

Smart Energy Loan Program – Auditor & Contractor Resources

Auditors and Contractors wishing to participate in the City of Plano's Smart Energy Loan Program must review, complete and submit the required documents below to be considered. These documents are required in addition to being an ONCOR registered Service Provider.

- Auditor/Contractor Agreement
- Contractor Indemnification
- Project Eligibility Program Criteria – Energy Efficiency Loans



Smart Energy Loan Auditor/Contractor Participation Agreement

The City of Plano's Smart Energy Loan (SEL) Program provides loans in partnership with Credit Union of Texas to homeowners for energy-efficiency improvements made to their existing homes that improve the home's Home Energy Rating System (HERS) rating. The City of Plano will provide an approved list of auditors\contractors for homeowners to select from to perform their pre-improvement and post-improvement energy audits, as well as the actual improvements.

Auditors\Contractors wishing to participate in the Program shall meet the minimum requirements below and agree to the process as delineated in the attached Resident Agreement referred hereto as "Exhibit A."

The following minimum requirements must be met in order for vendors, contractors or consultants to be eligible for placement on the SEL Program list.

1. Auditors must be TX HERO certified and an ONCOR registered Service Provider.
2. SEL funds will be utilized to pay for energy efficiency updates through the Lender based loans. The auditor\contractor also agrees to access Utility-based funding if available.
3. All Auditors and Contractors must abide by all applicable regulations, rulings, statutes and building codes currently adopted by the City and meet or exceed the following requirements:
 - a. Must maintain program standards and approved listing within the ONCOR TEEM Program Service Providers. The ONCOR procedure includes: identified minimum levels of Insurance Coverage: Comprehensive general liability & Workers Compensation liability, Qualifications: Financial strength and capability, Technical and Managerial capabilities, and evidence of appropriate licenses, certifications and necessary permits.
 - b. Must notify the City of any and all changes to the established insurance coverage, qualifications and licenses or certifications.
4. If auditor or contractor is not able to perform all of the work themselves, they may use sub-contractors. Primary Contractor **must** oversee all sub-contractor work, verify all of the completed work and pay the sub-contractor directly. All SEL based funds will be assigned to the sole primary contractor and borrower exclusively.
5. Auditors and/or Contractors shall contract directly with the homeowner for any work performed related to the Program.
6. Contractor shall comply with all City of Plano required permits, solid waste, recycling, and special waste disposal regulations. The primary contractor must complete the attached City of Plano waste disposal form for each ARRA project.
7. Auditors and/or Contractors must submit within **30 days** after the post-improvement audit all final paperwork including, but not limited to, pre-improvement and post-improvement audits, a Final Condition Improvement Analysis, a Fuel Summary Report, signed invoices and waste disposal plans. Invoice shall identify all funding sources and amounts applied to each energy efficient upgrade application i.e. SEL,

Texas HERO, Home Performance for Energy Star, outside utility or energy provider, City of Plano's grant, Recipient and other vendor or equipment funding sources.

- 8. Auditors and/or Contractors may be removed from the program for failure to abide by program guidelines, provide necessary documentation or if auditor/contractor develops reported performance or customer service complaints.**

Auditor and/or Contractor shall release, defend, indemnify and hold the City of Plano and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Auditor and/or Contractor or caused by the negligent act or omission or intentional wrongful act or omission of Auditor and/or Contractor, its officers, agents, employees, subcontractors, licensees, or any other third parties for whom Auditor and/or Contractor is legally responsible for the services related to or may arise out of or be occasioned by Auditor and/or Contractor's breach of any of the terms or provisions of the Smart Energy Loan Program.

The approved auditor and contractor list is merely an informational resource for homeowners. The City of Plano does not endorse any of the vendors, contractors or consultants on the list and does not discriminate in assembling the information therein. Furthermore, the list is provided as a public service to the Program participants and no rights are hereby created for auditors and contractors to demand placement on the list. Furthermore, no contractual relationship is created at any time between the City of Plano and any auditor or contractor participating in the Program. All work relationships related to the Program are strictly between the homeowner and the contractor. The City of Plano reserves the right to remove any vendor, contractor or consultant from the list at its sole discretion.

Company Name

Auditor/Contractor Name

Auditor/Contractor Signature

Date

Company Mailing Address

Contact Phone Number

City of Plano Use Only:

Verified by: _____

Verified Date: _____

SMART ENERGY LOAN - AUDITOR/CONTRACTOR
DISCLAIMER/INDEMNIFICATION

PURSUANT TO THE CITY OF PLANO SMART ENERGY LOAN PROGRAM, THE CITY OF PLANO (CITY) IS NOT A PARTY TO THE CONTRACT BETWEEN HOMEOWNER AND CONTRACTOR FOR AUDITS OR HOME IMPROVEMENTS. THE CITY AND ITS REPRESENTATIVES ARE SOLELY ENERGY EFFICIENCY ADMINISTRATORS AND AS SUCH ARE REQUIRED TO PROVIDE INFORMATION AND MONITOR COMPLIANCE WITH CITY AND FEDERAL POLICIES AND REGULATIONS IN THE ADMINISTRATION OF THE PROGRAM. ANY INFORMATION PROVIDED BY THE CITY TO THE CONTRACTOR DOES NOT CONSTITUTE LEGAL ADVICE TO THE CONTRACTOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

CONTRACTOR AGREES THAT IT IS HIS/HER RESPONSIBILITY TO SEE THAT HE/SHE COMPLETES THE WORK SPECIFIED AND THAT HOMEOWNER PAYS CONTRACTOR FOR THE IMPROVEMENTS. CITY HAS NO RESPONSIBILITY FOR ANY PAYMENT FOR WORK OF THE CONTRACTOR.

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S PARTICIPATION IN THE CITY OF PLANO SMART ENERGY LOAN PROGRAM, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE

COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

By signing below, I acknowledge that I have fully read this disclaimer/indemnification agreement and understand and agree to the terms contained herein.

DATED this _____ day of _____ 2014.

<<a duly authorized representative of
insert name of contractor>>

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____,
2014 by _____.

Notary Public in and for the
State of Texas



**Exhibit C
Project Eligibility Program Criteria
Energy Efficiency Loans**

Borrowers: Eligible Plano Residents must be able to demonstrate the following minimum program requirements:

- Must live in an owner occupied home in Plano
- Must hold title to the property w/no involuntary liens
- Current on property related debt (taxes, etc.)
- Current on all mortgages
- Must meet minimum credit requirements as determined by Lender
- Must meet minimum income requirements as determined by Lender
- No bankruptcy or foreclosure the past 3 years
- Must complete all required program documents and participate in surveys and/or program evaluations from City as requested
- Borrower must be a US citizen or legal alien

Energy Efficiency: The project design includes measures designed to meet energy efficiency standards based on the City of Plano developed standards as listed below.

* represents permit required

ENERGY EFFICIENCY MEASURES (2009 IECC Version)		
Category	Measure	Minimum Efficiency/Certification Requirements
Air Sealing And Ventilation	Air Sealing	Air exchange rate for structure envelope shall not be less than 0.35 ACH (2009 IECC, 405.5.2(1)).
	Duct Sealing	Mastic / UL181A,B, B-FX, C, H, M or P tapes shall be used to make duct joints substantially airtight (2009 IRC, M1601.4.1). Installation requirements must comply with duct tightness verified by Post Construction Test per 2009 IECC, 403.2.2 .
Insulation	Attic*	R-38 minimum required in open attic areas. Full height uncompressed R-30 shall be deemed in compliance at the eaves and at cathedral/vaulted ceilings (2009 IECC, 402.2.1 and 402.2.2). Attic access hatches and doors shall be weather-stripped and insulated with similar R values as adjacent surfaces (2009 IECC, 402.2.3).
	Wall*	R-13 minimum for Collin & Denton County (warm, moist, humid) (2009 IECC, table 402.1.1).

	Floor (over unconditioned space)*	R-19 minimum (2009 IECC, table 402.1.1).
	Ducts*	R-8, in attics; all other ducts shall be insulated to R-6 (2009 IECC, 403.2.1).
Space Heating and Cooling	High Efficiency Furnace*	Equipment sizing shall comply with ACCA Manual S and Manual J. Electric furnace shall comply with UL1995 (2009 IRC, M1402.1 and 2009 IECC, 403.6)
	Ground Source Heat Pump*	Heat pumps shall comply with 2009 IRC M1403.1. Electric heat pumps shall comply with UL1995.
	Radiant Heating	Radiant heating shall comply with 2009 IRC, M1406 and chapters 34 through 43 (equipment).
	Central A/C*	13 SEER and 12 EER or higher for split systems; (2009 IECC, table 503.2.3(1)). 11 EER or 13 SEER min. for packaged systems (2009 IECC, table 503.2.3(1)).
	Programmable Thermostats	7-day models (2009 IECC, 403.1.1).

ENERGY EFFICIENCY MEASURES CONTINUED (2009 IECC Version)		
Water Heating	Demand/tankless*	Energy factor of 0.62 – 0.0019V, EF (DOE 10 CFR, Part 430) Energy Star listed for >50,000 Btu/h and <200,000 Btu/h (2009 IECC, table 504.2).
	High efficiency natural gas storage*	0.67 – 0.0019V, EF (Energy Star listed) for <= 75,000 Btu/h (2009 IECC, table 504.2). R-16 tank insulation; hot water pipe insulation min. of R-3 (2009 IECC, 403.3).
Lighting	Fixtures, ballasts*	Use CFL throughout home.
	Timers, sensors (permit only if high voltage)*	Outdoor flood lights on sensors.
Day Lighting	Light Shelves/solar tubes*	If new windows are installed, see Windows, Doors & Skylight section below.
	Solar screens	Min. 90% heat blockage.
Windows, Doors & Skylights	Exterior windows and glass doors*	Replacements only; not newly created windows and doors – Windows: U-Factor of 0.50 or less, low-e (2009 IECC, table 402.1.1). Glazed Doors: Max 45% glazing, U-Factor of 0.35

		or less, double glazed. (2009 IECC, table 303.1.3(2))
	Insulating exterior doors*	Non-glazed doors: Steel doors insulated: U-Factor 0.60 or less Wood doors: U-Factor 0.50 or less (2009 IECC, 303.1.3(2)).
	Skylights*	Upgrades only, not new skylights. Skylight U-Factor of 0.65 or less (2009 IECC, table 402.1.1).
Reflective Roof	Metal or asphalt*	Reflective shingles. Must be Energy Star listed. Min Class C rating.
Pool Equipment	High efficiency pool circulating pump*	Pool heaters with accessible on-off switch and timer that controls both heater and pump (2009 IECC, 403.9.1 and 403.9.2).
	Manual or Automatic pool cover*	Cover required on heated pools (2009 IECC, 403.9.3)
	Air source heat pump*	Shall meet 4.0 COP, AHRI 1160 (2009 IECC, table 504.2).
Landscaping	Focused on heating/cooling	Ex: plant deciduous trees on south side of house. Consider future shading as trees grow.

RENEWABLE ENERGY MEASURES (2009 IECC Version)

Solar Hot Water	Rooftop*	Must be rated by the Solar Rating & Certification Corporation (For installation requirements see 2009 IMC, 1402).
	Pool*	Must be rated by the Solar Rating & Certification Corporation (For installation requirements see 2009 IMC, 1402).
	Hot tub*	Solar rating & Certification Corporation (For installation requirements see 2009 IMC, 1402).
Solar / Photovoltaics	Roof or Ground Mounted System*	UL listed equipment (For installation requirements see 2008 NEC, 210.5(C)).
Small Wind Turbines	Ground mounted or roof mounted*	UL listed equipment and meet 2008 NEC.

Fireplaces	High efficiency fireplaces & fireplace inserts*	Only retrofits of existing fireplaces are eligible; not newly constructed fireplaces. Min efficiency 75% Gasket equipped doors and outdoor combustion air (2009 IECC, 402.4.3) and UL listed equipment.
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The project design does not dedicate more than 20% of the project's total budget toward any non-energy efficiency design measures that are necessary to install energy efficiency measures.

Acceptable Measures: Acceptable energy efficiency design measures are any measures identified by City's program standards, Texas HERO Standard Audit or contractor during a qualifying home energy assessment and presented to the borrower during a home energy advisor consultation session.

A program prerequisite for all funded \$SMART Energy Loan: a Residential Energy Improvement Program applications will be the completion of identified Whole-house Energy Efficiency Package and a Texas HERO Standard Home Audit Improvement Analysis Report ("HERO Report"). The HERO Report will identify the home's baseline rating and assist in prioritizing completing projects based on energy efficiency improvement, return on investment and existing equipment condition.

Whole-house Energy Efficiency Package consists of a minimum of sealing ducts, windows, doors and wall penetrations; HVAC tune-up; attic insulation of at least R=38; insulating/sealing recessed lights in ceilings; installation of at least 50% CFL light bulbs and insulating water heater tanks. In addition, the home will need to demonstrate a **HERS Index improvement of 10%**, while reaching a minimum air leak/penetration of between .36 to .40 ACH (as measured by 2009 IECC, 405.5.2 (1)). Home projects can be excluded from the Whole-house Package prerequisite, through achieving a HERS Index of 125 or below (if built on or before 2000) or below 101 (if built after 2000) or if the systems are for an emergency replacement (as noted below).

Other common acceptable measures:

- Minor repairs to walls, windows and/or doors to reach minimum air-leak required
- Attic ventilation to meet 2009 IRC R806.2
- Exterior wall insulation
- HVAC Energy Efficiency Verification Inspection & Correction
- Energy Monitoring/Management system (programmable thermostats)
- Solar screens and Daylighting Systems
- Replacing lighting with CFL "pin-base" fixtures
- Hot Water Heating Systems (solar, tankless or higher efficiency storage tanks)*
- HVAC Replacement* (ARI** energy efficiency rating of 14 SEER or higher and completed Manual J Calculation (ACCA***), include variable speed motors may be required
- Replacement of heat pumps* (ARI* energy efficiency rating of 14 SEER & a HSPF**** of 8.2)
- Geothermal Heating & Cooling system
- Encapsulating Roof line and/or Attic area
- Window Replacement (Energy Star rated or better)
- Pool equipment (variable speed motors and solar based systems)

* Are eligible as individual items under emergency replacement conditions

** American Refrigeration Institute

***** Air Conditioning Contractors of American**
****** Heating Seasonal Performance Factor**

All funded \$SMART applications must achieve at least a 20% energy efficiency improvement (or at least a HERS rating of 85 or better) prior to funding the installation of any on-site renewable or energy generation systems.

- Solar Photovoltaic Arrays
- Small wind turbine

Ineligible Projects: All equipment and/or systems that are not a permanent fixture in the home:

- Appliances and light sensors
- Low flow shower heads
- Structural and cosmetic repairs & products not directly related to completing the energy efficiency projects/items

Acceptable Projects: Acceptable projects must be completed by contractors qualified and trained by the City's designee, must meet all program reporting requirements and must submit to quality assurance inspection prior to job completion. City shall ensure that all borrowers, energy contractors, and any subcontractors hired as a result of this Agreement are in compliance with all applicable requirements of the American Recovery & Reinvestment Act. City shall ensure that the project complies with Section 106 of the National Historic Preservation Act.