

**CITY OF STOCKTON, CALIFORNIA
MUNICIPAL UTILITIES DEPARTMENT**

Subject: HIGH EFFICIENCY TOILET (HET) DIRECT INSTALL PROGRAM FOR COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL CUSTOMERS	Directive No. WTR-03	Page No. 1 of 5
	Effective Date: 3/1/10	Revised from: NEW

I. BACKGROUND

In 2006, the City of Stockton signed a Memorandum of Understanding (MOU) with the California Urban Water Conservation Council (CUWCC). By signing the MOU, members agree to implement identified Best Management Practices (BMPs) to conserve water in urban areas. In addition, on February 19, 2008, the City Council approved the City of Stockton Water Conservation Program and Project Management Plan (Plan) which identifies a long term water efficiency program designed to address demand management for existing and future water supplies through voluntary participation and customer incentives. The Plan identifies a target goal of annual water savings equal to 3.4 percent of the 2006 water demand; a water savings of approximately 1,200 acre-feet or more per year.

II. PURPOSE

The purpose of this Directive is to establish the process for the implementation of a High Efficiency Toilet (HET) Direct Install Program. The HET Direct Install Program is a Water Conservation Program component designed to assist in meeting the BMP requirements for Commercial, Industrial, and Institutional (CII) customers as outlined in the MOU. Previously BMP 9 (now Programmatic) this Directive will provide procedures for promoting the High Efficiency Toilet (HET) Direct Install Program, managing agreements with the plumbing contractors, and determining amount of installations to ensure BMP requirements are met following implementation measures outlined by CUWCC: .5% by the end of the first reporting year (Dec 2010), 2.4% by the end of year four, 4.3% by the end of year six, 6.4% by the end of year eight, and 9% by the end of year ten. Requirements listed above can be met through additional efforts outlined in the CII BMPs.

III. POLICY

It shall be the policy of the City of Stockton Municipal Utilities Department to establish a HET Direct Install Program for Commercial, Industrial and Institutional (CII) customers to comply with the MOU between the City and CUWCC as it relates to the implementation of BMPs for water conservation for CII customers.

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IV. PROCEDURES

The Water Conservation Program will be managed by the Water Conservation Program Manager within the Water Resources Division of the City's Municipal Utilities Department.

Advertising and Promotion

HET direct installations will be offered to all CII water utility customers through the Municipal Utilities Department's utility bill insert. Additional advertising will take place via the Department web site and other media, including but not limited to radio, television, and print advertisements.

Participating Plumbing Contractors

Plumbing contractors will be contacted for their participation in the program and will be limited to those plumbing contractors located within the City of Stockton. A list of plumbers will be obtained through the City's Business Licensing records and verified through the Contractors State License Board. To participate in the Program, plumbing contractors are required to enter into a Participating Plumbing Contractor Agreement (Exhibit A), provide Contractor Insurance Requirements (Exhibit B) and agree to Standards of Service (Exhibit C). As outlined in the Agreement, contractors will complete and forward the Certificate of Participation and Plumbing Efficiency (Exhibit D) to the Municipal Utilities Department.

Contractors who agree to and meet all requirements will be added to the list of participating contractors. Additional contractors, who agree to and meet all requirements, can be added to the list of participating contractors on a semi-annual basis beginning six months from the Program's start date.

Should there be insufficient interest by qualified plumbing contractors within the City of Stockton, those plumbing contractors located within San Joaquin County may be invited to participate in the program, subject to all eligibility requirements outlined above.

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Request for CII HET Direct Install

Requests for the installation of CII HETs can be made directly through participating plumbers. All requests for the HET Direct Install Program received by the City will be referred the list of participating contractors. The City will not recommend one participating contractor over another participating contractor.

Scheduling of CII HET Direct Install

The participating contractors are responsible for scheduling the installation(s) of HETs.

- 1) Upon receiving a request for install, participating contractors will verify customer status with the City of Stockton's Municipal Utilities Department Water Conservation Program.
- 2) The Water Conservation Coordinator will verify customer status.
- 3) Requesting party will be notified by City staff regarding the requirement to complete and return a City of Stockton Water Conservation Program – HET Direct Installation Program – Permission and Release Form (Exhibit E). Failure to complete the Permission and Release Form will result in the delay of providing contractor with permission to proceed with scheduling. Requesting party must submit the Permission and Release Form prior to the contractor scheduling the installation appointment.
- 4) Upon verification, the contractor will be advised of customer status.
- 5) The contractor will be responsible for scheduling the installation(s).

HET Limitations

Requests for installation are on a first come, first served basis until program funding is depleted. No more than 25 HETs will be authorized per qualifying service address and no more than 50 HETs will be authorized per individual owner/tenant. Exceptions will be considered on

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a case by case basis and may be approved by the Municipal Utilities Department Director.

Customer Service Survey

Upon the completion of installation and receipt of the invoice and Certificate of Participation and Plumbing Efficiency, Water Conservation staff will issue a Customer Service Survey (Exhibit F) to the CII customer.

Payment to Contractors

Upon receipt of the invoice and Certificate of Participation and Plumbing Efficiency, payment will be issued to the contractor. Work may be subject to inspection and verification by the City or City's authorized representative.

Document Filing

- 1) Permission and Release Form
 - White Copy – City copy
 - Yellow Copy – Contractor copy
 - Pink Copy – Customer copy
- 2) Certificate of Participation and Plumbing Efficiency
 - White Copy — City copy
 - Yellow Copy – Contractor copy
 - Pink Copy – Customer copy
- 3) Contract Agreement
 - White Copy – City copy
 - Yellow Copy – Contractor copy
- 4) Insurance Requirements
 - White Copy – City copy
- 5) Standards of Service

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- White Copy – City copy
 - Yellow Copy – Contractor copy
- 6) Customer Service Satisfaction Survey
- Original – City copy

A file will be maintained for each service address by calendar year at City of Stockton MUD for a period of not less than 10 years, where they will be readily available for review and inspection by the City's Water Conservation Program Manager. Any deficiencies relating to said files, identified by the City's Water Conservation Program Manager will be addressed and corrected immediately.

Data Tracking

- 1) Upon initial customer status verification request from the contractor, Water Conservation clerical staff will log customer information, contractor information and number of HETs to be installed into the HET Direct Install Customer Tracking database.
- 2) Staff will mail Permission and Release form to customer. Database will be updated upon receipt of Permission and Release Form to reflect form on file and contractor will be advised of permission to proceed.
- 3) Upon completion of the installation and receipt of completed Certificate of Participation and Plumbing Efficiency and invoice, database will be updated to reflect form on file, invoice received, and payment processed.

APPROVED:



MARK J. MADISON
DIRECTOR OF MUNICIPAL UTILITIES

**CITY OF STOCKTON
HIGH EFFICIENCY TOILET DIRECT INSTALL
PARTICIPATING PLUMBING CONTRACTOR AGREEMENT**



_____ (Firm Name/Individual Contractor), is a licensed plumbing contractor participating in the City of Stockton's High Efficiency Toilet (HET) Direct Install Program. As such, I agree to the following:

For each commercial site undergoing a plumbing efficiency inventory / upgrade in this program, I will perform all work as defined in the City of Stockton Direct Install Program Standards of Service (Exhibit C) for a fee within the range defined in the Standards.

For each commercial site, I will complete the appropriate City of Stockton *Certificate of Participation and Plumbing Efficiency*, verifying the entire inventory / upgrade has been completed at the participating commercial site.

I will bill the City directly for the cost of materials and labor, submitting both the completed *Certificate of Participation and Plumbing Efficiency* and an original invoice with all supporting documentation. In the case of an error, I understand the amount owed to me may be withheld by the City until proof of the corrected transaction is submitted.

I understand that for toilets replaced through the Direct Install Program not involving the rearrangement of valves, pipes or fixtures, a building permit is not required.

For the duration of the Program, I will maintain a State of California C36 Plumbing Contractor's license, City of Stockton business license, City required insurance and I will also comply with the State of California Workers' Compensation laws. I will not knowingly assign any worker to a City of Stockton customer work-site who has been convicted of a felony within the last 7 years; or who is impaired by illegal drugs or alcohol, excluding any lawfully prescribed medications.

I understand that any failure to follow any of the above named provisions or any misrepresentation of the Direct Install Program, substandard workmanship, or misrepresentation of the *Certificate of Participation and Plumbing Efficiency* may be grounds for removal of me and/or my agents from the Participating Plumbing Contractors List for this Program, and may subject me and/or my agents to such other charges or penalties provided by law. I agree to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, and employees from actions, claims, damages, disabilities, or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by myself or my company hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for myself or my agents, under worker's compensation acts, disability benefits acts or other employees benefits acts.

I shall be liable to the City for any loss or damage to the City arising from my negligence or misconduct.

I agree to verify customer status with the City prior to the commencement of any work.

I agree to submit all invoices to the City of Stockton for reimbursement within 30 days of completing the installation and understand the installation is subject to verification by the City. If work is not performed, or is sub-standard, payment from the City may be withheld until the work is complete and/or satisfactory.

I will maintain in full force and effect all of the insurance coverage described in, and in accordance with the *Insurance Requirements* (Exhibit B) hereto and hereby incorporated and made part of this Agreement reference. Maintenance of the insurance coverage set forth in Exhibit B is a material element of this Agreement and a material part of the consideration provided by my Company in exchange for the City's agreement to make payments prescribed hereunder. I understand (i) failure to maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as material breach of this Agreement, by me, whereas the City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement.

By signing this Agreement, I agree to uphold and be bound by all the provisions of this Agreement, the *Standards of Service* (Exhibit C) and *Certificate of Participation and Plumbing Efficiency* (Exhibit D). This Agreement supersedes any previous Agreements and will expire when the Direct Install Program offer is rescinded, or upon 30 days of written notification by either party.

SIGNED: _____ DATED: _____
License Holder's Signature

PRINT NAME & TITLE: _____

Contractor's License Number: _____

City of Stockton Business Tax Certificate Number: _____

OFFICE USE ONLY

Verified By: _____ Date: _____
Printed Name and Title

CITY COPY – WHITE CONTRACTOR COPY - YELLOW

INSURANCE REQUIREMENTS
CONTRACTOR INSURANCE REQUIREMENTS

1. **INSURANCE:** Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A.) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001). Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u".
 - B.) **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
 - C.) **WORKERS' COMPENSATION** Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The Policy (s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: *City of Stockton (CITY), its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.* For General Liability, Additional Insured form at least as broad as ISO form CG 20 10 11 85 shall be used as the Additional Insured Endorsement.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers.* Any coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

4. Regardless of these contract minimum insurance requirements, the contractor and its insurer shall agree to commit the contractor's full policy limits and these minimum requirements shall not restrict the contractor's liability or coverage limit obligations.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
6. The Company shall furnish the City of Stockton with the Certificates and Endorsements for all required insurance, prior to the CITY's, execution of the Agreement and start of work.
7. Proper Address for Mailing Certificates, Endorsements and Notices shall be: City of Stockton, Attn: Risk Services, 425 N El Dorado St., Stockton, CA 95202
8. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Services (209) 937-5037. Our Fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right (but not obligation) to purchase insurance or insure (or self-insure) for the above required coverages, at the contractor's full expense.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractors insurance shall have the same impact as described above.

2. **INDEMNIFICATION:**

Contractor shall hold harmless, defend, and indemnify the CITY OF STOCKTON and its officers, agents and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of the work described herein, caused in whole or in part by any act or omission of the contractor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY OF STOCKTON.

INSURED:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED- -OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF STOCKTON
425 N. El Dorado Street
Stockton, CA 95202-1997

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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**CITY OF STOCKTON
HIGH EFFICIENCY TOILET DIRECT INSTALL PROGRAM
STANDARDS OF SERVICE
COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL INSTALLATIONS**



The following standards apply to every commercial site participating in the City of Stockton's High Efficiency Toilet Direct Install Program. Work will be performed by participating plumbing contractors who will complete the *Certificate of Participation and Plumbing Efficiency* certifying that the following standards are employed:

Toilets: The flush volume for each toilet should be estimated and entered in the appropriate place on the Certificate.

- At least one primary-use toilet must be changed to a High Efficiency Toilet (HET, not more than 1.28 gallons per effective flush). All installed HETs must be on the City of Stockton's List of Qualifying Models. The most current and up to date list of qualifying models can be found on the City of Stockton's website: www.stocktongov.com/mud . If other toilets are to be changed, they can be in any lavatory at the same site.
- Any toilet not changed must be checked for leaks and any leaks found must be reported to the customer.
- All toilets must be purchased by installing contractor.

Showers: All showers will be flow-tested and the flow-rate entered into the appropriate place on the Certificate.

- Showerheads that exceed **2.0** gallons per minute (gpm) must be changed to achieve 1.5 gpm or less. The City will provide low-flow showerheads to the contractors free of charge.

Faucets: All faucets will be flow-tested and the flow-rate entered into the appropriate place on the Certificate.

- Faucets that exceed **1.5** gpm must have flow-reducing aerators or restrictors installed to achieve 1.5 gpm or less for kitchen faucets and 1.0 gpm for bathroom faucets. The City will provide kitchen and bathroom faucet aerators to the contractors free of charge.

Meter Check: Water meter will be visually checked to determine if leaks exist at the site. The results should be entered in the appropriate place on the Certificate, and if leaks exist, the customer must be notified. Contractor shall not tamper with meter.

Contractor's Fees for Services and Products

Basic Service Fee – Commercial Facilities: Covers the site inspection, fixture testing and replacement, and the labor on the **first** toilet replacement.

When replacing 4 or more toilets:	Up to \$250
When replacing less than 4 toilets:	Up to \$200
Additional toilet replacement, labor only	Up to \$90

Toilet Pricing:

Two-piece, elongated HET with split seat, wax ring, bolt kit	Up to \$225
Two-piece, disabled access elongated HET with seat, wax ring, bolt kit	Up to \$250
Flush-Valve Bowl with seat, wax ring, bolt kit	Up to \$150
ADA Flush-Valve Bowl with seat, wax ring, bolt kit	Up to \$175
Flush-Valve with seat, wax ring, bolt kit	Up to \$110

Flange replacement, labor and materials	Up to \$50
Angle Stop and Supply Line, labor and materials	Up to \$15



CERTIFICATE OF PARTICIPATION AND PLUMBING EFFICIENCY

This certificate must be completed by the licensed plumbing contractor performing the inspection and plumbing installation at each site participating in the City of Stockton HET Direct Install Program. The following parties must receive a copy of the completed and signed certificate: 1. Customer 2. Contractor 3. City of Stockton (to be submitted for payment, accompanied by invoice).

In order to encourage water conservation, the city has exempted replacement toilets, sink faucets and showerheads from all plumbing permit requirements (please note: permits are still required for other replacement equipment such as water heaters or furnaces).

Toilets replaced during a bathroom remodel, additional toilets added to the site, or replacement of existing 1.6 gallon models are not eligible for this program.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR THE SITE BEING CERTIFIED:

Customer Name: _____ Account: _____ (from City bill)

Address: _____ Zip code: _____

Phone No: _____ Single Family Use Only: Number of residents

Check here if attached.

NOTE: FOR LARGER INSTALLATIONS, ATTACH ADDITIONAL SHEET AND INCLUDE INFORMATION LISTED BELOW

TOILETS: Efficiency Standard: At least one primary-use toilet must be changed to High Efficiency (HE) which use 1.28 gallons per flush (GPF) or less. Toilets not replaced must be checked for leaks.

Number of toilets at site: _____ Number of toilets replaced with HETs: _____

Estimated volume (GPF) of toilets replaced: a. _____ b. _____ c. _____ d. _____ e. _____ f. _____ g. _____ h. _____ i. _____ j. _____ k. _____

Estimated volume (GPF) of remaining toilets: a. _____ b. _____ c. _____ d. _____ e. _____ f. _____ g. _____ h. _____ i. _____ j. _____ k. _____

SHOWERHEADS: Efficiency Standard: Flow not to exceed 1.5 gallons per minute (GPM). All non-efficient shower heads must be changed.

Total number of showerheads: _____

Estimated flow rate (GPM) of each showerhead prior to changing: a. _____ b. _____ c. _____ d. _____ e. _____ f. _____ g. _____ h. _____ i. _____ j. _____ k. _____

FAUCETS: Efficiency Standard: Flow not to exceed 1.0 gallons per minute (GPM) for lavatory, 1.5 GPM for kitchen sinks. All flow rates must be calculated and all non-efficient faucets must be changed by installing an aerator or restrictor.

Total number of kitchen and lavatory faucets: _____

Flow rate (GPM) of each faucet prior to changing: a. _____ b. _____ c. _____ d. _____ e. _____ f. _____ g. _____ h. _____ i. _____ j. _____ k. _____

METER CHECK:

Does the meter indicate a leak on site? Yes No

COMMENTS:

CERTIFICATION SIGNATURES:

Customer:

I, (print name) _____

do certify under penalty of perjury that I am the owner or tenant of the property described above; if tenant, I have obtained the owner's written permission to do the work described above. The work described in this Certificate has been completed to my satisfaction. In addition, I agree to retain the new fixtures at this site or replace them in the future with fixtures conforming to equal or better standards. *I agree that the City has, with prior written notification, the option to inspect the work performed in this program for a period of one year from the date of this certification. I further understand that if my property is selected for inspection and I refuse that inspection, I will be billed for the total amount of the cost of the labor and materials as documented by the Installing Contractor.*

Signature _____

Date _____

For further information call: 1.866.STOKWTR or 866.786.5987

Installing Contractor:

FIRM NAME: _____
I, (print name) _____

do certify under penalty of perjury that the work described above has been completed by me or my representative, and that the above information is true and complete. In addition, I confirm that all toilets removed from the above premises will be disposed of at a proper recycling site. If this is a commercial installation, I agree to install disabled access toilets where applicable.

INSTALLING CONTRACTOR:

_____ I hereby affirm that I have on file with the City of Stockton, City required insurance as outlined in the Participating Plumbing Contractor Agreement.

_____ I certify that in the performance of the work described above, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Signature _____

Contractor's License # _____

Date _____