



SMUD SAVINGS BY DESIGN OWNER INCENTIVE FORMS AND INSTRUCTIONS

Step 1: Letter of Interest

Notify SMUD of your intent to participate in the Savings By Design program by completing the **Letter of Interest**. Please note that early involvement is encouraged. If the architectural or engineering firms are unknown, leave their fields blank. Project information can be estimated.

Scan and e-mail to: savingsbydesign@smud.org or Fax to: 916-732-5229

SMUD will contact you to confirm receipt and discuss next steps. Please make sure the owners email and telephone number are correct.

Do not complete the application at this point

Step 2: Owner's Application

After you have worked with SMUD to optimize the efficiency of your project and settled on a likely final design, complete the **Owner's Application**.

Sign where indicated and mail copies with original signatures to:

Sacramento Municipal Utility District
Savings By Design, Mail Stop A-102
P.O. Box 15830
Sacramento, CA 95852-9908

A Savings By Design representative will approve the application and return a countersigned copy. Incentives are NOT reserved until the application is countersigned. Please review the terms and conditions carefully.

Please note: Savings By Design incentives are only available to applicants who allow SMUD staff to review current plans, specifications, calculations and other design basis documents while changes are still feasible. The availability of incentives is strongly impacted by the project design stage. Simply completing the letter of interest and application is not adequate to receive an incentive.

Step 3: Multi-Year Project Progress Report

Every year, supply SMUD with a copy of the attached annual progress report by March 31.

Step 4: Notice of Project Completion (*Payment Request*)

When your project is completed, notify SMUD with the enclosed **Notice of Project Completion**.



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
6201 S Street, Sacramento, CA 95817-1899

The Power To Do More.®

SMUD SAVINGS BY DESIGN LETTER OF INTEREST



OWNER INFORMATION

| | | | |
|------------|---------------------|--------------|-----------|
| OWNER NAME | | CONTACT NAME | PHONE NO. |
| ADDRESS | CITY/STATE/ZIP CODE | EMAIL | |

PROJECT INFORMATION

| | | | |
|---|------|-------------------|-----------------|
| PROJECT NAME | | | |
| PROJECT ADDRESS | CITY | BUILDING END USE | CONST. END DATE |
| PROJECT DESCRIPTION | | APPROX TOTAL (SF) | |
| DEVELOPMENT STAGE <input type="checkbox"/> Schematic Design _____% <input type="checkbox"/> Design Development _____% <input type="checkbox"/> Construction Documents _____ | | | |

ARCHITECTURAL FIRM

| | | |
|-----------------|----------------|--------------|
| COMPANY NAME | CONTACT NAME | PHONE NUMBER |
| COMPANY ADDRESS | CITY/STATE/ZIP | E-MAIL |

MECHANICAL ENGINEERING FIRM

| | | |
|--------------|----------------|--------------|
| COMPANY NAME | CONTACT NAME | PHONE NUMBER |
| ADDRESS | CITY/STATE/ZIP | E-MAIL |

ELECTRICAL ENGINEERING FIRM

| | | |
|--------------|----------------|--------------|
| COMPANY NAME | CONTACT NAME | PHONE NUMBER |
| ADDRESS | CITY/STATE/ZIP | E-MAIL |

OTHER (General Contractor, Consultant, etc.)

| | | |
|--------------|----------------|--------------|
| COMPANY NAME | CONTACT NAME | PHONE NUMBER |
| ADDRESS | CITY/STATE/ZIP | E-MAIL |

STATEMENT OF INTEREST

I would like to participate in the Savings By Design Program. I understand that Savings By Design is a statewide nonresidential new construction and renovation/remodel energy efficiency program. I am interested in improving the energy efficiency of my project using design assistance and financial incentives available through the program.

I agree to provide, or have my design team provide, required documentation, as requested. I am willing to consider efficiency recommendations that will improve the performance of my project significantly beyond Title 24 (or other baseline) requirements.

I understand that participation in the Savings By Design program is voluntary, and that I am under no obligation to modify the design or construction of my building based on resulting recommendations. I also understand that I will receive financial incentives only if I complete an Owner Application, my eligibility is established by the utility, the performance of my building meets program requirements, and then only after the energy efficiency strategies are installed and verified.

| | | |
|---------------------------|---|------|
| OWNER/DEVELOPER SIGNATURE | OWNER/DEVELOPER TITLE | DATE |
| SMUD Tracking No. | www.savingsbydesign.com www.smud.org savingsbydesign@smud.org | |



Has your project been reviewed by SMUD and an incentive estimated? If not, do not continue.

SAVINGS BY DESIGN OWNER APPLICATION



OWNER INFORMATION

| | | | |
|------------|-------------------------|--------------|-----------|
| OWNER NAME | | CONTACT NAME | PHONE NO. |
| ADDRESS | CITY / STATE / ZIP CODE | | E-MAIL |

PROJECT INFORMATION

| | | |
|-----------------|------------------------|---------------------------|
| PROJECT NAME | APPROX TOTAL AREA (SF) | CONST. START DATE |
| PROJECT ADDRESS | CITY | PROJECTED COMPLETION DATE |

INCENTIVE INFORMATION

Please consult with Savings By Design representative to estimate your incentive.

| SAVINGS BY DESIGN | BASIS OF INCENTIVE | ESTIMATED INCENTIVE |
|--|---|---------------------|
| Check All That Apply: <input type="checkbox"/> OWNER - WHOLE BUILDING INCENTIVE <input type="checkbox"/> OWNER - SYSTEM INCENTIVE <input type="checkbox"/> OWNER - LEED/CHPS REGISTRATION <input type="checkbox"/> OWNER - COMMISSIONING INCENTIVE <input type="checkbox"/> OWNER - M&V INCENTIVE | List of reports, correspondence, and calculations used to estimate incentive: | |

- Please consult with SMUD Savings By Design representative to estimate project incentives and enter the estimated incentive above.
- Savings By Design incentives are calculated using standard program forms and calculations considered part of this agreement when noted above. The documentation listed as the basis of the incentive is considered part of this contract. Deviation from the design described in the basis of incentive will impact the incentive amount.
- By signing below, you confirm receipt of the Terms And Conditions. (page 4 of 6)
(Owner/Developer)

| | | |
|-----------------------------|------------|------|
| APPLICANT (owner) SIGNATURE | PRINT NAME | DATE |
|-----------------------------|------------|------|

SMUD agrees to encumber **the above estimated incentive amount until 60 days after the projected completion date above** provided Applicant complies with project advancement documentation as outlined in the terms and conditions-multi year agreement. If Applicant fails to meet the project advancement schedule, Applicant may not receive proposed incentive or may receive proration of proposed incentive, the election of which shall be made by SMUD in its sole discretion. Funds are not reserved until this form is approved by SMUD.

| | | |
|---------------|------------|------|
| SMUD APPROVAL | PRINT NAME | DATE |
|---------------|------------|------|

SMUD USE ONLY

| | | |
|--------------------|--------------------|--------------|
| Encumbered SAP By: | Account/GL Number: | Tracking no: |
|--------------------|--------------------|--------------|

Approved Copy to Customer. Original Signed Application to SBD.

SAVINGS BY DESIGN OWNER APPLICATION



TERMS AND CONDITIONS:

This Agreement is entered into by Sacramento Municipal Utility District (hereafter referred to as "Utility") and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the Savings By Design Program ("Program") pursuant to the terms and conditions outlined herein and in the Savings By Design Program Documents ("Program Documents"). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2009-2011 Savings By Design Participant Handbook, which have been provided to the Owner. Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. **Funds will only be reserved upon Utility's execution of this Application.** This incentive offer is subject to the availability of authorized funds. This Agreement is valid for until 60 days after the projected completion date (pg 3 of 6). Utility will deliver an executed copy of this Agreement to the Owner after acceptance and execution by Utility. Utility reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. Utility reserves the right to modify or discontinue this Program without prior notice at its discretion. Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by a Savings By Design Program Representative.

ELIGIBILITY:

- To be eligible for incentives under this Program, Owner's project must be nonresidential new construction or renovation/remodel located within utility service territory.
- Owner must install the energy-efficient equipment or system(s) specified in the "basis of incentive" section of this agreement (the "Proposed Design") which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
- Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
- Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
- Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
- To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by other SMUD programs.

OWNER AGREES TO:

- Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- Provide Utility with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide Utility with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
- Provide manufacturer's specification sheets to Utility prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 75 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
- Accept as final authority, Utility's determination of the incentive amount.
- Allow Utility reasonable access to Owner's project site to inspect and verify installation and operation. Owner understands that said inspection and verification is not an electrical safety inspection.
- Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
- Owner shall indemnify, defend, and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with Owner's performance of this Agreement. Owner shall, at Utility request, provide a defense against any claim covered by this indemnity.
- In no instance shall Utility be liable for any incidental, special, or consequential damages as a result of this Agreement.
- Furthermore, Owner understands that Utility makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. Owner agrees not to make any such representations and warranties to third parties and agrees to indemnify Utility in the event said representation and warranties are made to third parties.
- Owner agrees that Utility will receive the energy benefit for which the Owner incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Owner agrees that if 1) Owner does not provide Utility with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if Owner's company stops using the equipment), Owner will return to Utility the prorated portion of the Owner Incentive dollars based on the actual period of time for which Owner provided the energy benefit.
- **Allow Utility to identify Owner's facility as a, "Savings By Design energy efficiency program participant".**

TAX LIABILITY:

Incentives may be taxable and will be reported by Utility to the IRS unless Owner qualifies under an exempt status. Utility will report the incentive as income to Owner on IRS Form 1099 unless Owner has established that they qualify for an exempt tax status as indicated on this Agreement. Owner is urged to consult a tax advisor concerning the taxability of incentives. Utility is not responsible for any taxes that may be imposed due to incentive payments.

SAVINGS BY DESIGN MULTI-YEAR AGREEMENT

- 1.0 Owner agrees to construct their facility according to the documents described in the Savings By Design Owner's Application Basis of Incentive.
- 2.0 Customer shall submit progress reports, no less than annually, by March 31st of each year showing:
 - 2.1 Milestones completed to date.
 - 2.2 An updated project schedule with the forecast project completion date, highlighting any delays in the schedule and providing reasons for the delays.
 - 2.3 Any change orders or planned changes that would affect individual energy efficiency measures or the overall energy efficiency of the building.
 - 2.4 In addition to the scheduled written updates, the project manager may request project updates at any time.
- 3.0 Owner shall be required to submit a second confirmation by September 31st for projects expected to be inspected and paid in the fourth quarter of that year. The second confirmation is required to be submitted to confirm that delays have not pushed the project into the next calendar year.
- 4.0 SMUD reserves the right to reencumber funding for projects that are delayed beyond the end of the calendar year provided that the program (Savings by Design) still exists and funds are available otherwise the funding shall be returned to the General Fund.
- 5.0 Program Incentives shall be revised for any project that is delayed and requires a new or updated permit. The program rules and Title 24 requirements in effect at the time of the new permit shall be used in calculating the new incentive.

UTILITY MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF UTILITY HAS AUTHORITY TO BIND UTILITY TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY SMUD.

By execution of this Agreement, Owner certifies that Owner meets all the program eligibility requirements and that the information supplied on this Agreement is true and correct. Owner certifies that Owner has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties prior to December 31, 2011.

I have reviewed and agree to the terms and conditions above

SIGNATURE

PRINT NAME

DATE



Do not complete this progress report unless:

You Have A SMUD Approved Savings By Design Owner Application.
Funds were reserved prior to December 31 of the previous calendar year.

SMUD SAVINGS BY DESIGN MULTI-YEAR AGREEMENT PROGRESS REPORT



DUE MARCH 31 FOR CURRENTLY ENCUMBERED PROJECTS

| | |
|--|--|
| Project Address | |
| Owner | |
| Projected Project Completion Date | |
| Most recent major structural/envelope milestones completed | Example: Pile driving completed, erection of structural steel, glazing installed, etc. |
| Most recent major mechanical milestones completed | Example: Installation of chillers, cooling towers, ductwork, etc. |
| Most recent major electrical milestones completed | Example: Transformers set, electrical panels installed, lighting installed, EMS commissioned, etc. |
| Scheduled completion dates of major structural/envelope components | |
| Scheduled completion dates of major mechanical equipment | |
| Scheduled completion dates of major electrical equipment | |
| Changes in project scope or specifications affecting energy consumption | |
| Owner/Developer Representative | <p>_____ PRINT NAME</p> <p>_____ SIGNATURE</p> <p>_____ DATE</p> |



Do not complete this form until the project is built and all energy consuming systems are installed and functional (NOTE: OCCUPANCY IS NOT REQUIRED)

SMUD SAVINGS BY DESIGN NOTICE OF PROJECT COMPLETION (PAYMENT REQUEST)



I certify that the project is completed and meets the requirements of the SMUD Savings By Design Program. I understand that the final incentive payment is subject to on-site verification by a SMUD representative.

APPLICANT SIGNATURE

DATE

INCENTIVE PAYMENT INFORMATION

| | | |
|-----------------|------------------|-----------|
| CHECK RECIPIENT | TAX ID NO. | PHONE NO. |
| ADDRESS | CITY, STATE, ZIP | ATTN: |

SMUD USE ONLY

| | |
|--------------------|------|
| SMUD INSPECTION BY | DATE |
| TRACKING NO | |
| FINAL INCENTIVE | |
| KW SAVINGS | |
| KWH SAVINGS | |

SMUD PAYMENT APPROVAL: _____ DATE: _____

| CO. | POST KEYS | DESCRIPTION | AMOUNT | GLACCOUNT | ORDER |
|-----|-----------|-------------|--------|-----------|-------|
| | | | | | |
| | | | | | |
| | | | | | |

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