Exhibit A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1	N/A	Administration
2.1	x	Draft Implementation Plan
2.2	x	Monitor Implementation
2.3		Identify and Select Properties
2.4		Conduct Audits and Needs Assessments and Establish Scopes of Work
2.5		Assemble Funding Packages
2.6		Close Financing
2.7		Implement Retrofit Measures
2.8		Verify Installation of Measures
2.9		Perform Maintenance Staff and Tenant Education
2.10		Monitor Performance
N-1	N/A	Technology Transfer Activities
N	N/A	Production Readiness Plan

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Daniel Adams	Low Income Investment Fund	City of Oakland
1	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.1	Daniel Adams	Low Income Investment Fund	City of Oakland
2.1	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.2	Daniel Adams	Low Income Investment Fund	City of Oakland
2.2	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.3	Daniel Adams	Low Income Investment Fund	City of Oakland
2.3	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.4		Low Income Investment Fund	
2.4		Enterprise Community Partners	
2.5	Daniel Adams	Low Income Investment Fund	City of Oakland
2.5	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.6	Daniel Adams	Low Income Investment Fund	City of Oakland
2.6	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.7	Daniel Adams	Low Income Investment Fund	City of Oakland
2.7	Lydia Ely	Enterprise Community Partners	City of Berkeley
		Housing Development Corporations	
2.8	Daniel Adams	Low Income Investment Fund	City of Oakland
2.8	Lydia Ely	Enterprise Community Partners	City of Berkeley
2.9		Low Income Investment Fund	
2.9		Enterprise Community Partners	

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
2.10	Daniel Adams	Low Income Investment Fund	City of Oakland
2.10	Lydia Ely	Enterprise Community Partners	City of Berkeley

ACRONYMS

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym	Definition
Agreement	Contract No: 400-09-019 between California Energy Commission and San Francisco Mayor's Office of Housing
AMRI	Affordable Multifamily Retrofit Initiative
ARRA	American Recovery and Reinvestment Act
CEQA	California Environmental Quality Act
CDBG	Community Development Block Grant
CPR	Critical Project Review
Energy Upgrade California	The Energy Commission's Statewide branding effort.
Enterprise	Enterprise Community Partners, a subcontractor
HDCs	Housing Development Corporations
HERS	Home Energy Rating System
LIIF	Low Income Investment Fund, a subcontractor
MOH	San Francisco Mayor's Office of Housing
MOU	Memorandum of Understanding
PAC	Project Advisory Committee
PG&E	Pacific Gas and Electric
Regional partners	City of Oakland ,City of Berkeley and others to be determined
Subcontractors	Enterprise Community Partners and Low Income Investment Fund
UCC.1	Uniform Commercial Code (Financing Statement)
WAP	Weatherization Assistance Program

DEFINITIONS

The following definitions apply throughout this Agreement:

"Contractor" means the entity that receives funding directly from the Energy Commission under this Agreement. The Contractor is defined as a "subrecipient" under Federal law (see Office of Management and Budget (OMB) Circular A-133, Subpart A, Section .105 and Subpart B, Section .210).

"Subaward" means an award made by the Contractor to a subawardee or vendor.

"Subawardee" means any entity other than a vendor that receives funding from the Contractor to carry out or support any portion of this Agreement.

"Subcontractor" means a subawardee or vendor.

"Vendor" means any entity defined as such by OMB Circular A-133 (see Subpart A, Section .105 and Subpart B, Section .210).

Problem Statement

Meeting the long term physical and financial needs of the affordable housing sector's aging portfolio of buildings is a daunting task and requires particular expertise and resources due to the complicated financing involved in these projects, and the way in which the rents are regulated to ensure long term affordability. Multiple layers of existing financing securing these properties make it very difficult (if not impossible) to secure an energy efficiency improvement loan with the real estate in a senior position, such as would be required through tax-lien, municipal financing programs. Additionally, affordable housing properties operate on very thin margins, with tight cash flow, and owners are understandably reluctant to undertake whole-building energy efficiency upgrades unless funding is provided with very favorable terms and the process is streamlined. Furthermore, non-profit affordable housing providers often lack the financial or technical resources to engage in a whole-building review of energy and water use, and are thus challenged to direct limited funds to improvement measures with the greatest impact. Finally, the amount of loan serviceable with energy savings, in most instances, will not be sufficient to cover the full cost of the improvements. Additional resources, such as utility rebates, Weatherization Assistance Program funds, and owner reserves, will most often be required to ensure a whole-building approach to the retrofit work.

Though the challenges are significant, so too is the need. Much of the region's affordable housing is provided in older structures, many of which suffer from a host of energy efficiency problems such as leaky, single-glazed windows, old boilers, and inefficient heat and hot water distribution systems, and poor lighting controls. Such inefficiencies lead to high utility costs that compromise the property's operations and cash flow. To measure the extent of the need, the Initiative has conducted an Energy Retrofit Demand and Sensitivity Analysis using data collected by the San Francisco Mayor's Office of Housing. The analysis shows that 25% of San Francisco's affordable housing portfolio, nearly 7,000 units, suffers from per-unit utility costs that are significantly above average. At a regional level, the need, and the opportunity is great.

Goals and Objectives of the Agreement

The goal of this Agreement is to increase energy efficiency and preserve affordability for thousands of units of multifamily housing serving low-income tenants throughout the Bay Area.

The objectives of this Agreement are to:

- provide technical support to affordable housing owners to assess building energy needs and deficiencies;
- assemble financing that can address those needs, increase energy efficiency, improve resident comfort and lower utility costs
- take advantage of available subsidies and rebates
- create a revolving loan fund that will provide capital for energy and water improvements with verifiable near and mid-term payback periods

TASK 1.0 ADMINISTRATION

MEETINGS

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a "kick-off" meeting with the Commission Contract Manager, the Contracts Officer, and a representative of the Accounting Office. The Contractor shall bring their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the Commission Contract Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Contract Manager will provide an agenda to all potential meeting participants.

  The administrative portion of the meeting shall include, but not be limited to, a discussion of thefollowing:
  - Terms and conditions of the Agreement
  - CPRs (Task 1.2) including a meeting and reports schedule with related expected deliverables
  - Leverage fund documentation (Task 1.7)
  - Permit documentation (Task 1.8)
  - Training on ARRA SEP reporting requirements
  - Compliance with the Davis-Bacon Act
  - Compliance with the National Historic Preservation Act requirements
  - Waste Management Plan requirements
  - Coordination with the Energy Commission's Statewide ARRA branding effort – Energy Upgrade California

  The technical portion of the meeting shall include, but not be limited to, the following:
  - The Commission Contract Manager's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Schedule of Deliverables
  - An updated Gantt Chart
  - Progress Reports (Task 1.4)
  - Technical Deliverables (Task 1.5)
  - Final Report (Task 1.6)

  The Commission Contract Manager shall designate the date and location of this meeting.

Contractor Deliverables:

- An Updated Schedule of Deliverables
- An Updated Gantt Chart
- An Updated List of Leverage Funds
- An Updated List of Permits

Commission Contract Manager Deliverables:

- Final Report Instructions
- Commission Contract Manager Approval of Contractor Deliverables

Task 1.2 CPR Meetings

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, deliverables, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Contractor. CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Contract Manager and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the Commission Contract Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

Participants include the Commission Contract Manager and the Contractor, and may include the Commission Contracts Officer, other Energy Commission staff and Management as well as other individuals selected by the Commission Contract Manager to provide support to the Energy Commission.

The Commission Contract Manager shall:

- Determine the location, date and time of each CPR meeting with the Contractor. These meetings generally take place at the Energy Commission, but they may take place at another location.

- Send the Contractor the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both leverage funding and permits.

- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not to modify the tasks, schedule, deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the Commission Contract Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Energy Commission's ARRA Committee for its concurrence.

- Provide the Contractor with a written determination in accordance with the schedule. The written response may include a requirement for the Contractor to revise one or more deliverable(s) that were included in the CPR. The written determination may also include the Energy Commission decision on the amount of ARRA SEP funds to encumber into the Agreement.

The Contractor shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other deliverables identified in this Scope of Work. Submit these documents to the Commission Contract Manager and any other designated reviewers at least 5 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Contractor Deliverables:
- CPR Report(s)
- CPR deliverables identified in the Scope of Work

Commission Contract Manager Deliverables:
- Agenda and a List of Expected Participants
- Schedule for Written Determination
- Written Determination

Task 1.3 Final Meeting
The goal of this task is to identify the required activities necessary to closeout this Agreement.

The Contractor shall:

- Meet with the Energy Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

  This meeting will be attended by, at a minimum, the Contractor, the Commission Contracts Officer, and the Commission Contract Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Contract Manager.

  The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The Commission Contract Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Contract Manager and the Contracts Officer about the following Agreement closeout items:

- What to do with any state-owned equipment (Options)
- Need to file UCC.1 form re: Energy Commission's interest in patented technology
- Energy Commission's request for specific "generated" data (not already provided in Agreement deliverables)
- Need to document Contractor's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions, such as record keeping and inspection of records, repayment provisions and confidential deliverables
- Final invoicing and release of retention

- Prepare a schedule for completing the closeout activities for this Agreement. These activities shall include, but not limited to:
  - Communicate exit management procedures and schedule to appropriate Project team members and partners.
  - Complete all retrofits and post-installation audits.
  - Pay all remaining incentives due.
  - Close all open issues.
  - Organize and check all Project documentation.
  - Aggregate documentation, prepare and deliver final report.
  - Close out Project accounting and reporting.
  - Submit final invoice to the Energy Commission.

Contractor Deliverables:

- Written documentation of meeting agreements and all pertinent information
- Schedule for completing closeout activities

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

REPORTING

See Exhibit D, Reports/Deliverables/Records.

Task 1.4 Monthly Progress Reports
The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the research objectives of this Agreement.

The Contractor shall:

- Prepare the progress report format for the Commission Contract Manager's approval
- Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Contract Manager within 10 working days after the end of the reporting period.

Contractor Deliverables:
- Monthly Progress Reports

Commission Contract Manager Deliverables:
- Progress report format for the Commission Contract Manager's approval
- Commission Contract Manager Approval of Contractor Deliverables

Task 1.5 Test Plans, Technical Reports and Interim Deliverables
The goal of this task is to set forth the general requirements for submitting test plans, technical reports and other interim deliverables, unless described differently in the Technical Tasks.

The Contractor shall:

- Submit a draft of each deliverable listed in the Technical Tasks to the Commission Contract Manager for review and comment in accordance with the approved Schedule of Deliverables. The Commission Contract Manager will provide written comments back to the Contractor on the draft deliverable within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final deliverable within 5 working days of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

Task 1.6 Final Report
The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Contract Manager will review and approve the

Final Report. The Final Report must be completed on or before the termination date of the Agreement.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.6.1 Final Report Outline

The Contractor shall:

- Prepare a draft outline of the Final Report.

- Submit the draft outline of Final Report to the Commission Contract Manager for review and approval. The Commission Contract Manager will provide written comments back to the Contractor on the draft outline within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final outline within 5 working days of receipt.

Contractor Deliverables:
- Draft Outline of the Final Report
- Final Outline of the Final Report

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

Task 1.6.2 Final Report

The Contractor shall:

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.

- Submit the draft Final Report to the Commission Contract Manager for review and comment. The Commission Contract Manager will provide written comments within 10 working days of receipt.

- Submit one bound copy of the Final Report with the final invoice.

Contractor Deliverables:
- Draft Final Report
- Final Report

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

LEVERAGE FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT

Task 1.7 Identify and Obtain Leverage Funds

The goal of this task is to ensure that the leverage funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document leverage fund commitments are not reimbursable through this Agreement. While the budget for this task will be zero dollars, the Contractor may utilize leverage funds for this task. Leverage funds shall be spent concurrently or in advance of ARRA SEP funds during the term of this Agreement. Leverage funds must be identified in writing, and the associated commitments obtained before the Contractor can incur any costs for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the leverage funding committed to this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:

  1. If no leverage funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.

  2. If leverage funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:

     - A list of the leverage funds that identifies the:
       - Amount of each cash leverage fund, its source, including a contact name, address and telephone number and the task(s) to which the leverage funds will be applied.

       - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the leverage funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

     - A copy of the letter of commitment from an authorized representative of each source of cash leverage funding or in-kind contributions that these funds or contributions have been secured.

- Discuss leverage funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If applicable, leverage funds will be included as a line item in the progress reports and will be a topic at CPR meetings.

- Provide the appropriate information to the Commission Contract Manager if during the course of the Agreement additional leverage funds are received.

- Notify the Commission Contract Manager within 10 working days if during the course of the Agreement existing leverage funds are reduced. Reduction in leverage funds may trigger an additional CPR.

Contractor Deliverables:
- A letter regarding Leverage Funds or stating that no Leverage Funds are provided
- Letter(s) for New Leverage Funds
- A copy of each Leverage Fund Memorandums of Understanding signed by all parties, and/or City Council or Board of Supervisors resolutions, and/or Departmental budget documents indicating leveraged funds have been committed and are available to support the Program
- Letter that Leverage Funds were Reduced (if applicable)

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

Task 1.8 Identify and Obtain Required Permits
The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the budget for this task will be zero dollars, the Contractor shall show any leverage funds used for this task. Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:

    1. If there are no permits required at the start of this Agreement, then state such in the letter.

    2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
- Schedule the Contractor will follow in applying for and obtaining these permits.

- The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Contract Manager.

- As permits are obtained (including air quality), send a copy of each approved permit to the Commission Contract Manager.

- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Contract Manager within 5 working days. Either of these events may trigger an additional CPR.

Contractor Deliverables:
- A letter documenting the Permits or stating that no Permits are required
- Updated list of Permits as they change during the Term of the Agreement
- Updated schedule for acquiring Permits as it changes during the Term of the Agreement
- A copy of each approved Permit (including air quality)

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

Task 1.9 Electronic File Format
The goal of this task is to unify the formats of electronic data and documents provided to the Energy Commission as contract deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software deliverables.

The Contractor shall:

- Deliver documents to the Commission Contract Manager in the following formats:
    - Data sets shall be in Microsoft (MS) Access MS Excel file, or Comma Separated Value (CSV) format.
    - PC-based text documents shall be in MS Word file format.

    - Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
    - Project management documents shall be in MS Project file format.
- Websites shall be developed using HTML 4.0 and CSS 3.0, and will meet WCAG (Web Content Accessibility Guidelines), Version 2, Level A.
- Request exemptions to the electronic file format in writing at least 90 days before the deliverable is submitted.

Contractor Deliverables:
- A letter requesting exemption from the Electronic File Format (if applicable)

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

FEDERAL REQUIREMENTS

Task 1.10 Prevailing Wage Determinations and Weekly Certified Payrolls
(applicable only if the Contractor or subcontractors will perform installation work)
The goal of this task is to ensure that the Contractor and subcontractors pay prevailing wage rates and submit weekly certified payrolls for all workers that perform labor and mechanic work to achieve the goals and objectives of this Agreement. This requirement applies to subcontracts paid for entirely with cost share funds.

The Contractor shall:
- Submit to the CCM a copy of applicable wage determinations for any and all labor and mechanic work that will be performed to achieve the goals and objectives of this Agreement (including any subcontract) within thirty (30) days of execution of this Agreement. If subcontractors will perform labor and mechanic work, the Contractor must submit a copy of applicable wage determinations to the CCM within thirty (30) days of execution of the subcontracts.
- Submit to the Energy Commission on a weekly basis a copy of all certified payrolls by the Contractor and subcontractors of any tier performing labor and mechanic work to achieve the objectives of this Agreement. Exhibit E, Section 2.M of this Agreement (Davis-Bacon Act and Contract Work Hours and Safety Standards Act) provides the required specifications for certified payrolls.

Deliverables:
- Copies of Applicable Wage Determinations
- Weekly Certified Payrolls

Task 1.11 Historic Preservation Consultation
The goal of this task is to ensure that the Contractor complies with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to expenditure of SEP funds under this Agreement to alter any structure or site. The Energy Commission has executed a Programmatic Agreement with the California State Historic Preservation Officer (SHPO) to streamline the Section 106 consultation process. Under the

Programmatic Agreement, the Energy Commission will evaluate projects to determine whether they are categorically excluded from the SHPO's direct review and consultation.

The Contractor shall:

- Consult with the Energy Commission (and with the SHPO and the Tribal Historic Preservation Officer, if applicable) to ensure that the proposed project(s) will have no adverse effects on historic resources.
- Prepare a Consultation Package as specified by the Energy Commission no later than thirty (30) days after the execution of this Agreement or the identification of the project structure(s) or site(s) to be retrofitted under the Agreement, whichever is later. The Energy Commission may specify an earlier time for submittal of the Consultation Package if retrofit work is expected to begin within less than thirty (30) days of project identification.

Deliverables:

- Consultation Package

Task 1.12 Waste Management Plan

The goal of this task is to ensure that the Contractor submits a Waste Management Plan to the CCM prior to expenditure of SEP funds under this Agreement on proposed project activities that may generate any sanitary or hazardous waste. The Waste Management Plan must describe the Contractor's plan to dispose of any sanitary or hazardous waste generated by any proposed project activities. Sanitary and hazardous waste includes, but is not limited to: construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Waste Management Plan must also describe the categories and estimated volumes of waste that the Contractor anticipates will be generated by any proposed project activities, and the disposal path for each category of waste.

The plan must comply with all federal, state, and local laws and regulations governing waste disposal.

The Contractor shall:

- Submit to the CCM a Waste Management Plan for each project no later than thirty (30) days after the execution of the Agreement or the identification of any projects that may generate waste, whichever is later. The Energy Commission may specify an earlier time for submittal of the Waste Management Plan if retrofit work is expected to begin within less than thirty (30) days of project identification.

Deliverables:

Waste Management Plan

TECHNICAL TASKS

Unless otherwise provided in the individual Task, the Contractor shall prepare all deliverables in accordance with the requirements in Task 1.5.

Task 2 Program Delivery

Subtask 2.1 Develop Implementation Plan

The goal of this subtask is to establish roles/responsibilities of parties (including MOUs with partnering jurisdictions), deliverables, timelines, milestones, and contingencies.

The Contractor and Subcontractors shall:

- Establish an Implementation Plan that will include, but may not be limited to, the following components: a) clarifying objectives, b) assigning tasks and subtasks with resources and deadlines for reaching goals and milestones, c) an expected expenditure schedule by program components, d) estimated deployment schedule of completed capital needs assessments, energy audits, scopes of work and retrofits (assembled funding packages, financings closed, retrofit measures implemented, installation verifications, maintenance staff and tenant education, and performance monitoring), e) risk assessments for each of the program components and for the deployment schedule, f) strategies for addressing assessed risks, g) initial multifamily residential energy audit and review policies, procedures and techniques in collaboration with partners to extend HERS II to multifamily residential developments, h) an energy audit methodology for proposed nonresidential building sites and multi-family building sites outside the scope of HERS II to be used by the Contractor to meet the 10% energy improvement requirement prior to financing renewable projects, and i) methods the program will employ to move energy efficiency retrofit efforts beyond common space areas to include tenant spaces
- Establish the policies, procedures and responsibilities to assure program quality through the development of a Quality Assurance Plan, that includes but may not be limited to: A) confirming documentation for any HERS field verifications and other requirements for compliance with Title 24, Part 6; B) verification that contractors and sub-contractors are working within the scope of their licenses; C) proof of appropriate permits were pulled; and D) track pre- and post- retrofit audit results and energy use
- Develop agreements with partners
- Develop standard loan agreement language for program participants
- Establish the green retrofit loan fund
- procedures that will be implemented to ensure compliance with the various Federal requirements, including the Davis Bacon Act requirements, the National Historic Preservation Act requirements, the Waste Management Plan requirements.

Contractor Deliverables:

- Draft Implementation Plan
- Final Implementation Plan
- Draft Quality Assurance Plan

- Final Quality Assurance Plan
- Memorandums of Understanding with partnering agencies and jurisdictions and their programs, including but not limited to the City of Berkeley (First Source Hiring, Weatherization Assistance Program, HOME, CDBG, Lead Abatement), City of Oakland (First Source Hiring, HOME, CDBG, Weatherization Assistance Program, Lead Abatement); and to the extent feasible and practical, with the San Francisco Department of the Environment, San Francisco Office of Economic and Workforce Development, San Francisco Public Utilities Commission, and Energy Watch
- Final loan agreement language for program participants
- Collaborate with utilities and local housing authorities on developing utility allowance solutions that address the split incentive issue for applicable program participants
- Green retrofit loan fund governance structure documentation

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.2 Monitor Implementation
The goal of this subtask is to provide all required reports, invoices, and data on a monthly basis.

The Contractor and Subcontractors shall:
- Monitor future program performance against goals in the Implementation Plan

Contractor Deliverables:
- Monthly Progress Reports
- Monthly Invoicing
- Critical Program Review Documentation
- Final Report

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.3 Identify and Select Properties
The goal of this subtask is to identify “shovel-ready” projects that can take immediate benefit from the proposed program.

The Contractor and Subcontractors shall:
- Mobilize existing networks of funders, affordable housing developers, and community development corporations in order to recruit participants
- Work with local partnering jurisdictions to identify properties with an acute need for energy efficiency upgrades as manifested by higher-than-average utility costs
- Target buildings most in need of Tier Three comprehensive improvements

Contractor Deliverables:

- Participation commitment by affordable housing provider
- Initial Diagnostic Review completed for participating properties

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.4 Conduct Audits and Needs Assessments and Establish Scopes of Work

The goal of this subtask is to target deep retrofit measures commensurate with Tier Three. The program will use certified HERS II raters to conduct energy audits (using software appropriate to the funding programs for a given project), once such trained professionals become available. HERS II raters will conduct audits in accordance with energy audit and review policies, procedures and techniques developed for low- and high-rise multifamily residential developments. Prior to that, energy audits will be conducted by third party energy consultants from a contractor-derived approved list.

The Contractor and Subcontractors shall:

- Develop multifamily residential energy audit and review policies, procedures and techniques in collaboration with partners to extend HERS II to multifamily residential developments
- Develop a pre-HERS II list of approved energy consultant contractors
- Identify the task 2.3 identified properties' existing condition
- Analyze energy use, engaging a third party contractor to prepare the investment-grade audit
- Select a package of physical improvement that will result in the highest level of energy efficiency
- Monetize both the cost of improvements and the savings to be achieved
- Deliver draft report to building owner
- Issue final report
- Cost out full retrofit package, resulting in a scope of work to be bid out to contractors

Contractor Deliverables:

- Multifamily residential energy audit and review policies, procedures and techniques
- List of pre-HERS II energy consultant contractors and their credentials
- Energy Audit and Capital Needs Assessment for each Initiative property
- Scope of Work for energy and water conservation measures for each Initiative property

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.5 Assemble Funding Packages

The goal of this subtask is to identify funding sources and obtain funding commitments for all loans and subsidies.

The Contractor and Subcontractors shall:

- Underwrite a retrofit loan in accordance with what the energy audit indicates the owner can afford based on projected savings and consistent with the Initiative's underwriting criteria
- Identify which measures can be covered by Weatherization Assistance Program (WAP) and other leveraged local funds
- Apply for WAP and other leveraged local funds and garner commitment
- Work with PG&E to identify program incentives, rebates and/or products and services that can be accessed for the project

Contractor Deliverables:

- Funding commitments from all the sources needed to fully fund the retrofit project on a project by project basis

Subtask 2.6 Close Financing

The goal of this subtask is to make funds available to pay for project costs.

The Contractor and Subcontractors shall:

- Conduct due diligence, preparation of loan documents, and legal reviews
- Execute documents (once the parties are in full agreement)

Contractor Deliverables:

- Executed loan documents

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.7 Implement Retrofit Measures

The goal of this subtask is to make energy and water efficiency improvements.

Contractor ensures HDCs and local jurisdictions shall:

- Identify workforce needs and link workers from job training and workforce development programs with projects.
- Select licensed contractors
- When appropriate, pull permits from the local jurisdiction
- Commence construction
- Compliance with hiring and wage requirements will be conducted by local jurisdictions.

Contractor Deliverables:

- Completed retrofits of 1,300 energy efficiency affordable units (600 units by June 30, 2011) which will achieve an average of 25% energy use reduction over existing conditions by end of contract
- Workforce of approximately 162 individuals (60 individuals by June 30, 2011) who have been trained and are experienced in energy retrofitting construction by end of contract

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.8 Verify Installation of Measures

The goal of this subtask is to verify that measures are installed correctly.

Subcontractors shall:

- Engage a construction manager who will verify the installations for retrofits completed prior to the availability of HERS II raters
- Engage HERS II raters to verify installations and compliance with Title 24, Part 6

Local jurisdictions shall:

- Conduct construction and quality assurance monitoring for leveraged programs including: WAP, Energy Watch utility incentives, Lead Abatement programs, and local housing funds (CDBG, HOME)

Contractor Deliverables:

- A written report confirming the proper installation and performance of all energy efficiency measures for each Initiative project

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.9 Perform Maintenance Staff and Tenant Education

The goal of this subtask is to preserve the value of the energy efficiency improvements though appropriate operations.

Subcontractors shall:

- Engage a construction manager who will perform the training of maintenance staff, and a third party to conduct tenant education

Contractor Deliverables:

- Property management staff trainings on measures installed
- Tenant trainings on energy use behavior

Commission Contract Manager Deliverables:

- Commission Contract Manager Approval of Contractor Deliverables

Subtask 2.10 Monitor Performance and Assure Sustainability
The goal of this subtask is to monitor the energy and financial performance of participating projects.

HDCs shall:
- Participate in monitoring systems including Portfolio Manager and PGE's Automated Benchmarking Service to track electric and gas use

Contractor and Subcontractors shall:
- Review properties' financial audits, including information on operations and utility costs
- Facilitate and cooperate with DOE and Energy Commission Audits
- Develop database containing estimated and actual energy savings
- Develop a final fund sustainability plan for the continued implementation of the revolving green retrofit loan fund and the Affordable Multifamily Retrofit Initiative
- Make additional loans from repaid principal of initial investment capital funded by this contracted

Contractor Deliverables:
- Summary energy use report for each property
- Final fund sustainability plan for the green retrofit loan fund and the Affordable Multifamily Retrofit Initiative
- Annual report aggregating overall Initiative data

Commission Contract Manager Deliverables:
- Commission Contract Manager Approval of Contractor Deliverables