

# Clark Public Utilities Commercial Lighting Incentive Program Participation Agreement

This Agreement is entered into on 1/30/2015 between Clark Public Utilities (the "Utility") and **City of Camas (LED Street Lighting Conversion)** ("Customer"), who is the owner/representative authorized to perform improvements on the building described below.

Customer is a commercial or industrial client of the Utility and maintains or manages facilities located at **616 NE 4<sup>th</sup> Avenue (project covers various public streets within the Camas city limits)**. Customer wishes to make certain energy efficiency improvements (lighting) to this facility under the Utility's Commercial Lighting Incentive Program (CLIP).

Under CLIP, the Utility provides, at its discretion, financial incentives for lighting equipment installed pursuant to program guidelines.

Customer participation in CLIP and eligibility for rebates hereunder, is subject to the following terms and conditions:

1. Customer will install certain lighting measures, as described in the lighting project submittal form, within the facility at the above-described location.
2. Customer will assume full responsibility for the design and installation of the lighting project and will be solely responsible for the quality, performance and durability of the equipment.
3. Customer will assume full responsibility for compliance with all applicable federal, state and local codes and permitting requirements during the installation of the lighting project, including all environmental regulations pertaining to the removal and disposal of all materials, equipment and applicable lamps and PCB ballast.
4. In order to be considered eligible for incentive payments from the Utility, under CLIP, Customer shall provide the Utility with all documentation pertaining to the Lighting Project.
  - a. Project documentation must show the equipment purchased and/or work performed for each lighting measure(s) and must include the following material/information: (1) itemized sales slips, itemized invoices; (2) size, type, make, and model/part number of equipment purchased, date of the equipment purchase, and final amounts paid to the installer; (3) a detailed description of the installation and/or other labor charges (including in-house labor) for the measures (showing the date the work was performed, hours worked and labor rate). If in-house labor is used, the total labor costs cannot exceed the cost of materials (i.e. lamps, ballasts, CFL's, etc).
  - b. Customer shall retain and make available to the Utility all project documentation for no less than 12 months from the date of receipt of any incentive payments.
5. Customer will not be eligible for any financial incentive payments for a lighting project unless all project documentation is provided to the Utility.
6. Upon completion of the lighting project, the Utility shall perform an inspection of the installed measures as part of its verification of the Customer's eligibility for incentive payments.
7. Customer understands that the Utility makes no warranties concerning the lighting project (either expressed or implied) and assumes no liability or responsibility for such work, including but not limited to, the adequacy of the design/construction of the project, the suitability/safety of the installed equipment or the actual energy/cost savings for the efficiency measures.
8. To the fullest extent allowable by law, Customer agrees to indemnify, defend (at the Utility's option) and hold harmless the Utility, its officers and its employees from all claims, losses or damages, including attorney's fees, for personal injury, death or property damage arising from, or in connection with, the performance of this Agreement, Customer's participation in CLIP or the efficiency measures taken thereunder, except to the extent such liability is occasioned by the negligence of the Utility. With respect to a claim for indemnification under this Agreement on

account of bodily injury (including death) to any employee of the Customer, the Customer agrees that it shall not be entitled to assert an immunity against the Utility based upon workers' compensation laws set forth in the Washington Industrial Insurance Act, Title 51 RCW, limiting its indemnification obligations under this Agreement, provided that, this section will not be interpreted or construed as a waiver of Contractor's right to assert directly against any of its own employees or such employee's estate or other representatives any such immunity, defense or protection that may be afforded by workers' compensation laws set forth in the Washington Industrial Insurance Act, Title 51 RCW.

9. Customer agrees to assist the Utility in evaluating the effectiveness of the lighting project. This may include Customer's participation in a survey, follow-up site visits at the improved facility, providing copies of cancelled check(s) to the installer and/or equipment supplier and the release of Utility bills and other information pertinent to the performance of the installed measures.
10. All projects performed under this program are subject to audit by the Utility. Customer agrees to fully cooperate in any such audit and understands that if such cooperation is not forthcoming, financial incentive payments made to the Customer will be refunded to the Utility. In addition, if, as a result of an audit, it is determined that Customer has received a financial incentive payment in excess of their eligible amount; Customer shall return to the Utility any overpayment within 30 days of such request. Customer understands that if such funds are not returned to the Utility upon demand, an equal amount will be applied the Customer's account with the Utility.

The planned completion date for this project is 12/31/2015. If installation will not be complete by this date, the Customer shall notify the Utility of the revised completion date, and the Utility will advise if an extension is approved. The Customer has until 1/31/2016 to install the energy efficiency measures and submit the invoice(s) to the Utility, otherwise the Utility cannot guarantee that the approved incentive will be available for this project. Customer is solely responsible for notifying the Utility regarding changes to the completion date.

By signature below, the undersigned hereby acknowledges that he/she is the building owner or the authorized representative to make these improvements at this facility.

**Customer (Building Owner/Authorized Representative)**

Name: \_\_\_\_\_

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

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

Make Check Payable To: \_\_\_\_\_  
(Owner or legally authorized representative of the building) \*\*

Mail Check to (address): \_\_\_\_\_  
\_\_\_\_\_

Attention to (name): \_\_\_\_\_

\*\* If "payable to" is entity other than the owner or legally authorized customer representative, customer to acknowledge this assignment through signature below:

Name: \_\_\_\_\_

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

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

**Participating Utility Representative**

Name & Title: Bill Hibbs, Program Manager

Signature: Bill Hibbs Date: \_\_\_\_\_