



WOODSMOKE REDUCTION PROGRAM Installer/Contractor Application & Agreement

Installer/Contractor Information

Full Name of Owner or Principal:		
Business Name:		
California Contractors State License Number:		
To participate in this program, you must hold a special license, issued by the CA Contractors State License Board. Please indicate which active license, issued by the California Contractors State License Board that you currently hold (please see list of special conditions in the Program Guidelines): <input type="checkbox"/> C61/D34 (allowed to install wood stove/insert, pellet stove/insert, electric stove/insert heater) <input type="checkbox"/> C20 (allowed to install wood stove/insert, pellet stove/insert, electric stove/insert heater, heat pump) <input type="checkbox"/> B (allowed to install wood stove/insert, pellet stove/insert, electric stove/insert heater, heat pump)		
Mailing address Street:		
City:	State:	ZIP code:
Phone:	E-mail:	

Insurance Requirements – Please provide certificates of insurance for all of the following required coverages or provide waiver or exemption form.

<input type="checkbox"/> 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. <i>The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Agreement.</i>
<input type="checkbox"/> 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. <i>The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Agreement.</i> In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and provided to the APCD. A sample waiver form is included in this Application.
<input type="checkbox"/> Worker's Compensation and Employer's Liability Contractor shall maintain statutory workers' compensation and employers' liability with a minimum limit of \$1,000,000 for all its employees who will be engaged in the performance of work under this Program. <i>If work is performed on state-owned or controlled property, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the APCD.</i> In the event that the installer/contractor does not have any employees, a worker's compensation statement of exemption form must be completed and provided to the APCD. An example exemption form is included in this Application.

Installer/Contractor Agreement

By signing this agreement, I certify that I have read, understand and will adhere to the SLO County APCD Woodsmoke Reduction Program Guidelines, and agree to all the following:

- I have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications.
- I possess an appropriate active license issued by the California Contractors State License Board and will continue to possess it throughout my work on this Program.
- I have provided proof of insurance and have ensured that my active policies have named the State of California, its officers, agents, and employees as additionally insured, but only with respect to work performed under this Program.
- I will maintain appropriate insurance coverage over the life of my participation in this Program.
- I agree to abide by the terms and conditions of the Program.
- I will verify that the old device and the replacement device qualify for the Program.
- I will conduct professional installation of the qualified device in compliance with all applicable state, county, city, or tribal codes/ordinances and I will help assist applicants in obtaining all required permits.
- I will provide residents with training on new device operation and maintenance and, if applicable, for wood burning devices, best practices in wood storage and wood burning.
- For heat pump projects in northern San Luis Obispo County, I will only quote and install electric ductless mini-split or ducted heat pumps. (Note: For projects located in an area with cold winter temperatures (e.g. northern SLO County), for improved efficiency, the specified mini-split/heat pump needs to be rated for high output heat for low ambient temperature conditions. Such mini-splits/heat pump do not augment heat with heat strips).
- I will render the old device inoperable and recycle it, if recycling is available in the area.
- If my customer is installing an electric heat pump and plans to retain their old wood burning device to be used in emergency power outage situations only, I will ensure they have completed the Emergency Use Declaration with the SLO County APCD.
- I will provide a quote that includes the base cost of an eligible replacement device. The quote will include any costs, itemized, that are above and beyond the base cost. Upgrades and options are ineligible costs.
- I will ensure that I work with residents to complete all projects within 90 days of their voucher issue date or communicate with APCD staff if there are going to be delays of any kind in project completion. I understand that if my project is not completed for the customer in 90 days, it may void their voucher and they will be ineligible for Program funding.
- I certify that everything included in this application and agreement is accurate.

Signature:

Date:

Printed Name:

Insurance Waiver Forms and Examples

Automobile Liability

Contractor's name and address on company stationary

Current Date

Department Name

Re: No Owned Autos

To Whom It May Concern:

Please know and mark your records to show that (contractor's name) does not own any automobiles. Should (contractor's name) purchase an auto(s) during the term of its performance of work for the SLO County APCD Woodsmoke Reduction Program, it will obtain owned auto coverage and provide evidence to SLO County APCD.

Sincerely,

Name/Title of Owner, Member, Partner or Corporate Owner of the Contractor

Insurance Waiver Forms and Examples (continued)

Workers' Compensation and Employer's Liability

Workers' Compensation Statement of Exemption

Contractor must submit this form to the SLO County APCD, certifying under penalty of perjury that he or she does not employ anyone in a manner that is subject to the Workers' Compensation laws of California (see Business and Professions Code Section 7125).

DO NOT SUBMIT THIS FORM IF YOU HAVE EMPLOYEES

For exemption from workers' compensation, you must complete the requested information and sign form.

Please type or print neatly and legibly in black or dark blue ink.

SECTION 1 - REQUIRED INFORMATION

Contractor's Name:		
Contractor's License Number:		
Mailing address Street:		
City:	State:	ZIP code:
Cell Phone:	E-mail:	

SECTION 2 - REQUIRED CHECK BOX

YOU MUST CHECK ONLY ONE OF THE BOXES BELOW

- ☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.
- ☐ I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier).

SECTION 3 - REQUIRED SIGNATURE

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation law of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to California's workers' compensation law, I must obtain a Certificate of Workers' Compensation Insurance, submit that to the State of California and/or the SLO County APCD within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law and as a requirement of this Agreement. I further understand that failure to comply with this requirement is grounds for disciplinary action.

Signature:	Printed Name:	Date:
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