

## **Pre-Installation Application**

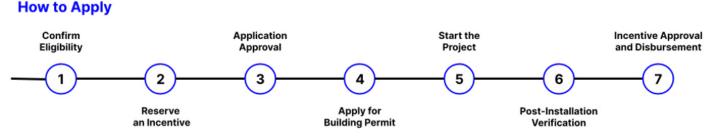
The City of San José is offering incentives to single-family and multifamily households in San José to electrify their homes. **Incentives are limited and will be available on a first-come, first-served basis. Only one incentive per measure per single-family or multifamily unit.** 

The purpose of this Pre-Installation Application (see **Form #1** below) is to define the general Terms and Conditions (see **Form #2** below) for participation in Electric Homes San José.

Electric Homes San José's objectives are to support the adoption of electrification measures (i.e. heat pump heating, ventilation, and air conditioning (HVAC), heat pump water heater, electric/heat pump dryer, and electric/induction stove) in San José. To request Electric Homes San José incentives, contractors or building owners are required to submit this Pre-Installation Application and agree to the Terms and Conditions of participation set forth herein.

NOTE: Due to new funding requirements from the Energy Efficiency and Conservation Block Grant (EECBG) program, the rules of the Davis Bacon Act of 1931 (DBA) apply to both single-family and multifamily projects. Exemptions may apply (see page 2).

#### How Electric Homes San José works:



- 1. Confirm Eligibility: Single- or multifamily building owner submits completed <u>Incentive Eligibility Application</u> form and if installing a heat pump HVAC or heat pump water heater, works with a <u>TECH certified</u> <u>contractor</u>.
- 2. Reserve an Incentive: Contractor or building owner submits completed Pre-Installation Application (this entire packet) to reserve the incentive (upon approval).
- **3. Application Approval:** City of San José approves application, reserves incentive for up to 180 days, and sends email notice.
- 4. Apply for a Building Permit: Contractor or building owner applies for a City of San José building permit by visiting the <u>City of San José Permit Center</u>.
- **5. Start the Project:** Building owner contracts directly with a contractor to complete the project, unless building owner chooses to self-install equipment.
- **6. Post-Installation Verification:** After the project is complete, contractor or building owner submits the <u>Post-Installation Application</u> packet within 180 days of the approved Pre-Installation Application. Failure to submit within 180 days may result in loss of incentive.
- 7. Incentive Approval and Disbursement: The City of San José approves "Post-Installation Application" and sends email notice. Incentive is paid out and mailed within 4-6 weeks of submitting all required documentation.

Email <u>ElectricHomes@sanjoseca.gov</u> your completed Pre-Installation application packet. You will receive an email confirmation within 5 business days about the status of your application, including your incentive expiration date. Visit <u>https://sjenvironment.org/</u> <u>ElectricHomesSJ</u> for a list of Frequently Asked Questions. For all other questions, please contact <u>ElectricHomes@sanjoseca.gov</u>.



## **Pre-Installation Application Checklist**

#### **Confirm Project Eligibility**

Building owner (or contractor on building owner's behalf) has submitted completed <u>Incentive Eligibility Application</u> form Scope of project matches the scope defined in <u>Form #1</u> (Pages 3-9)

Project is located in an existing single-family or multifamily residence in San José (<u>new construction is not eligible</u>) Contractors must be enrolled in the TECH Clean California participating contractor program to ensure incentives are stacked to reduce project costs as much as possible (ONLY REQUIRED FOR PROJECTS INSTALLING HEAT PUMP HVAC AND/OR HEAT PUMP WATER HEATERS)

#### Confirm understanding of prevailing wage projects and exemptions (select all that apply)

Multifamily project (2+ unit) with contractor installing equipment - *prevailing wage applies* (see page 10, item 1) Multifamily project (2+ unit) with building owner self-installing equipment - *prevailing wage* <u>DOES NOT</u> apply Single-family project in any of the following circumstances - *prevailing wage applies:* 

Incentive(s) will be sent directly to contractor Incentive(s) will exceed the cost of the equipment and be used to pay for labor Project building is not owner-occupied and equipment will be installed by a contractor

Single-family project that meets **ALL** of the conditions below - *prevailing wage* **DOES NOT** apply:

Incentive(s) will be sent directly to building owner Incentive(s) will not exceed the cost of the equipment Project building is owner-occupied

Single-family project with building owner self-installing equipment - prevailing wage **DOES NOT** apply

#### Confirm that the project you are applying for meets the following requirements:

All primary measure incentives are replacing existing gas-powered equipment

Project has applied for all eligible local, state, and federal incentives (i.e. TECH, BayREN, IRA, etc.)

Equipment planned for installation meets all requirements for TECH Clean California Incentive Programs (eligible equipment listed here)

If a prevailing wage project, complete <u>Contractor Intake Form</u>. **NOTE:** contractors can visit <u>here</u> to register for a Unique Entity ID. Enter "ElectricHomes@sanjoseca.gov" as the e-mail for Prime Recipient representative

#### Confirm the application packet includes the attached documents:

Completed and signed Form #1 (Pages 3-9) and Form #2 (Pages 10-12)

Proof of enrollment in the TECH Clean California participating contractor program or indication of self-installation

#### (REQUIRED for heat pump HVAC or heat pump water heater installations)

All proposed scope of work for building owners including the following information:

Scope of work details Pre-incentive pricing, noting all incentives (TECH, BayREN, Electric Homes San José, IRA) as line items with their correlating amounts Total Pricing (with incentive accounted for) Manufacturer and model number of installed qualifying equipment Indicate if (a) incentive is passed through at point of sale or (b) will be passed down within 30 days of the incentive being received by the contractor Alternatively, provide scope of work detail if building owner is self-installing equipment

W-9 Form (download here) completed and signed by building owner or contractor

Photos of existing gas-powered equipment to be replaced, including make/model, serial number, and/or equipment info nameplate



## FORM #1: PRE-INSTALLATION APPLICATION PACKET

		Building Ow	ner Inform	nation	
Building Owner Na	ime:				
Last Project Address:		First			M.I.
Street Address				Apartment/Unit #	
<sup>City</sup> Contact Informatic	on:		State	Zip	
Phone Number			Email Address		
		Contracto	r Informat	ion	
Business Name:			License #:		
Contractor Busines	ss Address:				
Street Address				Apartment/Unit #	
City			State	Zip	
Federal Tax ID #:			San José Busir	ess Tax Certificate #:	
Primary Project Co	ontact:				
Last		First			М.І.
Phone Number			Email Address		
Secondary Project	Contact:				
Last		First			M.I.
Phone Number			Email Address		
Languages spoker	n by employees other	than English:			
Spanish	Vietnamese	Other (please list):			



#### Electric Homes San José

(ADU)

## **Project Information**

#### 1. Project Type:

Single-family Home	Accessory Dwelling Unit (ADL
Multifamily (Unitary Systems)	Multifamily (Central System)

### 2. What other EXISTING electric appliances/technologies are ALREADY installed at the project site? Check all that apply:

Solar photovoltaic system	Backup battery system
Electric vehicle and/or charger	Electric clothes dryer
Electric or induction stovetop	Electric or heat pump HVAC
Electric or heat pump water heater	

#### 3. Who will the incentive be sent to? This person or entity must submit a W-9:

**NOTE:** If incentive is sent to contractor, contractor must pay prevailing wage, per DBA

Building owner

Contractor

#### 4. If incentive is being sent to the Contractor, when will the incentive be passed down to the building owner?

Point of Sale

Within 30 days of incentive being received by the contractor

Not applicable - incentive is being sent to the building owner AND/OR building owner is self-installing equipment

#### 5. I have attached the following (all are required):

Completed W-9 Form (download here) for person or entity identified in #3

Photos of existing gas-powered equipment to be replaced, including make/model, serial number, and/or equipment info nameplate

Proof of contractor enrollment in the TECH Clean California participating contractor program - only required for projects installing heat pump HVAC and/or heat pump water heaters NOTE: Not needed if building owner is self-installing equipment

#### 6. I have completed the following (required for prevailing wage projects only):

Completed Contractor Intake Form, linked here



## **Estimate Project Scope of Work**

Heat Pump HVAC:			
Existing HVAC system being	replaced:		
Product Brand		Model	#
Product Type/Fuel Source		Number of Units Replaced	Capacity (Tons or BTU)
Age (Years)	Additional Notes		
New HVAC for Installation:			
Product Brand		Model	#
Product Type		Number of Units Replaced	Capacity (Tons or BTU)
Efficiency (COP)	Additional Notes		
Heat Pump Water Heat	er (HPWH):		
Existing HPWH system bein	g replaced:		
Product Brand		Model	#
Product Type/Fuel Source		Number of Units Replaced	Volume (Gallons)
Age (Years)	Additional Notes		
New HPWH for Installation:			
Product Brand		Model	#
Product Type/Fuel Source		Number of Units Replaced	Volume (Gallons)
Uniform Energy Factor (must be at lea	st 2.87)	Additional Notes	





### Induction/Electric Stove:

#### New Product for Installation:

Product Brand		Model #	
Induction Product Type	Electric	Number of Units Replaced	Circuit Capacity Required (A):
Additional Notes			
Heat Pump/Elect	ric Clothes Dryer:		
New Product for Inst	allation:		

Product Brand			Model #
Heat Pump	Electric		
Product Type		Number of Units Replaced	Circuit Capacity Required (A):

Additional Notes

#### **Secondary and Tertiary Measures:**

Full house LED lighting			
Home battery			
Product Brand			Model #
Capacity (kWh)	Continuous power (kW)		Peak power (kW)
Additional Notes			
EV charger			
Product Brand			Model #
Conneite (A):	Hardwired	Plug-In	
Capacity (A):			

Additional Notes



#### Whole home weatherization

Air sealing (must meet minimum Title-24 requirements) Attic or roof insulation (minimum R-38 rated, GreenGuard certified insulation) Crawl space insulation (minimum R-19 rated, GreenGuard certified insulation) Exterior wall insulation (minimum R-13 rated, GreenGuard certified insulation) Double-pane windows (minimum Title-24 compliant double-pane vinyl framed windows)

Smart thermostats

Product Brand

Model #

Smart building controls

Product Details

Smart panel/load controls

Product Details



## Scope of Work and Cost Data

Fill out the table below with project scope of work **OR** attach detailed invoice per requirements in Pre-Installation Application Checklist on **page 2**. The City of San José reserves the right to publish these costs as a resource for inquiring residents.

MEASURE	SCOPE OF WORK	ESTIMATED COST
Heat Pump HVAC		
Heat Pump Water Heater		
Induction/Electric Stove		
Heat Pump/Electric Clothes Dryer		
Secondary Measures (List)		
Tertiary Measures (List)		
Installation Labor*		
Permit Fee(s)		
Other Incentives (TECH, BayREN, IRA, etc.)		
Other (list)		
·	TOTAL ESTIMATED PROJECT COST (\$):	

**\*NOTE:** If incentives are used to cover labor, prevailing wage requirements will apply

Maximum Electric Homes San José incentive amounts are based on the following eligibility guidelines (see next page)



		Base Incentives <sup>1</sup>	Equity Community Incentives <sup>2</sup>
Primary Measures	Heat Pump HVAC	\$3,000	\$4,500
	Heat Pump Water Heater	\$1,000	\$2,000
	Electric or Induction Cooktop	\$500	\$1,000
	Electric or Heat Pump Dryer	\$500	\$1,000
Secondary Measures	<ul> <li>Whole Home LED Lighting</li> <li>Home Battery</li> <li>EV Charger</li> <li>Whole Home Weatherization</li> </ul>	\$500/measure	\$500/measure
Tertiary Measures	<ul> <li>Smart Thermostats</li> <li>Smart Building Controls</li> <li>Smart Panel/Load Controls</li> </ul>	\$500/measure	\$500/measure

1 Any building owner of a single-family or multifamily building in San José is automatically qualified for the Base Incentive, upon approval of a valid San José building address. Building addresses outside of the City of San José service area/territory are excluded from the incentive.

2 As identified by <u>CALEPA's Disadvantaged Communities Map</u>; OR building owner/tenant enrollment in qualifying public assistance programs (see <u>list</u>); OR deed-restricted affordable housing that offers at least 2/3 of the units (66.67%) to households at or below 80% AMI.

**NOTE:** A home electrification measure includes at least <u>one</u> Primary Measure. You must complete at least <u>one</u> Primary Measure to qualify for any Secondary or Tertiary Measure incentives.

**NOTE:** Limits do apply per single-family home or multifamily unit. EX: one single-family home is eligible for one Heat Pump HVAC incentive, while a multifamily building with four units is eligible for four Heat Pump HVAC incentives. For more information, visit our website at: <u>https://sjenvironment.org/ElectricHomesSJ</u>.

#### **Disclaimer and Signature**

I certify that my answers are true and complete to the best of my knowledge. I understand that the reservation is valid for 180 days from the date of reservation confirmation by the City of San José. I understand the reservation by itself does not guarantee payment under this program. A valid and complete "Post-Installation" packet must be provided to the City of San José before the 180-day reservation expiration to be considered for payment.

#### I consent to the use of electronic signatures for the purpose of this incentive program.

Contractor Signature:

Date:

Building	Owner	Signature:
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# FORM #2: TERMS AND CONDITIONS

Contractors and building owners must meet and agree to the following terms and conditions to be eligible to receive Electric Homes San José incentives:

- 1. In the case of owner-occupied single-family residential projects where incentives are to be paid directly to the building owner and incentives do not exceed the cost of electrification equipment, prevailing wage does not apply. In the case of single-family or multifamily building owners self-installing equipment, prevailing wage does not apply. In the case of single-family residential projects where incentives are to be paid to contractor and/or to pay for labor, single-family residential projects that are not owner-occupied and owner is not self-installing equipment, and most multifamily projects with contractor installation, the project must follow the prevailing wage requirements of the Davis-Bacon Act of 1931, in accordance with the Energy Efficiency and Conservation Block Grant Program requirements. Depending on multifamily project size, exemptions may apply, upon exemption approval. In all cases, the incentive recipient must submit a W-9 at the time of application to receive the incentive.
- 2. New equipment must replace existing gas-powered equipment and be permanently affixed to property (i.e. new electric or heat pump equipment cannot replace existing electric or heat pump equipment).
- 3. Incentives are not to exceed the cost of electrification equipment, including permits, for projects where prevailing wage does NOT apply. For projects where prevailing wage applies, incentives are not to exceed the total project cost, including labor and equipment costs.
- 4. Failure to provide documentation as part of prevailing wage requirements, if applicable, including any and all reporting, is subject to loss of incentive.
- 5. The building must be a single-family or multifamily residential home located within the City of San José. Only one incentive per measure per single-family home or multifamily unit.
- 6. Any equipment installed before April 22nd, 2024 is not eligible for incentives. Equipment purchased (yet not installed) after April 22, 2024 is eligible for incentives. The building owner or contractor must ensure that purchased equipment, with intent to install, meet the TECH requirements listed on page 2 of the Pre-Installation Application. Equipment installation can proceed only after Pre-Installation application approval from Electric Homes San José staff.
- 7. Replacements must be for existing residential properties. New construction is not eligible for this program.
- 8. Any utility, state, or federal efficiency incentives in addition to City of San José incentive must be petitioned for by the contractor and/or building owner and are the responsibility of the contractor and/or building owner.
- 9. The City of San José and the City's contractor(s) are not responsible for any taxes that may be imposed on the contractor and/or building owner as a result of receiving an incentive. Please contact your tax advisor for more information.
- 10. It is the building owner's responsibility to contract with the contractor and to assume responsibility for the work to be performed.
- 11. Eligible building owners, and if applicable, their contractors, must submit completed applications and other required documentation as described elsewhere in this application for all proposed qualifying projects. Electronic signatures will have the same force and effect as original signatures.
- 12. After completing review of the application and determination of eligibility, The City of San José will send an email Notice to Proceed to each qualifying building owner accepted for the program, specifying the estimated incentive amount.
- 13. Building owner understands that the estimated incentive amount identified in Notice to Proceed is only an estimate and may not reflect the actual amount payable to building owner upon completion of a qualifying project.



- 14. All upgrades requiring a building permit from the City of San José's Building Department must be applied for, finalized and signed off.
- 15. The contractor certifies that all installed measures will be completed in a professional manner, consistent with industry standards, TECH installation requirements, and in conformance with all applicable building codes, zoning laws, local, state, and federal requirements.
- 16. The City of San José and the City's contractor(s) are not responsible for the contract that is entered into between building owner and contractor; and the City of San José will not get involved in building owner or contractor disputes.
- 17. The building owner and contractor waives and releases the City of San José and the City's contractor(s) from any and all claims and causes of action arising out of the replacement project.
- 18. The building owner and contractor shall defend, indemnify, protect, and hold harmless the City of San José, its elected and appointed officers and employees, and the City's contractor(s) from and against all claims for damages, liability, cost, and expense arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the building owner.
- 19. There are a limited number of City of San José incentives available on a first-come, first-served basis. The City of San José and the City's contractor(s) do not guarantee that all requests will be fulfilled. The City of San José and the City's contractor(s) reserve the right to modify or discontinue this Program without prior notice for any reason, including but not limited to if such notification or discontinuance is required by the funding agencies.
- 20. The City of San José or the City's contractor(s) will not use the building owner's name or any identifying characteristics of the building owner for advertising, sales promotion or other publicity without prior written approval of the applicant.
- 21. Projects must be completed and Post-Installation Applications must be submitted and approved by the City's contractor(s) within 180 days of the approved Pre-Installation Application. Failure to submit a Post-Installation Application within 180 days may result in loss of incentive. This period can be extended on a case-by-case basis for extreme delays due to PG&E service upgrade requirements, permitting delays and other unforeseen issues. In these cases, extensions require that a contract is in place between the contractor and building owner and must be requested by either the contractor or building owner by emailing ElectricHomes@sanjoseca.gov.
- 22. The City's contractor(s) will review all applications and accompanying documentation for eligibility, completeness, and accuracy. As part of this review, the installation of equipment will be subject to verification and metering by the City's contractor(s) and its representatives. Verification and evaluation (including onsite inspections at building addresses), and metering may be performed on all equipment listed, or a select portion of the equipment. Evaluation activities may include surveys and interviews of subcontractors and building owners/occupants to understand equipment performance and the program experience. Contractors shall be responsible for obtaining necessary participating building owner consent to such inspections and evaluations.



### **PROGRAM DISCLAIMER**

- 1. I UNCONDITIONALLY AGREE TO WAIVE, RELEASE, AND DISCHARGE the City of San José, including but not limited to its officers, agents, employees and Program Partners, from any and all claims and causes of action, whether in law or equity, that I, my agents, employees, assigns, heirs, next of kin, or successors in interest may have for ANY LIABILITY, LOSS, DAMAGE, or INJURY, whether known or unknown, including liability for personal injury, death, dismemberment, damage to property, or theft, arising out of, related to, or in connection with the Electric Homes San José incentive program, including whether or not caused or claimed to be caused by the active or passive negligent acts or omissions of the City.
- 2. I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the City of San José, including but not limited to its officials, agents, employees and Program Partners from and against any and all liability, whether known or unknown, including but not limited to claims asserted, damages, demands, causes of action, costs, expenses, losses, attorney fees, injuries, or payments for injury to any person or property, including injury to myself or others claimed to be caused by the acts or omissions of myself or in any way connected with the Electric Homes San José incentive program. Also covered is liability arising from, connected with, caused by, or claimed to be caused by, the active or passive negligent acts or omissions of the City that may be in combination with the active or passive negligent acts or omissions of myself, my agents, or any third party.
- **3. I AGREE AND EXPRESSLY ACKNOWLEDGE** that the foregoing Waiver, Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion of this Agreement is held invalid, that the balance shall continue in full force and effect; I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE that the City is relying on my representation that I have the authorization to sign this document; and I CERTIFY that I have read this agreement, understand its contents, voluntarily sign this Waiver, Release, and Indemnity Agreement; and further agree that no oral representations, statements, or inducements apart from this written Agreement have been relied upon.
- 4. I UNDERSTAND that data collected from this program will be public information, but my personal information will remain private to the extent permitted by law. Personal information will not be used for any purpose other than for the incentive program. In addition, I consent to my personal information being shared with the City's Clean Energy Department, other City Departments, or the City's contractor(s) for the purpose of the City's future electrification programs. Data will be handled in accordance with the linked <u>E-Government Policy</u>. I UNDERSTAND that the City may photograph or videotape, or use the photographs or videos submitted for the incentive program for any purpose including future City projects. I give my permission for the City to use photographs or videotape for the purpose of promoting the City and its services/programs with the understanding that no compensation of any kind will be paid to me for the use of the photographs. I also understand the City may alter the images at its sole discretion, and further give my permission for the City to use and publish the images, whether or not they are altered.

5.	I, (Building Owner), HEREBY AUTHORIZE any utility, including San
	José Clean Energy, financial institution, or other holder of my financial or energy records to release my information to
	the City of San José and the City's contractor(s) for consideration for my participation in the Electric Homes San José
	Incentives Program. This authorization is effective immediately and expires 180 days after the date of my signature
	below. I understand that I may withdraw this authorization at any time.

Contractor Signature:

Date:

Building Owner Signature: