



Commercial Building Efficiency Program Design/Audit Services Application

By signing this Design/Audit Services Application ("Application"), the Account Holder ("Participant") affirms the accuracy of the information provided and agrees to the terms and conditions listed and all applicable program rules of the Commercial Building Efficiency Program ("CBEP") and Colorado Springs Utilities' ("Utilities") Tariffs and Utilities Rules and Regulations, all as amended from time to time.

CUSTOMER INFORMATION

Customer Name: _____ Account #: _____
(As it appears on Utility Bill if applicable) (On Utility Bill if applicable)

Building Address: _____ City: _____ State: CO Zip Code: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____
(If different from installation address)

Customer Contact: _____ Email: _____ Phone: _____

SERVICES REQUESTED

Applying for: Engineering Design Assistance: _____ Retro-Commissioning: _____

Service Provider: McKinstry: _____ Bowman (EDA Only): _____ Michaels Energy (RCx Only): _____

Cost of Design/Audit Services: \$ _____

DESIGN/AUDITBUILDING INFORMATION SERVICES

Building Square Footage: _____ Number of Floors: _____ Year Built (RCx Only): _____

Primary Building Occupancy Classifications: _____

RCx Only: Current Energy Use Intensity (EUI): _____ CO 2026-2029 EUI Target: _____
CO 2030 EUI Target: _____

Past 12-Month Usage: kW: _____ kWh: _____ CCF: _____

TERMS AND CONDITIONS

- INCENTIVE OFFER:** This application is for engineering design/audit services for the Commercial Building Efficiency Program (CBEP). The payment is only for contractors and services requested after the completed application is received by Utilities.
- ELIGIBILITY:** This offer is for active Utilities' commercial and industrial natural gas and/or electric customers for building 50,000 square feet in area and larger in area. This offer is on a first-come, first-serve basis and is subject to project and customer eligibility and availability of funds.
- APPROVAL AND VERIFICATION:** Pre-approval from Utilities is required prior to the start of any design or auditing work. Utilities is not obligated to pre-approve any application for an incentive that may result in Utilities exceeding its Program budget. Utilities reserves the right to cap the incentive paid to any one customer.
- SUBMISSION OF APPLICATION:** This application must have complete information and include an executed professional services contract with a listed provider. The signed application must be returned to Utilities, c/o Commercial Building Efficiency Program, 2855 Mesa Rd. Colorado Springs, CO 80904 or by email to eritchey@csu.org. Incomplete applications will not be processed.
- APPLICATION DOES NOT ENTITLE RECIPIENT TO PARTICIPATE:** The Program may be altered, suspended, or canceled by Utilities at any time without prior notice. Under such circumstances, the Recipient is not entitled to any Program benefits more than those approved prior to such action by Utilities. Submission of a completed application does not entitle the Utilities' customer to Program participation. Entitlement to Program participation can only occur after Utilities has signed a copy of the application and granted pre-approval.

6. **COMPLIANCE:** All projects must comply with all federal, state and local, laws, rules, regulations and codes, and insurance requirements, as applicable. Equipment must meet specification requirements and be purchased and operating prior to submitting the application form.
7. **PAYMENT:** Utilities portion of the design assistance/audit costs will be paid directly to the service provider. The participant will be invoiced by, and make payment directly to, the service provider for the 25% cost portion of the RCx track per the professional services agreement between the customer and the provider.
8. **INSPECTION:** Participant agrees, as a condition of participation in the Program, to cooperate with activities designed to evaluate Program effectiveness, such as allowing on-site inspection and measurement of existing systems.
9. **VERIFICATION (RCx Only):** Utilities reserves the right to conduct a site visit to Participant's location to verify existing conditions related to any recommendation in the audit report. The site visit, and all aspects related to the site visit, is conducted solely for such purpose. The site visit is not a safety review and is not intended for any other purposes. If Utilities is not able to conduct any required verification this may delay or prevent the Utilities portion of the service provider's fee.
10. **CHANGES TO THE PROGRAM:** All terms, conditions and rules of the program are subject to change.
11. **NO WARRANTIES:** Utilities does not endorse, guarantee, or warrant any manufacturer or product and Utilities provides no warranties, expressed or implied, for any products or services. The Recipient's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The Recipient acknowledges that neither Utilities nor any of its consultants are responsible for assuring the design, engineering and construction of the facility or installation of the energy savings measures is proper or complies with any laws (including patent laws), codes, or industry standards. UTILITIES DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **UTILITIES' LOGO:** Participant may not use the Utilities or Program name or logo in any marketing, advertising, or promotional materials without Utilities' prior written permission, which may be granted or withheld by Utilities in its sole and absolute discretion.
13. **DISCLAIMERS:** Utilities: (1) does not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program; (2) will not be responsible for any tax liability imposed on a Participant as a result of the payment of rebates; (3) is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and (4) is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
14. **LIMITATION OF LIABILITY:** Utilities sole liability is limited to paying the properly qualified payments specified herein. Neither Utilities nor any of its affiliates shall be liable to Recipient or any other party for any damages whatsoever, including, without limitation, direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this Program.
15. **VENDOR SELECTION:** Utilities acknowledges that the Participant may select any listed vendor to perform the work contemplated by this application.
16. **OBLIGATIONS/INDEMNIFICATION:** Utilities shall have no obligation to maintain, remove or perform any work whatsoever on the energy savings measures installed. Utilities shall have no liability for any provider's failure to perform, for failure of the energy savings measures to function, for any damage to the Recipient's premises caused by the contractor or for any damages to property or injuries to persons caused by the energy savings measures. Participant shall hold harmless, defend and indemnify Utilities for any claims or causes of action arising from the improper handling, storage, disposal and exposure of substances currently or hereinafter characterized as hazardous or toxic relating to any actions taken by Participant or its agents in connection with the Program. Participant shall hold harmless, defend and indemnify Utilities for damage to property or injury or death of any person or persons in any way connected with or arising from actions of Participant or its agents under the Program.
17. **ENERGY BENEFITS:** Utilities is entitled to 100% of the energy benefits associated with the recommended energy savings measures, excluding the value of energy cost savings realized by the Participant.
18. **GOVERNING LAW:** This Request and the Program shall be construed in accordance with the laws of the State of Colorado without reference to conflict of laws, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to Utilities under the Colorado Governmental Immunity Act.
19. **APPROPRIATION OF FUNDS:** In accord with the Colorado Springs City Charter, performance of Utilities obligations under this Request and the Program is expressly subject to appropriation of funds by Colorado Springs City Council. Further, if funds are not appropriated in whole or in part sufficient for performance of Utilities obligations, or appropriated funds may not be expended due to the City Charter spending limitations, then this Request and applicable portions of the Program shall thereafter become null and void by operation of law, and Utilities shall thereafter have no liability for compensation or damages to Participant in excess of Utilities authorized appropriation.

SIGNATURE

Note: This application only starts the process, it does not obligate Colorado Springs Utilities to pay a rebate.

Signature Required: _____ **Date:** _____