



GREATER PORTOLA WOOD STOVE CHANGE-OUT PROGRAM

## CONTRACTOR AGREEMENT #2020-005

**Parties:** This Contractor Agreement (Agreement) is for services between the Northern Sierra Air Quality Management District (District) and Frank Emsoff of Integrity Heating and Air (Contractor), effective until funds run out or December 31, 2022 (whichever comes first).

**Grant Award:** The subject matter of this Agreement is the Greater Portola Area Wood Stove Change-out Program funded by various grants and funds. Every effort will be made for funds to be dispersed from the District to the Contractor within 30 days from the time all paperwork is received by the District. Paperwork from the Retailer/Contractor will consist of:

1. Program Tracking Form
2. Copy of estimate and home heat-loss study with District approval signature
3. Photo of ENERGY STAR® compliant ductless mini-split heating device installed
4. Copy of Building Permit (City/County/State)
5. Final Invoice

If the above documents are not received or are incomplete, funds will not be dispersed to the Contractor.

### Maximum Amount:

In consideration of the services to be performed, the District agrees to pay Contractor, in accordance with the payment provisions specified in Attachment "A", a sum not to exceed \$10,700 per installation. The cost must include all aspect of the installation, including device, labor, permit, heat tracker and anything else necessary to ensure safe, effective installation and use of the new device. The Contractor must submit an estimate of total cost to the District for approval before beginning installation. Under no circumstances will \$10,700 for an ENERGY STAR® compliant ductless mini-split heat pump installation be exceeded without prior authorization by the District. A maximum of 5 installations will be covered under this agreement.

### Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in Attachment "A", according to a performance schedule, if applicable, as set forth in said attachment (herein "Program Provisions"). If requested, Contractor agrees to serve as an expert witness for the District in any third party action or proceeding arising out of this Contract.

Contractor's accounting records, as they relate to work carried out through the Agreement, shall be subject to inspection and review, for reporting purposes, by Federal, State and District agencies.

During each initial home visit, the Contractor shall conduct a home heat-loss study to be provided to the homeowner and the District along with a cost estimate for the installation.

**Commercial General Liability Insurance:**

A Commercial General Liability insurance policy is required. Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum of \$1,000,000.
- (ii) An endorsement naming District as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the District shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to District of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**Business or Commercial Automobile Liability Insurance**

A business Rated or a Commercial Automobile Liability insurance policy for each vehicle used including non-owned and hired vehicles. Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum of \$1,000,000.
- (ii) An endorsement naming District as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the District shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to District of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

## **Workers' Compensation**

Contractor shall maintain a Workers' Compensation insurance policy on all employees, as required by law, and shall provide proof of such insurance acceptable to District. The Workers' Compensation insurer shall agree to waive all rights of subrogation against District, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor and/or Contractor's employees pursuant to this Agreement.

### **Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the District and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of District or its officers, officials, employees, agents and volunteers.

**Agreement Term:** The period of the Contractor performance shall begin upon date of execution, signified by the date on which all project dollars are spent. The Agreement shall be in effect until funds run out or December 31, 2022 (whichever comes first).

**Amendment:** No changes, modifications, or amendment in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the District and Contractor. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.

### **Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of District.

### **Licensing, Permits, Certification and Requirements:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefore, including a C20 HVAC Contractor's license; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Agreement. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which District may elect to suspend payments hereunder, or terminate this Agreement, or both.

- a. Contractor must be in possession of a C20 HVAC Contractor's license. The license must remain in effect during the entire term of the contract period. This documentation must be provided.
- b. Contractor must be an authorized dealer of ENERGY STAR® compliant ductless mini-split heating devices and must be able to provide a list of all the compliant brands for which each respondent is representing.
- c. Contractor must have ENERGY STAR® compliant ductless mini-split heating devices sold to be under warranty, and Contractor must have agreement with all manufacturers to honor the warranties.

- d. Contractor must have a minimum of 3 years of experience of selling and installing ENERGY STAR® compliant ductless mini-split heating devices to manufacturer specifications.
- e. Contractor must sell only ENERGY STAR® compliant ductless mini-split heating devices and these devices must be installed according to manufacturer specifications. Devices cannot be modified from manufacturer specifications.
- f. Contractor must offer ENERGY STAR® compliant ductless mini-split heating devices that are specifically designed to be installed within mobile homes/manufactured homes. Contractor must be trained to install woodstoves in mobile homes/manufactured homes and installation must be permitted with the state of California.
- g. If applicable, public works law requires private construction contractors to pay prevailing wages to their workers and requires the construction contractor to follow public works law when working on **a commercial** project funded by a public entity. A public entity can be the State of California, or any public agency such as a county, city, school or a special district. Prevailing wages are due, in most instances, if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must make an attempt to hire apprentices when the total project costs exceed \$30,000.

**Cancellation:** This Agreement may be terminated by either party, with or without cause, by giving written notice to the other at least 30 days in advance; provided, however, that District may terminate this Agreement immediately for Contractor's breach of the program provisions set forth in Attachment "A", attached hereto and incorporated herein by reference. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

### Miscellaneous

#### **1. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to proposals and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

Contractor shall permit District to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by District, upon fifteen (15) days notice.

#### **2. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Agreement and which have been prepared by, for or submitted to Contractor shall be the property of District, and upon fifteen (15) days demand therefore, shall be promptly delivered to District without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**3. Entire Agreement:**

This Agreement represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

**4. Jurisdiction and Venue:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Plumas County, California.

**5. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Agreement.

**6. Authority:**

All individuals executing this Agreement on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Contractor.

**7. Contact Persons:**

**Contractor Program Contact**

Name: Frank Emsoff, Integrity Heating and Air

Phone: 530-249-3697

Email: femsoff@gmail.com

**District Program Contact**

Name: Julie Ruiz, Air Pollution Control Specialist II

Phone: 530 832-0102

Email: julie@myairdistrict.com

**Attachments:**

This Agreement also consists of the following attachment(s) that are incorporated herein:

Attachment A – Program Provisions

Attachment B – Program Tracking Form

I hereby certify that I understand the conditions and requirements for participation in the District's Greater Portola Area Woodstove Change-out Program and agree to fulfill the requirements and comply with the conditions in this agreement that I am entering into with the District. I understand that if any documents are incomplete or falsified, I will not be paid by the District. Only by signing this agreement will I be considered a District-approved Contractor for this program.

**Northern Sierra Air Quality Management District**

\_\_\_\_\_  
Air District Board, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gretchen Bennitt  
Air Pollution Control Officer

\_\_\_\_\_  
Date

**Integrity Heating and Air**

\_\_\_\_\_  
Frank Emsoff  
Owner

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the Signature Date, above.

## **Attachment A**

### **Program Provisions for designation as a District-approved Retailer/Contractor**

1. I will inform the customer about the program requirements and timelines.
2. I understand the maximum reimbursement allowed as outlined on page 1 and page 2 of this Contractor Agreement.
3. I agree to provide documentation of C20 HVAC Contractor's license.
4. I will consider additional discounts at the time of the sale to the purchase price of the ENERGY STAR® compliant ductless mini-split heating device (store discount and/or manufacturer discount).
5. I will complete and sign the Greater Portola Area Wood Stove Change-Out Program Tracking Form (Attachment B). I will make sure to include the manufacturer, model and serial number for each ENERGY STAR® compliant ductless mini-split heating device. I will make sure to include the Program Tracking # and Building Permit #.
6. The device will be installed per manufacturer's instructions and will not be modified in any way
7. I will submit to the District complete paperwork with an original invoice for reimbursement within 30 days of completing the installation. Invoices submitted to the District without the required paperwork are not payable (no exceptions). The following paperwork must be submitted with invoice:
  1. Program Tracking Form
  2. Copy of estimate and home heat-loss study with District approval signature
  3. Photo of ENERGY STAR® compliant ductless mini-split heating device installed
  4. Copy of Building Permit (City/County/State)
  5. Final Invoice
8. I will provide training for using the new heating device to the customer.
9. As a participating contractor, I understand that it is my responsibility to ensure that all installations are done in accordance with any applicable city, town or county codes and or ordinances and that the District assumes no responsibility or liability for the purchase and installation of heating devices or any other element of the installation process.
10. As a participating contractor, I agree to address and resolve unanticipated issues expeditiously with the District and the customer.
11. As a participating contractor, I understand that all installations must be completed no later than 90 days from the date on the estimate. If work cannot be completed due to unforeseen circumstances such as construction delays or weather conditions, I must obtain a written authorization from the District (emails or faxes are acceptable) for an extension to complete the installation. Any invoices submitted without prior authorization from the District will not be accepted by the District.
12. As a participating retailer, I agree to provide District staff access to my facility and records to inspect for compliance with program requirements, if requested. I understand that the District will provide not less than fifteen (15) calendar days' notice prior to this inspection.
13. I agree to provide proof of General Liability Insurance evidenced by a certificate of insurance with properly executed endorsements attached, as outlined in agreement.
14. I agree to provide a copy of a C20 HVAC Contractor's license.
15. I agree to provide a list of all the ENERGY STAR® compliant ductless mini-split heating device brands for which I have authority to represent.
16. I agree to provide documentation of Workman's Compensation.
17. I agree to provide Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-Owned/Hired Automobiles.
18. As a participating contractor, I fully understand that I will be removed from the program for not complying with the conditions and requirements of this statement.