

Savings values are estimates. Actual savings will vary.
Incentives and participation subject to program rules and Participation Agreement.

New Jersey Office of Clean Energy Direct Install Program Energy Assessment Tool (V2.0)



General Project Information

Participating Customer:	MIDDLE TOWNSHIP
Contractor / Project #:	Hutchinson
Facility Name:	DAVIES RECREATION CENTER
Street Address:	626 GOSHEN ROAD
City / Zip Code:	CAPE MAY COURT HOUSE 08210
Is this facility publicly owned?:	Y

Facility Type:	Other
Total Facility Square Footage:	11,500
Avg Weekly Hrs of Operation:	40
# of Full-Time Employees:	10
Year Constructed:	1982
Tax Exempt?:	Y
Project Permitting Costs:	

Electric Utility Information

Electric Provider:	Atlantic City Electric
Service Class:	
Account #:	5500 8721-314
Billing Period Start Date:	02/22/17
Billing Period End Date:	03/23/17
Billing Period kWh Consumption:	9,998
Billing Period Total Cost:	\$1,607.84
Total Taxes + Fees on Bill:	
Electric - Average Cost (\$/kWh):	\$0.161

Gas Utility Information

Gas Provider:	
Service Class:	
Account #:	
Billing Period Start Date:	
Billing Period End Date:	
Billing Period Therm Consumption:	
Billing Period Total Cost:	
Total Taxes + Fees on Bill:	
Gas - Average Cost (\$/Therm):	\$0.000

Oil Information

Annual Consumption (Gallons):	
Annual Cost:	
Annual Taxes + Fees on Bill:	
Oil - Average Cost (\$/Gallon):	\$0.000

Propane Information

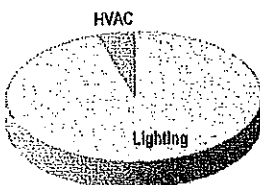
Annual Consumption (Gallons):	
Annual Cost:	
Annual Taxes + Fees on Bill:	
Propane - Average Cost (\$/Gallon):	\$0.000

Project Summary

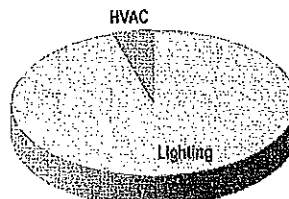
	Annual Energy Savings	Energy Units	Annual Cost Savings	Total Measure Cost	Estimated Incentive Amount	Total Cost to Customer	Simple Payback (Yrs)
Lighting Measures Total:	28,123	kWh	\$4,522.67	\$10,308.24	\$7,215.77	\$3,092.47	0.68
Motors & VFD Measures Total:	0	kWh	\$0.00	\$0.00	\$0.00	\$0.00	0.00
HVAC Electric Measures Total:	1,346	kWh	\$216.36	\$400.00	\$280.00	\$120.00	0.55
Refrigeration Measures Total:	0	kWh	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ELECTRIC MEASURES:	29,468	kWh	\$4,739.05	\$10,708.24	\$7,495.77	\$3,212.47	0.68
GAS MEASURES:	0	Therms	\$0.00	\$0.00	\$0.00	\$0.00	0.00
OIL MEASURES:	0	Gallons	\$0.00	\$0.00	\$0.00	\$0.00	0.00
TOTAL PROPANE MEASURES:	0	Gallons	\$0.00	\$0.00	\$0.00	\$0.00	0.00
CONVERSION MEASURES (OIL):	0	Gallons	\$0.00	\$0.00	\$0.00	\$0.00	0.00
CONVERSION MEASURES GAS:	0	Therms	\$0.00	\$0.00	\$0.00	\$0.00	0.00
COMBINED PROJECT TOTALS:			\$4,739.05	\$10,708.24	\$7,495.77	\$3,212.47	0.68

PROJECT TRC TEST: 1.00

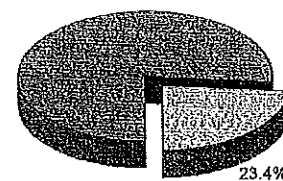
Projected Energy Savings Per Measure Category



Projected Dollar Savings Per Measure Category



Estimated Reduction in Total Energy Consumption



Savings values are estimates. Actual savings will vary.
Incentives and participation subject to program rules and Participation Agreement.



**DIRECT INSTALL PROGRAM
PARTICIPATION AGREEMENT
SCOPE OF WORK ATTACHMENT**

"Parties":				
Participating Customer*:	MIDDLE TOWNSHIP			
Participating Contractor*:	Hutchinson			
Facility Name*:	DAVIES RECREATION CENTER			
Facility Address:	626 GOSHEN ROAD	CAPE MAY COURT 1	NJ	08210
	Street	City		Zip
*as listed on Application				

When fully signed, this Scope of Work Attachment ("Attachment") shall become part of the Direct Install Program Participation Agreement ("Participation Agreement") previously executed by the Parties in connection with the installation of energy efficiency retrofit Measures to be performed by the Participating Contractor (or "Contractor") at the above listed Facility. This Attachment, together with the Participation Agreement shall constitute the full Agreement between the Parties. Terms capitalized herein are defined in the Participation Agreement.

The Participating Customer (or "Customer") agrees to have Contractor perform retrofit work in connection with the Measures listed on page 2 of this form (attached). In consideration of the Contractor's performance of such work, Customer agrees to pay Contractor based on the measure costs listed below under Customer Unit Cost for the number of completed units for each Measure upon receipt of invoice; provided the Contractor may collect a deposit from Customer prior to performing such work, in which case the final invoice shall be net of such deposit. Customer and Contractor understand that conditions discovered during installation may require that some measures identified in the energy assessment cannot be installed, or some areas may require additional measures/quantities to be installed. Should conditions in the field dictate that the Estimated Program Total Cost shown on page 2 increase by more than 10%, Contractor must obtain both Program Administrator and Customer written approval in the form of an amended Scope of Work Attachment before proceeding with such additional work.

By signing below, the Parties agree the above listed Measures shall be installed by the Contractor. The Customer shall pay the Contractor as described herein following Completion and Acceptance of Measures. Customer certifies that he/she has the authority to contract for retrofit work in the Facility in connection with the Measures listed and, if the Customer does not own the Facility, the Owner has granted permission to Customer for performance of such work.

Egner 8-16-17
Participating Customer Date

Participating Contractor Date

Savings values are estimates. Actual savings will vary.
Incentives and participation subject to program rules and Participation Agreement.

Page 2

Scope of Work

The work to be performed by the Participating Contractor in connection with the Project shall be comprised of the below listed Measures in the estimated quantities listed:

Measure Description / Location	Quantity	Total	Estimated	Estimated
	To Be Installed	Measure Cost	Customer Total Cost	Incentive Amount
Relamp: Direct Line LED - 4-Lamp - 4-Foot / FOYER	1	\$ 62.18	\$ 18.65	\$ 43.53
Relamp: Direct Line LED - 4-Lamp - 4-Foot / LOBBY/RECEPTION	9	\$ 626.94	\$ 188.08	\$ 438.86
Relamp: Direct Line LED - 2-Lamp - 4-Foot / BALL STORAGE	3	\$ 125.28	\$ 37.58	\$ 87.70
Relamp: Direct Line LED - 4-Lamp - 4-Foot / OFFICE 1	2	\$ 139.32	\$ 41.80	\$ 97.52
Relamp: Direct Line LED - 4-Lamp - 4-Foot / OFFICE 2	4	\$ 278.64	\$ 83.59	\$ 195.05
Relamp: Direct Line LED - 4-Lamp - 4-Foot / LOUNGE	6	\$ 417.96	\$ 125.39	\$ 292.57
Relamp: Direct Line LED - 2-Lamp - 4-Foot / MENS ROOM	4	\$ 167.04	\$ 50.11	\$ 116.93
Relamp: Direct Line LED - 2-Lamp - 4-Foot / CLEANING STORAGE	1	\$ 41.76	\$ 12.53	\$ 29.23
Relamp: Direct Line LED - 2-Lamp - 4-Foot / WOMENS ROOM	4	\$ 167.04	\$ 50.11	\$ 116.93
Fixture Replacement: LED High/Low Bay (90 - 480W): 250 W / GYM	8	\$ 4,043.36	\$ 1,213.01	\$ 2,830.35
Fixture Replacement: LED Outdoor Wall Mount (14 - 60W): 15 W / OUTDOOR SCNCE	3	\$ 357.66	\$ 107.30	\$ 250.36
Fixture Replacement: LED Outdoor Wall Mount (14 - 60W): 60 W / OUTDOOR WALLPACK	6	\$ 1,269.06	\$ 380.72	\$ 888.34
Relamp: LED - PAR38 (13 - 23W): 17 W / SNACK FLOODS	8	\$ 196.72	\$ 59.02	\$ 137.70
Relamp: Direct Line LED - 4-Lamp - 4-Foot / INSIDE SNACK BAR	8	\$ 497.44	\$ 149.23	\$ 348.21
Relamp/Reballast: Plug & Play LED - 8' Conversion Kit - (4) 4-Foot Lamps / BASEBALL STORAGE	4	\$ 376.00	\$ 112.80	\$ 263.20
Relamp: Direct Line LED - 2-Lamp - 4-Foot / SCORE KEEPER STORAGE	2	\$ 83.62	\$ 25.06	\$ 58.46
Relamp: Direct Line LED - 2-Lamp - 4-Foot / SCORE KEEPER INSIDE	6	\$ 289.14	\$ 86.74	\$ 202.40
Relamp: Direct Line LED - 4-Lamp - 4-Foot / SCORE KEEPER OUTSIDE FLOOD	12	\$ 746.16	\$ 223.85	\$ 522.31
Fixture Replacement: LED Outdoor Wall Mount (14 - 60W): 60 W / BATTING CAGE WALLPACKS	2	\$ 423.02	\$ 126.91	\$ 296.11
Programmable Thermostats / All	2	\$ 400.00	\$ 120.00	\$ 280.00
TOTALS**		\$ 10,708.24	\$ 3,212.47	\$ 7,495.77

**Maximum incentive amount per project is \$125,000. Measures that would qualify the project for funding through the State Energy Program (SEP) are identified above with an 'S'. If any "SEP measures" are included then the total incentive amount for all measures will be paid with SEP funds, otherwise the total incentive amount will come from NJ Clean Energy funds.

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Direct Install Contractor Checklist

Application # _____

Applicant Company Name: Middle Township Rec.

- ☒ - Lighting assessed and included in the EAT
- ☒ - Explored possibilities of adding lighting controls
- ☒ - Motors assessed and included in the EAT
- ☒ - Explored possibilities of adding Variable Frequency Drives
- ☒ - HVAC (electric cooling) assessed and included in the EAT
- ☒ - HVAC (gas heating) assessed and included in the EAT

Comments: Please explain in detail why measures were excluded from the application package and have the customer sign off.

Existing 10 ton split systems do not qualify for Direct Install.

Existing propane fired heaters do not qualify for Direct Install.

Aerators have been upgraded already.

Contractor signature

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Applicant signature



NEW JERSEY'S CLEAN ENERGY PROGRAM
DIRECT Install
PARTICIPATING CONTRACTOR

How did you learn about this Energy Efficiency Program?

- ☐ Advertisement ☐ Internet Search ☐ Mailer ☐ Video
☐ Tradeshow/Event ☐ Word of Mouth ☐ Radio ☐ Contractor
☐ Other

Direct Install Application and Participation Agreement

July 1, 2017 – June 30, 2018

Utility(ies) Serving Customer:

- ☒ Atlantic City Electric ☐ Jersey Central Power & Light ☐ PSE&G ☐ New Jersey Natural Gas
☐ Elizabethtown Gas ☐ Rockland Electric Co. ☐ South Jersey Gas ☐ Other Utility

Instructions

1. Fill out all applicable sections below.
2. Provide a completed Application and signed Participation Agreement to the Participating Contractor serving your area, along with copies of utility billing demonstrating peak electric demand does not exceed 200 kW in the preceding 12 months.
3. Your Contractor or Program Manager will confirm program participation eligibility, perform the Energy Assessment, and arrange for final approval by the Program Manager prior to installing eligible measures.

Customer Information

Legal Name Middle Township Rec Dept		Tax ID 21-600868	NAICS Code
Company Address Goshen Rd.	City Cape May Courthouse	State NJ	Zip 08210
Project Contact Marc Deblasio	Phone 609-522-5150	E-Mail marc.deblasio@rve.com	
Customer to provide: a) Copies of required gas and electric billing		<input checked="" type="checkbox"/> Check if attached	

Facility Information (Facility on which Energy Assessment is to be conducted and measures provided)

Facility Address 8226 Goshen Rd.	City Cape May Court House	State NJ	Zip 08210
County Cape May	Utility Account Number(s): Electric 5500 6721 314		Gas
Facility Name and Brief Type/Occupancy Description Rec Center			

For Participating Contractor Use Only

Company Name Hutchinson Mechanical	Contact Tara Beebe	
Contact Phone 858-429-5828	Contact E-mail dicoordinator@hutchbiz.com	Contractor Assigned Project Number
Peak Electric Demand 29.47 kW (based on preceding 12 months)	Project Name Middle Township Rec	

For Program Managers Use Only

Application Date Received	Application Approved By
Application Package Date Received	Application Package Approved By

DIRECT INSTALL PARTICIPATION AGREEMENT

DEFINITIONS:

ADMINISTRATOR - The New Jersey Board of Public Utilities (NJBPUB).

APPLICATION - Page 1 of this Application and Participation Agreement.

APPLICATION PACKAGE - Consists of the entirety of: an executed Application and Participation Agreement, utility billing demonstrating, if required, peak electric demand not exceeding 200 kW in the preceding 12 months, and completed Energy Assessment with Scope of Work Attachment. Measures may not be installed and Incentives shall not be paid until after the Application Package is approved by the Program Manager.

COMPLETION AND ACCEPTANCE OF MEASURES - Work performed by Participating Contractor shall be deemed completed and accepted upon the signing of a Measure Acceptance Form by the Participating Customer and Program Manager.

ENERGY ASSESSMENT - An inventory of existing energy consuming equipment and analysis of possible replacement Measures generated by the Program-approved energy assessment tool to determine estimated energy savings, in addition to costs and Incentives eligible under the Program.

ENERGY-EFFICIENT MEASURES (or "Measures") - Any device or grouping of devices eligible to receive an Incentive through the Program.

INCENTIVE - An amount paid by the Direct Install component of New Jersey's Clean Energy Program through the Program Manager to the Participating Contractor in connection with the installation of a Measure. Incentives are available to cover up to 70% of the cost of installed Measures. Incentives are subject to change without notice prior to the Program Manager approving the Application Package.

MEASURE ACCEPTANCE FORM - A document providing the means by which the Contractor and Customer confirm and accept the installation of Measures.

NEW JERSEY UTILITIES - The regulated electric and/or gas utilities in the State of New Jersey. They are: Atlantic City Electric, Jersey Central Power & Light, Rockland Electric Company, New Jersey Natural Gas, Elizabethtown Gas, PSE&G, and South Jersey Gas.

PARTICIPATING CONTRACTOR (or "Contractor") - An entity under contract to the Program Manager which performs Energy Assessments and installation of Measures in connection with the Program.

PARTICIPATING VENDOR (or "Vendor") - An entity under contract to the Program Manager which provides/supplies equipment directly to the program's contractors for project implementation.

PARTICIPATING CUSTOMER (or "Customer") - Those non-residential electric and/or gas service customers of the New Jersey utilities, municipal utilities or rural electric cooperatives who participate in the Program.

PRE-INSTALLED MEASURES - Measures installed before the application approval date shall not be included in the work scope and will not receive Program Incentives.

PROGRAM - New Jersey's Clean Energy Direct Install Program offered herein by the New Jersey Board of Public Utilities pursuant to state regulatory approval under the New Jersey Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49, et seq, and subject to change without notice and subject to funding availability.

PROGRAM MANAGER - TRC Energy Services.

PROGRAM SCOPE - Services to be provided under the Program are limited to those directly associated with the evaluation and installation of Measures and shall in no way include work by the Contractor in connection with the correction of apparent or hidden safety issues or code violations. Contractor shall not perform work where, in its sole discretion, it is determined such safety issues or code violations exist. All work shall be performed during normal business hours, Monday through Friday unless the Customer and Contractor agree otherwise, in which case the Contractor shall not receive additional compensation for work performed outside of such normal business hours.

PROJECT - The Measure(s) to be installed in the facility listed under the Facility Information section of the application.

SCOPE OF WORK ATTACHMENT - A document generated by the Energy Assessment tool which lists the Measures eligible for installation, their Incentive Amounts and costs to be paid by the Customer. Once countersigned by the Customer and Contractor indicating the Measures to be installed in the Project and approval by the Program Manager, the Scope of Work Attachment shall be part of this Participation Agreement.

PARTICIPATION PROCESS:

1. Customer completes Application and provides necessary utility usage and demand data.
2. Contractor or Program Manager performs the Energy Assessment using the program-approved energy assessment tool. The Energy Assessment generates a Scope of Work Attachment for countersignature by the Customer to indicate which eligible Measures are to be included in the Project.
3. Contractor countersigns the Scope of Work Attachment and submits a full Application Package to the Program Manager for approval.
4. Upon Program Manager's approval, Contractor performs retrofit work to remove existing equipment and install Measures, and submits documentation of Project completion in the form of a Measure Acceptance Form signed by the Customer. Contractor invoices the Program Manager for the Incentive portion and the Customer for the balance.
5. Customer pays outstanding balance of costs, less any prior payment or deposit, to Contractor according to amounts listed on the Scope of Work Attachment.

The Program, or agent thereof, reserves the right to conduct inspections of the Project prior to or after the installation of Measures. To be eligible for Incentives, the Application Package must be approved by the Program Manager prior to Measure installation.

CHANGES TO THE PROGRAM - The Program and/or Participation Agreements may be changed by the Program Manager or Administrator at any time without notice, however, approved Application Packages will be processed to completion under the terms in effect at the time of approval.

ELIGIBILITY - Program services and Incentives are available to existing non-residential, commercial and industrial buildings with a peak electric demand that did not exceed 200 kW in the preceding 12 months and served by at least one of the New Jersey utilities, municipal utilities or rural electric cooperatives who participate in the Program. If the Participant is a municipal electric company customer, and a customer of a regulated gas New Jersey utility, only gas Measures will be eligible under the Program.

Projects with a contract threshold of \$15,444 effective are required to pay no less than prevailing wage rate to workers employed in the performance of any construction undertaken in connection with Board of Public Utilities financial assistance, or undertaken to fulfill any condition of receiving Board of Public Utilities financial assistance, including the performance of any contract to construct, renovate or otherwise prepare a facility, the operations of which are necessary for the receipt of Board of Public Utilities financial assistance. By submitting an application, or accepting program incentives, applicant agrees to adhere to New Jersey Prevailing Wage requirements, as applicable.

Customers of New Jersey utilities who have not contributed to the Societal Benefits Charge during the calendar year in which the Application Package is received by the Program Manager may not be eligible for Incentives offered through the Program.

NO ENDORSEMENT - The Program Manager and Administrator do not endorse, support or recommend any particular manufacturer, product or system design.

INCENTIVE AMOUNTS - Incentive amounts will be listed in the Scope of Work Attachment which, when completed and countersigned by the Customer and approved by the Program Manager, will be part of this Participation Agreement. The Customer will be responsible for paying the remaining balance of costs listed in the Scope of Work Attachment upon receipt of Contractor's invoice.

Incentives will be offered for eligible and qualifying Measures as determined from the Energy Assessment and listed on a separate Scope of Work Attachment. The Scope of Work Attachment shall be countersigned by the Customer to indicate eligible and qualifying Measures to be included in the Project. All Incentive payments shall be paid by the Program Manager directly to the Contractor. The Program is not bound to pay any Incentive unless the Application Package associated with the Incentive payment is approved by the Program Manager prior to Measure installation.

INCENTIVE CAP - Program Manager reserves the right to limit the amount of Incentives on a per-Project or Program basis. Any such caps on individual projects will be disclosed to Customers on the Scope of Work Attachment.

INSTALLATION AGREEMENT - Following completion of the Energy Assessment, but prior to commencement of any installation work, the Customer will be presented a separate Installation Agreement in the form of

DIRECT INSTALL PARTICIPATION AGREEMENT

a Scope of Work Attachment which shall become part of this Agreement. By executing the Scope of Work Attachment, the Customer agrees to allow the Contractor to install the eligible Measures identified in the Scope of Work Attachment.

WARRANTIES - THE PROGRAM MANAGER AND ADMINISTRATOR DO NOT EXPRESSLY OR IMPLIEDLY WARRANTY THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM. NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING EQUIPMENT OR SERVICES ARE PROVIDED BY ANY PARTY, INCLUDING THE PROGRAM MANAGER UNDER THE PROGRAM. CONTRACTOR SHALL EXTEND TO CUSTOMER FULL EQUIPMENT, MATERIALS AND LABOR WARRANTIES WITH AN EXPIRATION DATE OF THE LATER OF EITHER ONE YEAR FROM THE DATE OF INSTALLATION OR THE MANUFACTURER'S STANDARD WARRANTY EXPIRATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WARRANTY ISSUES RELATING TO EQUIPMENT AND MATERIALS INSTALLED UNDER THE PROGRAM FOR A PERIOD OF ONE YEAR.

In no way shall the reviews, inspections, approvals and all other actions performed by the Program Manager under the Program be construed as a determination or acceptance of performance, applicability, dollar savings, or energy savings. The Program Manager and Administrator offer no guarantee or warranty of performance for equipment or labor provided in connection with the Program. The Contractor assumes full responsibility and liability for the removal and installation of all equipment, including but not limited to design, specification, all permits, installation, maintenance, performance, and proper disposal of equipment removed, including lamps and ballasts.

LIMITATION OF LIABILITY - By virtue of participating in the Program, Participating Customer agrees to waive any and all claims or damages against the Program Manager, and the Administrator. Participating Customers agree that the Program Manager's and Administrator's liability, in connection with the Program, is limited to paying the Program Incentives specified directly to the Participating Contractor, for the value of the work performed/Measures

installed, as identified in the Installation Agreement. Under no circumstances shall the Program Manager, its representatives, or subcontractors, or the Administrator be liable for any lost profits, special, punitive, consequential or incidental damages or for any other damages or claims connected with or resulting from participation in this Program. Further, any liability attributed to the Program Manager or its subcontractors under this Program shall be individual, and not joint and/or several.

INDEMINIFICATION - As part of agreeing to participate in the Program, which includes financial incentives to reduce the customer's net project costs, the Participating Customer agrees to indemnify and hold harmless the Program Manager and Administrator and their respective staffs with respect to the Project.

INSPECTION - Customer agrees to grant the Program reasonable access to Customer's Facility to inspect both pre-existing equipment (if applicable) and the Measures installed under this Program, either prior to issuing Incentives or at a later time.

PROGRAM OFFER - The Program covers services rendered on or after July 1, 2017. Program Incentives are available to non-residential retail electric and/or gas service customers of the New Jersey Utilities.

TAX LIABILITY - Neither the Program Manager nor Contractor shall be responsible for any tax liability that may be imposed on any Customer as a result of the payment of Program Incentives.

TERMINATION - The Administrator reserves the right to extend, modify (this includes modification of Program Incentive levels) or terminate this program without prior or further notice.

CUSTOMER ACKNOWLEDGEMENT - I have read, understood and am in compliance with all rules and regulations concerning this incentive Program. I certify that all information provided is correct to the best of my knowledge, and I give the Program Manager permission to share my records with the New Jersey Board of Public Utilities, and contractors it selects to manage, coordinate or evaluate New Jersey's Clean Energy Programs, including the release of electric and natural gas utility billing information. I allow reasonable access to my property to inspect the installation and performance of the technologies and installations that are eligible for Incentives under the guidelines of New Jersey's Clean Energy Program. This Participation Agreement supersedes all other communications and representations.

Other Funding Sources

- ☐ Check the box if an Energy Savings Improvement Program (ESIP) will be a source of funding. ESIP allows government agencies to pay for energy related improvements using the value of the resulting energy savings.

The Parties signing below certify they are duly authorized to enter into this agreement and hereby accept the above terms:

PARTICIPATING CUSTOMER

Name of Participating Customer

Middle Township

Authorized Signature

Egtererich, Business Admin

Date

8-16-17

CONTRACTOR'S COUNTERSIGNATURE

By signing, below, I certify that I have received the Customer's Application Package and will, in connection with the Project, perform my obligations as Participating Contractor as outlined in the separate Program Contractor Agreement executed between the Contractor below and the Program Manager.

PARTICIPATING CONTRACTOR

Name of Participating Contractor

Hutchinson Mechanical

Authorized Signature

Date

MECHANICAL SERVICES • ENERGY SERVICES • DESIGN & CONSTRUCTION

MECHANICAL SERVICES • ENERGY SERVICES • DESIGN & CONSTRUCTION

NJ Direct Install HVAC Measures

- HVAC equipment shall be removed and replaced in accordance with all standard measures and practices

Included

- Crane(s) and rigging, reconnections of gas piping and drain piping, reconnections of line and low voltage electrical wiring, condensate drains, vent piping, reconnections of supply and return air duct up to 10' linear feet, reconnection of boiler piping, reconnection of refrigerant piping, condenser pads and/or roof curbing, curb adapters, duct smoke detectors, thermostats as noted, faucet aerators as noted, fuel use economizers as noted, pipe insulation as noted, freight, disposal, startup check and test of all new equipment, 1st year parts and labor warranty.

Not Included

- State or Federal building code upgrades including;
 - Connection of any/ all duct smoke detectors to building fire alarm panel
 - Installation of safety rails or fencing
 - Engineering and/or structural roof certifications
- Electrical work other than a standard reconnect including;
 - Replacement of electrical panel breakers
 - Replacement of line voltage electrical wiring and/or conduit up to the indoor/outdoor disconnects.
 - Convenience outlets or service lighting
- Modifications or alterations to existing supply and return air duct other than the standard reconnect within 10' of new equipment.
- Replacement of refrigerant piping.
- Connection of new HVAC equipment to any automated control system.
- Reinstallation of any automated controls, sensors or wiring.
- Building boiler piping, zone pump(s), and/or zone valves other than the near boiler piping reconnection.
- Diagnosis or repair of any existing HVAC design deficiencies.
- Existing building code violations as identified by local municipal code enforcement

_____ Customer Acknowledgement (please initial)

Accessory Pricing: (Not Included within Direct Install scope of work)

Smoke Detector (Required by Code)

of systems _____ x Price of \$652.00 per system

Accept x _____

Audible Smoke Detector Testing Key Station (required by code)

of systems _____ x Price of \$848.00 per system

Accept x _____

Smoke Detector and testing key station

of systems _____ x Price of \$1,248.00 per system

Accept x _____

Internet Comfort Monitoring system- Includes: Wireless outdoor Sensor/Equipment interface Module/Return and Discharge air sensors: WIFI t/stat is included in direct install program.

Option Add per system

of systems _____ x Price of \$475.00 per system

Accept x _____

Wireless Remote Sensing capability per system

of systems _____ x Price of \$87.00 per system

Accept x _____

Energy Print – Energy Monitoring Software (1 year renewable subscription)

Price = \$1,350 per year.

Accept x _____

NJ Direct Install Lighting Measures

- Lighting fixtures/retro fit kits shall be removed and replaced in accordance with all standard measures and practices.
- In some cases, existing light levels in your facility may be higher than necessary when compared to current recommended lighting standards. To maximize your savings and provide a comfortable work environment, upgrades included in your Scope of Work may reduce lighting levels in your building. Please speak with your Direct Install account representative if you have any questions.
- This Scope of Work assumes that all lighting equipment operates on voltages between 120V and 277V. If any lighting fixtures included in this scope operate at 480 volts, there will be additional costs that are not covered by the Direct Install program.
- There are no allowances in this Scope of Work for battery backup systems that are integrated into existing luminaires. If these systems exist in your facility, there will be additional costs that are not covered by the Direct Install program to include battery backups in the retrofits or fixture replacements that are included in this Scope of Work.
- Mounting hardware for the exterior fixtures and high bay fixtures is not included in the program pricing. These measures are contingent upon the customer's acceptance of the Mounting Hardware proposal included herewith. Shielding requirements for exterior fixtures to prevent light trespass, where applicable, are also excluded from the program pricing.
- There are no allowances for the correction of code violations, or additional non-incident work required to meet changes in code requirements since the installation of the existing equipment. Conditions hidden from sight prior to removal of existing equipment are also excluded.

Included

- Reconnections of line and/or low voltage electrical wiring, proper disposal of all bulbs, ballasts, fixtures, and startup check and test of all new lighting, 1st year parts and labor warranty.

Not Included

- State or Federal building code upgrades
- Electrical work other than a standard reconnect including;
 - Replacement of electrical panel breakers
 - Replacement of line voltage electrical wiring and/or conduit up to the indoor/outdoor fixtures.
- Modifications or alterations to existing lighting layout.
- Addition or relocation of lighting fixtures
- Connection of lighting or switching to any automated control system.
- Diagnosis or repair of any existing faulty wiring or design deficiencies.
- Existing building code violations as identified by local municipal code enforcement

_____ Customer Acknowledgement (please initial)

Acceptance of Proposal - The prices, specifications and conditions found in the attached **New Jersey Clean Energy Direct Install Scope of Work** are satisfactory and are hereby accepted. You are authorized to do the work as specified upon Market Manager Approval. Payment will be made as outlined below.

1. Payment Terms - Payment will be made as follows:

- a. Customer will be invoiced for the initial payment of half of the customer's thirty percent portion, upon Market Manager Approval of submitted New Jersey Clean Energy Program Scope of Work (the "Deposit").
- b. Customer will be invoiced for the remaining amount of the customer's thirty percent portion, upon completion of the project and the generation of the Measures of Acceptance Form (MOA) ("Final Payment").

The Measures Acceptance Form (MOA): This form will be provided at the completion of the project prior to final payment. The MOA lists all of the equipment installed at your facility reflecting any changes that may have occurred from the original signed Scope of Work following the rule outlined on the New Jersey Clean Energy Direct Install Program Participation Agreement Scope of Work Attachment sheet.

- c. The customer is asked to sign and return the MOA to Hutchinson Mechanical Services. The project will not be considered fully complete until this document is received and submitted to the Market Manager.

2. All work is priced for work during regular work hours at set rates per New Jersey Clean Energy Program Scope of Work

3. The contents of this proposal and any other cost or pricing data are proprietary information generated by Hutchinson Mechanical Services on behalf of the New Jersey Clean Energy Program for the use only by the client. Contents may not be copied or used for any purpose other than for evaluation by the client.

❖ This document is meant to identify the inclusions and exclusion of the New Jersey Clean Energy Direct Install Scope of Work.

This Purchase Order is effective once executed by all parties.

Customer Acceptance: Esp. Terence

Date of Acceptance: _____

Contractor Acceptance: _____

Date of Acceptance: _____

Commercial Sales Representative

NOTE: We may withdraw this proposal if not accepted within 30 days.

Terms and Conditions

1. **Terms and Conditions of Sale** - These Terms and Conditions constitute the offer of Hutchinson to sell to Owner the goods, materials, and equipment (collectively as the "Goods") and/or to perform the labor and services (collectively as the "Services") set forth on the face of this document (and as defined there as the "Work"). These Terms and Conditions shall govern this transaction, notwithstanding any additional and/or differing terms and conditions set forth on any documentation of Owner. Hutchinson hereby objects to any different and/or additional terms and conditions, and shall not be bound by any such different and/or additional terms and conditions except those which may be expressly accepted by it in writing.
2. **Terms of Payment** - Unless otherwise set forth in the Purchase Order, payment must be made within 30 days from the date of invoice. When delivery and/or work in process are delayed by the Owner, Hutchinson may require additional payment. The Goods held for the Owner will be at the risk and expense of the Owner.
3. **Payment Assurance**
 - a. If, in the opinion of Hutchinson, the financial condition of the Owner is such that Hutchinson concludes that payment to Hutchinson may be at risk, Hutchinson may require the Owner, before shipment of the Goods and/or commencement of any Services, to arrange terms of payment satisfactory to Hutchinson.
 - b. In the event of the insolvency, bankruptcy or default of the Owner, Hutchinson shall be entitled to cancel any outstanding Purchase Order, to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of all the Goods provided under the Purchase Order until the charges therefor are paid. If the charges are not paid by Owner within ninety (90) days of completion of the Work and invoicing, Hutchinson shall be entitled to sell the Goods at a public or private sale, upon written notice to the Owner.
 - c. In consideration of Hutchinson's agreement to receive payment, in whole or part, after delivery of the Goods and as security for payment, Owner grants to Hutchinson a security interest in the Goods, any and all additions, accessions, substitutions and proceeds. This security interest attaches upon delivery, and Hutchinson may file a financing statement.
4. **Proposals** - Any proposal submitted to Owner by Hutchinson is void once these Terms and Conditions are accepted and, in the meantime, are subject to change upon notice.
5. **Price Policy**
 - a. **Price Adjustment:** Any increase in Hutchinson's costs due to governmental legislation, regulation or order providing for tax on any work, materials, goods, sales, use or process, or providing for any regulation or control of Hutchinson's purchases, materials, labor costs, sales or business, may be added to the price specified as to any undelivered portion of such order.
 - b. **Taxes:** Quoted prices are inclusive of sales tax. Any other pricing is exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales use or excise taxes apply, they will be added to the invoice as a separate item unless the customer has furnished an acceptable tax exemption certificate from such tax prior to shipment.
6. **Delivery - Risk of Loss** - All transportation costs shall be for the account of the Owner, and shall be added to the invoice. Materials furnished by Hutchinson shall be delivered to the Owner at the Project address hereon. Title to and risk of loss of or damage to any material furnished by Hutchinson under the Purchase Order shall pass to the Owner F.O.B. the Project address hereon. Risk of loss or damage to the Owner's materials shall be with the Owner at all times.
7. **Schedule** - Shipping and commencement dates are approximate and are based upon prompt receipt of all necessary information and approved drawings/specifications/patterns/selections whenever required. Any clerical errors are subject to correction. Unless the Owner advises in writing prior to the scheduled first delivery that an earlier shipment is not permissible, Hutchinson reserves the right to ship prior to the order shipping date.
8. **Force Majeure** - Hutchinson shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Owner, riot, embargo, inability or delay in procuring standard or fabricated materials, fuel or energy shortage, vehicle shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
9. **Penalty Clauses** - HUTCHINSON SHALL NOT ACCEPT AND SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGE CLAUSES OF ANY KIND, written or implied, unless specifically approved in writing by a duly authorized representative of Hutchinson.
10. **Warranty**
 - a. Hutchinson, on products or components not manufactured by Hutchinson, will extend to Owner the same warranty it receives. Hutchinson shall have no other liability with regard to such products or components.
 - b. Hutchinson warrants, to the extent to which any of the same may be applicable, that any of the Goods or Services furnished by it on the Owner's behalf or both, shall be free of defects in workmanship and materials.
 - c. Hutchinson shall, upon prompt written notice from the Owner, correct any failure to conform to the applicable foregoing warranty for which written notice is given to Hutchinson within a period of one (1) year after substantial completion of the Work, or shipment of the Goods, requiring correction under this warranty.
 - d. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

- e. THE REMEDIES PROVIDED ABOVE ARE THE OWNER'S SOLE REMEDIES IN THE EVENT OF ANY FAILURE OF HUTCHINSON TO COMPLY WITH ITS OBLIGATIONS. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of Hutchinson whether the claims of the Owner are based on contract, in tort (including negligence), or otherwise with respect to or arising out of the Work performed hereunder. IN NO EVENT SHALL HUTCHINSON BE LIABLE FOR EITHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- f. This Warranty shall be void if the included equipment, in Hutchinson's judgment, has been subject to misuse, negligence, accident, fire, lightning, improper power including but not limited to under or over voltage, single phasing, reverse phasing, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's recommendations.
11. **Limitation of Liability**
- a. Hutchinson, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence, breach of warranty, strict liability, default, or any other reason arising out of the use or handling of its product or its performance on this Purchase Order), or otherwise for damage or loss of, including but not necessarily limited to, other property or equipment, loss of business, profits or revenue, promotional or manufacturing expenses, injury to reputation, or loss of customers, loss of use of equipment, cost of capital, cost of purchased or replacement material or goods, claims of customers of the Owner, to the extent that such liability extends Hutchinson's obligations beyond the price paid to Hutchinson for the item(s) on which such claim is based, and Hutchinson shall not be liable for any special, indirect, incidental, consequential or punitive damages whatsoever.
- b. THE REMEDIES OF THE OWNER SET FORTH HEREIN ARE EXCLUSIVE and the liability of Hutchinson with respect to any Purchase Order shall not exceed the price set forth herein for the work.
12. **Indemnification** - Owner shall hold Hutchinson harmless from any and all damages that arise out of this Purchase Order to the extent caused by Owner or any entity within the control of Owner, including, but not limited to, damages incurred as a result of Hutchinson's adherence to Owner's specifications and/or standards.
13. **Returned Goods** - The Goods shall not be returned to Hutchinson by the Owner without the Owner having secured approval and terms for return from Hutchinson. If the Goods are returned without complete identification in accordance with Hutchinson's instructions or without charges prepaid, the Goods will not be accepted. Hutchinson reserves the right to refuse any of the Goods returned for credit. The Goods returned and accepted will be subject to a minimum 20% restocking charge.
14. **Termination**
- a. The Purchase Order shall not be terminated, in whole or in part, by the Owner except by agreement in writing from Hutchinson, and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by Hutchinson plus a charge of 35% of costs to compensate for indirect costs resulting from the termination.
- b. The Purchase Order may be terminated at any time by the mutual agreement of the parties, which agreement shall specify their respective remaining rights and duties.
- c. The Purchase Order may be unilaterally terminated by Hutchinson for default by Owner.
- d. The Owner may terminate the Purchase Order if Hutchinson repeatedly refuses or fails to supply enough properly skilled workers or proper materials; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Purchase Order. When any of the above reasons exists, the Owner may, after giving Hutchinson fourteen (14) days' written notice and Hutchinson fails within that fourteen (14) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may terminate the Purchase Order.
15. **Default/Breach** - Owner shall be liable to Hutchinson for any costs and reasonable attorney's fees to enforce these Terms and Conditions including but not limited to payment under Article 2 of the Purchase Order should Owner default or breach any provision of the Purchase Order.
16. **Escalation** - In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the Purchase Order through no fault of Hutchinson, the Purchase Order sum, schedule for delivery or Purchase Order requirements shall be equitably adjusted by change order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 10% percent between the date of this Purchase Order and the date of delivery.
17. **Manufacturer/Subcontractors Relations** - Owner shall have no direct contact with any of Hutchinson's manufacturers or subcontractors until the completion of the Purchase Order, and any modifications thereto. Once the warranty pursuant to the warranty clause of the Purchase Order begins to run, Hutchinson assigns to Owner any and all warranty rights that Hutchinson had with its manufacturers/subcontractors and Owner's sole avenue to enforce the manufacturer/subcontractor's guarantees and warranties for goods, equipment or materials covered under this Purchase Order shall be against the manufacturer/subcontractor, and Owner hereby waives any rights it may have against Hutchinson relating to said warranty.
18. **Change Orders** - There shall be no additions to or other modifications of the Purchase Order price, scope, terms or schedule except as set forth in this Purchase Order. If such changes become necessary, any alteration of the Purchase Order price, scope, terms or schedule shall be covered by a separate written change order. No amendment, modification or waiver of the terms of these Terms and Conditions shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound.
19. **Merger and Waiver** - These Terms and Conditions and any attached Exhibits or Addenda are the entire agreement between the parties with respect to the subject matter hereof, there being no prior or contemporaneous written or oral promises or representations not incorporated herein. The failure of either party to enforce at any time or for any period of time any of these provisions of this Purchase Order shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

20. **Applicable Law and Venue** - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in a court of law of the State of New Jersey or, at Hutchinson's sole option, through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The dispute resolution process used here shall be in addition to any rights and remedies available under applicable mechanic's lien laws or bond rights.
21. **Assignment** - This Purchase Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and designees; provided however, that Owner shall not have the right to transfer, assign or delegate its rights or obligations under this Purchase Order or any portion thereof without the prior written consent of an authorized representative of Hutchinson.
22. **Exclusions** - Hutchinson's Work does not include the following, unless specifically described in the scope of Work: any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems.
23. **Hazardous Materials** - Hutchinson's Work does not include the following: Identification; detection; abatement; encapsulation or removal of asbestos or any products or materials containing asbestos; or any other products or materials that are classified as hazardous. If such materials are encountered during performance of the Work, Hutchinson has the right to cease all Work until all appropriate safety and environmental measures have been taken, and it is safe in Hutchinson's judgment, to resume work.
24. **We do not include the following:** Any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems. Our work is based on having proper access to working area.
25. **Mold and Radon** - OWNER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES HUTCHINSON, HUTCHINSON'S AGENTS, HUTCHINSON'S EMPLOYEES, HUTCHINSON'S AGENTS AND SUBCONTRACTORS AND ANY OFFICER OR PARTNER OR ANY ONE OF THEM, AND ANY PERSON, FIRM OR CORPORATION, WHO MAY BE LIABLE BY OR THROUGH THEM FOR ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING PROPERTY DAMAGE AND PERSONAL INJURIES AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF RADON AND/OR MOLD IN ANY ROOM OR PORTION OF THE BUILDING AND OTHER IMPROVEMENTS WHICH ARE THE SUBJECT OF THIS AGREEMENT.
26. **Maintenance** - Owner should read the Manufacturer's Warranty Certificate as well as all Owner's Manual(s) for all equipment installed pursuant to this Purchase Order. Owner is responsible for proper operation and maintenance of the equipment provided by Hutchinson, including cleaning the condensate drain, the condenser, the evaporator coil, and cleaning and replacement of air filters. For an additional fee, Hutchinson can perform some or all of this maintenance for Owner.
27. **The content of this Purchase Order and any proposal related thereto is proprietary information generated by Hutchinson for use only by the Owner. Any other use than that described above is prohibited unless authorized in writing Hutchinson.**