

EXHIBIT B SCOPE OF WORK – COMMUNITY SPACES ROSTER

1.1 Introduction

Contractor, as part of the contractor pool, is not guaranteed a minimum level of work and agrees to be available on an as-needed basis.

Assignment, coordination, and administration of these contracts will be the responsibility of King County.

Where Work under this Exhibit involves installation, construction, repair, alteration, or improvement of real property, such Work is subject to prevailing wage and public works requirements as described in this Exhibit.

1.2 Purpose

The purpose of the Energize program is to improve community buildings with building upgrades that reduce greenhouse gas emissions, air pollutants, and may reduce energy bills in the target communities. Energize will **focus** on:

- Installing heat pumps for added cooling services, but will also provide a range of improvements and services beyond heat pumps.
- Removing fossil-fuel appliances that run on natural gas, oil, or propane, but may also replace inefficient electrical systems.
- Improving community spaces in targeted services throughout King, Pierce, Snohomish, and Kitsap Counties.
- Serving low-income communities and reaching communities where English is not the primary language used in the home, but will also support moderate-income and English-speaking communities.

The diverse goals of the Energize program reflect its diverse funding sources and varying funder priorities. As such, King County seeks to develop a roster of trusted professionals that can provide a range of services to organizations that apply to the Energize program.

Through the Energize program, selected Contractors will access cost efficiencies by combining lowered customer acquisition costs with group procurement and installations. King County will provide community outreach to ensure that target areas are aware of program opportunities.

1.3 Energize Program

It is anticipated this program will fund 100% of the installation or service costs for approved community buildings, including all labor and equipment

1.4 Assignment of Work & Expected Response Times

- A. For community buildings that are anticipated to be viable for installations or services, the intent of this program is to evenly assign leads per the below process, and with the following expected response times for both the County and Contractors.
 1. The County will assign an individual project lead to up to three (3) Contractors to provide installation quotes based upon a scope of work

provided by the County. Leads will be assigned on a rotating basis per type of installation or service provided, starting with the highest ranked Contractor, then proceeding through to the lowest ranked Contractor, before starting again with the highest ranked Contractor. The County will rotate Contractors based on leads not based on actual installations. Where contractors can do multiple items in-house and/or have subcontractors, items will be grouped in one lead assignment and work order.

2. Contractor must accept or decline the lead within two (2) business days; if the Contractor does not affirmatively accept within this timeframe, or declines the lead, the County will move on to the next Contractor.
 3. Once the Contractor has accepted the lead, the Contractor shall provide a quote to both the building owner and program administrator for the installation work within twenty (20) business days. This lead time may be extended only by express written permission of King County for specific buildings. If the Contractor is unable to provide a quote within this timeframe, the Contractor must notify the County in writing in advance of the deadline, otherwise that Contractor's bid will not be considered. This quote will include all associated costs to perform the work at that house, including equipment and materials, electrical panel or wiring upgrades, removal or decommissioning of existing fossil fuel systems being replaced (if present), taxes, labor, utility fees, and permitting.
 4. The County will evaluate each of the proposals and award the project to the lowest bidder that meets the minimum scope of services and ability to execute effectively and efficiently on that scope.
 5. The Contractor will obtain a signed agreement between the Contractor and the building owner as evidence that the building owner has approved to the scope of work detailed in the quote.
 6. Following submission of a signed agreement between the Contractor and building owner, the County and Contractor shall execute a work order.
 7. Should the approved costs and scope of work need to deviate from the executed work order, the contractor will provide the County a revised proposal incorporating proposed changes to the scope of work inclusive of all costs. The County and Contractor shall agree upon and execute a change order for the revised installation cost and scope of work.
 8. The Contractor will complete each work order within the timeframe defined in the work order, as determined by King County. If this deadline is not achievable, the contractor will notify the County in writing explaining the circumstances and proposing a new completion date for County approval.
- B. The County reserves the ability to deviate from this proposed assignment of work process if a Contractor repeatedly does not meet the expected response times for this work, fails to meet scope or contract obligations, or displays unprofessional work conduct.

- C. The County also reserves the ability to deviate from this proposed assignment of work based on license violations, workplace health and safety violations, or other certification maintenance, including maintenance of certificates of addressing lead-based dust such as Renovation, Repair and Painting Program ([RRP](#)) certification or Lead-Based Paint ([LBP](#)) Program certification.

1.5 Scope of Services

Contractor shall provide the following services. Contractors may be requested to perform one or more of the tasks listed in this section as requested by authorized King County staff. King County staff anticipates executing work orders with Contractors on the roster to reimburse for staff time for Items A through D below. Reimbursement for installation work, as well as home energy audits, will occur through work orders for individual houses as further described above in **Section 1.4 Assignment of Work & Expected Response Times**.

A. Participate in one (1) Installer Orientation

Contractor will be required to attend a one-hour installer orientation held by King County staff to review program details and expectations following contracting.

B. Submit bi-weekly progress reports to King County

Contractor shall provide written bi-weekly progress reports in a format determined by King County to the King County Project Manager or the designated administrator regarding project and lead status. Bi-weekly reporting must be submitted by Monday at 12:00PM PST for the previous two week's work. All discrepancies should be resolved prior to the next reporting period.

Progress reports will include the following:

1. Project status
2. Dates of scheduled/completed site assessments or energy audits
3. Dates of contract signing with customers
4. Dates of scheduled installations or energy audits
5. Dates of targeted completion

Approximately one (1) hour of staff time per report is anticipated to complete this item.

C. Attend Monthly Contractor Meetings, if requested by King County

Contractor shall attend a monthly Contractor meeting if requested by the County to review program progress and address issues that may have arisen in program deployment. Each meeting will be thirty (30) minutes of time.

D. Requirement for Participation as a Work-Based Learning Host Site

As a condition of award and continued participation in this project, the Contractor shall commit to hosting two (2) work-based learning or on-the-job training (OJT) trainees per calendar year for two hundred forty (240) hours each. Contractors will be assigned a designated partner workforce development program, which will recommend eligible, qualified candidates aged 18 and older for the Contractor's consideration and matching.

Each trainee shall be assigned a consistent work schedule, either full-time (30 to 40 hours per week), or part-time (20 to 30 hours per week), as determined collaboratively between the Contractor and the workforce program to best support the trainee's development and availability and the contractors' workforce capacity.

Trainees may be assigned to work on projects directly related to the awarded contract or additional projects/operational areas the Contractor deems appropriate to ensure a consistent and meaningful work experience. The Contractor shall make reasonable efforts to integrate trainees into productive roles that support skill development and exposure to industry practices.

All time and resources expended by the Contractor in training, supervising, mentoring, or otherwise supporting the trainees shall be considered incidental and shall not be separately compensated under this contract.

The Contractor shall coordinate directly with the assigned workforce program to determine appropriate placement, scheduling, and support structures for each trainee. Flexibility in worksite location, project assignment, and supervision is encouraged to ensure successful outcomes for both the trainee and the Contractor.

E. Install equipment and products, or provide services, in participating homes and small businesses

Contractor will provide all necessary tools and equipment to complete installations, and will coordinate work (purchase, delivery, installation, etc.) with building owners as well as tenants. Contractor will be selected to provide one or more of the below product installations or services:

- Heating, Ventilation, and Air Conditioning (HVAC) Mechanical Systems
- Weatherization, insulation, air-sealing, and duct-sealing
- Oil tank decommissioning
- Minor building repairs

Where needed, Contractor will conduct site assessments and provide installation proposals to King County and building owners. All installation work should be aesthetically pleasing, provide minimum sound impacts to the home and neighboring properties, and take into consideration the preferences of the building owner while minimizing project costs and maximizing energy efficiency.

Installation timings shall comply with all local municipal noise and construction regulations

Contractor will install equipment or provide services with the following minimum criteria (as applicable to awarded work categories):

- **Energy Star.** All applicable electrical equipment must meet or exceed ENERGY STAR standards where possible
- **Refrigerants.** All equipment using refrigerants must meet the global warming potential (GWP) limits from the Washington state Department of Ecology and the U.S. Environmental Protection Agency (EPA). Where technically and economically

feasible, equipment must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB), where technically and economically feasible.

- **Fossil Fuels.** All electrical equipment replacing fossil fuel equipment must remove the existing fossil fuel equipment where technically and economically feasible, include decommissioning of oil tanks.
- **Electrical Panels.** The selected Contractors will support electrical panel upgrades where necessary to support installation of electrical equipment.
- **Sustainability.** King County may request that Contractors for some types of product installations provide cost-comparisons of installation materials or methods addressing other sustainability criteria, including but not limited to materials that are recyclable, biodegradable, reduce plastic consumption, reduce material toxicity, incorporate salvaged materials or support design for disassembly.
- **Codes and Permits.** Conform with all applicable laws, codes, permits and jurisdictional requirements.

Please note additional specifications for various products and services below.

Heat Pump Installations will be expected to comply with the following:

- Products must meet relevant performance standards and other standards as determined by the County.
- Products must comply with local noise ordinance requirements.
- Installations must comply with each local jurisdiction's mechanical setback regulations
- Carry out installations per the requirements of the American National Standards Institute (ANSI) HVAC Quality Installation Specification.
- Size heat pumps according to ACCA Manual N calculations. Calculations will account for current insulation and weatherization status **or** anticipated weatherization and insulation levels following services provided within the program or by other program partners.
- All other products and services: King County reserves the rights to set additional service criteria for various products installed and services provided within the Energize program throughout program implementation.

F. Secure all required permits, complete and submit all incentive applications, and schedule and pass all jurisdictional inspections

For each installation, the Contractor will be responsible for securing all required permits prior to initiating installation, completing and submitting all incentive and rebate applications, and scheduling and passing all jurisdictional inspections.

G. Provide maintenance information to participating building owners

Contractor will provide each building owner, and tenant where applicable, with information on how to use and maintain new equipment when installed.

H. Provide Quality Assurance and Quality Control Services

As requested by King County, Contractor may provide quality assurance and quality control services for the program including, but not limited to, evaluating installation proposals,

conducting heat load calculations; reviewing electrical upgrade proposals; and inspecting installations to ensure they meet manufacturer specifications and industry standards.

1.6 Services to be Provided by King County

King County will provide project management for the Energize program, including:

- Setting up, conducting outreach for, and deploying Energize community workshops.
- Managing household registrations, enrollment, and maintaining the participant database.
- Providing translation and interpretation services as needed to support installations.
- Managing overall marketing, including project website hosting and drafting outreach materials.
- Conducting participant survey and project evaluation.

1.7 Deliverables and Reporting

Contractor shall:

- A. Participate in one installer orientation.
- C. Submit bi-weekly reports on installation status.
- D. Attend monthly contractor meetings if requested by King County.
- E. commit to hosting two (2) work-based learning or on-the-job training (OJT) trainees per calendar year for two hundred forty (240) hours each.
- F. Complete installations in community buildings.

1.8 Installation Schedule

Work for the Energize program will begin at contract execution.

1.9 Methods for Compensation/Billing

Contractors may request payment in one of two ways, as negotiated with the County:

- A. Cost reimbursement for incurred costs (e.g., equipment, labor, etc.) associated with audits or installations for this project with appropriate backup documentation (e.g., receipts).
- B. Advance payments for equipment associated solely with installations for this project and in the amount for a completed pre-order with an equipment manufacturer, with a copy of the paid invoice for equipment purchase from the heat pump distributor or manufacturer within five (5) days of receiving that invoice. King County must provide written approval prior to purchase/invoice of the equipment. Upon receipt of the equipment, the installer will provide priority in scheduling installations associated with the project for the subject equipment.

1.10 Contractor Monitoring

King County shall monitor work throughout the contract term, to include but not limited to the option for separate Contractor reviews of installations ; contacting permitting staff for feedback on Contractor progress; customer surveys; review of equipment evaluations; and randomized installation or report sampling including requesting reporting of equipment serial numbers to ensure the actual equipment installed matches the reported equipment installations.

1.11 Prevailing Wage

Work under this Contract is subject to prevailing wage requirements and will be extended annually pending approved intents and affidavits as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented. Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.

Contractor shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Contractor's quote price adequate increases in such wages during the performance of this Contract. Contractor must comply with the current prevailing wage rates at the time of bid opening which are found at <https://secure.lni.wa.gov/wagelookup/>.

- A. **Filing Your Intents and Affidavits:** Contractor and all subcontractors shall file Statement of Intent to Pay Prevailing Wages immediately after contract award and before work begins. An Affidavit shall be filed upon completion of the Work. The intent must be filed online through the Contractor's Portal in My L&I website <https://secure.lni.wa.gov/home/>.
- B. To complete this filing, the Contractor and all subcontractors will need the basic information about the project-such as the who, what, where and when of what's involved. The cost of filing shall be borne by the Contractor and Subcontractor(s).
- C. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of submittal for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- D. Exemptions for Vocationally handicapped workers. Per RCW 39.12.022 to the extent necessary in order to prevent curtailment of opportunities for employment, shall by regulations provide for the employment of individuals whose earning capacity is impaired by physical or mental deficiency or injury under special certificates may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- E. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Contract Specialist, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
 1. Sole owners and their spouse.
 2. Any partner who owns at least 30% of a partnership.
 3. The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 4. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- F. Prevailing Wage rates in effect at the time of submittal remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year

contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).

- G. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- H. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
- I. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700- 007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on-line. The receipt of the approved affidavit is required before King County can pay the final invoice. The County may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- J. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit. The Contractor shall notify the Contract Specialist and provide a copy of the Affidavit(s).

1.12 Davis-Bacon and Buy America/Build America Applicability

If King County determines that Work performed under a Work Order involves construction, repair, or improvement of infrastructure as defined under applicable federal guidance, King County will identify in the Work Order whether Davis-Bacon prevailing wage requirements and/or Buy America/Build America requirements apply. These requirements shall apply only where expressly stated by King County in the Work Order.