



TERMS AND CONDITIONS

1. Funding for the Commercial Lighting Incentive Program (“CLIP”) of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Incentive payments are not guaranteed. The total combined incentives and grants for a project cannot exceed the total cost of the project.

CLIP may be modified, suspended, or terminated without notice.

2. Energy efficiency measures may not be applied for nor receive incentives from multiple LADWP programs. LADWP will pay only one (1) incentive per energy efficiency measure.
3. Applicant agrees that they will not apply for or receive any other incentive offered by local or state entities or utilities for measures or services covered under this Agreement without receiving prior approval from the LADWP.
4. The Applicant is responsible for meeting all program requirements and for compliance with state/county/city government and property owner regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.
5. Incentives shall be paid based on the incentive levels in effect at the time a full and complete application package is received by the LADWP. The total incentive payment may not exceed 100% of the total approved measure costs, calculated on a per project basis. CLIP rebate rates/schedules may change without prior notification.

Savings are based on annualized energy savings as determined by approved CLIP energy calculations and accepted by LADWP.

6. CLIP participants and projects must meet the following requirements and guidelines to be eligible for LADWP CLIP incentives:
 - a. Applicant must be a non-residential LADWP customer in good standing with a monthly Facility Charge (or Demand kW read) greater than 200 kW at the time of application.
 - b. The Applicant is eligible only to receive incentives for energy efficient products designed to reduce the consumption of the energy distributed to the installation address serviced by LADWP.
 - c. All installed lighting equipment and controls must be new and operational at the time of verification and must meet or exceed CLIP Program Requirements at the time of application. Used, rebuilt, or refurbished equipment are not eligible for incentives.
 - d. All proposed lighting equipment must comply with California Title 20 Appliance Efficiency Program lighting efficiency standards as demonstrated by listing in the California Energy Commission Modernized Appliance Efficiency Database (MAEDBS) at www.energy.ca.gov/appliances/. The Customer/Authorized Customer Representative/ Contractor agree to comply with any applicable California Title 24 Building Code provisions associated with their scope of work.
7. Prior to installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and preliminary review completed. Funds will be reserved only upon LADWP approval of the application.

Funds will be reserved for 120 days from the date of the Notice to Proceed Letter (NTP). Projects not completed within 120 days of the CLIP NTP may be cancelled and reserved rebates returned to the program fund.

Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.

8. “Customer” or “Applicant” is the LADWP customer of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act on their behalf other than the contractor, installer, manufacturer, dealer, vendor, or CLIP Recognized Contractor. “Program Manager” (PM) is the assigned LADWP program administrator.

9. Only the Customer or an Authorized Customer Representative may submit applications.
Applicant understands that submission of a signed CLIP application constitutes acceptance of the CLIP Terms and Conditions and adherence to CLIP policies and procedures. Applicant further understands that submission of an application package does not guarantee participation, nor is it a guarantee of funding availability.

Applicants to CLIP must have authority to contract and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures. The Applicant’s signature on the application indicates such permission has been obtained. This permission also allows LADWP and/or its agents or contractors to carry out CLIP-related services and/or activities at the project site.

Applicant may submit the application package using one of the two following methods:

Email: CLIP@ladwp.com
Mail: LADWP Distributed Energy Solutions (DES)/Commercial Industrial & Institutional (CI&I) CLIP
ATTN: CLIP
111 N Hope Street, Room 1057 Los Angeles, CA 90012

LADWP is not responsible for CLIP applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.

10. The Customer/Authorized Customer Representative and contractor are responsible for the accuracy of all project documentation submitted to LADWP. LADWP may reject CLIP application packages with missing, inaccurate, or incomplete information; or, for submission of altered product documentation.
11. Contractors will be barred from further participation in CLIP for misrepresentation or violations of CLIP terms, conditions, requirements or policies.
12. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out CLIP related services and/or activities, including but not limited to:
 - a. Pre-retrofit and/or installation verification to examine the project site and to check the accuracy of the Customer/Authorized Customer Representative’s information as listed in the application, energy model, and/or input form (i.e. the existing/baseline equipment, the accuracy of fixture counts, descriptions, and wattages provided); providing qualified staff at verifications, equipped with the appropriate tools, ladder(s) or lift, and personal protective equipment (PPE) to safely access and open a random sample of each luminaire type specified in the application regardless of location or mounting height.
 - b. Post-retrofit and installation verification to check installed equipment and verify accuracy of the Customer/Authorized Customer Representative’s information on energy efficiency measures and proposed equipment as listed in the application, energy model, and/or input forms.
 - c. Third-party Evaluation, Measurement and Verification (EM&V) up to 3 years after the date of installation.

13. Projects will be limited to one pre- and one post-verification. CLIP Pre- and Post-verifications will be scheduled and conducted by LADWP to verify the accuracy of the information provided in the CLIP Spreadsheet to determine if it meets CLIP accuracy requirements. The information to be verified includes, but is not limited to, luminaire counts and descriptions, hours of operation, mechanical cooling and lighting controls status. Results found at the verifications by LADWP are not subject to negotiation by the Customer/ Authorized Customer Representative.
 - a. LED lighting retrofits completed prior to the pre-installation verification, to be used as previews, models, samples, etc., must be authorized by the CLIP Program Manager prior to installation. Such installations will be limited to one unique LED luminaire or model.
 - b. Any changes/revisions requested by the Customer/Authorized Customer Representative after the pre-installation verification has occurred MUST be pre-approved by the CLIP PM. Any rejection by the PM of a change/ revision is final.
 - c. CLIP does not allow changes in proposed product(s) or increases in project scope after a Notice to Proceed (NTP) has been issued unless explicitly expressed in writing from the PM. Product change requests after the NTP is issued must be requested through the PM with all supporting documentation. The request will then be presented by the PM to the CLIP Supervisor who will notify the PM of approval or denial. The PM will then notify the Customer/Authorized Customer Representative in writing of the final decision. Installation of any lighting equipment not specifically authorized in the NTP, or increases in scope, will not be eligible for incentives.
 - d. CLIP High Bay/Pole Mount Policy: In situations where all parties have agreed prior to the verification appointment that a lift is required and no lift is then provided, all related High Bay and/or Pole Mount lighting measures will be disqualified.
 - e. CFL Plug-in Luminaires (PLL) Policy: LED retrofits, including but not limited to PLLs, will qualify for incentive with conclusive, photo-documented proof that the existing CFL ballast has been permanently removed or disconnected.
 - f. A representative count of a specific measure will be verified. LADWP reserves the right to apportion the correct verified sampling percentage to the non-verified areas of the same measures throughout the scope of work.
14. For Pre- and Post-verification purposes, CLIP defines “Accurate” information as a CLIP Spreadsheet that is precise, reflective of the project’s scope of work, and does not exceed the maximum error rates as defined below.

Fixture Count	Maximum Number of Errors (per occurrence)
<2000	5
2001-3000	8
3001-4000	12
4001-5000	16
5001-6000	20
6001+	24

Errors may include, but are not limited to, accurate and/or incorrect:

- logical walk-through flow (sequential “walking” order of their location within the building or facility);
- existing fixture counts;
- fixture descriptions;
- space descriptions (i.e., suites containing multiple offices or rooms);
- lamp types and lamp wattages;
- building and/or area-specific hours of operation;
- mechanical cooling status;

- existing lighting controls status; and
 - if applicable, exemption of non-standard (e.g. emergency) lighting fixtures/luminaires.
15. Estimated incentive amounts noted in the CLIP Spreadsheet cannot be guaranteed and may be adjusted based on post-verification and post data verification, and may also be subject to change, if any project-related information is found to be inaccurate, incomplete, or if the project scope changes at any time before the final project verification and incentive payment is made by CLIP.
 16. Official CLIP incentive commitments are made only through a written Notice to Proceed (NTP) letter issued by LADWP. The projected incentive amount provided in the NTP is not a guarantee of payment and is subject to change if any project-related information is found to be inaccurate or incomplete (including invoices) or if the project scope changes prior to the final incentive payment approval.
LADWP will pay incentives only for the energy savings derived from the installation of approved products, as specified in the application and authorized in the NTP letter. Project approval from LADWP must be obtained prior to installation of any proposed equipment in order to be eligible for incentives.
 17. LADWP retains sole discretion in determining the appropriate values used to calculate the energy savings and incentive amounts. This includes review and analysis of the energy model, verification findings and, if applicable, measurements and verification data. Incentive payments shall only be paid on energy efficiency products that meet or exceed Program Requirements when the application is approved. LADWP reserves the right to modify or cancel the incentive amount if the actual products/measures installed differ from the products/measures authorized in the NTP letter.
 - a. For areas within a scope of work where annual hours cannot be reasonably ascertained by LADWP, CLIP will derive the annual hours from the industry average from the Database for Energy Efficiency Resources (DEER) from the California Public Utilities Commission.
 18. Applicant must accept as final authority, LADWP’s determination of the energy savings and incentive amount.
 19. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
 - a. Completed and signed DES Non-Residential Program Application (Part A)
 - b. Completed and signed CLIP Project Information (Part B)
 - c. Signed and dated W-9 form
 - d. Completed CLIP Spreadsheet, accurately defining the entire scope of the proposed lighting retrofit project. The Spreadsheet must be completed in a logical walk-through order for verification purposes.
 - e. Photographs of existing lighting equipment must include at least one set of photos with the following information for each unique fixture type:
 - i. fixture wattage or model number;
 - ii. lamp label indicating lamp type (e.g. fluorescent, metal halide, high pressure sodium, etc.);
 - iii. wide angle photo showing the full fixture; and
 - iv. wattage from lamp/luminaire label
 - f. Manufacturer’s original product specification sheets for all proposed equipment
 - g. Print out of a Design Lights Consortium (DLC) approved product indicating status at “Standard” or “Premium”
 - h. For products not listed on DLC: LM79 test report(s) from a laboratory certified by an accredited International Laboratory Accreditation Certification (ILAC) Mutual Recognition Agreement (MRA) Signatory, if applicable
 - i. For screw-in lamps: print out from Energy Star
 - j. Completed and signed LADWP Verification Requirement and Disclaimer

- form.
- k. Completed and signed DES Authorization form, if applicable
 - l. Completed Payment Assignment Form, if applicable
 - m. Additional project-specific documents as requested by LADWP
20. Itemized invoice(s) must:
 - a. Reflect the purchase price of the measure equipment, detailing the unique make, model and unit cost of all installed equipment in sufficient quantity to those specified in the CLIP Spreadsheet.
 - b. Be signed, name and title printed, and dated by the Customer/Authorized Customer Representative on Form A, where applicable. Additional documentation supporting actual cost may also be required including, but not limited to, purchase invoices from a distributor. LADWP reserves the right to deny the acceptance of supplemental documentation and/or revised invoices showing amended payment costs.
 - c. Be generated by the authorized contractor, hired by the customer to perform the retrofit. Third party invoices will not be accepted without prior authorization by the LADWP.
 21. An incentive check will be processed upon completion of the following:
 - a. LADWP has received all required documentation including itemized receipts or invoices signed by the Customer/Authorized Customer Representative;
 - b. All required LADWP verifications have been completed;
 - c. Any additional information regarding the location and quantity of equipment installed has been submitted and verified;
 - d. Final application approval has been granted by the CLIP Manager. LADWP reserves the right to request additional information regarding any phase of the CLIP process. Processing times for incentives may vary significantly due to incomplete or inaccurate information provided by the Customer/Authorized Customer Representative
 22. All costs, materials and labor, will be reviewed for reasonableness by the Program Manager referencing RSMeans cost estimates. Only reasonable costs incurred for the implementation of the prescribed measures will be approved for payment by the program. Excess materials, labor, and any other costs not directly related to the approved scope of work, are excluded from the final approved project costs as determined by LADWP.
 23. Incentives are taxable and, if cumulatively greater than \$600, will be reported to the IRS unless the Applicant is exempt. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this payment.
 24. Incentive payments are paid to LADWP Customer of Record. LADWP shall determine whether to grant a customer request to assign incentive payment to a third party as defined within the CLIP Payment Assignment Form.
 25. Third-Party Financial Institutions are not eligible to receive CLIP incentive payments. A Third-Party Financial Institution is defined as any financier who may be financially backing a contractor engaged in any CLIP project.
 26. Customer understands the rebate payments are based on related energy benefits over the life of the product. Customer agrees that if:
 - a. Customer does not provide LADWP with 100% of the related energy benefits in the rebate form for the life of the product or a period of five (5) years from the receipt of rebate, whichever is less; or
 - b. Customer ceases to be a customer of LADWP during said time period, Customer shall refund a prorated amount of rebate dollars to LADWP based on the actual period of time for which Customer provided the related energy benefits as an electric customer of LADWP.
 27. LADWP's and/or its consultants' review of the design, construction, operation or maintenance of the project or energy efficiency measures shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures, nor shall the Customer/Authorized Customer Representative, in any way, make such a representation to a third party. Customer/Authorized Customer Representative and contractor/ engineering firm/vendor/installer is solely responsible for the economic and technical feasibility, operational capability and reliability of project measures. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of measures for any particular purpose.
 28. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed thereof is the sole responsibility of the Customer/Authorized Customer Representative. Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claims against LADWP arising out of the installation and/or use of the energy efficiency product. LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any party. LADWP will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.
 29. The selection, purchase, and ownership of products and equipment are the Customer's/Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design. LADWP makes no warranty, expressed or implied, of merchantability or fitness for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof and the Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claim against LADWP for any reason whatsoever arising out of the implementation of the energy efficiency measures.
 30. Customer/Authorized Customer Representative/Contractor, at their own expense, shall obtain and maintain all licenses and permits required by federal, state, local, or other governing agency. Any failure by Customer/Authorized Customer Representative/Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.
 31. Disclaimer: The Customer/Authorized Customer Representative understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.

Limitation of Liability: LADWP shall not be liable for any loss, claim, damage, or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed. Applicant waives any claim against LADWP for any reason whatsoever arising out of the implementation of CLIP-related measures.
 32. LADWP shall not be liable for any special, incidental, indirect, or consequential damages including, without limitation, loss of profits or commitments to subcontractors of any tier, and any special, incidental, indirect or consequential damages incurred by the Customer/Authorized Customer Representative.
 33. Customer/Authorized Customer Representative/Contractor shall not use LADWP's corporate name, trademark, trade name, logo, identity or any other affiliation for any reason, without LADWP's prior written consent. Customer/Authorized Customer Representative/Contractor shall make no representations on behalf of LADWP.
 34. By applying for an LADWP incentive and/or program, personal information provided may be subject to public disclosure by requesting parties, as required by local, state, and federal laws. If you receive any benefit, your name and installation address will be disclosed pursuant to the California Public Records Act.