

Pacific Gas and Electric Company

2019 Savings By Design— Design Team Application

Instructions

How to apply:

1. Read the Terms and Conditions on the following page.
2. Complete both pages of this application.
3. Submit both pages of this application.
4. Sign Section 4: Agreement on the Owner Application.

Submit application package
to your PG&E representative
or by email to:
savingsbydesign@pge.com

Contact PG&E before submitting your information

To participate in PG&E's Savings By Design Program, contact a PG&E representative prior to submitting the applications and other required documentation.

Contact the Business Customer Service Center at **1-800-468-4743** or send an email to savingsbydesign@pge.com.

Design Team Incentives are available for Whole Building projects only. Refer to the current *Savings By Design Participation Handbook* at pge.com/savingsbydesign for additional requirements and guidelines.



Together, Building
a Better California

Terms and Conditions

I, the Customer, agree to the following terms and conditions ("the Agreement"):

1. I meet the Savings By Design eligibility requirements as stated in the appropriate attachment(s) included with this Application.
2. The information I have supplied on this Application and attachment(s) is true, correct, and complete.
3. I have read and understand the terms and conditions of the Agreement and on the appropriate attachments and agree to abide by the rules, requirements and terms set forth on this Application, the Agreement, and all attachments.
4. If the Agreement is terminated for any reason, Pacific Gas and Electric Company (PG&E) shall not be liable to the Customer for damages or compensation of any kind.
5. PG&E reserves the right to determine eligibility for the Incentive.
6. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. CUSTOMER AGREES TO INDEMNIFY PG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
7. Both funding and the conditions of the Incentive are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the Incentive, PG&E will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
8. I understand that if the incentive is modified in any way or terminated by order of any government entity, then the Agreement shall be revised or terminated consistent with that order.
9. PG&E may assign the Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Customer's prior written consent, provided PG&E remains obligated for payments incurred prior to the assignment. The Customer may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of PG&E.
10. I understand the Incentive requires inspections and measurements of the performance of the measures. Therefore, I agree to provide access to the Project Site for these purposes to PG&E and/or its agents or assigns and the CPUC and/or its agents or assigns.
11. I agree to release PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of PG&E, customer, or any third party; (2) injury to property or other interests of PG&E, Customer or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1)–(4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of PG&E, its officers, managers, or employees.
12. Energy savings for which incentives are paid cannot exceed the actual usage provided by PG&E. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from PG&E (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects PPP or PGC charges).
13. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified customers. Funds will only be reserved upon PG&E's execution of the Agreement. This incentive offer is subject to the availability of authorized funds.
14. Installation of any energy-efficient equipment required for compliance with 2016 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2016 Title 24 requirements or a generally accepted industry standard, where applicable, may be eligible for incentives.
15. Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
PERMITS AND LICENSES. Customer and/or Project Sponsor, at their own expense, shall obtain any licenses and permits for the Project. Failure to do so will constitute a material breach.
15.1 Certifications. After measures and/or equipment is installed and prior to Incentives being paid, the recipient of the incentive must certify they have complied with applicable permitting and licensing requirements and if a contractor did the work the contractor was licensed. For projects involving the replacement of heating, venting, or air conditioning equipment, the certification must contain the permit number and be signed by the licensed contractor who did the work.
15.2 Proof of Permit Closure. When the work involves obtaining a permit for central air-conditioning and heat pump projects, documentation of proof the permit has been closed must be provided prior to the payment of any incentive for such work.
16. To be eligible for incentives, I agree that I have not and will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.
17. PG&E may suspend or terminate the Agreement, without cause, upon written notice to me.
18. I understand the following Tax Liability provisions: PG&E will report incentives greater than \$600 as income to me on IRS form 1099 unless: (1) I have marked the "Corporation" or "Exempt" tax status box, or (2) I identified a different party as "Payee" in Section 2 of the application.



2019 Savings By Design—Design Team Application

Complete this form only for Savings By Design projects requesting a Design Team Incentive.

DESIGN TEAM LEADER INFORMATION

Design Firm Name

PG&E Local Government/Statewide Partnership Name (if applicable)

Mailing Address

City

State

Zip

Contact Name

Title

Contact Telephone Number

Contact Email

Facility Description/Type

Years Since Built or Last Major Renovation

Total Sq. Ft. of Facility

Tax Identification Type (select ONLY one)

Federal Tax ID

Employer ID Number (EIN)

Social Security Number

Tax Identification Number: _____

Tax Status (select ONLY one)

Corporation

Non-Corporation

Individual

Exempt

PROJECT INFORMATION

Project Name

Owner Name

Address/Location

City

State

Zip

Est. Gross Sq. Ft.

Est. Conditioned Sq. Ft.

Phase of Design

Est. Construction Completion Date

Energy-efficient enhancements to be investigated (describe):

All energy systems to be investigated:

Envelope

Materials

Insulation Levels

Glazing Options

Daylighting Options

Other _____

Lighting

Electronic Ballasts

Occupancy Sensors

Task/Ambient Design

High-Efficiency Sources

Other _____

HVAC

Central Plant Options

Evaporative Cooling

Variable-Speed Drives

High-Efficiency Equipment

Other _____

Other

Refrigeration

Process Loads

Ventilation Control

Energy Management

Other _____

INTEREST IN PARTICIPATION

As the Design Team Leader of the specified project, I wish to participate in the Design Team Incentive element of PG&E's Customized Energy Efficiency/ Demand Response Incentive. I understand that before I can participate, the team will be required to sign the Design Team Members' Consent on the reverse side of this form. I further agree to provide all documentation as required by the guidelines and agree to all other requirements as set forth in the current Savings By Design Participant Handbook.

Firm Name

Design Team Leader

Signature

Date

FOR PG&E USE ONLY: Project No. _____

Application No. _____

Ref. No. _____



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DESIGN TEAM MEMBERS' CONSENT

By signature(s) below, the Design Team Members consent to the Design Team Leader on the reverse of this form. It is understood and agreed that any incentive paid will be paid to the Design Team Leader and that Pacific Gas and Electric Company (PG&E) bears no responsibility for the apportionment of the incentive payment. Further, Design Team Members also agree NOT to represent to any third party that PG&E's review of the energy-efficiency measures (EEMs) or analysis of the energy efficiency of any aspect of the building project or design is in any way a representation by PG&E as to the economic or technical feasibility, operational capability or reliability of such building design or EEMs.

Team Member	Role	
Firm Name	Telephone Number	
Address	City/State	Zip
Signature	Date	Email

Team Member	Role	
Firm Name	Telephone Number	
Address	City/State	Zip
Signature	Date	Email

Team Member	Role	
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