

# **New Jersey SmartStart Buildings® Comprehensive Design Support Agreement**

## **Basic Understandings**

This agreement is entered into between the Commercial Industrial Market Manager, TRC Energy Services, hereafter identified as “TRC” and \_\_\_\_\_, hereafter identified as the “Owner”, and \_\_\_\_\_, hereafter identified as the “Design Team”. The New Jersey SmartStart Buildings Program offers to pay incentives (“design incentives”) to qualified Design Teams for including energy efficiency in the design of a commercial or industrial customer facility, hereafter identified as the “Facility” to be constructed or reconstructed at \_\_\_\_\_. This agreement provides the terms for payment of the design incentives by TRC pertaining to the Facility.

## **1. Design Incentive Payments**

- a) TRC will pay the Owner’s Design Team a design incentive, as defined in the New Jersey SmartStart Buildings program materials, for approved design analysis and information gathering that Design Team performs on the Facility according to the specifications outlined in the Attachment(s) and according to plans reviewed in advance of construction by TRC in accordance with paragraph 2 below. The amount of the design incentive shall be set forth in the Attachment(s). TRC will calculate and approve the design incentive amount and issue payment by check in accordance with paragraph 3 below.
  
- b) If the Facility, as designed for construction, includes any electric service self-generation capability, the amount of any design incentive payable under this agreement will be reduced such that the percentage of the design incentive payable will be equal to the percentage of total Facility electric load supplied with electric service from the Utility.

## **2. Analysis Requirements and Review of Specifications**

The Owner or Design Team will provide TRC with a copy of the Facility plans and specifications. Such specifications must include plans for the possible inclusion of energy efficient measures. The Owner or Design Team will work with TRC to determine appropriate energy efficient measures prior to the performance of energy design analysis and information collection associated with this design incentive. TRC may refuse to approve the analysis plans if the analysis plans do not adequately provide for the incorporation of the energy-efficient program measures, or any other specific requirements set forth in the Attachments.

### **3. Date of Design Incentive Payment**

TRC will pay the design incentive amount to Design Team within forty-five (45) days after the following conditions are met: (1) Construction of the Facility has begun; and (2) TRC has received satisfactory documentation that requirements in the Attachment(s) have been met.

### **4. Verification of Analysis**

TRC shall not be obligated to pay any design incentive amount unless TRC is satisfied that the analysis performed by the Design Team was completed in accordance with the requirements and any other specifications set forth in the Attachment(s).

### **5. Cancellation**

- a) The Design Team may cancel this agreement at any time. If the Design Team is not engaged in a continuous effort of design analysis for the Facility in accordance with the analysis plans by the end of one year from the date this agreement is signed, TRC may cancel this agreement.
- b) Upon cancellation of this agreement, the Design Team will promptly reimburse TRC for all payments made by TRC to the Design Team under this agreement.

### **6. Limitations of Liability**

- a) The Design Team shall not be liable to TRC for any damages under this agreement other than reimbursement of amounts paid by TRC, pursuant to paragraph 5 above.
- b) TRC and/or its affiliates and representatives' liability is limited to paying the design incentives specified herein pursuant to the New Jersey SmartStart Buildings Program Conditions/Eligibility/Requirements. The company is not liable for any consequential or incidental damages or for any damages in tort connected with or resulting from participation in this Program.
- c) TRC shall not be liable to the Owner and/or the Design Team for any damages in tort (including negligence) caused by any activities, including without limitation the activities of any agent, subcontractor, engineer or consultant retained by the TRC associated with this agreement.

## **7. No Warranties**

- a) The Owner and Design Team acknowledge that TRC and/or its affiliates and representatives are not responsible for assuring that the design, analysis, engineering, or construction of the Facility or installation of any or all of the individual measures, as defined in the New Jersey SmartStart Buildings Program Conditions/ Eligibility/Requirements is proper or complies with any particular law, code, or industry standard or is suitable or appropriate for the accomplishment of any purpose.
- b) The Owner and Design Team acknowledge that TRC and/or its affiliates and representatives do not guarantee that the results of any design analysis and/or modeling performed pursuant to this agreement, or the installation of any or all of the individual measures, as defined in the New Jersey SmartStart Buildings Program Conditions/Eligibility/Requirements, will result in any level of energy savings or result in any measurable energy-related benefit.

## **8. Tax Liability**

Neither TRC, nor its affiliates and representatives, will be responsible for any tax liability that may be imposed on the Design Team as a result of the payment of incentives. The Design Team must supply its Federal Tax Identification Number or Social Security Number in order to receive an incentive.

## **9. Miscellaneous**

- a) This agreement, including the attachments noted (checked) here,
- Attachment A – Specifications for Brainstorming Session
  - Attachment B – Specifications for Simulation
  - Attachment C – Specifications for Measure Design

is the entire agreement among the parties and supersedes all other communications and representations, other than any New Jersey SmartStart Buildings Program agreement entered into between two or more of the parties in conjunction with or resulting from this agreement.

- b) If either TRC or the Design Team desires to modify this agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.

In order to evidence its agreement to the above terms, each party has caused an authorized representative to sign this agreement on the date(s) specified below.

**TRC**

By: (signed) \_\_\_\_\_

Name: (printed or typed) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner**

By: (signed) \_\_\_\_\_

Name: (printed or typed) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Design Team**

By: (signed) \_\_\_\_\_

Name: (printed or typed) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_

# **Comprehensive Design Support Agreement**

## **Attachment A**

### **Specifications for Brainstorming Session**

The information below defines the requirements for this Design Incentive, and the amount of the incentive offer. Additional pages may be attached. Submitting complete, concise, and accurate information will ensure that your Design Incentive is processed as quickly as possible.

**Brainstorming Incentive Amount:** Up to \$1,000 per project

#### **Brainstorming Requirements:**

1. Prior to the brainstorming session, the Design Team will provide a preliminary design definition of the project, including (where known):
  - Building uses and hours of operation
  - Number of occupants
  - Total floor area and number of floors
  - Descriptions of typical wall, roof, and fenestration sections
  - Preliminary lighting and equipment power levels
  - Anticipated HVAC systems and source fuels
  - Projected control strategies
  
2. The brainstorming session involves a single meeting between the Owner, the Design Team, TRC, and/or its representative. At the meeting, the group will establish the base case design for the building and decide upon the efficiency measures to be simulated. Follow-up assignments will be established at the brainstorming meeting.

# Comprehensive Design Support Agreement

## Attachment B

### Specifications for Simulation

This attachment is used only when the Design Team is providing building simulation services. The information below defines the requirements for this design incentive, and the amount of the incentive offer. Additional pages may be attached. Submitting complete, concise, and accurate information will ensure that your design incentive is processed as quickly as possible.

#### Simulation Incentive Amount:

	Project Size (sq. ft.)	Incentive (\$/sq. ft.)	Incentive
First 50,000 sq. ft.	50,000	x \$0.10 =	\$5,000
All remaining sq. ft.		x \$0.03 =	\$
Totals			\$

TRC reserves the right to negotiate on the final amount for the total design incentive.

#### Simulation Requirements:

1. The approved energy simulation program is DOE-2.1C or a more recent version of that program. Other simulation programs will be considered for approval on a case-by-case basis, provided they have hourly simulation capability. Approved Simulation Tool: \_\_\_\_\_
2. Brainstorming session must be completed in order for the Design Team to be eligible for simulation incentives.
3. The brainstorming session will define the base case building design and measures to be simulated.
4. The process for conducting simulations in the Comprehensive Design Support approach as defined in the New Jersey SmartStart Buildings program materials are summarized below:
  - The simulation process begins with these steps: 1) simulate the base case building, 2) simulate each measure individually with the base case building to determine annual kWh savings and kW demand savings relative to the base case, and 3) screen each measure for cost-effectiveness according to the criteria defined by TRC, using incremental costs estimates.



**Comprehensive Design Support Agreement**  
**Attachment C**  
**Specifications for Measure Design**

The information below defines the requirements for this design incentive, and amount of incentive offer. Additional pages may be attached. Submitting complete, concise, and accurate information will ensure that your design incentive is processed as quickly as possible.

**Measure Design Incentive Amount:**

End-Use Category	Estimated Incremental Design Cost	Maximum Prescriptive Design Incentive	Project Incentive
Lighting	\$	\$2,000	\$
HVAC and Envelope	\$	\$2,500	\$
Motors and Other	\$	\$500	\$
Totals	\$	\$5,000	\$

**Measure Design Requirements:**

1. Measure design incentives are available only for measures approved by TRC.
2. Attached is a description of the approved measures, as agreed upon by TRC.
3. The incremental measure design costs eligible for incentives are those incurred after a Comprehensive Design Support Agreement including this Attachment C - Specifications for Measure Design has been executed up to the release of bid specifications.
4. The Design Team is instructed to prepare and submit to TRC a fee proposal addressing the incremental design time necessary to incorporate the agreed upon measures into the final design of the building. The proposal must outline the method of analysis and software design tools to be used.
5. TRC will review the submittal for reasonableness, and prepare and execute a Comprehensive Design Support Agreement including this Attachment C - Specifications for Measure Design.
6. TRC will be given copies of inputs and summary results in printed and electronic formats, including computer program input electronic data files.