

Councilperson Zucal's proposed amendment to Bill 16.

This language would be substituted for the language introduced under Section I; the proposal/legislation introduced in Bill 16 would be deleted in its entirety and this completely new section would take its place and read as follows:

Section One: That the following be added as Section I, Requirements for Construction Contracts, and read as follows:

I. REQUIREMENTS FOR CONSTRUCTION CONTRACTS

(1) Definitions

(a) Firm or Firm(s) shall mean any contractor or subcontractor that participates in the City of Allentown's RFP process.

(b) Construction Project: The term "construction project" as used in this section is defined as construction, reconstruction, demolition, alteration, or repair work other than maintenance, performed under contract with the City of Allentown and paid for in whole or in part out of the funds of the City.

(2) Responsible Contractor Requirements

A **Firm** who wishes to participate in the City of Allentown's RFP process shall meet the following requirements when bidding on construction contracts in the City of Allentown for all contracts over \$200,000.00.

(a) The **Firm** shall submit to the Director of Finance or their designee a copy of the current training program its firm has in place at the time of bidding during the current calendar year.

(b) The **Firm** shall also submit at the time of bidding a copy of the current training Program for all Sub-Contractors in their respective trades that will be a part of the successful bid for the awarded contract.

(c) The **Firm** shall show that all craftsmen and equipment operators have been a graduate or completed an apprentice or training program through one of the following:

[1] Building Trades Apprenticeship Program;

[2] Graduate of a Local Technical Institute Program. Ex. LCTI, Lincoln Technical Institute, Job Corps or any other established Documented Licensed Training Facility, etc.;

[3] Employer on-the-job Training Program – this shall include a minimum of a 320 hours of paid training. The training must be at another job site other than the awarded job site; or

[4] Employer may use students through a Technical School's Co-Op Program with 6 months of on-the-job training. The student must be at least a Junior.

(d) The training will apply to all Union Bargaining and Non-Union Companies.

(e) The firm agrees to abide by the Income Security Act of 1974, 29 U.S.C. 1001 et seq. regarding Prevailing Wages.

(3) Failure to comply with the requirements of the section:

(a) Failure to abide by one or more of the above requirements will disqualify the **Firm(s)** awarded bid.

(b) Failure to abide by one or more of the above requirements under city contract will disqualify the **Firm(s)** from the RFP bidding process for a period of three (3) years from the date of the known violation.

(c) The mayor or his designee **shall** have the authority to perform an on-site inspection in the event a complaint is filed in relation to a violation(s) of the Federal Occupational Safety and Health Act of 1970 and its Laws and Regulations and any provisions of this section.

(4) Waiver of RCO Requirements: The requirements listed under this section may only be waived by resolution of the City Council under the following conditions:

(a) No bids have been received for the project by the close of the bidding period;

(b) Bid materials are provided to the City Council no later than fourteen (14) days prior to consideration of the waiver request;

(c) The waiver may only apply for the specific project; and

(d) The resolution shall identify the basis for the waiver, which provisions are to be waived and whether the project shall be re-bid.

(5) Applicability: These provisions shall not apply to any contract under \$200,000 which is already established by City of Allentown PA Code Chapter 5, Administration of Government 5-21 Contracts (<https://ecode360.com/36433017>) requiring Council Approval if needed after the RFP process has been advertised, submitted and awarded. The provisions found in this section are applicable to all city contracts including contracts awarded under the provisions of this section.

SECTION TWO: That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.