

CO

ENERGY DESIGN ASSISTANCE



ENERGY DESIGN ASSISTANCE APPLICATION

PROJECT

Project name _____ Date submitted _____

Project location _____ City _____ State _____ ZIP _____

Estimated construction completion date _____

Do you anticipate this building being on transport gas service? Yes No

BUSINESS CUSTOMER INFORMATION

Please ensure all contact information is correct, as all rebate checks will be sent to this address.

Company name _____

Billing address _____ City _____ State _____ ZIP _____

Customer contact name (print) _____

Phone (_____) _____ Fax (_____) _____ Contact e-mail* _____

*By providing your e-mail address, you are granting Xcel Energy permission to send further e-mails about this project.

Project contact (if different) _____

Person submitting application (please print) _____

CUSTOMER'S DESIGN TEAM INFORMATION

Architectural Firm _____ **Contact name** _____

E-mail _____ Fax (_____) _____ Phone (_____) _____

General Contractor _____ **Contact name** _____

E-mail _____ Fax (_____) _____ Phone (_____) _____

Mechanical Engineer _____ **Contact name** _____

E-mail _____ Fax (_____) _____ Phone (_____) _____

Electrical Company _____ **Contact name** _____

E-mail _____ Fax (_____) _____ Phone (_____) _____

Development Company _____ **Contact name** _____

E-mail _____ Fax (_____) _____ Phone (_____) _____

INTERNAL USE ONLY – PLEASE DO NOT WRITE IN THIS SPACE

Enhanced Basic Denied

Xcel Energy account manager _____

Approved by _____

APPLICATION INFORMATION

In order for us to accept your Energy Design Assistance application, completed application must be submitted as early as possible in the design process. Once received, applications will be reviewed, and you will be contacted as to next steps.

BUILDING ELIGIBILITY REQUIREMENTS INCLUDE:

The Energy Design Assistance program includes two different tracks in order to meet the needs for our growing customer base. These tracks are explained below:

Basic Track

- Square Footage: Greater than 50,000 (new construction, major renovation or additions)
- Design Phase: No later than early design development
- Savings Commitment: 5% energy demand savings

Enhanced Track

- Square Footage: Greater than 50,000 (new construction, major renovation or additions)
- Design Phase: No later than schematic design
- Savings Commitment: 16% energy demand savings
- Proof of registration with the United States Green Building Council for LEED certification and/or proof of participation in certifications such as the Collaborative for High Performance Schools

Projects will be assigned a specific track as appropriate, determined by the details within this application

Projects that do not qualify in either track will be referred to other Xcel Energy conservation programs

APPLICATION INSTRUCTIONS

Complete this application and attached agreements and send to:

Xcel Energy

Energy Design Assistance Program
414 Nicollet Mall G06
Minneapolis MN 55401

Fax 612-573-1841

CERTIFICATION INFORMATION

Is this a LEED® registered project? Yes No

Are you currently working with a LEED consultant? Yes No

If yes, who is providing these services for you? _____

Are you currently working with an Energy consultant? Yes No

If yes, who is providing these services for you? _____

Are you aiming towards another certification process? Yes No

If yes, which one _____

ENERGY DESIGN ASSISTANCE APPLICATION: SCREENING FORM

PROJECT SCHEDULE

	Schematic Design	Design Development	Construction Documents*	Construction Completion
Start Date				
Finish Date				

*Modeling opportunities take 6–8 weeks on average to complete. If you are into construction documents or will be in the next eight weeks, you will not be eligible for the EDA program.

BUILDING INFORMATION

Construction Type	<input type="checkbox"/> New	<input type="checkbox"/> Addition	<input type="checkbox"/> Renovation
Total Building Sq. Ft.			
Parking Garage Sq. Ft.			
Data Center Sq. Ft.			
Building Type			
Percent Cooled			

DESIGN PROCESS

<input type="checkbox"/> Design/Bid Single Package	<input type="checkbox"/> Design/Bid Multiple Package (Fast Track)	<input type="checkbox"/> Design Build
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HEATING AND COOLING

<input type="checkbox"/> On-site cooling systems
<input type="checkbox"/> District cooling
<input type="checkbox"/> On-site heating systems
<input type="checkbox"/> District heating
<input type="checkbox"/> Other

DESIGN CONSIDERATION OPTIONS

WILLINGNESS TO CONSIDER ENERGY SAVING ALTERNATIVES			
Orientation-building layout	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Lighting/control design	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Glazing type-window design	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
HVAC/control efficiency	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Daylighting controls	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Load responsive equipment	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Wall insulation	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Outside air control systems	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Lighting controls	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Energy management system	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all
Roof insulation	<input type="checkbox"/> Very	<input type="checkbox"/> Somewhat	<input type="checkbox"/> Not at all

Other energy-design alternatives: _____

Special considerations and other comments: _____

Where did you hear about the Energy Design Assistance program? _____

ENERGY DESIGN ASSISTANCE PROGRAM AGREEMENT

This Agreement, effective this _____ day of _____, 20____, is entered into between Public Service Company, a Colorado corporation d/b/a Xcel Energy ("Company") and _____ ("Customer"), (each a "Party" and together the "Parties") pertaining to the building to be constructed or reconstructed at _____ (the "Facility").

Whereas the Company has a conservation program called "Energy Design Assistance" (EDA) in which Company offers to pay a rebate to certain Customers that include energy-efficiency measures ("Conservation Measures") in the design and construction of a building that Customer is constructing or reconstructing; and

Whereas participation in this Energy Design Assistance program precludes participation Customer from Xcel Energy's prescriptive (component) rebate programs for equipment installed as part of this Facility; and

Whereas this Agreement contains terms and conditions precedent and subsequent for payment of any rebate by Company to the Customer pursuant to the EDA program;

Now, therefore, the parties agree as follows:

1. Conservation Measures and Rebates

Company will pay Customer a rebate based on the Conservation Measures selected and installed. The amount of the rebate is calculated from anticipated kilowatt savings, based on our consultant's computer modeling of the proposed project.

There are two mutually exclusive process tracks, depending on the energy savings goals: Basic EDA Service and Enhanced EDA Service

1.1 Basic EDA Service: Basic EDA Service requires a modeled five percent energy demand savings reduction over a comparative building built to the ASHRAE 90.1-2004 Energy Standard. These modeled savings must be agreed to at the time of bundle selection. The required efficiency equipment designed to obtain the modeled demand savings above must be certified to have been installed as a condition subsequent to retaining any rebate paid for the Facility under the EDA program.

1.2 Enhanced EDA Service: Enhanced EDA Service requires a sixteen percent energy demand savings reduction over a comparative building built to the ASHRAE 90.1-2004 Energy Standard. If these modeled sixteen percent demand savings reduction are not reached at the time of bundle selection, further analysis for LEED or other green certifications will discontinue. The required efficiency equipment designed to obtain the modeled demand savings above must be certified to have been installed as a condition subsequent to retaining any rebate paid for the Facility under the EDA program.

2. Review of Specifications

As a condition precedent, Customer shall provide Company with a copy of the Construction Documents and Specifications ("Specifications") for the Facility as soon as practicable after an EDA program application is made. Such Specifications must include sufficient detail regarding the Conservation Measures included in the design. Company may exercise its sole discretion and refuse to pay a rebate if the Specifications do not provide for installation of the Conservation Measures consistent with good engineering and energy-efficient design practices and Customer fails to make reasonable changes in a timely manner to bring the Specifications in accord with said standard. Company will review the Specifications and provide Customer and any Design Team members that Customer designates with feedback regarding the Specifications of the Conservation Measures.

3. Verification of Installation, Final Report and Follow-up Visits

- 3.1 Installation of the appropriate Conservation Measures is a condition precedent to rebate payment. Company is not obligated to pay any rebate to Customer unless Company is satisfied that the Conservation Measures were installed in substantial conformity with the Specifications or any subsequently approved Specifications changed as a result of feedback.
- 3.2 Verification of installation will be done two months post-occupancy and shall include one or more site visits as well as datalogging of equipment, such as lighting controls and other areas that Company will track over a period of time. At the conclusion of this verification process, a final verification report ("Final Report") will be provided to Customer and any design team regarding Conservation Measures installed within the building. The Final Report will outline all of the estimated savings and final rebate amount to be paid for the Conservation Measures that were implemented.
- 3.3 After the Final Report, Company reserves the right to make a reasonable number of follow-up visits to the Facility during the 24 months following initial operation of the Conservation Measures. Customer agrees to make all necessary and reasonable accommodations for such 24-month period. Such visit(s) will be at a time convenient to Customer and made with at least one week's advance notice.

4. Rebate Payments

- 4.1 Company will generally pay rebates within eight weeks after the following conditions are met:
 - Construction of the Facility is complete; and
 - Customer has completed satisfactory installation.
- 4.2 Rebates will be in the form of a check and not as a credit on Customer's utility bill.
- 4.3 The benefits conferred upon Customer under this program may be taxable by federal, state and local government. Customer is responsible for declaring and paying all such applicable taxes. Customer is encouraged to consult a tax advisor for further information.
- 4.4 Company is NOT responsible for the payment of any such taxes.

5. Term and Cancellation

- 5.1 This Agreement shall become effective upon the date in the preamble and shall continue in effect until terminated. The contract will terminate upon Customer receipt of rebate and satisfaction of all conditions subsequent listed in the agreement.
- 5.2 Customer may terminate this Agreement at any time. If Customer is not engaged in a continuous program of construction of the Facility within two years of the date of this Agreement, Company may terminate the Agreement.

Energy Design Assistance Agreement Continued

6. Confidentiality

- 6.1 Any and all knowledge, know-how practices process, Customer name or trademark, or other information disclosed or submitted in writing or in other tangible form shall be considered Confidential Information to either party by the other, and shall be received and maintained by the receiving party in strict confidence and shall not be disclosed to any third party except as required by statute, regulation or lawful court order. No party shall use Confidential Information for any purposes other than those purposes specified in this Agreement.
- 6.2 Confidential Information does not include information available in the public domain, independently known prior to receipt thereof, independently developed by the recipient, or learned from a third party not subject to a duty of non-disclosure.
- 6.3 The obligations of confidentiality shall be in effect for a period of three (3) years from the termination of this Agreement.

Xcel Energy has permission to list Customer and building name (Facility) as a program participant: _____ Yes _____ No.

Xcel Energy has permission to use this product for promotion of its Energy Design Assistance Programs if so chosen: _____ Yes _____ No.

7. Limitation of Liability and Indemnification

- 7.1 Company and any subsidiaries of Xcel Energy Inc. or its contractors, ("Affiliates") shall not be held liable, in any event or circumstance, whether in contract or in tort (including negligence or strict liability), for any special, indirect, incidental or consequential damages including, but not limited to, loss of anticipated profits, losses due to non-operation or increased expense of operation, service interruptions, claims of customers or any third party, loss of use of capital or revenue, or loss of money. In any event, the total liability of Company and its Affiliates shall be limited to the paying of a Rebate as described herein.
- 7.2 Customer shall defend, indemnify and hold Company and its Affiliates harmless against all claims, demands and causes of action of every kind and character arising in favor of any person, including Company or Customer employees on account of personal or bodily injuries or death, or damages to property occurring, growing out of, incident to or resulting directly or indirectly from the Facility or EDA program, whether such loss, damage, injury or liability or claim thereof arises from or is contributed to by the negligence of Company, its employees or another party.
- 7.3. Limitation of Total Liability of Government Entities: Without waiving its governmental immunity, Customer agrees to be responsible for its own negligent acts and omissions. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by Customer of its governmental immunity or as an express or implied acceptance by Customer of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, CRS. 24-20-101 et seq. as a pledge of the full faith and credit of the state of Colorado, or as the assumption by Customer of a debt, contract or liability of the Customer in violation of Article XI, Section 1 of the Constitution of Colorado.

8. No Warranties

Customer acknowledges that neither Company nor its Affiliates are responsible for assuring that the design, engineering and / or construction of the Facility or installation of the Conservation Measures is appropriate or complies with particular laws, codes, LEED® certification or any other industry or environmental standard(s).

Neither Company nor its Affiliates guarantee that installation of any of the Conservation Measures will result in any level of energy savings or result in any measurable energy-related benefit.

NO OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.

9. Miscellaneous

- 9.1 This Agreement is the entire Agreement between Xcel Energy and Customer and supersedes all other communications and representations.
- 9.2 Customer acknowledges that the individuals who sign this Agreement are authorized to bind Customer under this Agreement.
- 9.3 If either party desires to modify this Agreement, the modification must be in writing and signed by both Parties.
- 9.4 Applicable Law. This Agreement shall be construed in accordance with the laws of the state of Minnesota. Customer and any other individual claiming rights related to the Facility submit to the jurisdiction of the Minnesota Public Utility Commission.
- 9.5 Force Majeure. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the party.
- 9.6 The unauthorized use of any Party's name, logo, or other identifying marks is expressly prohibited.
- 9.7 Customer shall give all notices related to the Facility to applicable governmental bodies and obtain and pay for all licenses, permits and inspections that Customer's Facility is legally required to obtain for construction or reconstruction. Company shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental body to Customer or its Subcontractors that are applicable to the performance of the Agreement.
- 9.8 Except for the third parties described or named in the Agreement, no provision of the Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.

In Witness Whereof, the undersigned parties have executed this Agreement as of the effective date.

Customer

Company – Xcel Energy

By Authorized agent

Date

By Authorized agent

Date



RESPONSIBLE BY NATURE™

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