



Retrocommissioning Plan Approval

Important: Receipt of this form indicates that the Retrocommissioning Planning Phase of SRP’s PowerWise Retrocommissioning Solutions has been completed and SRP has identified and recommended Retrocommissioning measures (“Recommended RCMs”) attached to this form to improve the efficiency of the Customer’s use of electricity. Please sign and return this form by the stated deadline to proceed with the Implementation and Verification Phases.

Customer: _____

Customer contact name: _____

Customer contact phone/email: _____

Facility address: _____

SRP account number(s): _____

Deadline for customer acceptance: _____

Terms and Conditions

1. Definitions.

- 1.1. “Minimum Customer Implementation Commitment” shall mean the Customer’s commitment to implement a RCM Bundle with a minimum RCM Bundle Cost of \$10,000 and a simple payback of 2.0 years or less based upon electrical savings.
- 1.2. “Customer Selection Form” shall mean the document maintained by the QSP which summarizes the Recommended RCMs selected by the Customer for implementation.
- 1.3. “RCM Bundle” shall mean the selection of Recommended RCMs chosen by Customer and documented in the Customer Selection Form.
- 1.4. “Recommended RCMs” shall mean the individual Retrocommissioning measures that are recommended by the QSP.
- 1.5. “Recommended RCM Costs” shall mean reasonable market costs incurred by Customer (net of any discounts, rebates, rebates, or other consideration that reduces Recommended RCM Costs incurred by Customer) to purchase and implement Recommended RCMs at Customer’s Facility by the Required Implementation Date. The Recommended RCM Costs will be stipulated in the Customer Selection Form.
- 1.6. “Required Implementation Date” shall mean the date which the customer completes the Minimum Customer Implementation Commitment. The Required Implementation Date is a mutually agreed upon and documented date between SRP and Customer. For this project, the Required Implementation Date is [insert date].

2. Customer Obligations

- 2.1. Provide access to the facility and time for facility personnel to interface with the QSP.
- 2.2. Provide and assist with the reporting and collection of information pertaining to the operation of the Facility.
- 2.3. Not later than the Required Implementation Date,

- 2.3.1. Properly fulfill the Minimum Customer Implementation Commitment and,
- 2.3.2. Provide SRP's Program Administrator with written notification stating that all of the Recommended RCMs in the RCM Bundle are implemented and operational.
- 2.4. To the extent that SRP's Program Administrator determines (in its sole discretion) that the Customer failed to fulfill the Minimum Customer Implementation Commitment, the Customer will repay SRP the Retrocommissioning Services costs of \$[insert amount].
- 2.5. Customer agrees that the Recommended RCMs specified will not be eligible for any SRP Rebates, Rebates, or Energy Engineering Services. Accordingly, the Customer shall not apply for any other SRP Rebates or Services with respect to these Recommended RCMs at any time before or after the Required Implementation Date.
- 2.6. Customer shall permit SRP's Program Administrator or SRP's QSP to inspect the existing conditions prior to the implementation of any Recommended RCM's.
- 2.7. Customer shall permit SRP's Program Administrator or SRP's QSP to inspect the fully implemented Recommended RCMs to determine if proper implementation of the Recommended RCMs has been completed at Customer's Facility and conduct the Verification Phase of the program.
3. SRP will provide, at no up-front cost to the Customer, Retrocommissioning Services as described in the Participant Program Manual in effect as of the date of this agreement which is available on the SRP website.
4. Customer shall independently evaluate any advice or direction given by SRP related to estimates of electricity savings or the cost, selection or implementation of RCMs. In no event will SRP, Nexant, and program QSPs be liable for the failure of Customer to achieve a specified amount of energy savings, the operation of Customer's facilities, or any incidental or consequential damages of any kind in connection with these terms and conditions or the implementation of Recommended RCMs.
5. SRP, Nexant, and program QSPs shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials of any kind in connection with the Facility including, but not limited to, asbestos, asbestos products, PCBs, or other toxic substances.
6. Program procedures and requirements are subject to change or cancellation without notice.
7. SRP makes no representations and provides no warranty or guaranty with respect to the accuracy or completeness of the provided technical support services.
8. Participation as a QSP does not constitute an endorsement by SRP, nor does it certify or guarantee the quality of work performed. SRP is not responsible if the QSP or other contractor, retailer, vendor or other party provides you with inaccurate information about the amount or conditions of the program.
9. Attorneys' Fees. If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.
11. Disputes/Governing Law. These terms and conditions shall be exclusively governed by and interpreted in accordance with the laws of the state of Arizona. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state of Arizona.
12. The terms and conditions set forth herein are in addition to those listed on the PowerWise Retrocommissioning Solutions Project Application.

Customer Signature

By signing below, applicant represents, warrants, acknowledges and agrees that:

- I have read and understand all Terms and Conditions of this form and the customer eligibility, measure eligibility, and participation procedures for the PowerWise Retrocommissioning Solutions Participant Program Manual.
- I agree to participate in PowerWise Retrocommissioning Solutions and wish to proceed with the Implementation and Verification Phases of the Retrocommissioning program. SRP’s supported activities will be performed by a Qualified Service Providers (QSPs) selected by the Program Administrator.
- I have read and accept the obligations of program participants, including the commitment of at least \$10,000 to implement an RCM Bundle with a simple payback of 2.0 years or less based upon electrical savings.
- The undersigned applicant shall defend, protect, indemnify and hold harmless SRP, Nexant Inc., and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents (the “Indemnified Parties”) against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever (“claims”) arising out of or incident to, or related in any way to, directly or indirectly, participation in PowerWise Retrocommissioning Solutions; provided however, that applicant shall not be required to indemnify and hold harmless any Indemnified Party member against claims adjudicated to have been caused by such party’s gross negligence or willful misconduct.
- As the signatory, I have the authority to approve the Project Application.

Business Name _____

Signature _____

Date _____

Name (please print) _____

Title _____

SEND COMPLETED RETROCOMMISSIONING PLAN APPROVAL FORMS TO:

SRP PowerWise Retrocommissioning Solutions
 PMB 192
 4802 E Ray Rd Ste 23
 Phoenix, AZ 85044-6417
 Fax: (480) 345-7601
 Email: PowerWiseRCxSolutions@srpnet.com

EXHIBIT A

Retrocommissioning Plan

Cover Sheet Only
Attach Report