

EasySave Program Commercial Energy Solutions Participation Agreement



Date Stamp: 10/12/2016
Facility Name: Amphi-Painted Sky Elem
Facility Address: 12620 N Woodburne Avenue, Oro Valley, AZ, 85755
Proposal No: 6523-2

Project Information			
Facility Information	Amphi-Painted Sky Elem 12620 N Woodburne Avenue Oro Valley, AZ, 85755	Customer Information	Amphitheater Public Schools 701 W. Wetmore Road Tucson, AZ, 85705
Facility Contact	James Burns	Customer Contact	James Burns
Telephone	5206965148	Telephone	5206965148
Fax		Fax	
Email		Email	
Building Information			
Electric Service Agreement ID #			
Square Footage of Facility	69,290	Building Type	K-12 School
Own or Rent	Own	Year Building Built	1993-2001
Project Summary			
Total kW Reduced	8.37	Total Project Cost 0% Sales Tax Included	\$15,693.57
Total Annual kWh Savings	36,542.69	Total Incentives	\$15,693.57
Total Annual Therm Savings	0.00	Total Customer Payment	\$0.00
Total Annual Dollar Savings	\$4,385.12	Payback (in years)	0.00
Contractor's Name	US Energy Services Inc	Contractor's Telephone	480-661-1534
Disclaimer: Savings and payback are estimates and will vary depending on actual usage.			

In order to participate in the EasySave Program, Customers must read and initial the following:

_____ **Customer Disclosure (Initial):**

Arizona consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by Tucson Electric Power (TEP) utility ratepayers under the auspices of the Arizona Corporation Commission (ACC).

_____ **Disclosure on Other Programs (Initial):**

The Arizona Corporation Commission (ACC) Decision No.70457 requires TEP to deduct the value of your tax incentive when calculating your maximum rebate.

Please indicate if your business intends to file for a tax incentive associated with this application. _____ (Yes or No)

If you answered "Yes", please indicate the amount of tax incentive your business will receive. \$ _____

Correspondence:

Email Address: _____

Note: Whenever possible, correspondence will be via email. If this is not acceptable, efforts will be made to correspond via mail.

Please initial here if requesting correspondence via regular mail: _____

Contractor Assignment:

The Contractor for this project will be US Energy Services Inc and will be referred to below as the 'Contractor'.

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Access Agreement:

As a participating Customer, I agree to allow DNV GL Energy Services (DNV GL), the Program implementer, or its associated Contractor reasonable access to and egress from my Facility during normal business hours for the purpose of conducting site inspections or equipment installations for this project. I also agree to allow TEP or its associated Contractor, the Arizona Corporation Commission, DNV GL, or any authorized subcontractor reasonable access to the facility to verify the installation of the energy savings measures (monitoring equipment may be temporarily installed for this purpose and/or as part of an energy assessment).

1. Participation in this Program does not in any way obligate me to participate in any other utility Programs.
2. DNV GL is receiving funds from TEP for this project, but parties agree that TEP is not liable to either party for any losses or damages, including incidental or consequential damages, arising from this Agreement. Furthermore, TEP makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
3. DNV GL or its Contractor agrees to coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to Customer.
4. ALL PARTIES AGREE: Each party shall indemnify the other for any losses or damages, except to extent that the losses or damages arise from the parties' negligence or willful misconduct. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
5. Ownership of Information. Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this Agreement.
6. Tenant. If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this Agreement, assumes the rights and obligations of the Owner hereunder.

I, [print name] _____, am authorized to sign this Agreement on behalf of the Customer and the property owner, and I hereby agree to the terms and conditions set forth in this Agreement.

Customer Signature _____

Print Name and Title _____

Date _____

Lighting Summary Table

Item #	Location	Qty.	Existing Description	Replacement Description	Ctrl. Qty.	Op. Hrs/Wk	% Lumen Change	Estimated Annual Savings (\$)	Total Cost
1	see rm x rm	17	150 Watt High Pressure Sodium	New LED surface mounted square, 50,000 hour L70 ra	0	84	-86	\$1,407.89	\$3,894.53
2	see rm x rm	16	400 Watt High Pressure Sodium	New LED area light pole mount, 100,000+ hour L70 r	0	84	-75	\$2,977.23	\$11,799.04

Other Custom Measures Summary Table

Item #	Location	Qty.	Replacement Description	Measure Type	Estimated Annual Savings (\$)	Total Cost
1	adjust	111 25.7 3	adjust	EasySave Schools Program 2016 Adjustment	\$0.00	\$0.00

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EasySave Program

DNV GL Energy Services
88 E Broadway Blvd
Mail Stop HQW505
PO Box 711, Tucson, AZ 85702
1-866-324-5506
ces@tep.com

Contractor Contact Information

US Energy Services Inc
8432 E Bell Rd, Ste #132
Scottsdale, AZ, 85260
480-661-1534 Phone
(480) 452-0238 Fax
jsarrett@usenergyservices.net

For DNV GL use only:

Eligible: ☐ Yes ☐ No

Verified By: _____ Method: Bill, List, Other: _____

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Terms and Conditions of the Commercial Energy Solutions Program

This Participation Agreement ("Agreement") is between DNV GL Energy Services (DNV GL), the Program implementer of the EasySave Program ("Program"), the participating business Customer ("Customer") listed on page 1 of this Agreement, and the Program approved Contractor ("Contractor") listed on page 1 of this Agreement.

1. I understand that the project cost, incentive payment, Customer payment, and projected savings are based on the Lighting Summary Table and/or the Other Custom Measures Table listed above and that the actual amounts may vary if the scope of work changes. I will have the opportunity to approve any cost or other changes.
2. I understand that DNV GL or the assigned Contractor will perform a no-cost energy assessment at my property. Participation in this free assessment does not in any way obligate me to participate further in this or any other utility Programs.
3. This Agreement obligates the Customer to pay the Contractor for the residual amount of the project costs not covered by the incentive, unless other arrangements have been made between Customer and Contractor.
4. The assigned Contractor is solely responsible for the work performed under this Agreement. The Contractor's responsibilities include:
 - Material procurement and installation (serves as the General Contractor for assigned projects)
 - Hazardous waste disposal and required documentation, and removal and disposal of equipment and materials retrofit or replaced as part of the project
 - Providing required warranties
 - Resolving any Customer complaints or failed inspection items within 10 days
 - Submitting required documentation (including invoices and material specification sheets, if requested)
 - Collection of residual payment from the participating business
5. The Contractor will honor the following warranties for work performed in the EasySave Program:
 - 2 years labor
 - Manufacturer's warranty on equipment installed as follows
 - 1 year - Compact fluorescent lamps and adaptors
 - 1 year - HVAC controls
 - 1 year - Occupancy sensors and photocells
 - 1 year - Refrigeration measures
 - 3 years - Fluorescent tube lamps
 - 5 years - Electronic ballasts
 - 10 years - Reflectors
 - 10 years - Exit signs
6. The Customer will not hold DNV GL, Tucson Electric Power (TEP), and/or the Arizona Corporation Commission (ACC), its representatives or Contractors, responsible for any pre-existing problems at the site, including, but not limited to, toxic or hazardous materials found at the facility, roof leaks or other structural problems.
7. The values of incentives and direct installations are taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. TEP, UniSource Energy Corporation and DNV GL are not responsible for any taxes that may be imposed on your business as a result of your receipt of this rebate.
8. Payment of incentives is strictly subject to completion and verification of work in accordance with the Program Policies and Procedures (www.tep.com/green). DNV GL may conduct a post inspection of all completed projects. If DNV GL finds material discrepancy(ies) between the work performed and the change order, it will allow the Contractor 10 days from the time of notification to remove the discrepancy(ies) in a manner acceptable to DNV GL. DNV GL reserves the right to disapprove and reduce the incentive payment if the Program rules are not followed or if work completed by the Contractor is materially different than what was contained on the change order.
9. In order to receive the incentive payment, a EasySave Program Contractor or Customer must:
 - Have a EasySave Agreement that has been approved by DNV GL and signed by the Customer, Contractor, and DNV GL
 - After being issued a change order by DNV GL, install equipment that meets all program requirements
 - Submit required forms and documentation including, but not limited to: signed Participation Agreement (this document), TEP Authorization to Receive Customer Information form (if needed), Change Order (if did not pass pre-inspection), and Project Completion Form
10. The Contractor is only authorized to perform the work as described on this Agreement. It is the Contractor's responsibility to ensure that the change order is consistent with the Agreement signed by the Customer. The change order obligates DNV GL to pay the incentive to the EasySave Program Contractor provided that the work has been completed in accordance with the change order and the terms in this Agreement.
11. As the Program implementer, DNV GL's responsibilities in the EasySave Program include:

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- Program administration
 - Marketing and project development
 - Approval of all project Proposals
 - Conducting both pre-installation and post-installation inspections
 - Payment of incentives to EasySave Contractors or Customers
12. DNV GL will enforce Program rules, such as minimum equipment standards, installation standards, disclosure requirements and required forms and documentation. A copy of these written rules (Policies and Procedures) will be provided to each Contractor and will be available for downloading from the project website (www.tep.com/green). All rules must be followed in order to receive incentive payments. DNV GL reserves the right to modify these rules as it deems necessary. If there is a change, the Program rules that are in place at the time that the Contractor signs a change order will apply to that specific project.
 13. Contractor shall perform its services in accordance with applicable professional standards and must abide by the specified implementation requirements while performing work for the project.
 14. Contractor and DNV GL agree to comply with all applicable federal, state and local laws, ordinances, rules, orders, codes and regulations, which apply to its actions at the Facility or to the Project in performing its services.
 15. Contractor shall ensure that all work is performed in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the Arizona Division of Occupational Safety and Health.
 16. Funding is limited. Customer and Contractor understand that services and incentives are offered on a first-come, first-served basis. This program may be modified or terminated without notice.
 17. The Contractor and Customer can also establish their own mutually agreeable payment terms if the standard payment terms of the Program (full payment upon completion of work) are not satisfactory.
 18. Customer understands and agrees that TEP's and/or its consultant's review of the design, construction, operation or maintenance of the project, energy efficiency measures, or demand response measures do not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures. DNV GL is solely responsible for the economic and technical feasibility, operational capability and reliability of project sponsor's project and measures.
 19. Contractor and Customer agree not to use the names or identifying characteristics of DNV GL or TEP for any advertising, sales promotion, or other publicity without DNV GL's and TEP's written approval. DNV GL agrees not to use the names or identifying characteristics of the Customer's Facility for published project reports, advertising, sales promotion or other publicity without the Customer's written approval.
 20. Contractor and Customer understand that DNV GL is an independent Consultant and is not authorized to make any representation on behalf of TEP or the ACC.
 21. In the performance of this Agreement, each Party assumes responsibility for incidental or consequential damages for its own negligence, including responsibility for the negligence of its employees, contractors, subcontractors, and agents and for the claims of third parties resulting from such negligence.
 22. The term of this Agreement shall not exceed six months without written agreement of all Parties, with exception to any inspections conducted for program evaluation by TEP, the Arizona Corporation Commission, or its consultant. It is anticipated that the Project shall last approximately six months. However, Customer shall have the right to terminate this Agreement at any time.
 23. If the Premises are under lease, the Owner's tenant shall execute this Agreement and shall assume the rights and obligations of the Owner hereunder. If a tenant, Customer is responsible for obtaining the property owner's permission to install the measure(s) for which Customer is applying for an incentive payment. Customer's signature on this Agreement indicates Customer has obtained this permission.
 24. In order to participate in this Program, the Customer must be a business receiving electric service from TEP. Also, TEP Customers who are on a rate 10 and do not have another account on rates 13, 14, 85 (time of use), 90 (time of use), or 40 are eligible to participate in this program. All K12 schools within the TEP service territory are also eligible to participate.
 25. The Customer understands that incentive payments are based on related energy benefits over the life of the product. The Customer agrees that if the Customer does not provide TEP with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, the Customer shall refund a prorated amount of rebate dollars to TEP based on the actual period of time the product was in use.
 26. If Customer has existing on site cogeneration or self-generation, DNV GL shall not pay incentives for energy savings that exceed the Customer's annual energy usage from TEP. The annual energy usage shall be determined by the Customer's last 12 months of energy usage as determined from the time that the Customer signed this Agreement. This policy is subject to change with 30 day written notice to the Customer.
 27. The incentive amount cannot exceed 90% of the Total Project Cost. Customer (or Contractor) must submit the following proof of purchase upon request: equipment vendor name/address/phone, itemized listing of product including quantity, product description, manufacturer, model number, and other identifying information as appropriate, purchase price per product, date invoice paid or payment terms, and installation date.
 28. New products that are ordered, purchased and installed at the Customer's facility prior to date stamp on the Agreement may not qualify for a rebate. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.

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Operating Hours Waiver (Customer Initials Required: Only Initial One)

_____ I have reviewed the operating hours as listed in the Lighting Summary table and have verified that they are accurate as listed.

_____ This proposal is for Refrigeration only and therefore not applicable for my facility.

Customer Signature

Print Name and Title

Date

Contractor Signature

Print Name and Title

Date

DNV GL Energy Services Signature

Print Name and Title

Date