

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Housing and Community Resources

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**Heating System Improvement Dealer/Service Contractor Assurances**

COMPANY NAME & ADDRESS:

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In connection with the performance of work under the Weatherization Assistance Program, the above-cited Dealer/Service Company (hereinafter referred to as the Contractor) assures the State of New Jersey that he/she shall:

1. Provide only those program services specifically authorized, unless he/she first receives permission from the Local Government/Community Action Agency to delete and/or add additional services.
2. Professionally complete all authorized services within one week following the receipt of the letter of authorization.
3. Achieve and submit to the agency in writing the following minimum performance standards:

If a gas-fired unit, a rating in the Gas Appliance Manufacturers Association Consumer Directory of Certified Efficiency Ratings as listed below:

- a. All replacement heating systems must have as minimum efficiencies an AFUE of 82 for new oil or gas steam boilers, an AFUE of 83 for oil furnaces, an AFUE of 85 for oil or gas hot water boilers and an AFUE of 90 for new gas furnaces.
- b. If an oil-fired unit, a steady-state efficiency of 80% percent or more, a reading of 1 or less on the Bacharach Smoke Scale, and a minimum carbon dioxide reading of 10.5 percent.
- c. A post-installation test standard of no greater than 9% O<sub>2</sub>, and a carbon monoxide reading of no greater than 100 ppm in the flue or as recommended by the manufacturer.
- d. Gas units that require a higher oxygen reading per the manufacturer's instructions are acceptable, but must be documented in the form of a letter from the manufacturer and/or the installation specifications.

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4. Hold harmless the State of New Jersey and the sub-grantee (WAP Agency) with respect to any damages or liabilities arising from any conduct performed by the Contractor or his/her staff. In the event that any litigation arises due to the conduct of the Contractor, the Contractor shall hold harmless the State of New Jersey and the Local Government/Community Action Agency pursuant to these program assurances. The Contractor shall maintain insurance to sufficiently cover any and all damages that may result from the Contractor's participation in this program, including General Liability Insurance (with completed Operation coverage) in an amount not less than \$500,000 for each occurrence of bodily injury and \$500,000 for each occurrence of property damage, and shall ensure that the State of New Jersey and its officers, employees and agencies are named as insured parties under any such insurance policy. Workmen's compensation coverage is also required, unless the contractor is the sole proprietor, in which case, self-protection coverage is sufficient. A certificate of said insurance coverage shall be provided by the Contractor to the agency prior to initiation of services for the Heating Improvement Program.
5. The subcontractor shall carry Manufacturers and Contractors Public Liability Insurance and Pollution Occurrence Insurance, which shall include coverage for acts of independent contractors or subcontractors. Such policy shall include the minimum coverage of \$300,000 for each occurrence of bodily injury and \$300,000 for each occurrence of property damage. The required minimum coverage for subcontractors who perform work on heating systems is \$500,000 for each occurrence of bodily injury and \$500,000 for each occurrence of property damage.
6. Acquire any and all necessary permits and submit a copy to the agency before proceeding with any authorized service. Insure that the completed installation complies with all applicable laws, ordinances, and codes of the local, state and federal governments, and is in compliance with safety standards of local code authorities and/or public utilities.
7. Agree to meet minimum performance standards as outlined in number 3, before requesting payment for a heating system installation. Contractors must test all new heating systems after installation unless the manufacturers' warranty will be voided.
8. Agree to service his/her workmanship and materials free of charge for a period of one (1) year after the installation of such materials (one (1) year parts and labor warranty). Shall follow-up on any complaints associated with Heating System Replacement services provided for the Program within five (5) calendar days except when the complaint is of no-heat, which shall be followed-up within 24 hours of notification.

The contractor hereby certifies that the statements made in these assurances shall be complied with and that the person whose signature appears below is the authorized representative of the Contractor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name & Title of Responsible Officer

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*Signature of Responsible Officer*