

Woodsmoke Reduction Pilot Project Installer Requirements and Eligibility Fact Sheet

There are a number of eligibility requirements to participate as an installer for the Woodsmoke Reduction Pilot Program (Program). Only Installers who have a signed agreement the District will be eligible to participate in the Program. The following is a list designed to consolidate those requirements. Additional information can be found in the Installer Agreement, or the Program Guidelines available on the District website.

Licensing

1. Active C-61 (D-34 Prefabricated Equipment Contractor) license in CA
2. General Contractors (Class B) with two unrelated building trades needed
3. Minimum of three (3) years of experience installing home heating devices to manufacturer specification
4. Show proof of insurance

Insurance Requirements

General Provisions-

a. Coverage Term: Installer/contractor insurance coverage shall be in force for the complete term of the project agreement. If insurance expires during the term of the project agreement, a new certificate must be received by the District and provided to CAPCOA at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the project agreement

b. Policy Cancellation or Termination and Notice of Non-Renewal:
Installer/contractor is responsible to notify the District within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the District may, in addition to any other remedies it may have, terminate the project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.

c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause: Any required insurance contained in the project agreement shall be primary, and not excess or contributory to any other insurance carried by the District or CAPCOA.

e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.



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g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.

h. Satisfying an SIR: All insurance required by this Grant Agreement or the project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the District's discretion.

i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the District.

j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to complete the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured under installer/contractor's insurance or supply evidence of insurance to the District equal to policies, coverages, and limits required of installer/contractor.

Commercial General Liability-

Installer/contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. The policy must name the District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

Automobile Liability-

Installer/contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must name the District, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in district files.

Workers' Compensation and Employers' Liability-

Installer/contractor must furnish to the District a certificate of insurance to remain in effect at all times during the term of this Agreement. Installer/contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required.

Estimates-



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Once approved, the Applicant will schedule an in-home estimate with a participating Installer. The Installer will verify the stove's eligibility and present an estimate to the Applicant. Estimates must be itemized, and include verification of the make and model of the stove to be replaced.

Permitting-

Installers will be responsible for ensuring that all installations are done in accordance with any applicable State, county, or city codes/ordinances, including obtaining any applicable permits and having the installation inspected.

Training-

Provide training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance. Verification of training must be signed by the homeowner.

Scrapping of old wood stove-

Customers must surrender their old wood stove or insert to the Installer who will render it permanently inoperable and recycle it, if recycling is available in the area. Proof of scrapping is required.

Acceptance of voucher-

Installers will be reimbursed by the District for the amount listed on the voucher once the installation is complete, the replaced device is properly dismantled and recycled, and required documents are submitted to the District.

Installation-

Installation must be completed within 90 days of Voucher being issued. Work may not begin prior to voucher being issued.