



STATE OF CALIFORNIA

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement # 400-21-003 (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 #
Bruce A. Wilcox, P.E. Inc.	87-4122048

D) Title of Project
Energy Code Compliance Software Support and Development

E) Term and Amount

Start Date	End Date	Amount
06 / 01 / 2022	05 / 31 / 2025	\$ 4,500,000

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:

Bruce A. Wilcox, P.E. Inc. Proposed resolution approving Agreement 400-21-003 with Bruce A. Wilcox, P.E. Inc. for a \$4,500,000 contract to lead a team of professional architectural and engineering consultants to provide technical support for developing, updating, and maintaining residential and nonresidential compliance documents, performance modeling tools, and related materials to support the California Energy Code. (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 compliance documents, performance modeling tools, and related materials to support 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:



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☐ Categorical Exemption. List CCR section number:☐ 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	FY 2021-22	370.401	\$1,500,000
COIA	FY 2022-23	370.401	\$1,500,000
COIA	FY 2023-24	370.401	\$1,500,000

R&D Program Area: N/A

TOTAL: \$4,500,000

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: Traci Meyer-Jones

Address: 6901 N.W. Dogwood Drive

City, State, Zip: Vancouver, WA 98663

Phone: (360) 216-9472

E-Mail: tracimj@comcast.net

2. Contractor's Project Manager

Name: Bruce Wilcox

Address: 1110 Monterey Avenue

City, State, Zip: Berkeley, CA 94707

Phone: (510) 528-4406

E-Mail: bwilcox@lmi.net

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

- ☒ Solicitation RFQ Solicitation #: RFQ-21-402 # 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 Compliance Software 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: DHS Associates
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 #: 400-21-003

Contractor's Name: Bruce A. Wilcox, P.E. Inc.

Subcontractors:

- Big Ladder Software, LLC
- CalCERTS, Inc.
- Charles S. Barnaby
- ConSol
- 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 Associates, LLC, dba Gabel Energy
- GARD Analytics, Inc.
- Glumac
- 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
- NORESKO, LLC
- National Renewable Energy Laboratory (NREL)
- O'Brien and Company, LLC
- Paul Francisco
- Proctor Engineering Group, Ltd.
- RASENT Solutions, LLC
- SAC Software Solutions, LLC
- Selby Energy, Inc.
- Nehemiah Stone, dba Stone Energy Associates
- 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 residential and nonresidential compliance documents, performance modeling tools, and related materials to support the California Energy Code.

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
API	Application Programming Interface
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
CBECC	California Building Energy Code Compliance application; used to collectively refer to CBECC-Com and CBECC-Res
CBECC-Com	California Building Energy Code Compliance application for high-rise residential and nonresidential buildings
CBECC-Res	California Building Energy Code Compliance application for low-rise residential buildings
CCDR	Commission Compliance Document Repository
CEC	California Energy Commission
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.

EXHIBIT A

Scope of Work

ACRONYMS & TERMS	DEFINITION
MS	Microsoft
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)
WAM	Work Authorization Manager

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://www2.energy.ca.gov/2020publications/CEC-180-2020-001/CEC-180-2020-001.pdf) located at <https://www2.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	Standards Software Tools Development and Maintenance
3	Enhancing and Supporting Data Exchange Infrastructure for the Energy Code
4	Software Tools Documentation and Deployment
5	Contingencies and Additional Topic Areas for Building Energy Code Compliance and Technical Support

EXHIBIT A

Scope of Work

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 percent) 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.

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.

EXHIBIT A

Scope of Work

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.
 - Invoices shall be submitted with the same frequency as progress reports (Task 1.6).
 - 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.

EXHIBIT A

Scope of 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.

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

EXHIBIT A

Scope of Work

TASK 2 – STANDARDS SOFTWARE TOOLS DEVELOPMENT AND MAINTENANCE

Update and create residential and nonresidential software tools and associated documentation essential for demonstrating compliance with the Energy Code and stored in the Commission Compliance Document Repository (CCDR). The work in this task is expected to include, but not be limited to, the following:

- Building energy modeling software tools development and maintenance.
- Piloting and beta testing new versions of the software tools, or other tools, with CEC staff and with building industry stakeholders.
- Modeling building design scenarios appropriate for energy efficient or low-carbon buildings to include at least the following systems and compliance options under the Energy Code:
 - Battery storage systems
 - Solar thermal systems
 - HVAC and water heating
 - Envelope modeling
 - Daylight modeling
 - Lighting
 - Quality Insulation Installation
- Preparing instructions for users that explain how the software tools should be used to demonstrate compliance with the Energy Code.
- Preparing documentation that explains all significant modifications made to the Energy Code data dictionaries, compliance rulesets, and software tools.
- Providing support for software tools to ensure a successful transition to future versions.
- Create or obtain for use parametric run generator(s) that allows batch analysis to be launched and results summarized.
- Modify software tools as needed to work with a parametric run generator and to model existing and proposed efficiency technologies that need to be evaluated.
- Add or update modeling capabilities and compliance modeling rules within software tools essential for demonstrating compliance with the Energy Code.
- Develop software tools functionality that allows for the creation of building energy metrics and asset ratings systems for newly constructed buildings and alterations and additions to existing buildings.

EXHIBIT A

Scope of Work

- Work with the CEC's CCDR team to support development and implementation of methods for submitting compliance documents and associated information to the CCDR.

Task Deliverables:

- Energy Code compliance analysis software tools functional requirements
- Energy Code compliance analysis software tools specifications
- Energy Code compliance analysis software tools
- Energy Code compliance analysis software tools documentation
- Updates to software tools, as needed
- Other deliverables to be defined as needed through Work Authorizations

TASK 3 – ENHANCING AND SUPPORTING DATA EXCHANGE INFRASTRUCTURE FOR THE ENERGY CODE

Provide technical support for the data exchange protocols and data dictionary that together provide the necessary infrastructure on which parties develop residential and/or nonresidential data registries and or repositories, including the CCDR. This task will include reviewing Energy Code compliance documents and its related technical specifications, the current data registry technical and functional specifications, document repository database architectures, and existing data exchange schema, and other methods used to communicate Energy Code-related building energy performance. The work in this task is expected to include, but not be limited to, the following:

- Enhancing the data dictionary and data exchange protocols.
- Updating the compliance document XML template infrastructure that is specified in the Energy Code.
- Developing an automated process for testing registry compliance forms and submitting compliance data/document to repositories.
- Piloting new data exchange protocols to/from registries.
- Reviewing and analyze the results of CEC surveys of compliance documents.
- Updating the data registry requirements, as needed.
- Updating the Commission Compliance Document Repository (or its successor program) to add search features and reporting.
- Maintaining the accessibility and functionality of the Report Generator software service(s).

Task Deliverables:

- Updated data dictionaries
- Updated schemas for compliance documents

EXHIBIT A

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- Updated document templates (.xslt)
- Updated data exchange protocols and tools
- Updated Application Programming Interface (API) for integration with third-party software
- Updated data registry requirements manual
- Updated report generator programming based on the above deliverables
- Other deliverables to be defined as needed through Work Authorizations

TASK 4 – SOFTWARE TOOLS DOCUMENTATION AND DEPLOYMENT

Support the CEC's deployment of software tools essential for demonstrating compliance with the Energy Code. The work in this task is expected to include, but not be limited to, the following:

- Updating and tracking issues identified through the project team and stakeholder reviews of the software tools and associated support documentation.
- Testing software tools through third parties and subcontractors as needed (CEC staff may conduct its own testing).
- Piloting and beta testing new versions of software tools with building industry stakeholders to identify and improve issues prior to release.
- Providing technical support to third-party software tools vendors for integration of Energy Code software tools into its software tools, including:
 - Documenting all updates to the compliance data model and rulesets.
 - Developing solutions to vendor issues as directed by the Work Authorization Manager (WAM).
- Establishing and/or maintaining a website to host open-source software tools, which may include a bug reporting mechanism.
- Establishing procedures for the CEC to assume responsibility for this website(s) at the conclusion of the Agreement.

Task Deliverables:

- Updated versions of software tools essential for demonstrating compliance with the Energy Code including updates to software tools documentation
- Software tools issue tracking reports
- Software tools source code posted to open-source on-line repository
- Other deliverables to be defined through Work Authorizations

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

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

- Attending workshops and hearings that support the Energy Code compliance software updates.
- General knowledge transfer to CEC staff.

Task Deliverables:

- Other deliverables to be defined as needed through Work Authorizations

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

EXHIBIT A

Scope of Work

TASK #	DELIVERABLES	TENTATIVE DUE DATES
2	Standards Software Tools Compliance Development and Maintenance	
	Energy Code compliance analysis software tools functional requirements	TBD per Work Authorization
	Energy Code compliance analysis software tools specifications	TBD per Work Authorization
	Energy Code compliance analysis software tools	TBD per Work Authorization
	Energy Code compliance analysis software tools documentation	TBD per Work Authorization
	Updates to software tools, as needed	TBD per Work Authorization
	Other deliverables to be defined as needed through Work Authorizations	TBD per Work Authorization
3	Enhancing and Supporting Data Exchange Infrastructure for the Energy Code	
	Updated data dictionaries	TBD per Work Authorization
	Updated schemas for compliance documents	TBD per Work Authorization
	Updated document templates (.xslt)	TBD per Work Authorization
	Updated data exchange protocols and tools	TBD per Work Authorization
	Updated API for integration with third-party software	TBD per Work Authorization
	Updated data registry requirements manual	TBD per Work Authorization
	Updated report generators programming based on the above deliverables	TBD per Work Authorization
	Other deliverables to be defined as needed through Work Authorizations	TBD per Work Authorization

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4	Software Tools Documentation and Deployment	
	Updated versions of software tools essential for demonstrating compliance with the Energy Code including updates to software tools documentation	TBD per Work Authorization
	Software tools issue tracking reports	TBD per Work Authorization
	Software tools source code posted to open-source on-line repository	TBD per Work Authorization
	Other deliverables to be defined as needed through Work Authorizations	TBD per Work Authorization
5	Contingencies and Additional Topic Areas for Building Energy Code Compliance and Technical	
	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: BRUCE A. WILCOX P.E. INC.

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 400-21-003 with Bruce A. Wilcox, P.E. Inc. for a \$4,500,000 contract to lead a team of professional architectural and engineering consultants to provide technical support for developing, updating, and maintaining residential and nonresidential compliance documents, performance modeling tools, and related materials to support the California Energy Code; 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