K# 071367

Tacoma Power Project No.: CBR\_62982
Participant: Port of Tacoma

Date: April 11, 2016

## Tacoma Power Conservation Resources Management Bright Rebates Incentive Agreement (Incentive Amounts Over \$50,000)

In consideration of the mutual benefits to be derived hereunder, City of Tacoma, Department of Public Utilities, Light Division (d/b/a and hereinafter "Tacoma Power") and the Applicant **Port of Tacoma** (hereinafter "Participant") have entered into this Agreement made effective as of **April 11**, 20**16** (the "Effective Date") and hereby agree to the following terms and conditions:

## 1. General Eligibility Requirements:

- A. All ballasts must be electronic and compatible with the type of lamps and lamp configuration.
- B. Energy saving versions of T-5 and T-8 lamps is encouraged where appropriate.
- C. Four foot T8 lamps must be listed under the Consortium for Energy Efficiency's (CEE) list for High Performance lighting systems. Full lists available from Tacoma Power, or CEE1.org
- D. All new fixtures and sensors shall be certified by an approved testing laboratory (UL or ETL).
- E. Fixtures which incorporate an occupancy sensor must use programmed start ballasts.
- F. All installed lighting must meet the requirements in the most current Tacoma Energy Code, including the unit lighting power allowances. In situations where the Tacoma Energy Code does not apply then the installed lighting will need to conform to IES recommended light levels.
- G. All applicable permits must be obtained prior to installation of new lighting fixtures.
- H. All lamps, ballasts, and equipment removed during the retrofit must be disposed of according to all Federal, State, and local regulations.
- I. Tacoma Power must have a manufacturer's specification sheet on file for all fixtures, lamps, ballasts, and sensors. It is the contractors responsibility to provide this, and may e-mail, mail or fax directly to Tacoma Power.
- J. All LED lamps and fixtures must be listed on one of the following approved product lists: Energy Star, Design Lights Consortium or Lighting Design Lab.
- 2. Energy Conservation Measure Installation: Participant represents that it has the right to, and will, install the Energy Conservation Measures (ECMs) designated in Attachment A at the Facility identified in Application and that any necessary consents have been obtained. Participant is solely responsible for the design and installation of the ECMs and for ensuring that all equipment purchased and work performed complies with applicable federal, state and local safety, building, electrical, and environmental codes and standards. Participant is solely responsible for compliance with manufacturer instructions, obtaining all necessary permits, and disposal of all materials in accordance with federal, state and local laws. Participant further agrees to remove and dispose of equipment being replaced by the ECMs in accordance with all laws, rules and regulations and Participant shall not reinstall any of this equipment within Tacoma Power's service territory. Participant agrees to timely notify Tacoma Power, following submittal of completed Application, of any change orders issued to contractors or installers that will materially affect the installation costs or the anticipated savings of the ECMs. Participant assumes full financial responsibility for any ECMs which do not meet the incentive qualifications.
- **3. Verification**. It is critical that Tacoma Power verify the installation of ECMs, technical documentation associated with such installation, and resulting energy savings. Participant agrees to assist Tacoma Power's verification process before, during, and after Measure installation as follows:
  - A. Access and Inspection: Participant shall, upon request, provide Tacoma Power and its representatives: (1) reasonable access to and inspection of the Facility and Measure(s) installed therein, (2) all technical documentation related to the ECMs including, but not limited to specifications for renovation of the Facility that will be provided to construction contractor(s) and as-built drawings, and (3) reasonable access to and inspection of all energy usage data related to the ECMs including, but not limited to, release of utility bills and Facility energy consumption information.
  - B. <u>Monitoring:</u> Tacoma Power reserves the right to make a reasonable number of follow-up visits to the Facility during the 24 months following installation of ECMs. Such visit(s) will be at a time convenient to Participant, with at least one week advance notice.

- energy efficiency of the replacement equipment is equal to or greater than the energy efficiency of said ECMs.
- 3. In the event Participant intends to sell, lease or otherwise transfer ownership or possession of the facility at which the ECMs are installed to a third party, Participant shall provide reasonable prior written notice of such intent to Tacoma Power and shall make good faith and best efforts to (i) fully inform the buyer, lease, or transferee of the foregoing conditions, and (ii) document an express assumption of the duty to satisfy such conditions as reasonably necessary to ensure the intended energy conservation savings will be achieved.
- B. Should the Participant fail to adhere to the foregoing agreed upon conditions, it is expressly acknowledged and understood that Tacoma Power will be deprived of the benefits of energy conservation savings intended hereunder. Accordingly, upon the default of any such condition, Participant agrees to repay Tacoma Power a prorata share of the incentive funds provided hereunder for each twelve (12) month period, or portion of a twelve (12) month period, of the Conservation Savings Period remaining after such default.
- 8. Confidentiality: Tacoma Power will treat all information received from Participant as confidential if marked as confidential and/or proprietary, subject to applicable laws. Tacoma Power shall not be liable for release of any information mandated by provisions of the Washington Public Records Act, Chapter 42.56, R.C.W.; Provided, that Tacoma Power will provide at least ten (10) days prior written notice to Participant of impending release to enable Participant to oppose disclosure; and Provided Further, that such opposition shall be at Participant's sole expense and liability for any damages assessed in connection with such opposition to disclosure shall be borne entirely by Participant. Such notice will be provided to the address following Participant's signature below. Except as otherwise specified in this paragraph, Tacoma Power shall have the right to publish information relating to installation and performance of the ECMs, including Facility energy consumption, to evaluate and/or promote its energy conservation programs for a period of three (3) years following installation. If release of energy consumption information requires tenant approval, Participant agrees to reasonably assist Tacoma Power in obtaining that approval.
- 9. Assignment of Incentive Payment by Participant: Participant may direct that incentive payments be paid directly to Participant's contractor. Such request must be made using the Tacoma Power "Assignment of Funds" form. Notwithstanding such assignment, responsibility for complying with all terms and conditions of this Agreement shall continue to rest solely with Participant, and Tacoma Power's sole obligation under this Agreement shall be to Participant.
- 10. Financial, Legal and Tax Responsibility: The sole responsibility of Tacoma Power is in providing financial incentives to approved Measure installations. Participant assumes full financial responsibility for any ECMs that do not meet the incentive qualifications. Tacoma Power is not a party to any contracts for the purchase of equipment, materials or labor for the installation of the ECMs and, therefore, shall have no liability regarding such contracts. Tacoma Power will not provide any tax advice regarding, and is not responsible for, any tax liability imposed on Participant as a result of, payment of incentives hereunder. Participant is responsible for declaring and paying any applicable taxes.
- 11. No Endorsement: Tacoma Power does not endorse any particular contractor, manufacturer or product in promoting this program. The Participant acknowledges that Tacoma Power in no way influenced the choice of contractor or specific brands of equipment and, therefore, Participant is solely responsible for the quality of the installation of ECMs. Notwithstanding the foregoing, Participant acknowledges that Tacoma Power has the right to prohibit specific vendors or contractors from program participation.
- 12. Termination and Survival: Tacoma Power is not obligated to approve any Application for an incentive that may result in Tacoma Power exceeding its program budget. Tacoma Power may terminate this Agreement at any time upon thirty days written notice to Participant. If Participant has reasonably incurred obligations for the installation of authorized ECMs prior to receipt of such notice, an appropriate prorated incentive payment for the obligation actually incurred will be made; <a href="Provided">Provided</a>, Tacoma Power shall have no responsibility for any ECMs which do not meet the incentive qualifications. If no incentive payment has been made by Tacoma Power, Participant may terminate this Agreement upon written notice to Tacoma Power specifying the reason for termination. The terms and conditions of this Agreement shall survive the completion of any incentive payments provided to Participant hereunder.
- 13. Limitation of Liability and Indemnification: Tacoma Power's entire liability under this Agreement is limited to payment of specified incentive(s) according the terms and conditions of this Agreement. Tacoma Power shall not be liable to Participant for any consequential or indirect damages of any kind arising in connection with this Agreement or the

ACCEPTED AND AGREED: City of Tacoma Department of Typic Utilities	PARTICIPANT Port of Tacoma
William A. Gaines Director of Utilities/CEO	By: (Signature)  Printed Name: Torth Worte
Chris Robinson Power Superintendent/QOO	Mailing Address:
Approved as to Form:  Deputy City Attorney	Tawma, WA. 98421 City, State Zip Telephone: 253 592 - 6703 Business Legal Status: □ Corporation □ Sole Proprietorship □ Partnership □ LLC ☑ Municipality
Owner Acknowledgement  I hereby acknowledge that I am the owner or duly authorize	ed agent of the owner of the facility referred to in this
Agreement. I acknowledge that I have received a copy of t conditions herein.	his Agreement and that I hereby accept the terms and
Signature	
Printed Name	
Title	

17. SIGNATURE: Each Party hereto represents that it has the authority to enter into this Agreement and by his/her signature below accepts the terms and conditions hereof effective as of the last dated signature of Tacoma Power

representative indicated below.



## **Project Detail Summary\***

Measure	Measure Description	Quantity***	Units	Incentive per Unit	Total Incentive \$18,601	
Decommissioning	Decommissioning	103,337	kWh	\$0.18		
F2-75%	LED Screw In & Small Fixtures	4	fixture(s)	\$15	\$60	
F3-50%	LED Screw In & Small Fixtures	1	fixture(s)	\$20	\$20	
F3-75%	LED Screw In & Small Fixtures	20	fixture(s)	\$30	\$600	
Non-standard	Non-standard	202,473	kWh	\$0.18	\$36,447	
N1	Controls	36	controller(s)	\$35	\$1,260	
N2	Controls	191	controller(s)	\$60	\$11,460	

Total \$68,448

## **Explanation of Utility Incentive**

A. Itemized Incentive Total:	\$68,448
B. Total Estimated Project Costs:	\$164,929
C. 70% of Estimated Project Costs Incentive Cap:	NI/A
D. Maximum \$0.17 per kWh (Project Level) Incentive Cap:	%5/8/b/5
E. Total Incentive = Lesser of "A", "C", and "D" above:	<b>467 947</b>

<sup>\*</sup> The dollar amounts listed in the Project Detail Summary are estimated based on the available utility incentives for which this project may qualify. Actual incentives paid may vary based on, but not limited to, the following factors: 1) all non-standard and advanced control measures must be approved by BPA; and 2) utility incentives may be capped based on a predetermined maximum incentive per project.

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<sup>\*\*</sup> The default value for annual O&M savings is 3% of the project cost. Your utility can override this value.

<sup>\*\*\*</sup> The kWh savings reported in the Project Detail Summary may differ from those reported above in the Project Overview due to adjustments made to savings in the Project Detail Summary. Savings figures in the Project Overview are estimated on-site savings that a customer may realize, while savings figures in the Project Detail Summary have been adjusted for federal standards and BPA busbar.



nnual lours	Measure & Space Status	Exteting	Proposed	Controls		kWhiyear	Watts per Fixture	Incardives	Moos
2,813		28 HID(s) MH, Magnetic Ballast 400 W/lamp, 1 lamp(s)/fixture	32 LED(s) High Bay, New fixture 224 W/lamp, 1 lamp(s)/fixture	32 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	36228 20161 21107(58%)	460 224	Decommissioning: [none] Equipment Non-standard: 17,521 kWh @ \$0.18/kWh (\$3,154) Controls N2: 32 control(s) @ \$60/control	HIGH BAYS - BAY 4-5 HB24MP
2,813		75 Incandescent(s) General Purpose, High Wattage 750 W/tamp, 1 lamp(s)/fixture		60 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	37803		Decommissioning: 34,509 kWh @ \$0.18/kWh (\$6,212) Equipment Non-standard: 96,808 kWh @ \$0.18/kWh (\$17,425)	HIGH BAYS - BAYS 6-7 HB24MP
1,304		15 Incandescent(s) General Purpose, High Wattage 300 W/lamp, 1 lamp(s)/fbture	0 Incandescent(s) General Purpose, High Wattage 300 W/lamp, 1 lamp(s)/fixture	[Na controls specified]	Baseline Proposed Savings (% decrease)	5866 0 5866(100%)	300 300	Decommissioning: 6,397 kWh @ \$0.18/kWh (\$1,152) Equipment Non-standard: kWh @ \$0.18/kWh (\$)	RLM FIXTURES BAYS 6-7 - DECOMMISSION
1,304	Warehouses TO BE LEASED D	14 Incandescent(s) General Purpose, High Wattage 750 W/lamp, 1 lamp(s)/fixture	0 Incandescent(s) General Purpose, High Wattage 750 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)		750 750	Decommissioning and Equipment: 14,927 kWh @ \$0.18/kWh (\$2,687)  Controls: {no controls specified}	INC - BAY 8 - DECOMMISSIÓN
1,304		2 Incandescent(s) General Purpose, High Wattage 300 W/lamp, 1 lamp(s)/fixture	0 Incandescent(s) General Purpose, High Wattage 300 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	782 0 782(100%)	300 300	Decommissioning: 853 kWh @ \$0.18/kWh (\$154) Equipment Non-standard: kWh @ \$0.18/kWh (\$)	RLM FIXTURES BAY 8 - DECOMMISSION
1,304		12 HID(s) HPS, Magnetic Ballast 400 W/iamp, 1 lamp(s)/fixture	14 LED(s) High Bay, New fixture 224 W/lamp, 1 lamp(s)/fixture	14 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	7196 4088 4130(57%)		Decommissioning: [none] Equipment Non-standard: 3,389 kWh @ \$0.18/kWh (\$610)  Controls N2: 14 control(s) @ \$60/control (\$840)	HIGH BAYS - BAY 8 HB24MP
1,304		5 Incandescent(s) General Purpose, High Wattage 750 W/lamp, 1 lamp(s)/fixture	0 Incandescent(s) General Purpose, High Wattage 750 W/lamp, 1 lamp(s)/foture	(No controls specified)	Baseline Proposed Savings (% decrease)	4888 0 4888(100%)	750 750	Decommissioning: 5,331 kWh @ \$0.18/kWh (\$960) Equipment Non-standard: kWh @ \$0.18/kWh (\$)	INC - BAY 9 - DECOMMISSION
1,304		iamp(s)/fixture	18 LED(s) High Bay, New fixture 162 W/lamp, 1 lamp(s)/fixture	18 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	3801 6144(68%)		Decommissioning: [none] Equipment Non-standard: 5,664 kWh @ \$0.18/kWh (\$1,019) Controls N1: 18 control(s) @ \$35/control (\$630)	HIGH BAYS - BAY 9 HB18MP
1,304		4 Incandescent(s) General Purpose, High Wattage 300 W/lamp, 1 lamp(s)/fixture	Wattage 300 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	0 15 <b>64(100%)</b>		Decommissioning: 1,706 kWh @ \$0.18/kWh (\$307) Equipment Non-standard: kWh @ \$0.18/kWh (\$)	RLM FIXTURES - BAY 10 - DECOMMISSION
1,304		Wattage 750 W/lamp, 1	0 Incandescent(s) General Purpose, High Wattage 750 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)			Decommissioning: 7,464 kWh @ \$0.18/kWh (\$1,343) Equipment Non-standard: kWh @ \$0.18/kWh (\$)	INC - BAY 10 - DECOMMISSION



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2,046		4 Incandescent(s)	4 LED(s)	[No controls	Baseline	299	60	Decommissioning : [none]	CITADEL OFFICE - INCANDESCENT
	Open Office	General Purpose, A-	Small Lamp / Fixture,	specified]	Proposed	40	8	Equipment F2-75%: 4 focture(s) at \$15/focture	I
	D	lamp	any type		Savings (%	260(87%)	Nj .	(\$60)	LED A19 LAMP ONLY
ľ		60 W/lamp, 1 lamp(s)/foture	8 W/lamp, 1 lamp(s)/fixture		decrease)	1	ı	Controls: [no controls specified]	
4,380		4 Incandescent(s)	4 LED(s)	[No controls	Baseline	2278	130	Decommissioning: [none]	CITADEL YACHTS - FRONT OFFICE
		Reflector, Reflector	Exterior, New Fixture or		Proposed	175	10	Equipment Non-standard: 2,293 kWh @	DOOR & PRESSURE WASH
		65 W/lamp, 2	Retrofit kit	,	Savings (%		J	\$0.18/kWh (\$413)	BUILDING
		lamp(s)/fixture	10 W/lamp, 1		decrease)		1	, , , , , , , , , , , , , , , , , , ,	REC 2 - GE LED10DR303
			lamp(s)/fixture		,		i	Controls: [no controls specified]	
,380		6 HID(s)	6 LED(s)	[No controls	Baseline	22666	862	Decommissioning: [none]	EXTERIOR - FLOOD LIGHTS
		MH, Magnetic Ballast	Exterior, New Fixture or	specified]	Proposed	9540	363	Equipment Non-standard: 14,316 kWh @	FL10 - AEL ACP2LED 910A
		750 W/lamp, 1	Retrofit kit			13127(58%)	<b>X</b>	\$0.18/kWh (\$2,577)	
		lamp(s)/fixture	363 W/lamp, 1		decrease)	l			
			lamp(s)/fixture					Controls: [no controls specified]	
813		9 T12(s)	9 LED(s)	[No controls	Baseline	2066	82	Decommissioning: [none]	CITADEL SEC A EAST SIDE-ROOMS
		4 ft, Lamp / Mag	Small Lamp / Fixture,	specified]	Proposed	759	30	Equipment Non-standard: 756 kWh @	
		Ballast	any type		Savings (%	1306(63%)	1	\$0.18/kWh (\$136)	VT4 - Maxlite LSV 48 30w
		34 W/lamp, 2	30 W/lamp, 1		decrease)			<u> </u>	1
		lamp(s)/fixture	lamp(s)/fixture				<u> </u>	Controls: [no controls specified]	1
,813		12 T8(s)	24 LED(s)	[No controls	Baseline	3975	118	Decommissioning: (none)	CITADEL SEC A EST SIDE ROOMS
		4 ft, NLO Ballast	Small Lamp / Fixture,	specified)	Proposed	2025	30	Equipment Non-standard: 2,126 kWh @	VT2 - Maxite LSV 24 30w
		32 W/lamp, 4	any type	l 1	Savings (%	1950(49%)	t	\$0.18/kWh (\$383)	
		lamp(s)/fixture	30 W/lamp, 1 lamp(s)/fixture	l	decrease)			Controls: [no controls specified]	
813		2 T8(s)	2 LED(s)	[No controls	Baseline	331	59	Decommissioning: [none]	CITADEL SEC A EAST SIDE ROOMS
		4 ft, NLO Ballast	Small Lamp / Fixture.	specified)	Proposed	169	30	Equipment Non-standard: 177 kWh @	OTABLE SEST EAST SIDE ROOM
		32 W/lamp, 2	any type	,	Savings (%	162(49%)	l -	\$0.18/kWh (\$32)	VT2 - Maxite LSV 24 30w
		lamp(s)/fixture	30 W/lamp, 1		decrease)	, ,			
			lamp(s)/fixture	L I	. 1			Controls: [no controls specified]	<u> </u>
813		2 Incandescent(s)	2 LED(s)	[No controls	Baseline	563	100	Decommissioning: [none]	CITADEL BATHROOM-BREAK ROOM
		General Purpose, A-	Small Lamp / Fixture,	specified]	Proposed	208	37	Equipment Non-standard: 215 kWh @	SIDE
1		lamp	any type		Savings (%	354(63%)		\$0.18/kWh (\$39)	W4 - Philips OWL 4 40L
		100 W/lamp, 1	37 W/lamp, 1		decrease)	· ·			•
		lamp(s)/fixture	lamp(s)/fixture			L		Controls: [no controls specified]	
813		2 T12(s)	4 LED(s)	[No controls	Baseline	1485	264	Decommissioning: [none]	CITADEL BREAK ROOM SIDE
		8 ft, HO Lamp/ Mag	Small Lamp / Fixture,	specified]	Proposed	416	37	Equipment Non-standard: 650 kWh @	W4 - Philips OWL 4 40L
		Ballast	any type		Savings (%	1069(72%)		\$0.18/kWh (\$117)	
		110 W/lamp, 2	37 W/lamp, 1		decrease)				
		lamp(s)/fixture	lamp(s)/fixture					Controls: [no controls specified]	
2,813		1 T12(s)	1 LED(s)	[No controls	Baseline		75	Decommissioning: [none]	CITADEL BREAK SIDE ROOM
		4 ft, Lamp / EE	Small Lamp / Fixture,	specified)	Proposed		37	Equipment Non-standard: 63 kWh @	W4 - Philips OWL 4 40L
		Ballast	any type		Savings (%	106(51%)		\$0.18/kWh (\$11)	
1		34 W/iamp, 2	37 W/lamp, 1		decrease)			L	
		lamp(s)/fixture	lamp(s)/fixture					Controls: [no controls specified]	
,813		6 T12(s)	6 LED(s)	[No controls	Baseline		82	Decommissioning: [none]	CITADEL BERAK ROOM SIDE RM #3
		4 ft, Lamp / Mag		specified]	Proposed			Equipment Non-standard: 523 kWh @	l
		Ballast	any type	ľ	Savings (%	888(64%)		\$0.18/kWh (\$94)	ST4 - Cooper 4SNLED-LD4-30SL
		34 W/lamp, 2	29 W/lamp, 1		decrease)			L	
		lamp(s)/fixture	lamp(s)/fixture					Controls: [no controls specified]	



	Meesure f Space Status	Extelling		Controls		kWhiyear	Watts per Fixture	Incastives	Notes
1,304		3 T12(s) 8 ft, HO Lamp/ Mag Ballast 110 W/iamp, 2 tamp(s)/foture	3 LED(s) Small Lamp / Fixture, any type 57 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	1032 223 810(78%)	57	Decommissioning: [none] Equipment Non-standard: 525 kWh @ \$0.18/kWh (\$94) Controls: [no controls specified]	PORT MAINT STORAGE BLDG ST8 - Cooper 8TSNLED-LD4-61SL
1,304		14 T12(s) 8 ft, Slimline/ Mag Ballast 75 W/lamp, 2 lamp(s)/fixture	14 LED(s) Small Lamp / Fixture, any type 57 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)		1	Decommissioning: [none] Equipment Non-standard: 923 kWh @ \$0.18/kWh (\$166) Controls: [no controls specified]	PORT MAINT STORAGE BLDG ST8 - Cooper 8TSNLED-LD4-61SL
1,304	49 Warehouses TO BE LEASED D	lamp	1 LED(s) Small Lamp / Fixture, any type 30 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)			Decommissioning: [none] Equipment F3-50%: 1 fixture(s) at \$20/fixture (\$20) Controls: [no controls specified]	PORT MAINT STORAGE BLDG VT4 - Maxite LSV 48 30w
	Exterior D	lamp 90 W/lamp, 1	7 LED(s) Small Lamp / Födure, any type 14 W/lamp, 1 lamp(s)/födure	[No controls specified]	Baseline Proposed Savings (% decrease)	2759 429 2330(84%)	14	Decommissioning : [none] Equipment F3-75%: 7 fixture(s) at \$30/fixture (\$210) Controls: [no controls specified]	EXISTING EXTERIOR JELLY JARS OFSR - Maxite MLVPW14LED50CP
2,813		250 W/lamp, 1	1 LED(s) Small Lamp / Fixture, any type 29 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)		29	Decommissioning: [none] Equipment Non-standard: 678 kWh @ \$0.18/kWh (\$122) Controls: [no controls specified]	CITADEL VANITY FIXTURE IN BR BATH - Cooper BCLED 4 28SL