



STATE OF CALIFORNIA

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement # 400-21-004 (to be completed by CGL office)

| B) Division | Agreement Manager: | MS- | Phone |
|-------------------------|--------------------|-----|--------------|
| 400 Efficiency Division | Elizabeth Thomsen | | 916-891-9048 |

| C) Contractor's Legal Name | Federal ID # |
|----------------------------|--------------|
| NORESCO, LLC | 90-0453168 |

| D) Title of Project |
|---|
| Energy Code Research and Analysis Support and Development |

E) Term and Amount

| Start Date | End Date | Amount |
|----------------|----------------|--------------|
| 06 / 01 / 2022 | 05 / 31 / 2025 | \$ 7,500,000 |

F) Business Meeting Information

- ☐ Operational agreement (see CAM Manual for list) to be approved by Executive Director
☐ ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 05 / 11 / 2022 ☐ Consent ☒ Discussion

Business Meeting Presenter Elizabeth Thomsen Time Needed: 5 minutes

Please select one list serve. 1-Building Energy Efficiency Standards; 2-Efficiency Topics;
 3-RFPs, Solicitations, Contracts, Funding Announcements

Agenda Item Subject and Description:

Proposed resolution approving Agreement 400-21-004 with NORESKO, LLC for a \$7,500,000 contract to lead a team of professional architectural and engineering consultants to provide technical support for developing, updating, and maintaining the California Energy Code for nonresidential, single family residential, and multifamily buildings. (ERPA and COIA funding)
 Contact: Elizabeth Thomsen (Staff presentation 5 minutes)

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

☐ Yes (skip to question 2) ☒ No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because its purpose is to obtain the professional architectural and engineering consulting services required to provide technical support for developing, updating, and maintaining the California Energy Code.

2. If Agreement is considered a "Project" under CEQA:

- a) ☐ Agreement **IS** exempt.
☐ Statutory Exemption. List PRC and/or CCR section number:
☐ Categorical Exemption. List CCR section number:



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☐ Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

b) ☐ Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

☐ Initial Study

☐ Negative Declaration

☐ Mitigated Negative Declaration

☐ Environmental Impact Report

☐ Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

| Legal Company Name: | Budget |
|---------------------|---------|
| See attached | \$ 0.00 |

I) List all key partners: (attach additional sheets as necessary)

| Legal Company Name: |
|---------------------|
| None |

J) Budget Information

| Funding Source | Funding Year of Appropriation | Budget List Number | Amount |
|----------------|-------------------------------|--------------------|-------------------------|
| COIA / ERPA | FY 2021-22 | 370.400 / 400.001 | \$500,000 / \$2,000,000 |
| COIA / ERPA | FY 2022-23 | 370.400 / 400.001 | \$500,000 / \$2,000,000 |
| COIA / ERPA | FY 2023-24 | 370.400 / 400.001 | \$500,000 / \$2,000,000 |

R&D Program Area: N/A

TOTAL: \$7,500,000

Explanation for "Other" selection N/A

Reimbursement Contract #: N/A

Federal Agreement #: N/A

K) Contractor's Contact Information

1. Contractor's Administrator/Officer

Name: Troy Walters

Address: 510 Thornall Street, Suite 170

City, State, Zip: Edison, NJ 08837

Phone: (732) 590-1868

E-Mail: twalters@noresco.com

2. Contractor's Project Manager

Name: Rahul Athalye

Address: 1111 Broadway, Suite 300

City, State, Zip: Oakland, CA 94607

Phone: (415) 652-8929

E-Mail: rathalye@noresco.com

**CONTRACT REQUEST FORM (CRF)****L) Selection Process Used**

- ☒ Solicitation RFQ Solicitation #: RFQ-21-401 # of Bids: 1 Low Bid ☒ No ☐ Yes
☐ Non Competitive Bid (Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>)
☐ Exempt N/A

M) Contractor Entity Type

- ☒ Private Company (including non-profits)
☐ CA State Agency (including UC and CSU)
☐ Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?

If yes, check appropriate box(es): ☐ SB ☐ MB ☐ DVBE

O) Civil Service Considerations

- ☐ Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
☐ Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
☒ The Services Contracted:
☒ are not available within civil service
☒ cannot be performed satisfactorily by civil service employees
☒ are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
☒ The Services are of such an:
☐ urgent
☐ temporary, or
☒ occasional nature
that the delay to implement under civil service would frustrate their very purpose.

Justification:

This architectural and engineering professional services technical support contract will provide access to building energy experts not available within State service. Additionally, some tasks are of a short-term and occasional nature. The Contractor will work under the direction of the Energy Commission to complete Energy Code Research and Analysis Support and Development.

P) Payment Method

1. ☒ Reimbursement in arrears based on:
☒ Itemized Monthly ☐ Itemized Quarterly ☐ Flat Rate ☐ One-time
2. ☐ Advanced Payment
3. ☐ Other, explain:

Q) Retention

- Is Agreement subject to retention? ☐ No ☒ Yes
If Yes, Will retention be released prior to Agreement termination? ☐ No ☒ Yes

**CONTRACT REQUEST FORM (CRF)****R) Justification of Rates**

Rates were negotiated under the RFQ process based on a salary survey of comparable entities for like work.

S) Disabled Veteran Business Enterprise Program (DVBE)

1. ☐ Exempt (Interagency/Other Government Entity)
2. ☒ Meets DVBE Requirements DVBE Amount:\$ 0 DVBE %:3%
 - a. ☐ Contractor is Certified DVBE
 - b. ☒ Contractor is Subcontracting with a DVBE: DH Green Energy, Inc.; DHS Associates; and Hicks Consulting Group, Inc.
3. ☐ Contractor selected through CMAS or MSA with no DVBE participation
4. ☐ Requesting DVBE Exemption (attach CEC 95)

T) Miscellaneous Agreement Information

1. Will there be Work Authorizations? ☐ No ☒ Yes
 2. Is the Contractor providing confidential information? ☒ No ☐ Yes
 3. Is the contractor going to purchase equipment? ☒ No ☐ Yes
 4. Check frequency of progress reports
☒ Monthly ☐ Quarterly ☐ Other
 5. Will a final report be required? ☐ No ☒ Yes
 6. Is the Agreement, with amendments, longer than three years? ☒ No ☐ Yes
- If yes, why?

U) The following items should be attached to this CRF (as applicable)

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 3. DGS-GSPD-09-007, NCB Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 4. CEC 95, DVBE Exemption Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 5. CEQA Documentation | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 6. Resumes | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 7. CEC 105, Questionnaire for Identifying Conflicts | | <input checked="" type="checkbox"/> Attached |

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

Agreement #: 400-21-004

Contractor's Name: NORESCO, LLC

Subcontractors:

- Big Ladder Software, LLC
- Bruce A. Wilcox, P.E. Inc.
- CalCERTS, Inc.
- Charles S. Barnaby
- DH Green Energy, Inc.
- Donald J. Shannon II, dba DHS Associates
- Ecotope, Inc.
- Energy and Environmental Economics, Inc. (E3)
- Michael S. MacFarland, dba Energy Docs Home Performance Contractor
- Cohen Ventures, Inc., dba Energy Solutions
- Frank A. Bergamaschi, Architect
- Frontier Energy, Inc.
- Gabel Energy, LLC, dba Gabel Energy
- Glumac
- Hicks Consulting Group, Inc., dba Hicks Professional Group
- Robert Hitchcock, dba Hitchcock Consulting
- Klimaat Consulting and Innovation, Inc.
- Erik Kolderup, dba Kolderup Consulting
- Larson Energy Research, LLC
- L'Monte Information Services, Inc.
- Dimitri Contoyannis, dba Model Efficiency
- New Buildings Institute, Inc.
- O'Brien and Company, LLC
- Battelle Memorial Institute, Pacific Northwest National Laboratory (PNNL)
- Proctor Engineering Group, Ltd.
- RASENT Solutions, LLC
- SAC Software Solutions, LLC
- Chris Gueymard dba Solar Consulting Services
- Taylor Engineering, LLC, dba Taylor Engineers
- TRC Engineers, Inc.

EXHIBIT A

Scope of Work

PURPOSE

The purpose of this Agreement is for the prime contractor to lead a team of professional architectural and engineering consultants to provide technical support for:

- Developing, updating, and maintaining the California Energy Code for nonresidential, single family residential, and multifamily buildings.

Work will focus on the development and implementation of the 2022 and 2025 Energy Code updates, maintenance and enhancements to the 2019 Energy Code update, and preliminary work on future Energy Code updates (2028 and beyond).

ACRONYMS/GLOSSARY

Specific acronyms and terms used throughout this Scope of Work are defined as follows:

| ACRONYMS & TERMS | DEFINITION |
|------------------|--|
| APA | Administrative Procedures Act |
| CALGreen | The California Green Building Standards Code, which are the voluntary provisions included in Part 11 of Title 24 of the California Code of Regulations. |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| DRRM | Data Registry Requirements Manual |
| Energy Code | Building Energy Efficiency Standards codified in in Part 1, Chapter 10, and Part 6 of Title 24 of the California Code of Regulations addresses newly constructed buildings and additions and alterations to existing residential and nonresidential buildings. |
| HERS | Home Energy Rating System, used in California Code of Regulations, Title 20, section 1670 et seq. |
| MS | Microsoft |

EXHIBIT A

Scope of Work

| ACRONYMS & TERMS | DEFINITION |
|----------------------------------|---|
| Nonresidential Compliance Manual | The Nonresidential Compliance Manual developed by the CEC, under Public Resources Code, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for nonresidential buildings. |
| PDF | Adobe Portable Document Format |
| Residential Compliance Manual | The Residential Compliance Manual developed by the CEC, under Public Resources Code, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for residential buildings. |
| SB 350 | Clean Energy and Pollution Reduction Act (de León, Chapter 547, Statutes of 2015) |
| TDV | Time Dependent Valuation, used as the energy cost metric for the Energy Code. |

WORK AUTHORIZATIONS

The Agreement that results from this solicitation shall be conducted as a “Work Authorization” Agreement. No work shall be undertaken unless authorized by the CAM through a specific written document called a “Work Authorization.”

The CAM will prepare and issue the written Work Authorizations and shall set a maximum price, budget, and schedule for the work to be performed. The CAM will work, in consultation with the Contractor, to assign work to either the Contractor or a Subcontractor.

RETAINER CONTRACT

This is a no-fee "retainer" contract. The Contractor will be held on retainer and will be assigned work via Work Authorizations, which will be assigned by expertise or project workload. The CEC makes no guarantee that any or all the funds will be assigned in any given year.

NO WORK GUARANTEE

The CEC does not guarantee any minimum or maximum amount of work to the prime Contractor or any Subcontractor under the Agreement.

WORKSHOPS AND HEARINGS

All workshops and hearings are sponsored, organized, and facilitated by the CEC. The CEC is responsible for any costs associated with a workshop or hearing. Contractor shall provide labor only.

EXHIBIT A

Scope of Work

INCIDENTAL SERVICES

Contractor shall provide incidental services to support the technical tasks that the CEC will undertake to update, develop, and implement Energy Code compliance software and tools in the general topic areas listed below. Technical Tasks 2-5 provide more detailed task activities for these areas:

- Graphic Design/Document Support for reports and other deliverables related to the Energy Code.
- Public Outreach and Communication/Marketing/Public Relations/Program Development necessary to complete the goals of this Agreement.

DRAFT AND FINAL DELIVERABLES/REPORTS

The Contractor may be required to produce several iterations of draft deliverables in order to incorporate CEC's comments and edits. A deliverable is considered final when the CAM indicates in writing that the deliverable is considered final. When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM, the following:

- [Energy Commission Style Manual: Fourth Edition](https://www.energy.ca.gov/2020publications/CEC-180-2020-001/CEC-180-2020-001.pdf) located at <https://www.energy.ca.gov/2020publications/CEC-180-2020-001/CEC-180-2020-001.pdf>.
- [Consultant Report Template](https://www.energy.ca.gov/sites/default/files/2020-02/Consultant_Report_Template_0_ada.docx) located for download at https://www.energy.ca.gov/sites/default/files/2020-02/Consultant_Report_Template_0_ada.docx.

Deliverables are typically required in an electronic format. If a hard copy deliverable is required, each final hard copy deliverable shall be delivered as one (1) original, reproducible, 8 ½" by 11", camera-ready master in black ink, unless otherwise directed by the CAM. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

OWNERSHIP OF WORK PRODUCT

All deliverables, reports, data, memoranda, and other supporting documents developed under this Scope of Work, whether completed or not, shall become the property of the CEC.

ELECTRONIC FILE FORMAT

The Contractor shall deliver an electronic copy of the full text in a compatible version of Microsoft (MS) Word (.doc or .docx).

Unless otherwise specified by the CAM, the following describes the accepted formats of electronic data and documents provided to the CEC as contract deliverables and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all application deliverables.

EXHIBIT A

Scope of Work

- Data sets shall be in MS Access, MS Excel, or another file format as specified by the CAM.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in Adobe Portable Document Format (PDF) file format, with the native file format provided as well.
- Project management documents shall be in a file format specified by the CAM.

PRIMARY TASKS

The major categories of work are divided into the following tasks:

| TASK # | DESCRIPTION OF TASK |
|---------------|--|
| 1 | Agreement Management |
| 2 | Nonresidential Energy Code Update Measure Identification and Analysis |
| 3 | Residential Energy Code Update Measure Identification and Analysis |
| 4 | Energy and Climate Accounting Methodologies for the Energy Code |
| 5 | Contingencies and Additional Topic Areas for Energy Code Technical Support |

TASK 1 – AGREEMENT MANAGEMENT

Each Work Authorization will reflect the maximum that can be spent for Agreement Management for each fiscal year. A maximum of ten percent (10%) of the total Agreement budget will be allocated for this task. The Contractor will be required to perform contract management and administrative duties to manage the Agreement. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Contractor's responsibilities under this task include, but are not limited to, the following:

TASK 1.1 – KICK-OFF MEETING

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

EXHIBIT A

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The Contractor shall:

- Attend a “kick-off” meeting with the CAM, the CAO, and a representative of the Accounting Office. The CAM will designate the specific location. The Contractor shall include its Project Manager, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
- If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.

The CAM shall:

- Arrange the meeting including scheduling the date and time.
- Provide an agenda to all potential meeting participants prior to the kick-off meeting.

Task Deliverables:

- An updated schedule of deliverables (if applicable)

TASK 1.2 – PROGRAM MEETINGS AND BRIEFINGS

The goal of this task is to ensure direct collaboration with CEC staff, staff of other public agencies, and participating external stakeholders throughout the completion of Tasks 2 through 4, and to disseminate information to all parties as needed.

The Contractor and Subcontractor shall:

- At the request of the CEC’s CAM, be available for meetings or to provide written or verbal program briefings to the CEC’s staff or others. The cost of meetings with local governments and public institutions will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor shall be borne solely by the Contractor. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom. The CEC expects to hold no less than one (1) program briefing meeting per month.

TASK 1.3 – INVOICES

The goal of this task is to ensure accurate and timely payment for work performed under the contract.

The Contractor shall:

- Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Exhibit B of the Terms and Conditions of the Agreement.

EXHIBIT A

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- Invoices shall be submitted with the same frequency as progress reports (Task 1.5).
- Invoices must be submitted to the CEC's Accounting Office.

Task Deliverables:

- Invoices

TASK 1.4 – MANAGEMENT OF WORK AUTHORIZATIONS

The goal of this task is to facilitate the preparation of Work Authorizations.

The Contractor shall:

- At the direction of the CAM, assist the CEC in preparing the Work Authorizations, which define the scope of work, the schedule of deliverables, and the project(s) budget.

TASK 1.5 – MANAGE SUBCONTRACTORS

The goal of this task is to manage subcontractors' quality control activities.

The Contractor shall:

- At the direction of and in collaboration with the CAM, review and prepare Work Authorization scopes, deliverables, and budgets.
- Enter into subcontracts.
- Enforce subcontract provisions.
- In the event of Subcontractor failure to perform, recommend solutions to resolve the problem.
- When new subcontractors are added, the Contractor shall ensure that: 1) The new subcontractors comply with the Terms and Conditions of the Agreement, and 2) Notify the CAM who will follow the CEC's process for adding or replacing subcontractors. Subcontractors must be added to this Agreement prior to beginning any work.

TASK 1.6 – PROGRESS REPORTS

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Contractor shall:

- Prepare monthly progress reports that align with the monthly invoices that summarize all Agreement activities conducted by the Contractor for the monthly reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. The Contractor shall provide the CAM a plan to remedy any anticipated cost overruns, as well as provide burn rate estimates to the CAM, upon request.

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Each progress report is due no later than fifteen (15) calendar days after the end of the monthly reporting period. The CAM will provide the format for the progress reports.

Task Deliverables:

- Monthly progress reports

TASK 1.7 – FINAL MEETING

The goal of this task is to discuss closeout of this Agreement and review the project.

The Contractor shall:

- Meet with CEC staff prior to the term end date of this Agreement. The CAM will designate the specific location. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom. This meeting will be attended by the Contractor Project Manager and the CAM. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.
- Present findings, conclusions, and recommended next steps (if any) for the Agreement.
- Prepare a written document of meeting agreements and unresolved activities.
- Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

Task Deliverables:

- Written documentation of meeting agreements
- Schedule for completing closeout activities
- Findings, conclusions, and recommendations

TASK 2 – NONRESIDENTIAL ENERGY CODE UPDATE MEASURE IDENTIFICATION AND ANALYSIS

The goal of this task is to develop proposals for updates to the Energy Code's nonresidential provisions that include all of the information and analysis necessary to adopt amendments to the Energy Code.

At the direction of the CAM, the Contractor shall identify energy and peak load savings opportunities (measures) for nonresidential buildings for updates to the Energy Code, as well as assist in evaluating measure proposals submitted to staff by outside parties. The measures to be considered may include, but are not limited to, the following:

EXHIBIT A

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- More energy efficient levels of the measures currently included in the Energy Code;
- Measures for achieving California's greenhouse gas reduction goals;
- Measures that are options for compliance in the performance standards, but are not required; and
- New measures proposed by stakeholders.

For each identified measure, this task will include development and documentation of plans for additional information about the measure required for completion of subsequent tasks.

Contractor shall document the proposal for each measure in a draft Measure Proposal. See the [Building Energy Efficiency Measure Proposal Template](https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx) located for download at https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx.

Contractor shall be prepared to complete the necessary research and analysis required by the appropriate Measure Proposal template. This draft will be submitted to the CAM for approval. Upon approval of the draft, the CAM, in consultation with the Contractor, shall schedule the date and location for the workshop(s) for public review. The Contractor may be directed to present the measure(s) at the workshop and, working with CEC staff and subject matter experts, address issues raised by stakeholders at the workshop and incorporate changes into a revised Measure Proposal. Additional workshop(s) to review the revised Measure Proposal will be held if the CAM deems it necessary. As directed, the Contractor will address additional measures or issues identified in later workshops or public comments.

Work in this task may also include:

- Review of national or international energy conservation codes for relevance to the Energy Code update;
- Review of measure proposals submitted to staff by outside parties;
- Assessment of new methods for determining compliance;
- Updates to the Compliance Manual;
- Updates to the Data Registry Requirements Manual (DRRM); and
- Development, research, and analysis of proposed or potential measures to meet the requirements for inclusion in the Energy Code.

Task Deliverables:

- One or more Draft Measure Proposals
- One or more Final Measure Proposals
- Reports on research and analysis of proposed or potential measures, including other energy codes from other jurisdictions, states, and counties, as requested

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- Compliance Manual updates
- DRRM updates
- Other deliverables to be defined as needed through Work Authorizations

TASK 3 – RESIDENTIAL ENERGY CODE UPDATE MEASURE IDENTIFICATION AND ANALYSIS

The goal of this task is to develop proposals for updates to the Energy Code's residential provisions that include all of the information and analysis necessary to adopt amendments to the Energy Code.

At the direction of the CAM, the Contractor shall identify energy and peak load savings opportunities (measures) for residential buildings for updates to the Energy Code, as well as assist in evaluating measure proposals submitted to staff by outside parties. The measures to be considered may include, but are not limited to, the following:

- More energy efficient levels of the measures currently included in the Energy Code;
- Measures for achieving California's greenhouse gas reduction goals;
- Measures that are options for compliance in the performance standards, but are not required; and
- New measures proposed by stakeholders.

For each identified measure, this task will include development and documentation of plans for additional information about the measure required for completion of subsequent tasks.

Contractor shall document the proposal for each measure in a draft Measure Proposal. See the [Building Energy Efficiency Measure Proposal Template](https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx) located for download at https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx.

Contractor shall be prepared to complete the necessary research and analysis required by the appropriate Measure Proposal template. This draft will be submitted to the CAM for approval. Upon approval of the draft, the CAM, in consultation with the Contractor, shall schedule the date and location for the workshop(s) for public review. The Contractor may be directed to present the measure(s) at the workshop and, working with CEC staff and subject matter experts, address issues raised by stakeholders at the workshop and incorporate changes into a revised Measure Proposal. Additional workshop(s) to review the revised Measure Proposal will be held if the CAM deems it necessary. As directed, the Contractor will address additional measures or issues identified in later workshops or comments.

Work in this task may also include:

- Review of national or international energy conservation codes for relevance to the Energy Code update;

EXHIBIT A

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- Review of measure proposals submitted to staff by outside parties;
- Assessment of new methods for determining compliance;
- Updates to the Compliance Manual;
- Updates to the DRRM and Home Energy Rating System (HERS) Technical Manual; and
- Development, research, and analysis of proposed or potential measures to meet the requirements for inclusion in the Energy Code.

Task Deliverables:

- One or more Draft Measure Proposals
- One or more Final Measure Proposals
- Reports on research and analysis of proposed or potential measures, including other energy codes from other jurisdictions, states, and counties, as requested
- Compliance Manual updates
- DRRM and HERS Technical Manual updates
- Other deliverables to be defined as needed through Work Authorizations

TASK 4 – ENERGY AND CLIMATE ACCOUNTING METHODOLOGIES FOR THE ENERGY CODE

The goal of this task is to develop consistent accounting methodologies for energy and climate impacts (both beneficial and adverse) that can be applied uniformly to the measure proposals specified for Tasks 2 and 3, as well as to complete documentation required under the Administrative Procedures Act (APA) and California Environmental Quality Act (CEQA).

At the direction of the CAM, the Contractor shall update existing and develop new accounting methodologies for assessing the effects of energy efficiency measures, as well as incorporate these accounting methodologies into an overall methodology for assessing the life cycle benefits and costs of proposed updates to the Energy Code.

TASK 4.1 – ACCOUNTING METHODOLOGIES

Update accounting methodologies used for the Energy Code to value the electricity, natural gas, and propane energy savings, including methods to value the cost of water used in buildings and the potential savings from water efficiency measures installed in buildings. The work in this task is expected to include, but not be limited to, the following:

- Review and revise the Time Dependent Valuation (TDV) of Energy methodology, with the following considerations:
 - Current and projected costs of fuels and electricity based on state and

EXHIBIT A

Scope of Work

national energy policies, including the potential cost impacts of high concentrations of renewable energy generation in California.

- Current and projected retail rate structures, including an analysis of what portion of these retail energy costs should be considered fixed versus volumetric (i.e., dependent on the amount of energy used).
- Current and projected costs of carbon and other environmental impacts of energy use.
- Review and/or develop additional accounting methodologies relating to source energy, site energy, greenhouse gas emissions, criteria pollution emissions, and other potential energy and climate related impacts as necessary to address stakeholder questions and concerns.
- Document the technical details and results of accounting methodologies as needed to comply with statutory and regulatory requirements relating to rulemaking.

Task Deliverables:

- TDV of Energy Report
- Portions / chapters of financial impact documentation required under APA
- Portions / chapters of environmental impact documentation required under CEQA
- Other deliverables to be defined as needed through Work Authorizations

TASK 4.2 – LIFE CYCLE COST ANALYSIS

Update the methodology used for the Energy Code to assess the building life cycle costs and savings for the energy efficiency measures to be considered in Energy Code updates, including leveraging of the accounting methodologies developed under Task 4.1. The work in this task is expected to include, but not be limited to, the following:

- Review and revise the Energy Code Life Cycle Cost methodology.
- Review and revise reference climatic data and climate methodologies that impact energy savings and accounting for Energy Code measures.
- Establish cost reduction curves for different classes of technology predicting reductions in costs due to adoption of mandatory efficiency measures.
- Analyze and incorporate measures as appropriate to leverage all applicable work on this topic completed by the United States Department of Energy (DOE) for Federal building and appliance efficiency standards.
- Complete life cycle cost analyses to determine the cost-effectiveness of measures for inclusion in the Energy Code, both incrementally and in combination as specified by the CAM.
 - Document all economic assumptions, periods of analysis, and energy forecasts (e.g., electricity, natural gas, and propane) that are to be used.

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- Identify any sensitivity or scenario analyses on these and other parameters (e.g., measure performance, measure costs, useful life, fuel costs, avoided costs of climate change, water costs, emissions values, etc.).
- Document the technical details and results of life cycle cost and benefit analysis as needed to comply with statutory and regulatory requirements relating to rulemaking.

Task Deliverables:

- Life Cycle Cost Analysis Report
- Portions / chapters of financial impact documentation required under APA
- Portions / chapters of environmental impact documentation required under CEQA
- Other deliverables to be defined as needed through Work Authorizations

TASK 5 – CONTINGENCIES AND ADDITIONAL TOPIC AREAS ENERGY CODE TECHNICAL SUPPORT

The Contract team shall assist with work to develop program components beyond what is specifically described in Tasks 2-4 related to Energy Code technical support. The work in this task is expected to include, but not be limited to, the following:

- Providing technical expertise to conduct unexpected research and analysis needed to develop program components as they arise throughout the Agreement period.
- Attending workshops and hearings to support the Energy Code update.
- General knowledge transfer to CEC staff.

Task Deliverables:

- Other deliverables to be defined as needed through Work Authorizations

EXHIBIT A

Scope of Work

AGREEMENT DELIVERABLES

The following deliverables chart does not represent all deliverables necessary to complete the goals and objectives of this Agreement. Additional deliverables will be outlined in Work Authorizations. For deliverables listed, Work Authorizations will specify due dates.

| TASK # | DELIVERABLES | TENTATIVE DUE DATES |
|---------------|---|------------------------------|
| 1.1 | Kick-Off Meeting | |
| | An updated schedule of deliverables (if applicable) | 2nd quarter 2022 |
| 1.3 | Invoices | |
| | Invoices | Monthly |
| 1.6 | Progress Reports | |
| | Monthly progress reports | Monthly |
| 1.7 | Final Meeting | |
| | Written documentation of meeting agreements | 1st quarter 2025 |
| | Schedule for completing closeout activities | 1st quarter 2025 |
| | Findings, conclusions, and recommendations | 1st quarter 2025 |
| 2 | Nonresidential Energy Code Update Measure Identification and Analysis | |
| | One or more Draft Measure Proposals | 4 th quarter 2022 |
| | One or more Final Measure Proposals | 1 st quarter 2023 |
| | Reports on research and analysis of proposed or potential measures, or other energy codes from other jurisdictions, states, and countries, as requested | TBD per Work Authorization |
| | Compliance Manual updates | 2 nd quarter 2024 |
| | DRRM updates | TBD per Work Authorization |

EXHIBIT A

Scope of Work

| TASK # | DELIVERABLES | TENTATIVE DUE DATES |
|---------------|---|------------------------------|
| 2 | Nonresidential Energy Code Update Measure Identification and Analysis | |
| | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |
| 3 | Residential Energy Code Update Measure Identification and Analysis | |
| | One or more Draft Measure Proposals | 4 th quarter 2022 |
| | One or more Final Measure Proposals | 1 st quarter 2023 |
| | Reports on research and analysis of proposed or potential measures, or other energy codes from other jurisdictions, states, and countries, as requested | TBD per Work Authorization |
| | Compliance Manual updates | 2 nd quarter 2024 |
| | DRRM and HERS Technical Manual updates | TBD per Work Authorization |
| | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |
| 4 | Energy and Climate Accounting Methodologies for the Energy Code | |
| | TDV of Energy Report | 4 th quarter 2022 |
| | Life Cycle Cost Analysis Report | 4 th quarter 2022 |
| | Portions / chapters of financial impact documentation required under APA | 4 th quarter 2023 |
| | Portions / chapters of environmental impact documentation required under CEQA | 4 th quarter 2023 |

EXHIBIT A
Scope of Work

| TASK # | DELIVERABLES | TENTATIVE DUE DATES |
|---------------|---|----------------------------|
| 4 | Energy and Climate Accounting Methodologies for the Energy Code | |
| | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |
| 5 | Contingencies and Additional Topic Areas for Energy Code Technical Support | |
| | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: NORESCO, LLC

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement 400-21-004 with NORESCO, LLC for a \$7,500,000 contract to lead a team of professional architectural and engineering consultants to provide technical support for developing, updating, and maintaining the California Energy Code for nonresidential, single-family residential, and multifamily buildings; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on May 11, 2022.

AYE:

NAY:

ABSENT:

ABSTAIN:

Liza Lopez
Secretariat