

Commercial Facility Direct Install Program

2018 – 2019 Participation Form

**Property eligibility**

Completing this form is the first step in determining if your property will be eligible for the Commercial Buildings Direct Toilet Install Program. To be eligible, a commercial building must be in the Fort Collins Utilities water service area and have between 1 and 10 toilets with a flow rate of at least 1.6 gallons per flush. Buildings with more than ten units may qualify for other programs. Please submit the completed form via email to aneel@fcgov.com. For more information or questions, call **970.416.4371** or email aneel@fcgov.com.

Property information

Property name: _____

Property address(es): _____

City: _____ State: _____ Zip: _____

Owner occupied: ☐ Yes ☐ No

Number of buildings: _____ Number of restrooms: _____

Total number of toilet units to be replaced: _____ Original Flow Rate (gallons per minute): _____

Location of main water meter: _____

Type of Business: ☐ Restaurant ☐ Office ☐ Education ☐ Retail ☐ Healthcare☐ Other (specify): _____

To be eligible for participation, buildings must have potable water service through Fort Collins Utilities.

Does property receive potable water service through Fort Collins Utilities?: ☐ Yes ☐ No**Fort Collins Utilities Account Holder (Participant)**

Business Name _____

Account contact: _____ Title: _____

Contact phone _____

Address _____ City _____ State _____ Zip _____

Party Completing Form, if different from Participant (e.g. Property Manager, Facility Manager)

Business Name _____

Account contact: _____ Title: _____

Contact phone _____

Address _____ City _____ State _____ Zip _____



Agreement and Program Steps

Participant agrees to participate in the Commercial Facility Direct Install Program and understands this program provides products and installation of high efficiency toilets for which the installation contractor is paid directly by Participant, and as further set forth in the Terms and Conditions below.

Participant agrees to work with the Program implementer, Abbye Neel ("Water Conservation"), to notify property occupants of program participation through various means, including, but not limited to, posters in common areas and letters distributed to each unit. Participant (with consent of property owner where appropriate) will support these efforts by either posting notice in accordance with legal/state/county requirements or by providing Water Conservation access to distribute in common areas and to each unit. Participant agrees to provide personnel to escort Water Conservation and city-affiliated technicians throughout the property and to provide access to all units or spaces when toilet equipment will be replaced, and all main water meters and shut offs in the event of leaks or flooding during installation work. Additionally, the participant agrees to the attached terms and conditions and the following program steps and prices:

1. A facility assessment to determine equipment flow rates
2. If flow rates qualify, and customer is interested, customer schedules time for direct install with installation contractor via Fort Collins Utilities Water Conservation Staff.
3. At the time of the install Customer agrees to pay installation contractor directly via cash or check. Customer agrees to:
 - a. Installation Cost: \$175 per toilet (includes supplying all necessary materials to specified location, uninstalling old units, and recycling of old units).
 - b. In the event additional work is required, customer will work with installation contractor to ensure equipment is installed safely and properly. Below list set prices for common repairs and replacements:
 - i. Toilet Flange: \$75.00 per toilet
 - ii. Replace Supply Valve: \$25 per toilet
 - iii. Water Supply Tube: \$10
 - iv. Broken Toilet (includes time for service provider to return to storage unit and retrieve new toilet): \$67
 - v. All Additional Work: \$125 per hour
 - vi. All Additional After Hours Work: \$237.50 per hour

Participant signature

Your signature authorizes that you have read, understood, and agree to the Terms and Conditions of this Agreement.

Signature	Print Name	Date

Email	Account Number for Water Service

☐ Yes, I'm interested in being contacted by a representative from Fort Collins Utilities to learn more about other water efficiency opportunities.

☐ Yes, I'm interested in being contacted by a representative from Fort Collins Utilities to learn more about other energy efficiency opportunities.

Property owner/representative signature (required when Participant is not the primary Utility account holder)

Signature	Print Name	Date

Email	Account Number for Water Service

Please submit completed application to the Commercial Buildings Toilet Direct Install Program via email at aneel@fcgov.com. If you have any questions, please call a member of our program team at **970.416.4371**.



Terms and Conditions

- a. Fort Collins Utilities ("Sponsor") has contracted and authorized Richard Cruse ("Installer") to implement approved direct install measures at customer facilities for the Commercial Buildings Toilet Direct Install Program ("Program").
- b. The Services may include water audit; education with respect to commercial building efficiency; assistance in obtaining estimates for improvement services; assistance in contacting Installer to schedule work; install/replace toilet (includes bowl wax, water supply tube, bolts, and recycle of toilet and cardboard); repair/replace floor flange; replace supply valve; review available rebates and incentives and answer questions; assistance in completing applications for financing options; and assistance in signing up for complementary programs and services from the City of Fort Collins.
- c. The Program is available to Fort Collins Utilities business customers in Fort Collins. If you choose to implement any Program installation services, Sponsor is not responsible for the work performed by Installer or other associated contractors, and you will contract directly with the Installer and other associated contractor(s) to complete the work. As part of the Program, the cost for the items are paid by the Sponsor, and the associated installation at the facility are paid directly by you, the Participant, to the Installer, not by Sponsor or through the utility service account associated with the facility. Payment is required at the time of installation to participate.
- d. To support identification and implementation of water efficiency measures, Participant shall provide Sponsor, and approved service providers access to and egress from the facility during normal business hours. In the case of a leased facility, Participant certifies Participant has leased the subject facility, and Participant has obtained appropriate permission from the building owner, including the permission to make systematic changes that may result in building efficiencies.
- e. Participant acknowledges participation in the Program is voluntary, and Sponsor does not control the direct work of Installer or other associated contractors providing services through the Program.
- f. Participant acknowledges the products installed through the Program become fixtures of the premises, and Participant hereby waives a right to reject installation services and/or products provided through the Program in the event a toilet is plugged after installation and there is no evidence of improper installation or mechanical failure of the toilet. In such instance, Participant agrees to take responsibility for the cost and arrangement for any replacements or repairs deemed appropriate by Participant, without expectation of offset or refund from the Program, Installer, or Sponsor.
- g. Except as stated herein, neither Installer or Sponsor make any warranties, expressed or implied, with respect to the measures suggested, equipment, operation, material, workmanship or manufacturing associated with this Program. Neither Installer or Sponsor guarantee a specific level of water efficiency or cost savings will result from any measures taken or products funded under the Program, nor that the facility will meet other performance estimates of auditors. Installer offers a limited one-year warranty on services. Otherwise, neither Installer or Sponsor are liable for any damage caused by the operation or malfunction of the installed equipment or measures taken. Installer and Participant are responsible to arrange for the disposal/recycling of any waste generated as a result of Participant's project.
- h. PARTICIPANT (AND PROPERTY OWNER WHERE APPROPRIATE) ALSO AGREES THAT IN CONSIDERATION OF ITS PARTICIPATION IN THE PROGRAM AND RECEIPT OF PRODUCTS AND COORDINATION OF CONTRACTOR SERVICES, CITY OF FORT COLLINS, COLORADO AND INSTALLER WILL NOT BE RESPONSIBLE IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES OR DAMAGES OF ANY KIND INCURRED, ARISING OUT, OF OR RELATED TO THIS PROGRAM. NOTWITHSTANDING THE FOREGOING, CITY-AFFILIATED CONTRACTORS WILL BE RESPONSIBLE FOR DIRECT COSTS OF LOSS OR DAMAGE INCURRED TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTORS. NO ACTION MAY BE COMMENCED BY PARTICIPANT OR PROPERTY OWNER AGAINST THE CITY OR CITY-AFFILIATED CONTRACTORS UNLESS WRITTEN NOTICE HAS BEEN GIVEN TO THE CITY AND/OR CONTRACTOR (AS APPROPRIATE) WITHIN TEN (10) DAYS AFTER THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION. PARTICIPANT AND PROPERTY OWNER AGREE, UNDER NO CIRCUMSTANCES WILL THE CITY OF FORT COLLINS, OR CITY-AFFILIATED CONTRACTORS BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, REMOTE OR SPECULATIVE DAMAGES ARISING FROM THE PROGRAM. THE ABOVE-SIGNED HAS READ AND UNDERSTANDS THE ABOVE AND ALL ADDITIONAL ATTACHED CONDITIONS AND HAS AUTHORITY TO SIGN THIS AGREEMENT AS OR ON BEHALF OF THE PROPERTY OWNER OF THE BELOW IDENTIFIED PROPERTY.
- i. Participant and Property Owner acknowledge construction permits and/or building permits may be required for work recommended by Installer and other service providers participating in the Program. And Participant and Property Owner further

acknowledge it is Participant's and/or Property Owner's sole responsibility, not that of Installer or Sponsor, to see out and determine whether such permits or inspections are required.

j. Participant and Property Owner further acknowledge neither Installer or Sponsor are responsible for the calculation, collection, or distribution of any tax credits, tax deductions, or rebates you may be eligible to receive for efficiency measures, and neither Installer or Sponsor can or have given any advice regarding Federal or state tax consequences of participation in the Program.