



2009 San Diego Retrocommissioning Program Implementation Incentive Offer

Program Use Only

Project ID

Building Owner and Facility Information

Company Name	Building Name		
Facility Address	City	State	Zip
Mailing Address	City	State	Zip
Building Owner Representative	Building Owner Title		
Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular	Fax	Email
Building Contact	Building Contact Title		
Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular	Fax	Email

Through the San Diego Retrocommissioning Program (Program)*, an RCx investigation conducted by [REDACTED] (RCxP) has identified several cost-effective retrocommissioning measures in this facility. By signing the *Implementation Incentive Offer* (Offer), [REDACTED] (Owner) commits to implementing the selected measures in the table below and confirms their agreement to and understanding of the following obligations and responsibilities. These measures are further detailed in the project's *RCx Investigation Report*.

Selected RCx Measures

Finding # / Measure	Implementation Incentive
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Implementation Incentives	\$

Incentive Reservation Period and Implementation Commitment

PECI's commitment to reserve the incentive amount(s) contained in this Offer expires and will be void if this signed Offer is not post-marked or received by PEGI within 30 days, or by **Month, Date, Year**. Provided that this Offer is received within the required 30 day time period, the preliminary incentive amount(s) set forth in the Offer will be reserved for the Owner until [REDACTED] (the Expiration Date), and will be paid upon completion of the selected measures listed above in accordance with the terms and conditions of this Offer and the Owner Program Agreement (OPA).

Owner must progress appropriately and in good faith to complete timely implementation of the selected measures during the reservation period or this Offer shall immediately terminate on the Expiration Date and the reserved incentive funds will be withdrawn. Per the OPA,

Owner has agreed to fully reimburse PECEI for the cost of the investigation should they not implement the measures specified above by the Expiration Date specified herein.

Should Owner complete implementation of measures which account for at least 30% of the total estimated kWh savings by [redacted] (the Bonus Date), PECEI agrees to pay an implementation bonus in the amount of \$0.005 per kWh saved, up to a maximum of \$ [redacted]. Bonus amount paid will be prorated based on the percentage level of savings achieved by the due date and updated energy savings calculations after measures have been implemented.

Terms and Conditions

The Terms and Conditions from the OPA, executed on [redacted], are hereby incorporated by this reference and shall apply to this Offer.

MEASURE IMPLEMENTATION: The Owner shall be responsible for implementing the selected measures and ensuring that any outside contractors that assist with or implement measures have the proper licensure.

INCENTIVE AMOUNT: The Program offers an implementation incentive to help offset the implementation costs of individual measures that pay back in greater than one year but less than four years. The incentive amounts set forth in this document are preliminary estimates based on estimated kWh savings and implementation costs identified in the Program-approved *Master List of Findings*. Following implementation, the final incentives will be calculated based on actual kWh savings and implementation costs, as documented in the Program-approved *Implementation Summary Table*.

The total incentive amount for each measure is capped and will not buy the measure down to less than a one year simple payback.

PAYMENT: Implementation incentives will be paid upon (i) completion of the energy saving measure(s), (ii) submission of a completed *Implementation Summary Table* and all required evidence of implementation (submitted by the RCxP), (iii) a final site visit conducted by PECEI, and (iv) a possible site visit conducted by San Diego Gas & Electric Company (SDG&E®). The final incentive payment may be contingent upon SDG&E approval of the *Implementation Summary Table*. In no event can the implementation incentives (including implementation bonus) exceed the cost of implementation. Please allow 30 business days from PECEI's receipt of all information for delivery of payment.

The implementation incentives for measures completed after October 31, 2009, will be contingent upon CPUC approval of the 2009-2011 Program. Should the CPUC approve the 2009-2011 Program, the terms of that Program will govern this Agreement.

EVIDENCE OF IMPLEMENTATION: The Program pays for the reporting and verification requirements through an incentive to the RCxP for completing the *Implementation Summary Table* and verifying that all measures were implemented properly. For measures implemented by contractors, Owner must submit invoices which shall include: vendor name/address/phone, itemized listing of product or services, project cost, date invoice paid or payment terms, and installation date. Owner agrees to cooperate with this process by providing invoices, trend data, and other pertinent documents as needed.

INSPECTION, VERIFICATION AND EVALUATION: Measures may be selected for a post-implementation inspection. No warranty is implied by this inspection. SDG&E® and its contractors, PECEI, and EM&V contractors may request access to the property and may review and evaluate the project during and after completion. Owner agrees to provide reasonable access to the property for these purposes.

FACSIMILE/SCANNED SIGNATURES: Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to PECEI as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of PECEI, Owner shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

BUILDING OWNER REPRESENTATIVE SIGNATURE

By signing this Implementation Incentive Offer, Owner represents and warrants that it has read, understands and agrees to the terms and conditions of this agreement.	
Owner or Authorized Representative (print name):	
Signature:	Date:

PROGRAM REPRESENTATIVE SIGNATURE

Authorized Program Representative (print name):	
Signature:	Date:

* The San Diego Retrocommissioning Program is administered by Portland Energy Conservation, Inc. (PECEI) under a contract awarded by San Diego Gas & Electric Company (SDG&E®). This program is funded by California utility customers under the auspices of the California Public Utilities Commission. California customers who choose to participate in this program are not obligated to purchase any additional services offered by the contractor. The trademarks used herein are the property of their respective owners.