



DESIGN.  
BUILD.  
SAVE.

# BLUEPRINT FOR SAVINGS

Commercial New Construction Energy Efficiency Program

**PROGRAM FORMS & INSTRUCTIONS**

FISCAL YEAR **2019 - 2020**



San Francisco  
**Water  
Power  
Sewer**

Services of the San Francisco  
Public Utilities Commission

**BLUEPRINT  
FOR SAVINGS**

DESIGN. BUILD. SAVE.

# HOW TO APPLY

## Step 1: Contact SFPUC

Contact the SFPUC for an initial screening to confirm that your new construction project meets the Blueprint for Savings minimum qualifications. Call the Blueprint for Savings Program at 415-551-4623 or email [SaveEnergy@sfgov.org](mailto:SaveEnergy@sfgov.org). Program documents are on-line at [sfgov.org/SaveEnergy](http://sfgov.org/SaveEnergy).

Please refer to the Blueprint for Savings Program Handbook for rules and guidelines of participation and definitions of capitalized terms.

## Step 2: Review and Sign Enrollment Agreement

To enroll in the Blueprint for Savings Program and to receive optional, no-cost Design Assistance services (if the project qualifies), complete and return the Enrollment Agreement. Early involvement is encouraged.

Scan the completed and signed Enrollment Agreement and e-mail to: [SaveEnergy@sfgov.org](mailto:SaveEnergy@sfgov.org). A Blueprint for Savings Program Representative will contact you to confirm receipt and discuss next steps. For questions, please contact us at 415-551-4623 or by email at [SaveEnergy@sfgov.org](mailto:SaveEnergy@sfgov.org).

## Step 3: Review and Sign Owner (and Design Team, if applicable) Application & Incentive Agreement

After you have finalized the selection of your energy efficiency measures and your design, contact Blueprint for Savings staff who can work with you and assist you as you complete, sign, and return the Owner Application and Incentive Agreement along with the Project Summary & Incentive Calculator and supporting documents. If applying for a Design Team Incentive, submit the Design Team application with your application package.

When the application(s) and energy savings estimates are approved, the SFPUC will provide a Reservation Notice indicating the Estimated Incentive Amounts and the Reservation Date. The Estimated Incentive is reserved for a maximum reservation period of 48 months from the Reservation Date.

## Step 4: Submit Multi-Year Agreement Progress Report

In order to maintain reserved Project Incentive funds, every year in May, no later than May 31st, the Owner submits a Multi-Year Agreement Progress Report. Failure to submit an acceptable report may result in cancellation of the reserved Incentive and the Owner Incentive Agreement.

## Step 5: Notify of Project Completion & Payment Request

When the Project is completed, notify the Blueprint for Savings program by submitting the Notice of Project Completion along with the required supporting documents.

Contact Blueprint for Savings at 415-551-4623  
or by email at [SaveEnergy@sfgov.org](mailto:SaveEnergy@sfgov.org)

# BLUEPRINT FOR SAVINGS Energy Efficiency Program Enrollment Agreement

Complete, sign, and email this program enrollment form to [SaveEnergy@sfwater.org](mailto:SaveEnergy@sfwater.org). A Blueprint for Savings Program Representative will contact you to confirm receipt and discuss next steps.

For questions or assistance, contact the Blueprint for Savings team at 415-551-4623 or at [SaveEnergy@sfwater.org](mailto:SaveEnergy@sfwater.org)

## OWNER INFORMATION

Hetch Hetchy Customer Name	Customer Contact Name & Title			Phone Number
Contact Address	City	State	Zip Code	E-Mail

## PROJECT INFORMATION

Provide project information below. Provide estimates where necessary.

Project Name		Approximate Total Building Area (sf)	Estimated Construction Permit Issuance Date
Project Site Address	City	Zip code	Estimated Construction Complete date

Project Description / Building Type / End-use

Design Stage:  Schematic Design \_\_\_\_ %     Design Development \_\_\_\_ %     Construction Documents \_\_\_\_ %

## OWNER'S DESIGN TEAM

Enter architect and engineering firm information below. If the firms are not yet determined, leave those fields blank.

### ARCHITECTURAL FIRM

Company Name	Contact Name	Phone Number
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 (Specify)

Company Name	Contact Name	Phone Number
Address	City/State/Zip	E-Mail

**SFPUC ELECTRIC SERVICE ACCOUNT STATUS**

Check one: (Permanent SFPUC, Hetch Hetchy Power electric service accounts only. Temporary Accounts do not apply.)

The New Construction Project has an Electric Service Agreement. Account # \_\_\_\_\_

The New Construction Project has submitted an application for Electric Service and an Electric Service Agreement is pending. (Design Assistance is offered only when the Project's Electric Service Agreement is in place.)

Electric Service, Project Name \_\_\_\_\_ Service Address \_\_\_\_\_

**STATEMENT OF INTEREST**

**I, the undersigned confirm and agree as follows:**

1. I have read and understand all program documents including the SFPUC Blueprint for Savings Program Participant Handbook ("Handbook") and I would like to participate in the Blueprint for Savings Program, and the undersigned is duly authorized to execute this Agreement
2. I am interested in improving the energy efficiency of my building to be at least 10% better than the California building energy code (Title 24, Part 6). My project meets all program enrollment eligibility requirements and I will provide all Project documentation as required by the Handbook, and agree to all other applicable requirements as set forth in the Handbook.
3. By submitting this Enrollment Agreement, I attest that I have executed an Electric Service Agreement with the SFPUC or have submitted an application to the SFPUC for Hetch Hetchy Power electricity service for the New Construction Project.
4. I understand that participation in the Blueprint for Savings Program is voluntary, and that I am under no obligation to accept Design Assistance offered under this Program, or to modify the design or construction of my building based on program-offered design assistance or recommendations.
5. **SFPUC'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT, NOR SHALL OWNER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. OWNER IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT. SFPUC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROJECT, THE BLUEPRINT FOR SAVINGS PROGRAM, OR THE INCENTIVES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED.**
6. I agree to indemnify, defend, and hold harmless the City, its officials, managers, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from (i) injury to or death of any person, (ii) injury to property or any other interests of the City, Owner, or any third party, (iii) violation of any law or regulation, or (iv) energy savings shortfall, arising from or in any way connected to the Project, however caused and regardless of any strict liability or negligence of City.
7. I also understand that the Owner and Design Team Incentives are available only if I complete an Owner Application and Incentive Agreement, eligibility is established by the SFPUC, the Project is installed and verified, and the Project is in compliance with all Blueprint for Savings Program rules and requirements.

Owner Signature	Owner Title	Date
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SFPUC USE ONLY		
Application Received Date:	Blueprint Project No.:	Electric Account No.:
Program Eligibility Verified by (name) / date:		Application Approved by (name) / date:

# BLUEPRINT FOR SAVINGS Energy Efficiency Program Owner Application & Incentive Agreement

Contact Blueprint for Savings staff for assistance with compiling the application package at 415-551-4623, or by email at [SaveEnergy@sfwater.org](mailto:SaveEnergy@sfwater.org).

## OWNER INFORMATION

Hetch Hetchy Customer Name	Customer Contact Name	Title
Street Address	City	Zip Code
Contact email	Phone Number	

## NEW CONSTRUCTION PROJECT INFORMATION

Project Name	Approx. total area (sf)	Construction start date
Project Site Address	City	Zip Code
		Projected completion date:

## INCENTIVE INFORMATION

Please consult with a Blueprint for Savings representative for assistance with estimating your incentive.

Enter below the estimated incentive amounts from your Project Summary & Incentive Calculator. Check all incentives that apply.

### Owner Incentive

OWNER Whole Building Incentives:

Electricity Savings kWh Incentive: \$ \_\_\_\_\_

Peak Demand Reduction kW Incentive: \$ \_\_\_\_\_

OWNER End Use Monitoring Incentive: \$ \_\_\_\_\_

**Total Owner Incentive:** \$ \_\_\_\_\_

Check the box below if the project is applying for a Design Team Incentive and submit the Design Team application along with your application package.

### Design Team Incentive

Design Team Incentive: \$ \_\_\_\_\_

By checking the Design Team box above, Owner authorizes payment of the Design Team Incentive requested for this project.

### Design Team Leader

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

## OWNER'S ELECTRIC ACCOUNT STATUS

Check one:

The New Construction Project has an Electric Service Agreement with SFPUC. Account # \_\_\_\_\_

Owner's Electric Service Agreement with SFPUC for the New Construction Project is pending.  
Failure to execute an Electric Service Agreement with the SFPUC within 90 days following the Reservation Date may result in cancellation of the reserved Incentive and Owner's Incentive Agreement.

**SFPUC BLUEPRINT FOR SAVINGS PROGRAM**

**Owner Application & Incentive Agreement (continued)**

By signing below, I confirm I have read and agree to the Blueprint for Savings Handbook and all Terms and Conditions including the OWNER INCENTIVE AGREEMENT TERMS AND CONDITIONS attached hereto. I further certify that all information provided is true and correct, and acknowledge that information found to be false or misleading is grounds to void the Owner Incentive Agreement and reject or cancel the Incentive reservation.

Owner Name (Print Signatories Name)	Title
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Owners Signature	Date
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SFPUC will review the Owner Application & Incentive Agreement, the Project Summary & Incentive Calculator and Supporting Documentation for completeness, accuracy and compliance with Program rules and guidelines. Applications will be evaluated in the order in which they were received, and incentive funding will be reserved for Projects based upon the date of application approval by the SFPUC, subject to available program funds. Upon the SFPUC’s approval and issuance of a Reservation Notice, the Estimated Incentive funds will be reserved. Projects must be complete with the Notice of Project Completion & Payment Request submitted to the SFPUC within 48 months from the Reservation Date. Enrollment and funding is subject to modification based upon the submission of Multi-Year Agreement Progress Reports each year in the month of May until Project Completion. If Applicant fails to meet the project schedule, or deviates from the Project Summary & Incentive Calculator submitted with this Owners Application & Incentive Agreement, the Estimated Incentive Amount may be reduced or canceled. This Owner Incentive Agreement will have no force or effect unless and until the SFPUC countersigns below.

**CITY AND COUNTY OF SAN FRANCISCO  
BLUEPRINT FOR SAVINGS Energy Efficiency Program  
OWNER INCENTIVE AGREEMENT  
TERMS AND CONDITIONS**

1. The City and County of San Francisco, acting by and through its Public Utilities Commission (“City”), and the Owner (as specified herein) enter into this Agreement for participation in the Blueprint for Savings (“BLUEPRINT FOR SAVINGS”) Program for new commercial building projects pursuant to these Terms and Conditions and (1) the Blueprint for Savings Program Participant Handbook; (2) the Owner Application for the Project, and (3) the Reservation Notice, which are hereby incorporated by reference as if fully set forth herein (“Program Documents”). All capitalized terms shall have the meaning set forth in the BLUEPRINT FOR SAVINGS Handbook.
2. The Owner of the Project submits this Owner Application & Incentive Agreement to the City, and agrees to implement the Project described in the Incentive Information portion of the Owner Application consistent with the Program Documents. Owner acknowledges that its participation in the BLUEPRINT FOR SAVINGS Program is voluntary, and it is under no obligation to accept Design Assistance or implement any recommendations, comments, or measures stemming from the Design Assistance process. Owner further acknowledges that any changes made to the design or construction of the Project is based on Owner’s independent review, analysis and decision-making and not in reliance on the recommendations of the City.
3. Funding for this Program is limited and subject to the budgeting and fiscal provisions of the City’s Charter. The City reserves the right to modify or discontinue this Blueprint for Savings Program and/or this Agreement without prior notice and at its sole discretion.
4. Funding is available on a first-come-first served basis for qualified applicants and is subject to the availability of funds. Incentives will be reserved only upon the City’s approval and execution of this Owner

Incentive Agreement and in accordance with the Program Documents. Half of the Design Team Incentive is payable upon SFPUC's issuance of a Reservation Notice; otherwise, payment of BLUEPRINT FOR SAVINGS Incentives will be made only after all Program requirements are met and upon verification of installation by the City. The City reserves the right to modify or cancel the BLUEPRINT FOR SAVINGS Incentive Payment if the actual construction of the Project differs from the design contained in this Application, the Project fails the City inspection and verification, or for any other failure to comply with the Program Documents.

5. These Terms and Conditions apply from the Reservation Date until the fifth annual anniversary of the date on which the City issues an Owner's Incentive Payment to the Owner.
6. Owner agrees to:
  - A. At his/her own expense, obtain and maintain all licenses and permits needed to perform work on the Project and for operation of the Project at the project site.
  - B. Provide prior written notification to the City of any material change in the nature or scope of the Project. Owner understands and acknowledges any such change may result in disqualification of the Project for the Blueprint for Savings Program and cancellation of this Agreement.
  - C. Cooperate in good faith with any evaluation or verification activities required by the City. Owner shall provide City and its representatives and agents, reasonable access to Owner's Project Site to verify installation and operation. Owner understands that such verification is not an electrical safety or building permit inspection.
  - D. Prior to the payment of any Incentive, provide the City with all documentation reasonably necessary for verification of installation and performance of the Project, including but not limited to, manufacturer's specification sheets and vendor and construction invoices.
  - E. Undertake, in good faith and with due diligence, the construction of the Project, consistent with Program Documents, and all applicable laws, regulations, codes, and standards. Owner understands that s/he, and any third parties involved with the Project, are not performing any work for, on behalf of, or at the direction of, the City, and are not authorized to make any representations on behalf of the City.
  - F. Accept as final authority, the City's determination of the BLUEPRINT FOR SAVINGS Incentive amount.
  - G. Provide the City the right to claim and report benefits, credits, allowances, or any other right resulting from the energy savings and avoided emissions associated with the Project for the purpose of compliance with any local, state, federal, or international program governing environmental attributes ("Benefits"), 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 City with 100 percent of the related Benefits for which the BLUEPRINT FOR SAVINGS Incentive is paid, for a period of five years from the receipt of the incentive, or 2) the energy benefit to City ceases (for example, if Owner's company stops using the equipment), Owner will return to City the prorated portion of the Owner Incentive dollars based on the actual period of time for which Owner provided the Benefit.
  - H. If City electricity service to the New Construction Project is terminated through no fault of the SFPUC within five (5) years of the date of the BLUEPRINT FOR SAVINGS Incentive Payment, Owner will return to the City the prorated portion of the Owner Incentive dollars based on the actual period of time that the New Construction Project was a City electricity customer.
  - I. Include this Agreement as part of the property sale or rental agreement if the Project Site is sold or rented.
7. Incentives may be taxable and will be reported by the City 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 indicated that it qualifies for an exempt tax status as indicated on the Application.
8. Owner shall indemnify, protect, and hold harmless City, the SFPUC and its, officers, employees, and agents from and against any and all and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Owner; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation; (iv) strict liability imposed by any law or regulation; (v) infringement of patent rights, copyright, trade secret or any other proprietary right or

trademark, and all other intellectual property claims; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Owner’s performance of this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City. Owner shall, at the City’s request, provide a defense against any claim covered by this indemnity.

The City’s obligations under these Terms and Conditions shall be limited to the BLUEPRINT FOR SAVINGS Incentive Payment. In no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement.

9. CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE DESIGN ASSISTANCE, OR CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN OR THE BENEFITS TO BE DERIVED FROM THE DESIGN ASSISTANCE, OR INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION **AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED. SFPUC’S AND/OR ITS CONSULTANTS’ REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT OR ANY ENERGY EFFICIENCY MEASURES ("EEMs") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL OWNER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. OWNER IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT AND EEMs.**

10. Except as otherwise specified in the Program Handbook, Owner represents and warrants that it has not applied, and will not apply, for or receive incentives offered by any other local or state authority or utility for measures covered under this Agreement.

By executing this Agreement, the Owner certifies that (i) it has read and understood these Terms and Conditions and the BLUEPRINT FOR SAVINGS Program Handbook, (ii) it and the Project meet all of the BLUEPRINT FOR SAVINGS Program eligibility requirements, (iii) the information provided by the Owner and its representatives to the City in connection with the BLUEPRINT FOR SAVINGS Program, including the description of the Project set forth in the Application Documents, is true and correct, and (iv) the undersigned is duly authorized to execute this Agreement.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE:

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SFPUC USE ONLY		
Application & Agreement Received Date:	Blueprint Project No.:	Electric Account No.:
Eligibility & Technical Compliance Verified by (name) / date:		Application Approved by (name) / date:



## Owner Application Package Checklist

Upload the following required documents to the secure file transfer folder provided for your project:

- Owner Application & Incentive Agreement form, signed and scanned
- Owners IRS W-9 form, available at [www.irs.gov](http://www.irs.gov) found under Forms and Instructions.
- Project Summary & Incentive Calculator document (Excel file), with supporting documentation:
  - o Title 24 Compliance Energy Model. All model files should be from a program approved by the CEC. For more info, see: <http://www.energy.ca.gov/title24/2016standards/>
  - o Title 24 Compliance Energy Model input and output files that reflect the building systems in the design documents
  - o All Title 24 forms and documents required for submission to the City's Department of Building Inspection (or other authority having jurisdiction) for permit approval (Provide drafts if prior to permit application, and submit finalized forms and documents when they become available)
  - o Architectural Plans
  - o Mechanical Plans
  - o Mechanical Equipment Schedules
  - o Electrical Plans
  - o Lighting Plans
  - o Lighting Fixture Schedule
  - o Plumbing Equipment Schedule
- Documentation submission log (as described in program handbook section 6.1) for the Project Summary & Incentive Calculator and its supporting documentation

If applying for a **Design Team Incentive**, include the following:

- Design Team Incentive Application and Agreement
- Design Team Leader IRS W-9 form

If applying for an **End Use Monitoring Incentive**, include the following:

- List of all whole-building energy sources used by the building.
- List of any individual energy end uses that represent 10% or more of the total annual consumption of the building.
- An End Use Monitoring Plan describing how the metering equipment will be installed and operated to be able to separately monitor and record lighting, HVAC, process, and plug loads.

If the application includes **Non-Title 24/Exceptional Measures**:

- Obtain preapproval of all Non-Title 24 Measures/Exceptional Measures from the Blueprint for Savings Program.
- Submit Non-Title 24 Measures/Exceptional Measures report as outlined in the program handbook.

Questions?

Contact Blueprint for Savings at 415-551-4623, or by email at [SaveEnergy@sfwater.org](mailto:SaveEnergy@sfwater.org).

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# BLUEPRINT FOR SAVINGS Energy Efficiency Program Design Team Application & Incentive Agreement

For assistance contact Blueprint for Savings staff at 415-551-4623, or by Email at [SaveEnergy@sfwater.org](mailto:SaveEnergy@sfwater.org).

## DESIGN TEAM LEADER INFORMATION

Design Team Leader, Firm Name	Contact Name	Contact Title	
Street Address	City	State	Zip Code
Contact email	Design Role (Arch, Mech, Elec, etc.)	Phone Number	

## NEW CONSTRUCTION PROJECT INFORMATION

Project Name	Project I.D. #		
Project Address	City	State	Zip

## DESIGN TEAM MEMBERS' CONSENT

By signing below, the Design Team Members consent to the Design Team Leader's application for Design Team Incentives for the Blueprint for Savings Program. It is understood and agreed that any incentive paid will be paid to the Design Team Leader and that SFPUC bears no responsibility for the apportionment of the incentive payment. The Design Team acknowledges that the SFPUC's review of the Project or any energy-efficiency measure ("EEM") or analysis of the energy efficiency of any aspect of the building design is in any way a representation by SFPUC as to the economic or technical feasibility, operational capability, or reliability of the Project, the building design, or any of the EEMs.

Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	
Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	
Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	

Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	
Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	
Design Team Member, Contact Name	Contact Title		
Company Name	Design Role (Arch, Mech, Elect, Etc.)	Phone Number	
Address	City	State	Zip Code
Signature	Date	Email	

City and County of San Francisco  
**BLUEPRINT FOR SAVINGS Energy Efficiency Program**  
**DESIGN TEAM INCENTIVE AGREEMENT**  
**TERMS AND CONDITIONS**

- 1) The City and County of San Francisco (“City”), acting by and through its Public Utilities Commission (“SFPUC”), and the Design Team Leader (“Applicant”) enter into this Agreement for participation in the City’s Blueprint for Savings (“Blueprint for Savings”) Program for new commercial building projects pursuant to these Terms and Conditions and (1) the Blueprint for Savings Handbook, (2) the Owner Application and Project Summary & Incentive Calculator, and (3) the Reservation Notice, which are hereby incorporated by reference as if fully set forth herein. (“Program Documents”). All capitalized terms shall have the meaning set forth in the Blueprint for Savings Handbook.
- 2) The Applicant agrees as follows:
  - A. It has read these Terms and Conditions and the Program Documents and agrees to comply with all of the applicable requirements of the Blueprint for Savings Program.
  - B. Participation in the Blueprint for Savings Program is voluntary, and the Design Team is under no obligation to accept Design Assistance or implement any recommendations, comments, or measures stemming from the Design Assistance process.
  - C. Funding for this Program is limited and subject to the budgeting and fiscal provisions of the City’s Charter. The SFPUC reserves the right to modify or discontinue this Blueprint for Savings Program and/or this Agreement without prior notice and at its sole discretion.
  - D. Funding is available on a first-come-first served basis for qualified applicants and is subject to the availability of funds. Incentives will be reserved only upon the SFPUC’s approval and execution of this Application and in accordance with the Program Documents. Payment of Blueprint for Savings Incentives will be made only after all Program requirements are met. Final payment of Incentives will be made only and upon verification of installation of EEMs by the SFPUC. The SFPUC reserves the right to modify or cancel the Blueprint for Savings Incentive Payment if the actual construction of the Project differs from the design proposed in this Application, the Project fails the SFPUC inspection, or for any other failure to comply with the Program Documents.
  - E. The City’s determination of the final Blueprint for Savings Incentive amount is final and not subject to appeal or challenge.
  - F. The Initial Design Team Incentive payment will be paid upon SFPUC issuance of the Reservation notice

for the Project. Initial Payment will be one half of the Design Team Incentive estimate listed on the Reservation Notice. The Final Design Team Incentive will be paid based on the amount specified in the "Notice of Project Completion (Payment Request)" Form. Any modification to the final construction that results in changes in the estimated energy performance of the building may result in a lower incentive payment.

G. Applicant has not applied for, and will not apply for or receive incentives offered by any other local or state authority or utility for measures covered under this Agreement.

- 3) Incentives may be taxable and will be reported by the SFPUC to the IRS unless Applicant qualifies for exempt status. The SFPUC will report the incentive as income to Applicant on IRS Form 1099 unless Applicant has established that it qualifies for an exemption as indicated on the application.
- 4) Applicant shall indemnify, protect, and hold harmless City, the SFPUC and its officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or the Design Team members; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation; (iv) strict liability imposed by any law or regulation; (v) infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from the Design Team's performance of this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City. Applicant shall, at the City's request, provide a defense against any claim covered by this indemnity.

The City's obligations under these Terms and Conditions shall be limited to the free Design Assistance and the Blueprint for Savings Incentive Payment. In no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement.

- 5) **CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE DESIGN ASSISTANCE, PROJECT, OR CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN OR THE BENEFITS TO BE DERIVED FROM THE DESIGN ASSISTANCE, PROJECT, OR INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED. SFPUC'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT OR ANY ENERGY EFFICIENCY MEASURES ("EEMs") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL APPLICANT, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY.**
- 6) By executing this Agreement, Applicant certifies that (i) it has read and understood these Terms and Conditions and the Program Documents, (ii) it meets all of the Blueprint for Savings Program eligibility requirements, (iii) the information contained in this Design Team Application and provided to the SFPUC in connection with the Application, is true and correct, and (iv) the undersigned is duly authorized to execute this Agreement.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE:

DESIGN TEAM LEADER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SFPUC USE ONLY		
Application & Agreement Received Date:	Blueprint Project No.:	Electric Account No.:
Eligibility & Technical Compliance Verified by (name) / date:		Application Approved by (name) / date:

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# BLUEPRINT FOR SAVINGS Energy Efficiency Program Multi-Year Agreement Progress Report

Submit this report each year in May, no later than May 31st. Failure to submit may result in cancellation of the Incentive Reservation.

This Report must be submitted in the month of May each year prior to Project Completion by all Projects that have a signed Incentive Agreement and Reservation Date that is six months or older. Include notification of any reasonably known or suspected conditions which may affect the Project's estimated completion date set forth in the Incentive Application:

1. Provide the current estimated completion date.
2. Report any change that may affect the Project's compliance with the Project Summary & Incentive Calculator, planned changes that would affect individual energy efficiency measures or the overall energy efficiency of the New Construction Project, and any changes that affect eligibility for the BLUEPRINT FOR SAVINGS Program or for the Estimated Incentive Amount.

Estimated Incentive Amounts and fund reservations are subject to revision if the Project can no longer meet the Program rules and requirements.

<b>Project I.D. Number</b>	
<b>Project Name</b>	
<b>Project Site Address</b>	
<b>Project Owner Business Name</b>	
<b>Project Owner Contact Name</b>	
<b>1. Estimated Construction Completion Date:</b>	
<b>2. Are there any significant changes in design construction, or eligibility?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.	
<b>Owner Representative</b>	Signature: _____  Print Name: _____  Title: _____  Date: _____

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# BLUEPRINT FOR SAVINGS Energy Efficiency Program Notice of Project Completion & Payment Request

I certify that the project is completed and meets the requirements of the SFPUC Blueprint for Savings Program and hereby request payment of all incentives listed in the Owner Application. I understand that the final incentive payment is subject to verification of the as constructed project by review of documentation, and/or on-site verification by a SFPUC representative.

Final construction  complies with, or  deviates from the Project Summary & Incentive Calculator, Basis of Incentive and the Incentive estimate listed in the Incentive Agreement. Documentation required for the Project Payment and Completion Phase as noted in Handbook Section 6 is hereby attached. Owner and Design Team Information below must match Incentive Agreements.

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## PROJECT NAME & PROJECT ID NUMBER

Project Name	Project ID number
Project Site Address	Project Completion Date

## REQUESTED OWNER INCENTIVE

ESTIMATED INCENTIVE AMOUNT (From Reservation Notice)

PAYMENT ESTIMATE:     kWh Savings \$ \_\_\_\_\_     kW Demand \$ \_\_\_\_\_     End Use Mon. \$ \_\_\_\_\_

### FINAL PAYMENT REQUEST (As Constructed Conditions)

AS CONSTRUCTED:     kWh Savings \$ \_\_\_\_\_     kW Demand \$ \_\_\_\_\_     End Use Mon. \$ \_\_\_\_\_

## REQUESTED DESIGN TEAM INCENTIVE (Payment to Design Team Leader Only)

(A) FINAL INCENTIVE AMOUNT (33% of As Constructed kWh and kW)  \$ _____	(B) INITIAL PAYMENT RECEIVED  \$ _____	FINAL PAYMENT REQUEST  (A - B) \$ _____
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## SFPUC USE ONLY

Payment Request Received Date:	Blueprint Project No.:	Electric Account No.:
<u>Owner Incentive Payment:</u>		
kWh Savings \$ _____     kW Demand \$ _____     End Use Mon. \$ _____     TOTAL AUTHORIZED PAYMENT: \$ _____		
<u>Design Team Incentive Balance Payment:</u>		
Final kWh Incentive: \$ _____     Final kW Demand Incentive \$ _____		
Total Design Team Incentive \$ _____     Earlier Payment \$ _____     TOTAL AUTHORIZED BALANCE PAYMENT: \$ _____		
Final kWh Electric Savings:	Final kW Demand Reduction:	
Eligibility & Technical Compliance Verified by (name) / date:	Payment Request Approved by (name) / date:	

## Payment Request Checklist

Upload the following required documents to the secure file transfer folder provided for your project:

- Notice of Project Completion & Payment Request Form
- Current Owner and Design Team Leader IRS W-9 forms, available at [www.irs.gov](http://www.irs.gov), located under Forms and Instructions (submit if up-to-date forms are not already on file with the City)
- Complete set of up-to-date project Plans
- Finalized Title 24 forms and documents as approved by the Building Department, including the building permit number
- For all Non-Title 24 Measures / Exceptional Measures, the following as-built information:
  - Equipment nameplate data
  - Expected equipment operating schedule
  - Sequence of operation for the equipment
- If the application includes an End Use Monitoring Incentive, include the following:
  - Design documents, reports, and/or invoices that reflect the end use metering installation and connection to the Energy Management System (EMS)
  - Screenshot that shows the meters are connected to the EMS
- If necessary, deviation report document and Project Summary & Incentive Calculator: If Notice of Project Completion denotes that final construction deviates from the Project Summary & Incentive Calculator, provide a deviation report document: listing all measures in the Project Summary & Incentive Calculator not constructed as planned and a description of the deviation(s) from the Project Summary & Incentive Calculator. Provide Project Summary & Incentive Calculator as-built revisions, as required to conform to the deviations noted in the deviation report. (Revisions shall be clearly tracked and discernable.)

A program representative will contact you to schedule a site visit. The Blueprint for Savings incentive will be paid based on the final building design if the final calculated amount is lower than the original.