



Application Packet for Commercial Energy Auditors and Installation Contractors

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Application Instructions

Pilot Project in City of Detroit

August 25, 2011

Michigan Saves is seeking to establish a pool of authorized commercial energy auditors and installation contractors, such as general, electrical, mechanical, and plumbing contractors, to implement energy assessments and install qualifying energy efficiency improvements in commercial establishments in the city of Detroit that obtain financing through Michigan Saves programs. Interested firms or individuals that specialize in these services for small to mid-sized commercial facilities in the Detroit market are encouraged to submit their qualifications and become a Michigan Saves authorized contractor.

Applications will be accepted on a rolling basis.

I. BACKGROUND

Michigan Saves is a nonprofit organization dedicated to making energy improvements easy and affordable. Michigan Saves assists borrowers with a suite of financing programs for energy efficiency and renewable energy improvements, including the Michigan Saves Home Energy Loan Program.

Michigan Saves has teamed up with a Detroit-based nonprofit community development financial institution, Enterprise Detroit, to offer Detroit businesses affordable, low-interest loans to make energy efficiency upgrades. These loans are available as part of a pilot project for DTE Energy business customers within the city of Detroit. Participating businesses can finance qualifying energy efficiency improvements through this pilot project and, subject to available funding, receive DTE Energy rebates through its Your Energy SavingsSM program. Other incentives may also be available, such as SmartBuildings Detroit rebates. All types of businesses and nonprofit organizations are eligible for loans, although marketing and outreach by Michigan Saves will be targeted at the retail food sector, consisting of restaurants, grocery stores, and convenience stores.

Michigan Saves is seeking applications from qualified commercial energy auditors and installation contractors (herein collectively referred to as contractors) in order to streamline the process for customers and to help market the program. Such contractors would enter into an agreement with Michigan Saves, which outlines the terms and conditions under which the qualified contractor may participate in the pilot project. Michigan Saves does not promise or guarantee work for contractors selected to participate in the pilot project. Rather, Michigan Saves provides customers a list of authorized contractors and the customer ultimately selects and hires one or more from the list.

II. MINIMUM CONTRACTOR QUALIFICATIONS

Contractors are expected to have expertise in maintenance, theory, and operation of various equipment and systems, including but not limited to:

- HVAC equipment, systems, and controls
- Central fan systems and packaged fan systems
- Boilers
- Steam distribution systems
- Chillers/refrigeration
- Motors
- Controls (pneumatic, electric, and direct

- digital)
- Electrical systems
- Lighting systems and standards
- Hot water systems
- Heat recovery systems
- Building envelope

All contractors must meet the minimum qualifications described in the table below and provide the appropriate documentation to be considered by Michigan Saves for the pilot project.

Category	Description	Documentation Required
Business Organization and Insurance		
State of Michigan Business License	Licensed to do business in state of Michigan	License # and business type (LLC, corporation, etc.) on application form
Workers' Compensation or Self-Insurance	Required for all contractors, unless a sole proprietor or limited partnership which are exempt under state law or a limited liability company that has filed for an exclusion	Insurance certificate, proof of sole-ownership, or state exclusion form
General Liability	Required with minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate	Insurance certificate
Add Michigan Saves as "Certificate Holder" and "Additional Insured"	Submit form to insurance carrier(s) to add Michigan Saves as additional insured (use form provided by Michigan Saves)	Insurance certificate and copy of endorsement to insurance policies naming Michigan Saves as an additional insured
License/Certification		
Energy Auditor Certification (as applicable)	Energy auditor must be a Professional Engineer (PE), or a Registered Architect (RA), or a Certified Energy Manager (CEM), or Certified Energy Auditor (CEA), or a qualified energy auditor	Copy of state license or certificate or proof of experience of qualified individual
Skilled Trade License (as applicable)	Active license in applicable trade, as required by law, with no pending actions against the license	Copy of license; confirmation of no pending action on application form
Work Experience		
Project Experience	Document similar projects in the retail food sector or similar commercial establishments, completed within the past five (5) years,	A list of projects, including short description, dates, contact information, approximate dollar value, and size
Training/Education		
Michigan Saves Training	Orientation session on Michigan Saves program requirements and financing	Proof of participation

Category	Description	Documentation Required
In addition, the following criteria are suggested but not minimum requirements:		
Federal Lead-Safe Certification	Suggested for all installation contractors; required for those with Residential Builders or M&A license	Proof of successful completion
Asbestos Awareness Certification	Suggested for all installation contractors, but not required	Proof of successful completion
Detroit Business	Preference is given to companies located within the city limits of the city of Detroit or those companies with significant work experience within Detroit	Confirmation of address on the State of Michigan Business License or registration of contractor license with the city of Detroit

Michigan Saves will determine whether a contractor meets the minimum qualifications based on review of the application. Additional information may need to be provided.

NOTE: Davis-Bacon prevailing wage and reporting requirements do not apply.

III. APPLICATION CONTENTS

- Contractor Application and Agreement – The contractor should complete all sections of the contractor application and sign the agreement. The application and agreement are attached.
- **Work Samples (Energy Auditors only).** The contractor must include work samples demonstrating the required level of experience and expertise. Work samples must:
 - identify and analyze low-cost and/or simple energy efficiency measures as well as high-cost energy efficiency measures,
 - provide whole building analysis,
 - analyze all energy using systems in the facility,
 - provide detailed cost estimates for proposed energy efficiency measures,
 - provide detailed descriptions of existing and proposed technologies, and
 - provide descriptions of calculation methodology.

IV. APPLICATION FEE

There is a \$25 one-time, non-refundable application fee to apply to become a Michigan Saves authorized contractor. Make check **payable to Michigan Saves** and submit with application.

V. SUBMISSION OF APPLICATION

The pilot is currently in operation with loans available through Enterprise Detroit. Contractor applications are accepted on a rolling basis.

Applications, including the signed agreement and \$25 application fee, should be mailed to:

Michigan Saves
 600 W. St. Joseph Street, Suite 10
 Lansing, MI 48933
 Attention: Todd Parker

To expedite processing, a copy of the application may be submitted electronically to registration@michigansaves.org. Please include in the subject: "Michigan Saves Detroit Commercial Pilot."

It is the responsibility of the applicant to ensure that proposals arrive at Michigan Saves. Michigan Saves will notify applicants of qualification as soon as possible.

VI. QUESTIONS

Questions should be directed to:

Todd Parker
Michigan Saves
600 W. St. Joseph Street, Suite 10
Lansing, MI 48933

Telephone: 517-484-6474
Email: registration@michigansaves.org

Attachments

Contractor Application and Agreement
Detroit Pilot: Program Guidelines for Contractors



Michigan Saves Commercial Loan Program Commercial Contractor Application

SECTION 1: BACKGROUND INFORMATION

- Check here if you are already a Michigan Saves Authorized Contractor. Please provide your Michigan Saves contractor identification number (if applicable): _____. As a Michigan Saves Authorized Contractor, you may skip sections 1,2,4,7, and 9 unless you have supplemental information which has not previously been provided to Michigan Saves. Please complete sections 3 (services only), 5,6,8,10, and 11.

Michigan Saves Contractor Identification Number (to be completed by Michigan Saves)			
Company Name (as shown on state/federal tax filings)		DBA (if applicable)	
Contact Name	Title		
Address	City	State	ZIP
Mailing Address (if different)	City	State	ZIP
Office Phone	Mobile Phone	Fax	
E-mail Address			
Federal Tax ID (or Social Security number)		Website	
Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Limited Liability Company			
Michigan Business License # _____			

SECTION 2: INSURANCE INFORMATION

Contractors must have and maintain minimum insurance. This includes maintaining occurrence-based commercial general liability insurance with limits of \$1 million per occurrence for bodily injury and property damage liability with an annual aggregate limit of not less than \$2 million, as well as statutory minimum levels of workman's compensation. Companies organized as limited partnerships or sole proprietors are excluded from workers' compensation. Corporations and LLCs can request exclusion from workers' compensation by filing form WC-337 Notice of Exclusion with the State of Michigan and must provide a copy of the WC-337 form if claiming an exclusion from workers' compensation.

Michigan Saves must be added as a Certificate Holder AND an Additional Insured on your general liability policy. To expedite this process, fax or e-mail the *Request for Certificate of Insurance* to your insurance carrier. Through that form, you will request to add Michigan Saves as an additional insured and authorize your insurance carrier to send a Certificate of Insurance to Michigan Saves. As an additional insured, Michigan Saves must receive notifications on the status of any change to your insurance policies.

Type	Coverage Amounts		Expiration Date (MM/DD/YYYY)
	(\$ #,###,### / \$ #,###,###)		
Commercial General Liability (Per occurrence/Aggregate)	\$	\$	
Workers' Compensation* (Accident/Policy Limit)	\$	\$	

I am exempt or excluded from workman's compensation as described by state law and will provide State of Michigan form *WC-337 Notice of Exclusion* as documentation

* Required for all contractors, unless a sole-proprietor or limited partnership, which are exempt under state law, or a corporation or limited liability company with an exclusion from the State of Michigan. Documentation of an exemption or exclusion must be provided to Michigan Saves.

SECTION 3: SERVICES, LICENSES & CERTIFICATIONS

Please check the services offered by your company and provide information on the state license(s) or third-party certification(s) required or related to that particular service, as applicable.

Electrical Contractors License

License Type (*select one*):

- Electrical Contractor
- Master Electrician

License number: _____

Expiration date: _____

Contractor of record: _____

Services provided:

- Lighting Replacement/Retrofit
- Solar Photovoltaic

Mechanical Contractors License

License number: _____

Expiration date: _____

Contractor of record: _____

License Classification:

- | | |
|--|---|
| <input type="checkbox"/> 1—Hydronic heating, cooling, and process piping | <input type="checkbox"/> 6—Unlimited heating service |
| <input type="checkbox"/> 2—HVAC equipment | <input type="checkbox"/> 7—Limited refrigeration and air conditioning service |
| <input type="checkbox"/> 3—Ductwork | <input type="checkbox"/> 8—Unlimited refrigeration and air conditioning service |
| <input type="checkbox"/> 4—Refrigeration | <input type="checkbox"/> 10—Specialty—Solar |
| <input type="checkbox"/> 5—Limited heating service | |

Services provided

- HVAC equipment installation

- Duct sealing
- Refrigeration equipment & systems

- Solar thermal
- Steam systems

Plumbing Contractors License

License Type (*select one*):

- Plumbing Contractor
- Master Plumber

License number: _____

Expiration date: _____

Contractor of record: _____

Services provided:

- Water heating

Boiler Contractors License

License Type (*select one*):

- Boiler Installer
- Boiler Repairer
- Boiler Operator

License number: _____

Expiration date: _____

Contractor of record: _____

Services provided:

- Boiler installation
- Boiler repair

Residential Builders or Maintenance & Alterations License

License Type (*select one*):

- Residential Builders
- Residential Maintenance & Alterations

License number: _____

Expiration date: _____

Contractor of record: _____

License Classification (Maintenance & Alterations Licenses Only):

- G—Insulation Work
- M—Roofing
- N—Screen & Storm Sash

Services provided:

- Air Sealing
- Insulation
- Roofing
- Windows/Doors

Solar Photovoltaic Contractors

Because of the complex nature of solar photovoltaic systems, Michigan Saves has additional requirements for solar PV installation contractors. Contractors must provide documentation that they meet the following minimum requirements.

- Electrical Contractor or Master Electrician license **and** a Residential Builders license
If subcontracted, include company name(s) and license numbers under applicable licenses listed above.

And, solar PV contractors must meet at least **one** of the following requirements. Please indicate which requirement applies and provide documentation. When claiming work experience, please provide copies of the utility interconnection agreements as documentation.

- NABCEP Solar PV Installer Certification; or
- NABCEP Solar PV Entry Level Program and two installations totaling 1 kWDC, with at least 1 solar PV system that includes an inverter and is subject to a complete electrical permitting and inspection process by local authorities. And, the contractor must have served as either foreman, site supervisor, or site manager, responsible for the quality of the installation, for both installations; or
- Installations of at least 4 solar PV systems, with 3 that include an inverter and are subject to a complete electrical permitting and inspection process by local authorities. And, the contractor must have served as a foreman, site supervisor, or site manager, responsible for the quality of the installation, for at least three of the installations.

SECTION 4: LEAD AND ASBESTOS CERTIFICATION

The Environmental Protection Agency (EPA) requires that contractors performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities, and schools must be certified and follow specific work practices to prevent lead contamination if the structure was built before 1978. More information is available at <http://www.epa.gov>. Michigan Saves requires that all contractors with a Residential Builders or a Residential Maintenance and Alteration License provide documentation of training. Michigan Saves encourages, but does not require, all other contractors to provide documentation of training.

- My company has successfully completed the Federal Lead Safe Certification Training Course. (Please provide a certificate of completion.)
- Federal lead-safe requirements do not apply because I do not disturb more than 6 square feet of lead-based paint during the normal course of business or I do not work in buildings subject to this requirement.

In addition, Michigan Saves strongly suggests, but does not require, that all contractors provide documentation of Asbestos Awareness training.

- My company has successfully completed an Asbestos Awareness Training Course. (Please provide a certificate of completion.)

SECTION 5: THIRD-PARTY CERTIFICATION

Please indicate if you have any of the following third-party certifications or equivalent experience. If so, please provide documentation of each certification or audits performed. You must notify Michigan Saves immediately if any of the certifications are no longer current or are no longer held by an individual employed with your company.

Energy Auditor Certification

Certification in at least one of the following categories is required to conduct energy assessments as part of the Michigan Saves Commercial Loan Program. Check all that apply and provide documentation for one employee. If you sub-contract energy assessment work, please provide documentation of the sub-contractor's qualifications.

- Licensed Professional Engineer (P.E.)
- Registered Architect (R.A.)
- Certified Energy Manager (CEM)
- Certified Energy Auditor (CEA)
- Qualified Auditor (have done at least 25 audits over the last 3 years, some with energy modeling. Please provide a list of audit projects and indicate the name of the energy model used)

If Energy Audit work will be subcontracted, please provide the contact information for the sub-contractor.

Contact Person: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Certification for Mechanical Contractors

Check all the following certifications that apply and provide documentation for one employee. All of these certifications are optional, although strongly encouraged.

HVAC Excellence Certifications

- | | |
|--|---|
| <input type="checkbox"/> Principles of Electrical & Refrigeration Theory | <input type="checkbox"/> Gas, Electric or Oil Heat |
| <input type="checkbox"/> Light Commercial Air Conditioning | <input type="checkbox"/> Residential & Light Commercial Hydronic Heat |
| <input type="checkbox"/> Light Commercial Refrigeration | <input type="checkbox"/> Carbon Monoxide |
| <input type="checkbox"/> Heat Pump Service or Installer | <input type="checkbox"/> Combustion Analysis |

National Comfort Institute (NCI) or National Balancing Institute (NBI) Certifications

- Air Balancing & HVAC System Diagnostics
- Carbon Monoxide & Combustion Analysis
- Commercial HVAC Testing & Balancing

North American Technician Excellence (NATE) Certifications:

- | | |
|---|---|
| <input type="checkbox"/> Air Conditioning Installation or Service | <input type="checkbox"/> Hydronics Gas Installation or Service |
| <input type="checkbox"/> Air Distribution Installation or Service | <input type="checkbox"/> Hydronics Oil Installation or Service |
| <input type="checkbox"/> Air to Air Heat Pump Installation or Service | <input type="checkbox"/> Light Commercial Refrigeration Installation or Service |
| <input type="checkbox"/> Gas Heating Installation or Service | <input type="checkbox"/> Commercial Refrigeration Installation or Service |
| <input type="checkbox"/> Oil Heating Installation or Service | |

Certification for Solar Photovoltaic or Solar Thermal Contractors

Check all the following certifications that apply and provide documentation for one employee. All of these certifications are optional, although strongly encouraged.

North American Board of Certified Energy Practitioners (NABCEP)

- Solar Photovoltaic Installer
- Solar Thermal Installer
- Solar PV Entry Level

SECTION 6: PROJECT EXPERIENCE

Describe prior work performed during the last 2 years, beginning with the most recent. The list must include a short description, dates, clients, contact information, approximate dollar value, and size. Please attach additional pages if necessary.

Client:		Date of Work:	Approximate Cost:
Address:		Phone:	Email:
Job Description:			

Client:		Date of Work:	Approximate Cost:
Address:		Phone:	Email:
Job Description:			

Client:		Date of Work:	Approximate Cost:
Address:		Phone:	Email:

Job Description:

SECTION 7: WORK SAMPLES (ENERGY AUDITORS ONLY)

Please include with your application samples of typical written and graphic materials prepared for TEA or ASHRAE Level I or II Audits. Work samples must be for facilities within the commercial/institutional sector, ideally within the retail food sector. You do not need to attach an entire audit. Please attach representative components of the audit, which convey important information to the customer. Do not submit more than three (3) work samples.

Also, briefly describe in space provided:

Data gathering methods: _____

Energy modeling methods and software used: _____

Techniques or equipment to standardize audit process: _____

SECTION 8: REFERENCES

Please provide three references that Michigan Saves staff may contact.

Name: _____ Company: _____

Phone: _____ Email: _____

Name: _____ Company: _____

Phone: _____ Email: _____

Name: _____ Company: _____

Phone: _____ Email: _____

SECTION 9: DISCIPLINARY OR LEGAL ACTIONS

Have you individually or your business (or its predecessors) ever been subject to disciplinary proceedings or license revocation by the State of Michigan? Yes No

If yes, please explain (attach additional pages if necessary): _____

Does your company or its owners/principals have any outstanding legal claims, including bankruptcy proceedings? Yes No

If yes, please explain (attach additional pages if necessary): _____

SECTION 10: OTHER

Minority or Women Owned Business: Yes No

Disadvantaged Business Enterprise: Yes No

Provide general information about your company, its principals and its history: _____

Michigan Saves Contractor Agreement

Terms and Conditions for Participation

The *Michigan Saves Contractor Application* and this *Michigan Saves Contractor Agreement* (this "Agreement") set out the terms and conditions under which contractors shall participate in the Michigan Saves Commercial Loan Program ("Program"). If Michigan Saves authorizes the contractor for the Program, the contractor agrees to be bound by all the terms and conditions set forth in the Application and this Agreement. Furthermore, all terms, conditions, and program requirements set forth in the Detroit Pilot: Program Guidelines for Contractors are part of this Agreement and hereby incorporated by reference. Failure to abide by these terms can result in immediate termination from the Program. Pursuant to the terms of this Agreement, contractors contract with eligible businesses to provide energy efficiency products and building performance services that comply with Program requirements.

I. Contractor has the capability to conduct business successfully

- a. Contractor must describe contractor's business structure, i.e., corporation, limited liability company, limited partnership, sole proprietorship, and provide documentation if requested.
- b. Contractor must provide contractor's state business license number and a copy of the license.
- c. Contractor shall have, and must maintain, workers' compensation insurance, unless the contractor is exempt under state law as a sole proprietor or limited partnership or the contractor maintains a limited liability company that is eligible for exclusion under state law.
- d. Contractor shall have, and must maintain, occurrence-based commercial general liability insurance (including products and completed operations coverage) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$2,000,000.
- e. Evidence of insurance as described above must be submitted to Michigan Saves in the form of a certificate of insurance. The certificate of commercial general liability coverage must clearly identify "Michigan Saves" as an additional insured.
- f. Contractor must immediately notify Michigan Saves if contractor no longer has the minimum level of insurance required for participation. In addition, contractor must notify Michigan Saves immediately of any changes including, but not limited, to any change of address or proposed or actual changes in its ownership or business structure.
- g. Contractor shall provide the customer a written warranty of labor and materials for a minimum of one (1) year from the date of service. Equipment installed shall carry the manufacturer's warranty.
- h. Contractor must provide customers with written estimates and enter into written contracts with customers for work paid for with a Michigan Saves loan.
- i. Contractor must comply with all applicable federal, state, and municipal laws, ordinances, regulations, and all applicable building codes.
- j. Contractor must comply with the requirements of Michigan's Construction Lien Act at all times.
- k. Contractor shall support quality assurance field inspections, by the Michigan Saves Quality Assurance Coordinator, of work that has been performed. Michigan Saves may assign to a third party all or any part of its rights to inspections and verification of contractor's work, without the consent of the contractor. The contractor must cooperate with these inspections and verifications, and continue to perform at the applicable standards. Inspections will verify the project for program purposes only, and no warranty for any purpose is implied. Michigan Saves will notify the contractor if any non-compliance issues are discovered as a result of these inspections. Pursuant to the quality assurance procedures described in program documents, the contractor shall make any required health and safety repairs or corrections and/or other repairs needed to bring such work up to applicable standards, at no additional cost to the customer and at no additional cost to Michigan Saves or the program.
- l. Contractor must maintain for a minimum of one year (or longer if required by law) records of contracts, inspection and test results, and applicable forms related to work funded in whole or in part with a Michigan Saves loan and must provide Michigan Saves reasonable access to these records.
- m. Contractor must follow the Michigan Saves marketing guidelines when promoting Michigan Saves and the Program.

II. Other Contractor Obligations

- a. Contractor must obtain and maintain all appropriate and necessary licenses and certifications while participating in the Program.
- b. Contractor must participate in certain Michigan Saves training programs prior to performing any work under the Michigan Saves program.
- c. Michigan Saves reserves the right to charge contractor an administrative fee on a per loan or other basis following thirty (30) days prior written notice to contractor. The proceeds from collected fees shall be used by Michigan Saves for administration, quality assurance, and sustaining funds for the Program.

III. Indemnification and Liability

- a. Contractor will indemnify, reimburse, hold harmless, and defend Michigan Saves, as well as the directors, officers, employees, agents, and other consultants from any claims of any kind including, but not limited to, losses, costs, damages, punitive damages, penalties, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any act of omission of the contractor, its employees, agents, or subcontractors of any tier or any other entity or person from whom the contractor is liable, in the performance or non-performance of services as part of the Program and for any breach of any representation, warranty, or covenant of contractor.
- b. Under no circumstances shall Michigan Saves, its directors, officers, employees, agents, and other consultants be liable to contractor for any further amounts in connection with the Program under any legal theory, including any special, consequential, incidental, or indirect damages.
- c. Contractor shall be an independent contractor and participation in the Michigan Saves program is not intended to make the contractor an employee, agent, partner, or joint venture partner of Michigan Saves or any of its directors, officers, employees, agents, or other consultants.
- d. Notwithstanding Michigan Saves' recognition of third-party certifications or accreditations specific to their trade, contractor understands that Michigan Saves is not endorsing contractor's business, or warranting, endorsing, or guaranteeing the performance of any equipment that may be sold by the contractor financed with a Michigan Saves loan. Contractor must include a disclaimer to this effect if the Michigan Saves logo is used on any of the contractor's marketing or other promotional materials.
- e. Under no circumstances shall Michigan Saves be liable to the contractor for any direct or indirect losses, costs, or damages arising from or related to any representations, equipment, or installation under the Program.
- f. Michigan Saves and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of the contractor or any other persons to hazardous materials of any kind in connection with the contractor's participation in the Program, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.
- g. If the contractor or their subcontractors becomes involved in a dispute with a customer over business practices, the contractor shall work to settle the dispute amicably with the customer. Michigan Saves has no responsibility to provide dispute resolution assistance. However, regardless of the nature of, or parties involved in, the dispute and any resolution, the contractor shall hold Michigan Saves harmless from any claim or action arising from work in the program.

IV. Remedies and Miscellaneous

- a. Either party may terminate this Agreement in writing at any time and for any reason by thirty (30) days written notice of termination. However, even if this Agreement is terminated as to future improvements, this Agreement shall remain in effect with regard to improvements already installed or in process. Notwithstanding anything to the contrary herein, termination of this Agreement does not release the contractor from any of contractor's responsibilities or liabilities related to loans and customer contracts arising before the termination, unless Michigan Saves and the customer expressly agree in writing to release contractor from those responsibilities or liabilities.
- b. This Agreement shall be deemed to be made in the State of Michigan and shall be governed by the laws of the State of Michigan without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Michigan. Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in the Circuit Court of Ingham County, Michigan, or the federal District Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections such party may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.

- c. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute through direct discussion and good faith negotiation. In the event that any dispute, controversy, or claim between the parties arising out of or relating to this Agreement cannot be settled by direct discussion after a period of thirty (30) days, the parties agree to have the dispute, controversy, or claim submitted first to non-binding, facilitative mediation with the assistance of a mediator who is mutually consented to by the parties to the dispute. The costs of mediation process shall be shared equally among the parties to the dispute and each party shall be responsible for their own legal fees, if any, incurred through the mediation process. The mediation shall be conducted in Ingham County, Michigan. If after a good faith effort the dispute has not been fully resolved by the mediation process, the parties may pursue any other method of resolution. In the event of any dispute with Michigan Saves, the contractor agrees not to make any release or disclosure of the dispute, except (1) to their respective employees and professional advisors who have a need to know and who agree to keep the information about the dispute confidential, and (2) except as necessary to pursue legal remedies; and provided, further, that the foregoing shall not prevent the contractor from disclosing such information to the extent its counsel deems such disclosure necessary to comply with applicable laws.
- d. Michigan Saves has received and will receive information from the contractor related to the work to be completed by the contractor under the Program and will use that information for program management and evaluation and treat the information as confidential unless otherwise required by law. Michigan Saves will not release any identifying information to contractor's competitors without contractor's consent and will not sell contractor's information to third parties. For all other uses, Michigan Saves will only release contractor information in an anonymous and aggregated form.
- e. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- f. Michigan Saves may amend the Application, Agreement, and other program forms periodically. Michigan Saves will provide written notice of the amendments to contractors, 30 days prior to the effective date of the changes. Michigan Saves assumes contractors accept the amendments unless they opt-out, by giving written notice, prior to the effective date of the changes. Contractors, who do not accept the amendments and opt-out, will be terminated from the program and subject to the termination provisions in part IV(a) of the Agreement.

Authorized Signature

NOTE: Print this page and mail a signed copy to the address listed at the beginning of the application.

By signing this Agreement, I represent and warrant that (i) I am duly authorized to submit this Agreement on behalf of the contractor; (ii) the information provided in the Application and any other related documents delivered to Michigan Saves, is true, accurate, and complete; (iii) I have read the Application and the Agreement in their entirety; (iv) I understand and accept the terms and conditions contained in this Agreement. I further understand and accept that the approval or rejection of the Application is at the sole discretion of Michigan Saves and only upon receipt of an Application Approval Notice will the contractor be able to promote Michigan Saves loans to customers.

Authorized Representative (print name)	Company	Title
Signature		Date



Michigan Saves: Pilot Detroit Guidelines for Authorized Contractors

OVERVIEW

In partnership with Enterprise Detroit (a Detroit-based community development financial institution) and DTE Energy, Michigan Saves has a pilot project with affordable commercial loans of up to \$150,000 available to businesses and other entities located in the city of Detroit for the installation of energy-saving improvements. Loans are originated and serviced by Enterprise Detroit. In addition to providing default support for loans, Michigan Saves authorizes a network of contractors, establishes program guidelines, provides customer support, and monitors and tracks the installations. Authorized contractors help promote the program and perform work for the customer, including energy audits and installation of energy-saving improvements, such as lighting, HVAC, refrigeration, insulation, and windows. DTE Energy provides rebates for qualifying equipment, subject to available funding. The program is also designed to integrate with the SmartBuildings Detroit program, federal tax credits, and other available incentives for energy efficiency.

LOAN PRODUCT AND INCENTIVES

Loans are available in amounts ranging from \$10,000 to \$150,000 at fixed APR not to exceed 5 percent. There is no pre-payment penalty. An application fee of not more than 1 percent of the loan or \$500, whichever is greater, may be charged.

Special incentive offer—Michigan Saves will provide special incentives in the form of an interest rate buydown and/or incentive payment for the energy audit for loans financing whole-building improvement projects that reduce the businesses' energy consumption by at least 20 percent (estimated based on modeling), as defined below under Eligible Properties and Improvements. Details will be provided as part of contractor training and will be included in promotional materials.

PROCESS (KEY STEPS)

1. Business submits pre-qualification form (available at www.michigansaves.org) to Michigan Saves.
2. If applicable, business owner works with energy auditor for building energy assessment. Business owner submits assessment report and rebate request form to admin@michigansaves.org for \$1,000 assessment rebate.
3. Business owner works with contractor (and energy auditor, as applicable) to identify eligible improvements and prepare scope of work with cost estimate.
4. If applicable, business owner submits rebate reservation request to DTE. Rebate reservation request form available at DTE website, <http://www.dteenergy.com/businessCustomers/saveEnergy/rebates/prescriptive2012.html>
5. Business owner submits the final loan application to Michigan Saves with a preliminary Michigan Saves Specification Sheet (scope and cost of improvements) and, as applicable, includes copy of the DTE Energy rebate reservation letter.
6. If approved, business owner is notified of the loan amount and then the contractor makes the energy efficiency improvements.

7. When the work is finished, business owner and contractor sign a Certificate of Completion form and contractor submits this form with final Specification Sheet to Michigan Saves. Remaining \$500 assessment rebate is disbursed.
8. As applicable, business owner provides DTE Energy the required documentation to receive the YourEnergySavingsSM incentives (business owner signs the release to have these applied toward the loan).
9. Enterprise Detroit will pay the contractor(s) for work on behalf of the business owner.

CONTRACTOR QUALIFICATIONS AND TRAINING

Michigan Saves maintains a list of authorized contractors that perform energy audits and install energy efficiency improvements financed through the pilot project. These contractors must meet minimum qualifications, including business and trade licenses, insurance, and third-party certification, as applicable (see the Application Instructions for details). Contractors submit an application to become a Michigan Saves authorized contractor and attend a short training session on the financing process and program requirements. The application, agreement, and instructions are available on the Contractor page under the Partners tab at www.michigansaves.org. Training information will be provided after applications are approved by Michigan Saves.

Contractors located within the city of Detroit will be featured prominently in the list of authorized contractors to help promote local businesses.

In certain cases, a building owner may serve as its own contractor (this will be decided on a case-by-case basis). When this occurs, the building owner must complete and submit the Specification Sheet and Certificate of Completion (see Forms and Quality Assurance section below).

ELIGIBLE PROPERTIES AND IMPROVEMENTS

Eligible properties are businesses and nonprofit organizations located in the **city of Detroit** that take out a Michigan Saves commercial loan through Enterprise Detroit. Michigan Saves is particularly interested in marketing the program to the retail food sector, including restaurants and grocery stores.¹ Properties in Highland Park and Hamtramck are not eligible at this time.

Projects must achieve a minimum of 20 percent energy savings using a whole-building approach or per energy conservation measure implemented (i.e., boiler, pumps, lighting, refrigeration) as described further below. Businesses and organizations can follow one of two options to qualify energy-saving improvements for financing:

Whole-Building Option

- This option will provide financing for work recommended in an audit conducted by certified auditor that reduces the total energy consumption of the building by a minimum of 20 percent. Special incentives in the form of a reduced interest rate are available on a first-come, first served basis to customers who achieve this minimum threshold.
- Audits must follow Technical Energy Analysis Standards, as specified by the Rebuild Michigan program or American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Preliminary Energy Use Analysis (Level I) or equivalent. Whole-building modeling must also be conducted in order to quantify the energy savings and show that the improvements meet or exceed the 20 percent threshold.
- A post-retrofit evaluation of the building and its major systems and components will be conducted as part of the Michigan Saves quality assurance process. This evaluation will determine whether the work completed was done correctly and had the intended effect while ensuring the health and safety of the building's occupants.

¹ Michigan Saves' statewide program, which is under development and expected to launch in early 2012, will be limited to retail food businesses until it is expanded in 2013.

- Renewable energy installations, including geothermal, solar thermal, and solar PV, qualify for financing only if the overall project achieves at least 20 percent energy savings for the entire building. In other words, the renewable energy must be packaged with energy efficiency improvements that reduce the building's total energy (natural gas and electricity) consumption by 20 percent.²

À la Carte Option

- This option will provide financing for a measure or combination of measures that achieve at least 20 percent savings over existing equipment or conditions and also meet one or more of the following to ensure that they are cost-effective and result in verifiable energy savings:
 1. Qualify for utility (prescriptive or custom) rebate (can include DTE Energy and/or Detroit Public Lighting Department rebates); and/or
 2. Are included in the Michigan Energy Measures Database maintained by the Michigan Public Service Commission.
- Typical measures for the retail food sector that have been pre-screened as eligible are available in the Summary of À la Carte Eligible Measures for Retail Food Sector document on page 5.

Non-Energy Building Improvements:
Under the whole-building and à la carte options, **up to 5** percent of the total financed amount can be for building upgrades not related to energy use.

PAYMENT

Payment is made to the contractor after the Certificate of Completion is signed by customer and contractor and is received by Enterprise Detroit (form is sent to Michigan Saves, which forwards it to Enterprise Detroit to release payment). Check is payable to the contractor. Enterprise Detroit will make up to four payments per project, including payments to different contractors. If necessary, customer should request multiple checks when applying for the loan. The final payment must be for at least 15% of the total loan amount and requires submission of the Certificate of Completion.

FORMS AND QUALITY ASSURANCE

Upon completion of the work, the contractor will submit a Certificate of Completion and Specification Sheet to Michigan Saves, which will trigger payment from Enterprise Detroit. The Certificate of Completion must be signed by the customer and the contractor. If multiple, independent contractors are performing work as part of a larger project, each contractor may complete and submit its own form for the respective portion of the work once it is completed.

Submittal Instructions for Specification Sheet and Certificate of Completion

Information on these forms is considered sensitive information, and should be protected. Submit documents through the Michigan Saves secure online transfer system using the instructions below. **DO NOT e-mail forms.**

1. Go to www.michigansaves.org
2. Click “**Submit Forms**” lower left corner (Screen will change to PSC branding)
3. Click “**Secure Upload**”
4. Use admin@michigansaves.org as destination address
5. Follow instructions to upload forms and send

² If geothermal or solar thermal systems are being proposed, the net reduction in electricity and natural gas usage, as applicable, can count toward the 20 percent threshold.

Post-Installation Inspections

Michigan Saves and/or DTE Energy may conduct periodic site inspections to verify installation of equipment and quality of work performed. Draws on the loan amount done prior to completion will require an on-site inspection. In addition, projects under the whole-building option will have a post-retrofit evaluation as part of the quality assurance process. Quality assurance will also consist of technical review of each project's scope of work pre- and post-installation.

QUESTIONS

Direct questions regarding these guidelines, including eligible improvements and contractor qualifications, should be directed to registration@michigansaves.org or 517-484-6474.



Summary of À la Carte Eligible Measures for Retail Food Sector

The following are pre-screened eligible measures applicable to the retail food sector.

Lighting

- T-12 to T-8 retrofits, particularly in older convenience stores, small grocery stores, or in the storage areas of older restaurants
- Replace/convert incandescent exit signs to LED
- Various interior lighting changes, such as removal of incandescent bulbs or PAR38 flood/spot lights – replace with CFL or LED
- Parking lot lighting – typically sodium or perhaps metal halides. Could be converted to fluorescent, HID, or LED
- Exterior lighting bi-level controls w/override
- LED lighting for refrigeration cases
- Motion sensors to control LED lights on refrigeration cases
- Occupancy sensors in restrooms

HVAC and Hot Water

- Replace kitchen exhaust fans with high efficiency, variable speed exhaust fans
- Replace older rooftop AC units with high efficiency units
- Install better HVAC controls
- Re-commission & re-balance AC units and start on O&M schedule
- Add economizer to rooftop AC unit
- Boiler controls & tune up
- Regular furnace maintenance
- New high efficiency furnace or boiler
- Replace hot water heater with higher efficiency model
- Reduce hot water set point
- High efficiency sprayers
- Pipe wrap insulation

Refrigeration / Freezers

- Anti-sweat heater controls
- Replace air seals and curtains on coolers
- Retrofit coolers with high efficiency evaporator and condenser fan motors
- Night covers for open refrigeration cases
- Floating head pressure control
- Place units on a preventative maintenance program
- Replace timed defrost controls with adaptive defrost controls
- Refrigerator or freezer replacement

Cooking Equipment and Other Appliances

- Fryers, griddles, ovens, steam cookers
- Ice machines
- Washers and dryers
- Hot holding cabinets