter that is on an eligible rate schedule. The maximum incentive payment from the RCx Program is \$200,000 per customer per year.

RCx Program Qualifications

Your Facility is:

- $\geq 75,000$ square feet
- ≥ 300 kW peak demand
- Willing and able to spend a minimum of \$5,000 if assessment cost (fully funded by DTE Energy) is \leq \$20,000
- Willing and able to spend a minimum of \$15,000 if assessment cost (fully funded by DTE Energy) is $>$ \$20,000
- Willing and able to spend a minimum of \$25,000 if assessment cost (fully funded by DTE Energy) is $>$ \$40,000

If you have questions about other projects and the appropriate Application to submit, contact DTE at 866.796.0512 (press option 3) or email DTE at saveenergy@dteenergy.com

Fax or email completed forms to:

Fax: 630.485.6933

Email: DTERCx@nexant.com

Customer's Federal Tax Classification:

- Individual/Sole Proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/Estate
 Limited Liability Company - Enter The Tax Classification (C=C Corporation, S=S Corporation, P=Partnership) _____
 Other _____
 Tax Exempt
 Exemption From Facta Reporting Code (If Any) _____

Program Agreement

DTE Electric Company and DTE Gas Company (collectively, Utility) makes available a Retro-Commissioning Program (Program) that offers incentives to eligible Utility customers who agree to implement recommended electric and/or natural gas Retro-Commissioning measures (RCMs) at the customer facility listed above (Facility). This Retro-Commissioning Application and Agreement (Agreement) by and between Nexant, Inc. (Nexant or Program Administrator) and customer (Customer), whose signature is below, sets out the terms governing Customer's participation in the Program. The Agreement must be signed by Customer and returned to Nexant, Inc. within 45 days of signing to be considered for the Program.

The parties agree as follows:

Definitions.

The following terms used in this Agreement are defined as follows:

1. "Customer Selection Form" or "CSF" is the document maintained by the Study Provider which summarizes the Recommended RCMs, Recommended RCM Costs and the RCM Bundle to be implemented. The CSF shall be signed by the customer and returned to Program Administrator within 14 days from the date of the CSF being delivered to the customer.
2. "Measurement and Verification (M&V)" means the process of monitoring, measuring and /or verifying data related to equipment operation and electrical and natural gas energy consumption. M&V may be performed with either temporarily or permanently installed data logging equipment. M&V results are subject to Program Administrator approval.
3. "Minimum Customer Implementation Commitment" is the minimum amount Customer agrees to spend on the implementation of mutually agreed upon retro-commissioning measures ("RCMs") at the Customer's Facility as consideration for participation in the Program and the Retro-Commissioning study service incentive. The Minimum Customer Implementation Commitment is \$5,000 for an assessment costing ≤ \$20,000. The Minimum Customer Implementation Commitment is \$15,000 for an assessment costing > \$20,000. The Minimum Customer Implementation Commitment is \$25,000 for an assessment costing > \$40,000. Customer is only required to implement Recommended RCMs with a combined simple payback of 1.5 years or less based upon electrical savings.
4. "Recommended RCMs" are the individual RCMs that have been identified in the retro-commissioning study and are recommended for implementation at the Customer's Facility.
5. "RCM Bundle" is the selection of Recommended RCMs chosen by Customer for implementation and documented in the Customer Selection Form.
6. "Recommended RCM Costs" are estimated market costs (net of any discounts, rebates, incentives, or other consideration that reduces costs) for Customer to purchase and implement RCMs at Customer's Facility. The RCM Costs will be stipulated in the Customer Selection Form.
7. "Required Implementation Date" is the date by which the Customer must complete the Minimum Customer Implementation Commitment and is defined as 60 days from the delivery date of the Customer Selection Form to the Customer.
8. "Retro-Commissioning Study" or "Study" is a systematic evaluation of a customer's facility completed by a Program-approved Study Provider to assist customers in identifying opportunities to improve the efficiency of major energy-using systems and reduce energy costs without adversely affecting facility or system operations. The Study includes investigating, identifying and recommending RCMs at the Customer's facility. Customer understands that in order to receive the Incentive (defined below), the Study must be completed by a Program-approved Study Provider.
9. "Study Provider" (SP) is a Program-approved company contracted by the Program Administrator to perform the Study. SPs and any of their employees are independent contractors and are not employees of Utility or Program Administrator.
10. "Study Cost" is the time and material costs for the SP to complete the Study at the Facility. Study Cost will not exceed \$80,000.

Program administrator.

Utility has contracted with and authorized Nexant, Inc. to administer the Program including, but not limited to, such activities as: review, processing, and approval of customer applications; inspections of customer facilities, obtaining project information from customers; contracting with Study Providers to complete the retro-commissioning studies; measurement and verification activities; and issuing incentive payments to Study Providers.

Customer eligibility.

Customer represents and warrants that it is an existing delivery services customer of Utility at the Facility. The parties agree that Customer may take natural gas from a company other than Utility as long as Customer is obtaining delivery of electric service from Utility.

Service incentive.

Customers who complete the Minimum Customer Implementation Commitment according to Program requirements qualify to receive the Study at no cost (Incentive). Customer understands that in order to receive the Incentive, the Study must be completed by an SP.

The SP will provide Customer with a CSF identifying the RCMs available for implementation at the Facility. If the SP is not able to identify a sufficient number of RCMs to satisfy the Minimum Customer Implementation Commitment, the Program Administrator may reduce or waive the Minimum Customer Implementation Commitment.

Project inspections.

To confirm eligibility and support identification, implementation of RCMs, and M&V, Customer shall provide the Program Administrator and SP:

1. All requested Customer information including, but not limited to, account information, energy usage data, relevant building systems documentation, contact information for Customer's existing service contractors whose knowledge or activities could support implementation, and other relevant information for the completion of services under this Agreement.
2. Assistance with the reporting and collection of information pertaining to the operation of the Facility and time for Facility personnel to interface with the Program Administrator and SP to assist with data collection from building systems.
3. Access to the Facility throughout all phases of the project and for up to five years from the date of equipment installation.

Minimum customer implementation commitment.

Customer shall complete the Minimum Customer Implementation Commitment no later than the Required Implementation Date. Customer has sole discretion as to which RCMs are selected to meet the Minimum Customer Implementation. Costs related to Customer personnel assistance under the Program do not count toward the Minimum Customer Implementation Commitment.

Upon completion of the RCM Bundle, Customer shall provide the Program Administrator with written (email is sufficient) notification stating that the RCM Bundle is implemented and operational. Customer acknowledges that Customer is responsible for separately arranging and paying for the implementation of RCM Bundle.

To the extent that the Program Administrator determines (in its sole and reasonable discretion) that the Customer failed to fulfill the Minimum Customer Implementation Commitment, the Customer shall pay the Program Administrator the Study Cost identified in the Application section of this Agreement within 60 days of written notice from the Program Administrator. The Customer may be required to refund some or all of the Incentive if the measures do not remain (or were not) installed for a period of five (5) years or the end of the product life, whichever is less.

The Recommended RCMs will not be eligible for any Utility incentives, energy engineering services, or credits outside of this Program. Accordingly, the Customer shall not apply for any other Utility incentives or credits, or from any other utility, with respect to the Recommended RCMs at any time before or after the Required Implementation Date.

Customer information.

Customer authorizes Utility to provide applicable Customer data necessary for providing the Program services and support, including Utility account information and energy usage data and other personally-identifiable information ("PII"), to the Program Administrator and SP. Program Administrator and SP shall only utilize such Customer data for providing Program services

related to this Agreement to the Customer and Program Administrator or SP shall not disclose Customer data to any outside organization without the Customer's consent. However, Customer understands that the Program Administrator or SP may disclose such information to its attorneys or be required to disclose Customer data in connection with law enforcement, fraud prevention, regulation, and other legal action; in those cases, Program Administrator and SP will comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. ACCORDINGLY, CUSTOMER HEREBY RELEASES, HOLDS HARMLESS AND DISCHARGES UTILITY, ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUCCESSORS IN INTEREST AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS OF WHATEVER NATURE ARISING IN CONNECTION WITH OR ASSOCIATED WITH THE SHARING OF CUSTOMER'S PII OR ANY OTHER UTILITY DATA.

Utility reserves the right to associate with customer's business and include customer's participation in the program for promotion and advertising purposes. Customer may opt out of such publication in writing provided to utility.

Energy benefits.

Customer acknowledges that Federal Energy Regulatory Commission (FERC) Order issued on June 1, 2012, at Docket No. ER11-4081-000 ("FERC Order") approves of the inclusion of energy efficiency resources as planning resources in a utility's resource adequacy plan (all italicized terms as defined in the FERC Order). Accordingly, Customer and Utility agree that all such rights afforded with respect to energy efficiency resources, including but not limited to the right to identify them as a planning resource so as to include them in a resource adequacy plan, shall inure exclusively and fully to Utility. Customer agrees that it will not claim ownership in such energy efficiency resources for purposes of identifying them as a planning resource in accord with the FERC Order or include them in a resource adequacy plan.

Fraud.

Customer represents and warrants that it is eligible and authorized to participate in the Program, and that Customer's participation in the Program will not result in the violation or breach by Customer of law, Customer's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds or incentives determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the payor. Any Customer found to be engaged in any fraudulent activity or misrepresentation of any kind will be removed from the Program. This section will not limit other remedies that may be available in response to the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

Disclaimer of warranties.

Customer shall independently evaluate any information provided by Utility or Program Administrator related to estimates of energy savings or costs and is solely responsible for any decision related to the RCMs implemented. Responsibility for delivery and workmanship related to any equipment or services Customer procures exclusively rests with the contractor or retailer selected by Customer. Utility, Program Administrator, and SP make no warranties or representations of any kind with respect to the performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. UTILITY, PROGRAM ADMINISTRATOR, AND SP DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations of liability.

To the fullest extent allowed by law, Utility and Program Administrator total liability, regardless of the number of claims, will be limited to the costs associated with providing the Incentive in accordance with this Agreement, and Utility, Program Administrator, SP and their respective directors, employees, and subcontractors shall not be liable to the Customer or any other party for any other obligation.

Notwithstanding any other provision of this Agreement to the contrary, in no event will Utility, Program Administrator, and their respective directors, employees, and subcontractors be liable hereunder to customer or any third party for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

Indemnification.

Customer shall defend, protect, indemnify and hold harmless Utility, Program Administrator, SP and their respective board members, officers, employees, contractors, and agents (collectively, the “Indemnified Parties”) against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney’s fees and expenses) and liability of every kind and character whatsoever (“Claims”) arising out of or incident to, or related in any way to, directly or indirectly, participation in the Program or to this Agreement; provided however, that Customer is not required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party’s sole negligence or intentional misconduct.

Toxic materials.

Materials removed, including lamps and PCB ballasts, must be permanently taken out of service and disposed of in accordance with federal and state laws or regulation and local codes and ordinances. Customer is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at www.epa.gov/wastes.

Tax liability.

Customer acknowledges that receipt of any Incentive pursuant to this Agreement may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting taxable income, if any, with respect to Customer’s taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of Incentive provided pursuant to this Agreement. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

Governing law.

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

Entire agreement/modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior representations or understandings, whether written or oral. No amendment or waiver of any of the provisions of this Agreement will be effective unless it is in writing and signed by both parties.

Customer acceptance.

By signing below, I certify that:

1. The information provided in this Retro-Commissioning Program Application and Agreement is accurate and complete and I will notify Utility and Program Administrator immediately of any changes to such information;
2. I have read, understand, and agree to be bound by and comply with the terms set forth in this Agreement; and
3. As the Customer Representative, I have the authority to bind the Customer to the terms set forth in this Agreement.
4. I consent to having my account information shared between DTE Energy and Consumers Energy if I have a Consumers account.

Customer	
Customer Name:	
Representative Signature:	
Printed Name:	
Date:	
Title:	

Customer Screening Questions

Must be submitted BEFORE project begins.

Facility general description

Outline the major facility space types, their scheduling, and typical occupant densities (e.g. 10,000 ft², 24-hour computer center that is unoccupied).

Describe the major interior loads of the facility and identify any that dictate how the HVAC system is operated.

Space/location	Type	Scheduled hours and days of occupancy

Briefly describe past energy-efficiency projects or studies completed for the facility, including previous retro-commissioning projects.

Describe any currently planned energy-efficiency, renovation, or equipment replacement/upgrade projects for the facility.

Are there any scheduling issues that could affect the retro-commissioning work (e.g., major renovations or equipment replacements/upgrades)?

Facility staff

Please identify key individuals responsible for the operation of the facility and state how long they have held their current positions. Also indicate individuals who will act as a part of the owner's project team by entering the amount of discretionary time to assist in the process cooling study.

Name	Position	Years In position	Facility responsibilities	Able to assist? (Hrs/week)

Equipment control

Please indicate the level of access and capability the chief facility engineer, staff, and/or controls contractor have to interact with the facility’s energy management control system (select one):

- None Some (e.g., able to adjust set points and schedules) Full (e.g., able to modify control logic and trend facility data)

Identify the type and manufacturer of the facility’s energy management control system (EMS). If the facility does not have an automated control system, please indicate.

Is the EMS capable of trending and storing data for numerous points simultaneously?

When is the EMS likely to be replaced or receive a major upgrade?

Please complete the following table to indicate how your building systems are controlled. (Place an X in the appropriate boxes below)

System	Full ddc	Ddc control (electric-to-pneumatic)	Pneumatic control	None (manual control)	Additional controls or other comments
Lighting					
Fans (Exhaust, etc.)					
Terminal Air Units (VAVs, etc.)					
AHUs, RTUs					
Chillers					
Boilers					
CHW Pumps					
HW Pumps					
Cooling Towers					

Is the EMS capable of trending and storing data for numerous points simultaneously?

If the EMS is managed externally, please provide the following:

Company Name: _____	Name (of the company specialist): _____
Phone Number (of the company specialist): _____	Email Address (of the company specialist): _____

Equipment details

Please complete the following table listing the facilities major HVAC and lighting system components. Add more rows on additional pages as necessary.

Equipment	Type	Size	Age
Cooling equipment			
Heat rejection equipment			
Heat equipment			
Air handling equipment			
Lighting systems			