

Commercial New Construction Energy Efficiency Program For projects less than 50,000 square feet

PROGRAM FORMS & INSTRUCTIONS FISCAL YEAR 2019 - 2020





HOW TO APPLY

Modeling for Savings offers energy efficiency financial incentives to Hetch Hetchy Power electric customers with non-residential new construction and renovation projects that are less than 50,000 square feet. Projects greater than 50,000 square feet should apply to the Blueprint for Savings Program. To be eligible, projects must be commercial, industrial, or municipal enterprise electric rate accounts. Projects must comply with California's Building Energy Efficiency Standards (Title 24, Part 6) utilizing the Performance Approach, and exceed those standards by at least 10%. See the Program Handbook for complete rules and guidelines.

Step 1: Contact Program Staff

The SFPUC welcomes all eligible participants to consult with the Modeling for Savings program staff about program rules, and to help ensure submissions are complete and acceptable. Contact Modeling for Savings at 415-551-4623 or by email at <u>SaveEnergy@sfwater.org</u>.

Refer to the Modeling for Savings Program Handbook for rules and guidelines of participation. Program documents are on-line at <u>sfwater.org/SaveEnergy</u>.

Step 2: Submit the Program Application

Upon obtaining your building permit, upload your Application and supporting documentation to the secure file transfer website. We invite you to work with the Modeling for Savings staff to help complete your Application. Program staff will contact you to confirm receipt. Please note that applications must be submitted no later than 120 days after the permit date.

When the Application is approved, the SFPUC will provide a Reservation Notice for the project's estimated Incentive, including both a Modeling Incentive and an Energy Savings Incentive.

The Modeling Incentive of \$4,500 is paid within 60 days either from the Reservation Date, or from the date of full execution of the Project's Electric Service Agreement if later than the Reservation Date.

Projects must be complete within 48 months from the Reservation Date.

Step 3: Submit the Notice of Project Completion to Request Payment

When the Project is completed, submit the Notice of Project Completion along with its required supporting documents.

When approved, the SFPUC will pay the Energy Savings Incentive according to the as-constructed Title 24 electric energy savings and project compliance margin.

MODELING FOR SAVINGS Energy Efficiency Program

Application Form

When you are ready to apply to the Modeling for Savings program, contact the Modeling for Savings team at 415-551-4623 or at <u>SaveEnergy@sfwater.org</u> for instructions on uploading your Application and supporting documentation to a secure file transfer website.

Complete and sign this program Application form, which includes the below Terms and Conditions, and assemble your electronic files.

A Modeling for Savings Program Representative will contact you to confirm its receipt.

For questions or assistance, contact the Modeling for Savings team at 415-551-4623 or at SaveEnergy@sfwater.org

CUSTOMER INFORMATION						
Hetch Hetchy Customer Name		Customer Contact Name			Customer Contact Title	
Mailing Address		City		State	Zip Co	ode
Contact email		Phone Number			Tax S Exemp	tatus (Exempt or Non- t)
AS-PERMITTED: NEW CONSTRUCTION PRO	OJE	CT INFORMATION				
Project Name			Ар	prox. total are	ea (sf)	Construction start date
Project Site Address	City		Zip Code			Estimated Projected completion date:
Project Design Firm	Phone Number		Building Permit / Job Number		/ Job	Permit Date
Project Description / Building Type / End-use						
Title 24 Compliance Software Simulation Tools The building performance and its Title 24 comp Method (ACM) using the following current Calif- compliance measures (Enter the software tool	pliar orni	a Energy Commission-a	appr	oved software		
Program Name:				Versi	on:	

Title 24 Building Performance & Estimated Energy Savings:
1. Title 24 Compliance Margin (percent) (%)
The Title 24 Compliance Margin is the percent difference between the Project's Proposed Design energy use, and the Title 24 Standard Design's energy use, both measured in time dependent valuation (TDV) units of energy. Insert the "Percent Better than Standard Design" figure directly from the Title 24 compliance modeling software output file NRCC-PRF-01-E, "Table B. Compliance Results for Performance Components." The Compliance Margin (%) must be at least 10% for the Project to be eligible for Modeling for Savings incentives. In addition, the Compliance Margin percentage is used to establish the Program's \$/kWh incentive rate for the Project, ranging from \$0.10 to a maximum of \$0.30. Non-Title 24 Measures / Exceptional Measures are not included in the Compliance Margin when evaluating eligibility or setting the incentive rate.
2. Electric Energy Savings Estimate
Insert the following information directly from the Project's Title 24 Compliance modeling software output file NRCC- PRF-01-E, Table U Energy Use Summary. Note that while the software may report outputs for electricity in megawatt- hours [MWh], this application requires that it be reported in kilowatt-hours [kWh].
A. Title 24 Electric Energy Use Baseline Allowance (kWh) kWh/yr.
(Insert the Project's "Total Annual Baseline" for Title 24 Standard Design, in kWh/yr.)
B. Title 24 Proposed Design Electricity Use (kWh) kWh/yr.
(Insert the Project's "Total Annual Proposed" Title 24 energy budget, in kWh/yr.)
C. Proposed Title 24 Electricity Savings (C = A – B), in kWh/yr kWh/yr.
ENERGY SAVINGS INCENTIVE
Calculate and enter the estimated Energy Savings Incentive amount for your Project:
Insert from above, 1. Title 24 Compliance Margin (%), and 2.C. Proposed Title 24 Electricity Savings, to calculate the Estimated Energy Savings Incentive amount:
\$1.00 x (Compliance Margin%) x (Electricity Savings kWh) = \$
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. (Incentive payments are issued only when the Project's Electric Service Agreement is in place.)
Electric Service, Project Name Project Address

APPLICATION TERMS AND CONDITIONS

- 1. The City and County of San Francisco, acting by and through its Public Utilities Commission ("City") upon issuance of the Reservation Notice, and the Customer (as specified herein) upon execution below, enter into this Agreement for participation in the Modeling for Savings ("MODELING FOR SAVINGS") Program pursuant to (1) this Customer Application for the New Construction Project including these Terms and Conditions and the Application's submitted supportive documentation; and (2) the Modeling for Savings Program Handbook; and (3) the Reservation Notice (which, when issued, establishes the Customer's enrollment in the Program), all of 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 MODELING FOR SAVINGS Program Handbook.
- 2. The Customer agrees to implement the project described in the Application, consistent with the Program Documents. Customer acknowledges that its participation in the MODELING FOR SAVINGS Program is voluntary, and it is under no obligation to accept or implement any design recommendations, comments, or suggestions offered by the City, its representatives or agents. Customer further acknowledges that any changes made to the design or construction of the project is based on Customer's independent review, analysis and decision-making and not in reliance upon any recommendations of the City, its representatives or agents.
- 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 MODELING 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 based on the availability of funds. Incentives will be reserved only upon the City's issuance of the Reservation Notice, and in accordance with the Program Documents. MODELING FOR SAVINGS Incentives will be paid only after all Program requirements are met. Furthermore, the modeling incentive will not be paid prior to the establishment of a fully executed electric service agreement for the project, and the energy savings incentive will not be paid prior to successful project completion, subject to verification by the City. The City reserves the right to modify or cancel the MODELING 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 latest date on which the City issues an Incentive Payment to the Customer for the Project.
- 6. Customer agrees to:
 - A. At his/her own expense, obtain and maintain all licenses and permits needed to construct and operate the New Construction Project at the project site.
 - B. Provide prior written notification to the City of any material change in the nature or scope of the New Construction Project which affect the Customer's eligibility. Customer understands and acknowledges such change may result in disqualification of the New Construction Project for the MODELING FOR SAVINGS Program and cancellation of this Agreement.
 - C. Cooperate in good faith with any evaluation or verification activities required by the City. If requested by the City, Customer shall provide the City and/or its representatives and agents, reasonable access to Customer's project site and project documentation reasonably necessary for verification of installation and performance of the New Construction Project, including but not limited to operational and commissioning records and manufacturer's specification sheets. Customer understands that such verification is not an electrical safety or building permit inspection.
 - D. Undertake, in good faith and with due diligence, the construction of the New Construction Project, consistent with Program Documents, and all applicable laws, regulations, codes, and standards. Customer understands that s/he, and any third parties involved with the New Construction 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.

- E. Accept as final authority, the City's determination of the MODELING FOR SAVINGS Incentive amount.
- F. Provide the City the right to claim and report benefits, credits, allowances, or any other right resulting from the electric energy savings and avoided emissions associated with the New Construction 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 from the Project Completion Date listed in the Notice of Project Completion form when such form is found complete, acceptable and approved by the SFPUC, or the rated life of the equipment if that is less than five years ("Benefit Period"). Customer agrees that if during the Benefit Period the Customer does not provide City with 100 percent of the related Benefits for which the MODELING FOR SAVINGS Incentive is paid, Customer will return to City the prorated portion of the Energy Savings Incentive dollars based on the actual period of time for which Customer provided the Benefit.
- G. If City electricity service to the New Construction Project is terminated through no fault of the SFPUC within five (5) years of the Project Completion Date, Customer will return to the City the prorated portion of the Energy Savings Incentive dollars based on the actual period of time that the New Construction Project was a City electricity customer.
- H. 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 Customer qualifies under an exempt status. Utility will report the incentive as income to Customer on IRS Form 1099 unless Customer has indicated that it qualifies for an exempt tax status as indicated on the Application.
- 8. Customer shall indemnify, protect, and hold harmless City, the SFPUC and its, officers, employees, representatives 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 Customer; (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 Customer'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. Customer 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 MODELING FOR SAVINGS Incentive Payments. 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 ANY DESIGN RECOMMENDATIONS, COMMENTS, OR SUGGESTIONS OFFERED BY THE CITY, ITS REPRESENTATIVES OR AGENTS, OR CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN OR THE BENEFITS TO BE DERIVED FROM ANY DESIGN RECOMMENDATIONS, COMMENTS, OR SUGGESTIONS OFFERED BY THE CITY, ITS REPRESENTATIVES OR AGENTS, 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 REPRESENTATIVES OR AGENTS' 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 CUSTOMER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY,

CONSTRUCTION, OPERATION PROJECT AND EEMS.	IAL CAPABILITY AND RELIABILITY OF T	HE NEW CONSTRUCTION			
10. Except as otherwise specified in the Program Handbook, Customer represents and warrants that it has not applied for, and will not apply for or receive electricity saving incentives offered by any other local or state authority or utility for measures covered under this Agreement.					
AGREEMENT					
By executing this agreement, the Customer certifies that (i) it has read and understood these Terms and Conditions and the MODELING FOR SAVINGS Program Handbook, (ii) Accepts the Terms and Conditions above, (iii) the New Construction Project meets all of the MODELING FOR SAVINGS Program eligibility requirements, (iv) the information provided by the Customer and its representatives to the City in connection with the MODELING FOR SAVINGS Program, including the description of the New Construction Project set forth in the Application Documents, is true and correct, and (v) the undersigned is duly authorized to execute this Agreement. The Customer further understands that: participation in the MODELING FOR SAVINGS Program is voluntary; there is no obligation to modify the design or construction of the building; and financial Incentives are available only when the SFPUC establishes enrollment and ongoing compliance to all MODELING FOR SAVINGS Program rules and requirements.					
CUSTOMER SIGNATURE: DATE:					
Print Name and Title:	PRINT NAME AND TITLE:				
Сомрану Наме:					
SFPUC USE ONLY					
Date Application Received	Program Eligibility, and Technical Compliance Verified by:	Verified Date			
Modeling for Savings Project I.D. Number		Reservation Date			
Incentive Reservation:					
1. Modeling Incentive Reservation Amount		\$			
2. Energy Savings Incentive Reservation Amount		\$			
3. Total Reservation Amount (1 + 2)		\$			
Approved By:					
Approved Date:					

Modeling Incentive Amount, Authorized for Payment:

modeling incentive Amount, Autionzed for Fayment.	
Note: The Modeling Incentive is paid at the time of reservation when the Electric Service Agreement is in place, or upon its establishment if pending at the time of reservation.	\$
Approved By:	
Approved Date:	
Electric Service Agreement Date:	

Application Checklist

After the Project receives its building permit, submit the following:

- □ Document Submission Log
- □ Application Form
- □ Customer's IRS W-9 form
- □ Building permit
- □ Partial set of building department approved construction documents/plans including:
 - Sheets that depict the overall scope and arrangement, providing an overall description of the project
 - Sheets containing NRCC forms (energy calculations) for Title 24, Part 6 energy code compliance (When legible, reduced size PDF files are preferred)

Contact the Modeling for Savings team at 415-551-4623 or by email at <u>SaveEnergy@sfwater.org</u> to receive instructions for uploading your Application and supporting documentation to a secure file transfer website.

Any Questions? Contact Modeling for Savings at 415-551-4623 or by email at SaveEnergy@sfwater.org.

MODELING FOR SAVINGS E Notice of Project Completi	
Complete and sign this Notice of Project Compl Program Handbook Section 7, and assemble yo	etion form, prepare its required supporting documentation as listed in the our electronic files.
Contact the Modeling for Savings team for instr supporting documentation to a secure file trans	uctions on uploading this Notice of Project Completion form and sfer website.
For questions or assistance, contact the Model	ing for Savings team at 415-551-4623 or <u>SaveEnergy@sfwater.org</u>
CERTIFICATION	
project is complete and meets the requirement payment of the Energy Savings Incentive listed	to execute this Notice of Project Completion form, and that the s of the SFPUC Modeling for Savings Program. I hereby request below. I understand that the final incentive payment is subject to iew of documentation, and/or on-site verification by a SFPUC
CUSTOMER SIGNATURE:	DATE:

PRINT NAME AND TITLE:

COMPANY NAME: ______

PROJECT Project Name

Project Completion Date

Project Site Address

AS-CONSTRUCTED INCENTIVE REQUEST

Building Performance and Estimated Energy Savings:

Insert below the Project's as-constructed Title 24 compliance energy calculation results from the final Title 24 document package, as is provided to the Owner (per CCR Title 24, Part 1, Sec. 10-103). See Program Handbook, Section 7.

Title 24 Compliance Margin (percent):

(%)

The Title 24 Compliance Margin is the percent difference between the Project's Proposed Design energy use, and the Title 24 Standard Design's energy use, both measured in time dependent valuation (TDV) units of energy. Insert the "Percent Better than Standard Design" figure directly from the final Title 24 compliance modeling software output file NRCC-PRF-01-E, "Table B. Compliance Results for Performance Components." The Compliance Margin (%) must be at least 10% for the Project to remain eligible for Modeling for Savings incentives. In addition, the percentage is used to establish the Program's \$/kWh incentive rate for the Project, with a maximum of \$.30. Non-Title 24 Measures / Exceptional Measures are not included in the Compliance Margin when evaluating eligibility or setting the incentive rate.

91-E, "Table U [MWh], this		
/h/yr.		
/h/yr.		
/h/yr.		
Insert from above, 1. Title 24 Compliance Margin%, and 2.C As-Constructed Title 24 Electricity Savings, to calculate the requested Energy Savings Incentive:		
[

SFPUC USE ONLY				
Notice of Project Completion, Date Received:	Project I.D. Number:	Reservation Date:		
Program Eligibility and Technical Compliance Verified by:		Verified Date:		
Energy Savings Incentive Amount Authorized for Payment:		\$		
Payment Approved By:		Approval Date:		

Project Completion Checklist

After the Project Building permit is signed off and the project is complete, submit the following:

- □ Document Submission Log
- □ Notice of Completion Form
- □ Final signed off Building Permit Job Card
- Complete copies of the final Title 24 Compliance information verified by the Building Department, to be provided by the builder to the Owner upon occupancy according to the Title 24 Nonresidential Compliance Manual (including all required and fully signed NRCC / NRCI /NRCA / NRCV forms)

Contact the Modeling for Savings team at 415-551-4623 or by email at <u>SaveEnergy@sfwater.org</u> to receive instructions for uploading your Application and supporting documentation to a secure file transfer website.

Any Questions? Contact Modeling for Savings at 415-551-4623 or by email at SaveEnergy@sfwater.org.