



## **Fayetteville Public Works Commission Retro-Commission Program Terms and Conditions**

### **2021 Retro-Commission Program Rules**

- Applicant must be PWC non-residential customer with active electric service in good standing.
- Applicant must be medium power non-residential customer.
- Customer must submit Request for Qualifications (RFQ), Request for Proposal (RFP), or statement of work that will be used to hire the Commissioning Provider (CP).
- Customer is solely responsible for selection and payment to a CP for all services rendered.
- All Retro-Commission (RCx) Projects must receive PWC's written approval to receive incentive funds.
- Customer and CP are responsible for, at their own expense, developing project scope, obtaining necessary permits, acquiring bids, hiring appropriate licensed contractors, purchasing materials, directing labor, applying workforce standards, and any other function associated with the RCx Project.
- PWC is responsible for providing twelve (12) months of billing and interval data information to customer and discussing rate implications with the customer and CP provider prior to the start of the RCx Project.
- Projects must be completed and fully operational no later than one (1) year from the date of PWC's written RCx Project approval. Extensions may be granted in writing by and at PWC's sole discretion.
- PWC agrees to incentivize the RCx Project at \$.05/sf, not to exceed \$5,000. Incentives may not exceed RCx Project costs. Incentives are paid on a first-come, first-served basis until RCx Program funds are depleted.
- Prior to receiving the RCx Project incentive payment, the customer and CP must review completed work with PWC Agents. Customer must provide written certification of RCx Project completion, including detail of work completed, and paid invoices for services, labor, and materials.
- Customer must agree to review operational integrity, interval data performance, and energy savings with PWC Agents on an annual basis for two (2) years after completion of RCx Project.
- These terms and conditions can be modified by PWC at any time.

### **Disclaimer**

PWC reserves the right to reject any application that does not meet all the requirements of this Program. PWC makes no representations or warranties as to the condition, quality, effectiveness, or operability, subject to this Program. To the extent not prohibited by law, disclaims all express and implied conditions, representations and warranties related thereto, including without limitation, an implied warranty of merchantability or fitness for a particular purpose.



### Limitation of Liability/Release

Applicant understands and agrees that, to the extent not prohibited by law, in no event shall PWC, its officials, officers, employees or agents be liable for any claimed or actual damage or losses of any kind, however caused and regardless of the theory of liability, related in any way to this Program, even if PWC has been advised of the possibility of such damages or losses. To the extent not prohibited by law, applicant assumes all risks associated with this Program, including without limitation, all risks associated with purchase, installation and maintenance of equipment/systems related to this Program, applicant releases PWC, its officials, officers, employees and agents from any and all claims for damage or death or injury to any persons or property arising in any way from this Program.