



**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
HEATING-VENTILATION-AIR CONDITIONING HVAC MAINTENANCE
AND REPAIR PROGRAM FOR THE BEAVER COUNTY COURTHOUSE**

BEAVER COUNTY COMMISSIONERS

**BEAVER COUNTY COURTHOUSE
810 THIRD STREET
BEAVER, PA 15009**

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REQUEST FOR BIDS

The Board of Commissioners of the County of Beaver, Pennsylvania, is requesting sealed bids to provide a comprehensive Heating-Ventilation-Air Conditioning HVAC Maintenance and Repair Program for the Beaver County Courthouse. The work will include the provision of a total maintenance/management program including, but not limited to, preventative maintenance, repair, programming and other tasks and services necessary to ensure safe, well maintained HVAC systems.

Bid forms and specifications may be obtained from Wayne Souffrant, Director of Central Services for the County of Beaver, Beaver County Courthouse, 810 Third Street, Beaver, PA 15009, by telephoning (724) 770-4461, or on the Beaver County website, at: www.beavercountypa.gov, under Bids and Proposals.

All bids must be submitted on bid forms provided by the County of Beaver.

Each bid submitted must be accompanied by a bid security in the form of a Certified Check, Cashier's Check or Bid Bond, in the amount of ten percent (10%) of the bid submitted, the same payable to the "County of Beaver, Pennsylvania". No bid will be considered unless it is so guaranteed. The Bond face and accompanying power of attorney must be signed and sealed in the original. Copies or facsimiles will not be accepted.

Sealed bids will be received until 4:30pm, on MONDAY, OCTOBER 26, 2020, at the office of Maria Longo, Controller for the County of Beaver, First Floor, Beaver County Courthouse, 810 Third Street, Beaver, PA 15009. All bids so received shall be opened and read aloud at or about 9:00am, on TUESDAY, OCTOBER 27, 2020, at a duly convened meeting of the County of Beaver Board of Commissioners, to be held in the Commissioner's Public Meeting Room, the aforementioned, Beaver County Courthouse. Award of bid will be determined and proclaimed in accordance with Section 1802 of "The County Code" of Pennsylvania, as amended, 16 P.S. Section 1802.

The County of Beaver Board of Commissioners reserve the right to reject any and all bids and to waive any informalities in the bids submitted, as public interest may require.

There will be a MANDATORY walk-thru of the Beaver County Courthouse, located at 810 Third Street, Beaver, PA 15009, at 10:00am, on THURSDAY, OCTOBER 15, 2020. Please meet at the information desk near the main Courthouse entrance. No bid will be accepted from any vendor that shall fail to have a representative at said walk-thru.

COUNTY OF BEAVER
BOARD OF COMMISSIONERS

DANIEL C. CAMP III, CHAIRMAN
JACK MANNING, COMMISSIONER
TONY AMADIO, COMMISSIONER

Insert Dates: September 28 and October 2, 2020

2.0 GENERAL SPECIFICATIONS

SPECIFICATIONS AND CONTRACT DOCUMENTS TO PROVIDE A COMPREHENSIVE HEATING-VENTILATION-AIR CONDITIONING HVAC MAINTENANCE AND REPAIR PROGRAM AT THE BEAVER COUNTY COURTHOUSE

2.1 SCOPE OF WORK

The Board of Commissioners, of the County of Beaver, Commonwealth of Pennsylvania, is requesting sealed bids to provide a comprehensive Heating-Ventilation-Air Conditioning HVAC Maintenance and Repair Program at the Beaver County Courthouse, to be constructed in accordance with the terms and specifications hereinafter specified.

2.2 BID FORMS

All bids must be submitted on the bid forms attached. All bids shall be submitted in a sealed envelope, prominently marked – "Bid Proposal, Heating-Ventilation-Air Conditioning HVAC Maintenance and Repair Program at the Beaver County Courthouse". All bids must be received and in the hands of Maria Longo, Controller for the County of Beaver, in the Controller's office, First Floor, Beaver County Courthouse, 810 Third Street, Beaver, PA 15009, no later than 4:30pm, prevailing time, on MONDAY, OCTOBER 26, 2020. All bids so returned shall be opened in public and read aloud at or about 9:00am, on TUESDAY, OCTOBER 27, 2020, at a duly convened meeting of the County of Beaver Board of Commissioners, to be held in the Commissioners Public Meeting Room, First Floor, the aforementioned, Beaver County Courthouse. Award of any bid will be determined and proclaimed following the opening of bids or at a subsequent public meeting of the County of Beaver Board of Commissioners, to be held within forty-five (45) days after the bid opening and for a period of forty-five (45) days thereafter. The time and place of any subsequent public meeting to determine and proclaim award of bid shall be publicly announced by the County of Beaver Board of Commissioners prior to adjournment of its meeting at which the bid opening shall have taken place.

2.3 AFFIDAVIT FORMS

All bids must be signed by the bidder or an authorized representative. When requested, satisfactory evidence of the authority of any officer or attorney-in-fact signing on behalf of a corporation or association shall be furnished. Each bid must be accompanied by the annexed "Affidavit of Non-Collusion", the "Beaver County Affidavit" and the "Affidavit of the Worker's Compensation Act", properly executed by the aforesaid bidder or an authorized representative. Any bid not so accompanied by the affidavits shall not be considered.

2.4 **TAXES**

Bid prices quoted must include design, furnishing of materials, delivery and labor to install the items herein requested. All bid prices quoted for the finished project/product shall not include Federal and/or State taxes. The County of Beaver, being a governmental body is, by law, exempt from paying such taxes. However, the bidder is not exempt from paying any taxes on purchases made for equipment or materials required to complete the finished project/product. Therefore, when formulating a bid, the bidder should consider any taxes that may occur when purchasing equipment and/or materials for the project.

2.5 **DISCREPANCIES/INTERPRETATIONS/CORRECTIONS**

Should any bidder find discrepancies or omissions in the General Specifications or should any bidder be confronted with doubt as to the meaning of said General Specifications, said bidder should notify in writing Wayne Souffrant, Director of Central Services for the County of Beaver, Beaver County Courthouse, 810 Third Street, Beaver, PA 15009, or by telephoning (724) 770-4461. **Questions regarding the technical specifications, design, sites, etc. contained in the Detailed Specifications, shall be answered at a MANDATORY pre-bid walk-thru meeting for all bidders, to be held at the Beaver County Courthouse on THURSDAY, OCTOBER 15, 2020, at 10:00am.**

Interpretations and/or corrections will be made to all bidders of record in the form of an addendum to the Specifications. All addenda will be emailed to each bidder and will be placed on the Beaver County website, at www.beavercountypa.gov, under Bids and Proposals, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of each contract and all bidders shall be bound by such addenda, whether or not received by the bidder.

2.6 **DELIVERY/INSTALLATION/EXCEPTIONS ADDENDUM**

Design, delivery, furnishing and installation of the items covered by the Specifications shall be made in the manner provided for in the Detailed Specifications and Agreement which follow, the bidder shall list all exceptions thereto in the Exceptions Addendum attached to the Bid Form. Unless exception is made and so taken, the bid will be received in every remaining respect as in full conformity with the Specifications hereof.

2.7 **METHOD OF AWARD**

The County of Beaver reserves the right to accept or reject any or all bids and award a contract which is deemed to be in its best interest to the lowest, qualified, responsible bidder, in accordance with available funds.

2.8 BONDS

2.81 BID BOND

Every bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond of any surety company authorized to do business in the Commonwealth of Pennsylvania, the sum payable to the County of Beaver, in the amount of ten percent (10%) of the bid submitted, to guarantee the performance of the contract. No bid shall be considered unless so guaranteed. Every Certified Check, Cashier's Check and Bid Bond will be held until the successful bidder has executed a written contract for the performance of the bid within ten (10) days after written notice of the award of the contract, whereupon all bid security received from all bidders shall be returned. The Bond face and accompanying power of attorney must be signed and sealed in the original. Copies or facsimiles will not be accepted.

In the event the successful bidder shall fail to execute the Agreement attached hereto within the ten (10) day period herein above provided, a default shall thereby occur and the County of Beaver reserves the right to retain the proceeds of the bid security accompanying the bid as fixed, agreed and liquidated damages, and the further right within the forty-five (45) day period ensuing after the bid opening, to award the bid to the next lowest responsible bidder.

2.82 MAINTENANCE BOND

Before execution of the Contract, the successful bidder shall furnish a Maintenance Bond in an amount of ten percent (10%) of the total cost of the project as security for the faithful performance to the General Guarantee. The Maintenance Bond shall take effect on the date of formal acceptance of the completed Contract by the County of Beaver, and shall be and remain in effect for a period of three (3) years from such date.

2.83 PERFORMANCE BOND (A.K.A. CONTRACT BOND)

At the time set for the execution of the Contract, the successful bidder shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the full contract price, such bond to be executed by a surety company licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Law Department of the County of Beaver. The Performance Bond shall serve as security for the faithful performance and completion of work in strict accordance with the Contract to be executed and part thereof, according to the true intent and meaning of said contract. The premiums on said Performance Bond shall be paid by the successful bidder. Failure to furnish such bond at the time for execution of said contract shall result in said award being voided.

2.84 LABOR AND MATERIALMAN'S BOND (A.K.A. PAYMENT BOND)

A Labor and Materialman's Bond with good and sufficient surety or sureties for the protection of persons furnishing material and labor of the work shall be required before execution of the Contract in a penal amount of one hundred percent (100%) of the contract price. The premiums on said Labor and Materialman's Bond shall be paid by the successful bidder.

2.9 STATUTES

Each bidder shall be required to execute the "Affidavit of Non-Collusion", the "Beaver County Affidavit", and the "Affidavit of Worker's Compensation Act", attached to the Bid Form. No bid shall be considered unless accompanied by such executed Affidavits.

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING FEDERAL OR STATE STATUTES MAY BE APPLICABLE FOR THIS BID. ALL BIDDERS ARE REQUIRED TO MEET THE REQUIREMENTS OF THESE STATUTES AND ANY CONTRACT SO AWARDED WILL REQUIRE COMPLIANCE WITH THESE STATUTES, IF APPLICABLE: **(Additional Laws, Codes and Standards are applicable and detailed in the Detailed Specifications, attached).**

2.91 TRADE PRACTICES ACT (71 p.s. 773.101)

2.92 STEEL PRODUCTS ACT (73 p.s. 1881)

2.93 PENNSYLVANIA WORKER'S COMPENSATION ACT (77 p.s.1)

2.94 PENNSYLVANIA PREVAILING WAGE ACT (43 p.s. 1651)

For construction projects, the Minimum Wage Rates for each craft or classification of all workmen needed to perform this contract during the anticipated term thereof shall be governed by the Pennsylvania Prevailing Wage Act, approved August 15, 1961, P.L. 987, Paragraph 1 (Act No. 442). The minimum wage rates are as set forth according to the PREVAILING MINIMUM WAGE PREDETERMINATION, only when the estimated cost of the total project is in excess of \$25,000.00. For construction projects expected to exceed \$25,000.00, then it is the bidder's responsibility to include Prevailing Minimum Wage Rates for each craft or classification in his labor costs. If applicable, a copy of the current Prevailing Minimum Wage Predetermination is located in the Attachments section at the back of this bid package.

2.10 BIDDER'S RESPONSIBILITY

Each bidder shall familiarize himself with all of the attached forms, advertisement, instructions, specifications, insurance requirements and bonds, as he will be held responsible to fully comply therewith.

The Detailed Specifications contain the detailed provisions required for the performance of the project. No information obtained from any officer, agent or employee of the County of Beaver on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieves him from fulfilling any of the conditions of the Contract.

The County of Beaver reserves the right to waive any informality in or reject any or all bids, or accept any bid which it deems to be in its best interest. Qualifications attached to any bid or any other apparent deviations from the Specifications and may be automatic cause for immediate disqualification of any such bid received.

Proposals which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the instructions to bidders, may be rejected at the option of the County of Beaver.

2.11 ALTERNATE BIDS AND ADDENDA

Alternate Bids, except as noted herein, will not be considered.

During the bidding period, bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the proposal and become a part of the Contract Documents. It shall be the responsibility of each bidder to make themselves aware of all addenda issued prior to the bid opening.

2.12 CONTRACT AGREEMENT/NO-LIEN AGREEMENT

The successful low bidder chosen for this project will be provided with copies of the Contract Agreement and No-Lien Agreement to sign and return along with the required bonds and insurance certificate(s) prior to execution of the contract by the County of Beaver Board of Commissioners.

2.13 BEAVER COUNTY STABILIZATION AGREEMENT

It is the responsibility of interested bidders to read and understand the Beaver County Stabilization Agreement included in the Attachments section of this bid package. If the bidder's Base Bid Price exceeds \$25,000.00, then the bidder, including all his subcontractors, must be able to meet all of the requirements of Addendum A included in the Stabilization Agreement prior to submission of a bid for this project. If all nine (9) requirements cannot be met, please do not submit a bid for this project. In the event the apparent low bidder cannot provide written documented proof of compliance and qualifications to the Addendum A requirements, the County of Beaver shall reject that bid and consider the next lowest bid.

3.0 DOCUMENTS SUPPLIED BY CONTRACTOR/VENDOR

3.1 BID PROPOSAL FORM

BID LETTING OF OCTOBER 27, 2020

For: Heating-Ventilation-Air Conditioning HVAC Maintenance and Repair Program at the Beaver County Courthouse To: County of Beaver

Except as may be modified by the Exceptions Addendum attached hereto, the undersigned bidder proposes and agrees to furnish material and labor for the execution of the following project:

Contract Year 1	December 1, 2020 through November 30, 2021	\$ _____
Contract Year 2	December 1, 2021 through November 30, 2022	\$ _____
Contract Year 3	December 1, 2022 through November 30, 2023	\$ _____
TOTAL BID (THREE (3) YEAR TOTAL)		\$ _____
Option Year 1	December 1, 2023 through November 30, 2024	\$ _____

DATE: _____, 2020

(Telephone Number)

(Bidder - Organization Name)

By _____
(Authorized Representative)

(Printed Name)

(Address)

(City/State/Zip Code)

() Bid Bond or () Certified Check or () Cashier's Check, in the amount of \$ _____, attached hereto.

3.3 AFFIDAVIT OF NON-COLLUSION (cont.)

I state that _____
(Name of my Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the County of Beaver in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated a fraudulent concealment from the County of Beaver of the true facts relating to the submission of bids for this contract.

(Bidder)

By _____
(Authorized Representative)

(CORPORATE SEAL)

SWORN TO and subscribed before me

this _____ day of _____, 2020.

(Notary Public)

My Commission Expires:

3.4 BEAVER COUNTY AFFIDAVIT

AS AN AUTHORIZED REPRESENTATIVE OF _____,
I DO HEREBY SWEAR AND AFFIRM THAT NEITHER _____
OR ANY OF ITS AGENTS OR EMPLOYEES HAS GIVEN OR ASSIGNED OR HAS
AGREED TO GIVE OR ASSIGN ANY AFFILIATED WORK OR AGREED TO GIVE ANY
ASSISSTANCE IN RECEIVING ANY AFFILIATED WORK TO ANY OFFICER, AGENT OR
EMPLOYEE OF BEAVER COUNTY OR TO ANY CONCERN THAT IS IN ANY WAY
AFFILIATED WITH ANY OFFICER, AGENT OR EMPLOYEE OF BEAVER COUNTY,
WITH AN AGREEMENT OR UNDERSTANDING TO RECEIVED CONSIDERATION FOR
COUNTY BUSINESS IN CONNECTION WITH THE ABOVE PROJECT AND CONTRACT.

SIGNED: _____

TITLE: _____

DATE: _____

WITNESS: _____

3.5 WORKER'S COMPENSATION AFFIDAVIT

ACCEPTING PROVISIONS OF THE WORKER'S COMPENSATION ACT

State of _____

SS.

County of _____

(Name of Officer, if Corporation)

(Title of Officer, if Corporation)

_____, being duly sworn

according to law, depose and says that he/they/it has/have accepted provisions of the Worker's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements amendments, and has/have insured his/their/its liability thereunder in accordance with the terms of said Act with _____ Company.

By _____
(Signature of Officer or Agent)

SWORN TO and subscribed before me

this _____ day of _____, 2020.

(Notary Public)

My Commission Expires:

3.6 INSURANCE

The Contractor shall be responsible for all injury(s) to persons, or damage to property, either directly or indirectly, that may result from his operations. The Contractor shall obtain and pay for such insurance as will protect him from claims under the Worker's Compensation Act and from any other claims to damages for personal injury, including death, or from damages to property, either real or personal, which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The Contractor shall effect and maintain the following insurance policies for the duration of this contract and any extensions thereof:

1. Worker's Compensation insurance, including Employer's Liability Insurance, in accordance with the Pennsylvania Worker's Compensation Act.
2. Comprehensive General Liability Insurance, including Products/Completed Operations Liability Insurance, with a combined single limit per location of \$2,000,000.00, including bodily injury, property damage and personal injury.
3. Comprehensive Automobile liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00, including bodily injury and property damage.
4. Contractual Insurance

The County of Beaver shall be named as an additional insured on Contractor's General Liability policy. The Contractor shall deliver to the County of Beaver, before commencing work under this contract, certificates from insurance companies or their agents, certifying that such insurance is in effect and will not be cancelled during the conduct of the work, without thirty (30) days written notice to the County of Beaver. **Said certificate(s) shall name the County of Beaver, 810 Third Street, Beaver, PA 15009, as Certificate Holder.** The Contractor shall report and pay all Old Age Benefits and Social Security Taxes and other insurance, as required by State and Federal law.

4.0 PROJECT SPECIFICATIONS

4.1 SCOPE OF WORK

The items to be furnished under this Contract shall be in accordance with these Contract Specifications: a comprehensive Heating-Ventilation-Air Conditioning HVAC Maintenance and Repair program at the Beaver County Courthouse. Requirements include:

- a. Bidders must be a Carrier Controls Expert | CS BACnet Certified (***A copy of the Contractors Certifications is required with the Bid Documentation.***)
- b. **NO** portion of the work covered by these specifications may be subcontracted.
- c. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor and their staff during the performance of their duties.
- d. Contractor **MUST** respond to Emergency Calls in less than one (1) hour.
- e. All equipment filters are to be replaced quarterly (minimum).
- f. All VAV box filters are to be replaced twice annually (minimum).
- g. Only MERV 8 pleated filters are to be used for all equipment.
- h. Bag filters are to be replaced annually (minimum).
- i. All equipment belts are to be replaced annually (minimum).
- j. All air cooled condensers to be power washed annually (minimum).
- k. All shell and tube heat exchangers are to be brushed and cleaned annually (minimum).
- l. All backflow preventers (BFP) are to be tested annually.
- m. Ceiling mounted water source heat pump repairs requiring an open flame torch or County office interference will need to be removed from the ceiling. Repairs can be made in County approved areas.
- n. The Contractor is responsible to furnish all tools and equipment needed to properly maintain HVAC systems.

All items not expressly mentioned in the Detailed Specifications, but obviously necessary for the proper execution of the Contract, shall be furnished by the Contractor, as it is not the intent of these Specifications to delineate or describe every detail and feature of items as provided by the Contract.

4.2 LOCATION

The project location is the Beaver County Courthouse, 810 Third Street, Beaver, PA 15009.

4.3 PAYMENT

Payment shall be in accordance with the lump sum bid price and applications for payment shall be submitted to the Director of the County of Beaver Department of Public Works, 469 Constitution Boulevard, New Brighton, PA 15066, for review and approval. One hundred percent (100%) final payment, including retainage, shall be made by the County of Beaver upon satisfactory completion. The contract amount owed will be paid only after satisfactory inspection of the final product and all services have been completed in accordance with this specification.

4.4 SCHEDULE

The Contractor shall furnish the Director of the County of Beaver Department of Public Works with a work schedule. The schedule shall be submitted within ten (10) days after the execution of this Contract.

It is hereby understood and mutually agreed by and between the Contractor and the County of Beaver, that the date of beginning, rate of progress and the time of completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be completed in the number of days regularly, diligently and uninterruptedly as such rate of progress as will insure completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County of Beaver, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the construction conditions prevailing in this locality.

IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County of Beaver the amount of five hundred dollars (\$500.00) per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, including Saturdays, Sundays and Holidays, that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon between the Contractor and the County of Beaver because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County of Beaver would sustain and said amount shall be retained from time to time by the County of Beaver from current periodical estimates.

4.5 GENERAL SPECIFICATIONS

- The Contractor(s) shall be responsible for having their equipment comply with current OSHA regulations and to have available all material safety data sheets that pertain to the products used.
- The Contractor(s) shall comply with all Federal and State laws, as required.
- All work shall be done by skilled personnel in accordance with the best standard practice and in a manner acceptable to the County of Beaver. Any work not conforming to these Specifications shall be made at the expense of the Contractor.
- Upon completion of the work, the Contractor(s) are to remove all surplus materials, etc. that relate to their trade, from the premises.
- All items not expressly mentioned in the Specifications, but obviously necessary for the proper execution of the Contract, shall be furnished by the Contractor, as it is not the intent of these Specifications to delineate or describe every detail and feature of items as provided by the Contract.
- American Made Steel – the successful bidder/contractor for this project agrees to utilize “American Made Steel” products as defined in PA Act 1978-3, Steel Products Procurement Act, Section 6.
- If needed, Contractor shall call the PA One Call System at 1-800-242-1776 at least three (3) days prior to digging. Comply with the provisions of the latest Act 187 Prevention of Damage to Underground Utilities prior to construction. Consult with utility companies to resolve any problems which may be created due to the location of the utilities.

5.0 DETAILED SPECIFICATIONS

1. SCOPE OF WORK – STANDARDS AND SPECIFICATIONS

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain to the satisfaction of the County of Beaver representatives. For the purpose of this Contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful proposer's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

2. SERVICES TO BE PROVIDED

It is the proposer's responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all HVAC maintenance functions during hours of maintenance and for response after normal working hours. Proposer's services are to be compliant with all Federal, State, Local, OSHA and all other applicable regulatory requirements.

3. ADDITIONAL SUPPLEMENTAL COVERAGE

Contractor shall furnish, repair, replace failed or worn moving parts (such as bearings, shafts, blower wheels/housings, motors, compressors, motor starters, circuit boards, VFD's, thermostats, relays, seals, gears, burners, actuators, leak repairs, refrigerant, controls, programmable controllers, sensors transformers, valves and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The County of Beaver shall not incur any extra charge for this service.

Non-moving parts such as boiler tubes, heat exchangers, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

4. BILLABLE WORK

All work beyond and in addition to the scope of the Contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the County of Beaver representative for consideration and approval PRIOR to work being completed.

5. SUBCONTRACTING

NO portion of the work covered by these specifications may be subcontracted.

6. EMERGENCY CALL OUT SERVICE

Contractor shall provide twenty-four (24) hour emergency service as needed in all aspects of HVAC emergency repair at no extra charge. This covers all travel expenses, weekends and Holidays. Contractor shall have working personnel on-site within one (1) hour of the callout.

7. SECURITY BACKGROUND CHECK OF PERSONNEL

Contractor is required to provide security checks for all personnel assigned to work under this contract. The records check will include finger printing, State Police background checks, Drug and Alcohol testing (DOT certified) and Pennsylvania Driver's License check. The Contractor will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by the Contractor. The County of Beaver reserves the right to approve/refuse any prospective employee of the Contractor as a result of the background check.

8. HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND MONITORING

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections.
- Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- Contractor shall provide oversight and documentation of Seasonal Preventative Maintenance on all HVAC systems.
- Contractor shall inspect all support structures and provide documentation of maintenance and repairs to the County of Beaver representative.
- Contractor shall inspect all moving parts or components, investigate noises, belts, bearings, drives and fans, and lubricate and adjust as recommended by manufacturer's specifications.
- Contractor shall perform air-handling and rooftop unit maintenance which includes, but is not limited to all services recommended by manufacturer, replacing air filters at least quarterly.

9. **SPECIFIC SERVICES**

A. Annual Maintenance

Proposer will perform scheduled annual preventative maintenance in accordance with a program of standard routines as determined by your experience, equipment application and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the County of Beaver equipment and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season.

B. HVAC Filter Changes

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment.

C. Air Cooled Condenser Coil Cleaning

This service will improve airflow across condenser coils, improve heating transfer and extend the life of the compressors. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and/or other device(s) that allow the proper cleaning of the coil.

D. Operating Inspection

Proposer will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application and location. Contractor is responsible for creating a detailed list of the tasks as part of this service agreement. The service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

E. Operating Inspection – Heating

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application and location. Contractor is responsible for creating a detailed list of the tasks as part of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls and safe equipment operation.

F. Operating Inspection – Cooling

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application and location. Contractor is responsible for creating a detailed list of the tasks as part of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls and safe equipment operation.

G. Backflow Preventer Testing

All backflow preventers will be tested annually by the Contractor's Certified employee. Repairs and parts are covered under this agreement.

H. Commercial Water Softeners

Proposer will inspect and test operation quarterly. Repairs and parts are covered under this agreement. **Maintaining of the salt in the Brine tanks are by County of Beaver personnel and are excluded.**

I. Equipment List

<u>Quantity</u>	<u>Type</u>
159	Water Source Heat Pumps
2	Cooling Towers
32	Airedale Fan Coils
17	Circulating Pumps
1	Carrier Screw Chiller
2	Carrier Remote Air Cooled Condensers
1	Trane Screw Chiller
1	Liebert Split System
10	Air Handlers
4	Air Compressors
4	Air Driers
37	Pneumatic Controlled VAV Fan Powered Boxes with Filters
39	Pneumatic Controlled VAV Boxes
9	Gas Boilers
4	Trane Rooftop Units
5	DES CHAMPS Energy Recovery Ventilators
2	DES CHAMPS Condensing Units
4	RENEW Air Energy Recover Ventilators
26	Trane Fan Coils
9	Commercial Water Softeners
5	Back Flow Preventers
1	Carrier BACnet-i-VU Control System
1	Honeywell Pneumatic Control System
1	Carrier Rooftop

- 1 Carrier Mini Split
- 1 Fujitsu Mini Split

RESOLUTION NO. 012419-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BEAVER OF THE COMMONWEALTH OF PENNSYLVANIA, APPROVING AND ADOPTING A PROJECT STABILIZATION AGREEMENT BETWEEN THE COUNTY OF BEAVER AND THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF BEAVER COUNTY, AFL-CIO, SAID AGREEMENT IS ATTACHED HERETO AND DESIGNATED AS EXHIBIT "A", FOR USE ON ALL COUNTY CONSTRUCTION PROJECTS, IN EXCESS OF \$25,000.00, INVOLVING BUILDING TRADES, EFFECTIVE JANUARY 24, 2019, THROUGH DECEMBER 31, 2023, EXCLUDING FEDERALLY FUNDED PROJECTS WHERE THERE IS A PRESIDENTIAL EXECUTIVE ORDER PRECLUDING THE SAME;

WHEREAS, the County of Beaver has an interest in seeing to it that contractors working on County projects are properly skilled and competent.

WHEREAS, the Unions have members who are competent, skilled, and qualified to perform the work incidental to the effective accomplishment of such construction work; and

WHEREAS, the County has determined that projects in excess of \$25,000.00 warrant special consideration to ensure competent and timely completion without labor strife; and

WHEREAS, the unions have agreed that there will be no strikes, including sympathy strikes, no work stoppages, no picketing, no lockouts, slow downs or other interferences on County projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Beaver, a fourth class county under the laws of the Commonwealth of Pennsylvania, AND IT IS HEREBY RESOLVED:

1. That the Board of Commissioners, for and in behalf of the County of

Beaver, adopting a Stabilization Agreement between the County of Beaver and the Building and Construction Trades Council of Beaver, AFL-CIO, said agreement is attached hereto and designated as Exhibit "A", for use on all County construction projects in excess of \$25,000.00, involving building trades, effective January 24, 2019, through December 31, 2023, excluding federally funded projects where there is a presidential executive order precluding the same, and other federally funded projects, hereby approves this Resolution.

2. That the Board of Commissioners, for and in behalf of the County of Beaver, is hereby authorized to execute two duplicate counterparts of said Agreement and the Chief Clerk of Beaver County is hereby directed to attest the due execution thereof and to affix the Seal of the County of Beaver thereto.

3. That, following proper execution, attestation and ensembling of said duplicate counterparts of said previously adopted Agreement, the Chief Clerk is hereby directed to cause delivery of the same to be made as follows: The original to the Controller of the County of Beaver, and the remaining duplicate counterparts, to the Law Department for proper distribution.

Adopted this 24th day of January, 2019.

(SEAL)

ATTEST:

Cynthia Cook
Chief Clerk

Approved As To Legal Form:

Gavin Fuchs
County Solicitor's Office

BOARD OF COMMISSIONERS
COUNTY OF BEAVER:

Alisa 1-24-19
Daniel C. Camp III, Chairman

Sandie Egley 1-24-19
Sandie Egley

Tony Amadio 1-24-19
Tony Amadio

**STABILIZATION AGREEMENT FOR CONSTRUCTION
PROJECTS IN EXCESS OF \$25,000.00**

THIS AGREEMENT is made the 24th day of JANUARY, 2019,
by and between, the **COUNTY OF BEAVER**, a fourth class county under the laws of
the Commonwealth of Pennsylvania, maintaining its principal place of business at 810
Third Street, Beaver Borough, Beaver County, Pennsylvania (hereinafter referred to as
"COUNTY").

A

N

D

**THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF
BEAVER COUNTY, AFL-CIO**, with a business address of 217 Sassafras Lane, Beaver,
Pennsylvania 15009 (collectively referred to hereinafter as "UNIONS").

WITNESSETH

WHEREAS, the COUNTY has an interest in seeing to it that contractors working
on County construction projects are properly skilled and competent; and

WHEREAS, the UNIONS have members who are competent, skilled and qualified
to perform the work and ensure efficient completion of such construction projects; and

WHEREAS, the COUNTY has determined that construction projects in excess of
\$25,000.00, involving building trades, warrant special consideration to ensure
competent and timely completion without labor strife; and

WHEREAS, the UNIONS have agreed that there will be no strikes, including
sympathy strikes, no work stoppages, no picketing, no lockouts, no slowdowns and no
other interferences on County projects to which this Agreement applies; and

WHEREAS, the COUNTY desires to engage contractors who will agree to stabilize wages, hours and working conditions for the workers employed on County construction projects; and

WHEREAS, to date, the COUNTY had a stabilization agreement on its new jail construction project and the courthouse renovations project with success, and desires to continue the working relationship that it has established with the UNIONS, to ensure quality construction on other large projects, in excess of \$25,000.00.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, respectfully covenant and agree as follows:

1. That the COUNTY agrees to include Article I to this Stabilization Agreement, which lists certain minimum qualifications of all bidders, in all bid specifications on County construction projects in excess of \$25,000.00, excluding projects that include federal funding where there is a lawful current presidential executive order that would cause a denial of federal funding, in whole or in part.

2. That in consideration for the COUNTY including Article I on such large construction projects as a requirement to each bidder and their subcontractors, the UNIONS agree that on these projects there will be no strikes, including sympathy strikes, no work stoppages, no picketing, no lockouts, no slowdowns and no other interferences.

3. The UNIONS further agree to utilize the jurisdictional dispute procedure and grievance and adjudication procedure set forth in Articles II and III to this Agreement to ensure timely and economical completion of these projects.

4. That the parties acknowledge that bidding on all Beaver County construction projects in excess of \$25,000.00 involving building trades shall be open to all bidders, union and non-union, and that the UNIONS agree that they shall in no way unlawfully discourage any non-union entity from bidding on County projects where this Agreement applies.

5. That the term of this Agreement shall be from the date of its adoption, as provided below, through December 31, 2023. However, either party may terminate this Agreement, prior to the expiration date, upon thirty (30) days written notice to the other party. If neither party notifies the other party that it wishes to terminate or modify, this Agreement will remain in effect for three (3) years and the same termination/modification rules shall continue to apply consecutively.

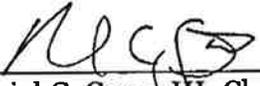
6. That to the extent any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7. As a condition of successful bidding, all contractors and their subcontractors will become bound to Articles I through V in this Agreement and will require that their subcontractors be bound to the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

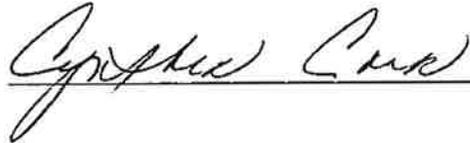
(SEAL)

BOARD OF COMMISSIONERS
OF BEAVER COUNTY



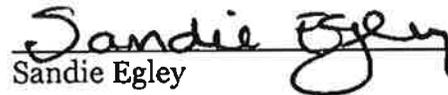
Daniel C. Camp III, Chairman

ATTEST:





Tony Amadio



Sandie Egley

WITNESS:

BUILDING AND CONSTRUCTION
TRADES COUNCIL



President



Vice President



Rec. Secretary-Treasurer

Jim Craig
Asbestos Workers Local #2

Date: 2/5/19

Michael Stanta
Boilermakers Local #154

Date: 2-5-19

Norman Ringers
Bricklayers & Allied Craftsmen Local #9

Date: 3-11-19

[Signature]
Cement Masons & Plasterers Local #526

Date: 2/5/19

Thomas A. Redman
Glaziers Local #751/DC 57

Date: 2/14/2018

Frank J. Selig Jr.
I.B.E.W. Local #712

Date: 2/5/19

Bruce Buehler
Ironworkers Local #3

Date: 3-18-19

William J. Walth
KML Regional Council of Carpenters
(including all Affiliates)

Date: 2-22-19

Mr. P. Stahl
Laborers District Council of Western PA Local #833
Laborers District Council of Western PA Local #1058 (Heavy)

Date: 2-5-19

P. Friday
Millwrights Local #443

Date: 2-5-2019

Thomas C. [Signature]
Operating Engineers Local #66

Date: 2-5-19

Steve Oles
Painters Local #530/DC 57

Date: 2-5-19

Edward J. Bigley
Plumbers Local #27

Date: 2/12/2019

Mark Gagnier
Roofers, Waterproofers Local #37

Date: 2/5/19

Bob Turner
Sheetmetal Workers Local #12

Date: 2-11-2019

Russell
Sprinklerfitters Local #542

Date: 2-12-2019

M. P.
Steamfitters Local #449

Date: 2-12-2019

Joseph
Teamsters Local #341

Date: 2-12-2019

ARTICLE I

MINIMUM QUALIFICATIONS OF ALL BIDDERS AND THEIR SUBCONTRACTORS

It is clearly understood that all agreements and pledges are applicable insofar as a legally binding local or national collective bargaining agreement exists between the Bidder and the affected union(s). It is also understood that bidding on this project shall be open to all bidders, union and non-union, who meet the minimum qualifications listed below. All successful bidders must meet the following minimum qualifications and must require their subcontractors to meet the same requirements.

Upon careful consideration of labor issues and the problems which can arise on large construction projects, the county has determined that it is in the best interests of the county taxpayers to require the following qualifications from the successful bidder and any of that bidder's subcontractors:

1. Bidder and/or subcontractor must show proof of experience in the particular type of construction needed for the project (i.e., list jobs previously performed) and have a permanent office with adequate administrative and logistic capabilities.
2. Bidder and/or subcontractor must be financially sound.
3. Bidder and/or subcontractor shall submit its Federal Tax I.D. number (25 numbers) at the time of the bid opening. Bidders and/or subcontractors shall also submit the Federal Tax I.D. numbers for all subcontractors as a prerequisite to their consideration for approval by Beaver County.

4. Bidder and/or subcontractor must be identified as an independent company or, if a subsidiary, shall provide the name of the parent firm and shall identify whether the company has any subsidiaries and, if so, shall provide the names of subsidiaries.

5. Bidder and/or subcontractor must provide proof of current tax payment and proof of current Workers' Compensation insurance, and proof that they are paid up to date (i.e., Unemployment Compensation, Social Security, Federal, State and Local Taxes).

6. Bidder and/or subcontractor must offer bona fide medical and pension benefit programs to its employees.

7. Bidder and/or subcontractor must have in place for at least one year prior to bidding and must continue to offer hands-on certified State or Federal approved Apprenticeship/Training Program. The apprentice program must be for the craft called for in the contract the bidder or subcontractor is seeking, and such apprenticeship training program must be offered with a reasonable distance from bidder's main office or the job site so that apprentices can take part in the program while working on the project. Upon request, any apprentices on site must be able to provide their State or Federal registration. All apprentices must have passed a drug test upon entrance to the training program. A mere correspondence and/or sham apprentice program is not sufficient.

8. Any bidder and/or subcontractor found to be in violation and/or debarred from bidding on other public-funded work at any time within seven (7) years prior to the date bids are due will be disqualified.

9. Any and all bidders and/or subcontractors must agree to be bound to Articles I, II, III, IV, and V. All successful bidders and/or subcontractors must also require that all of their subcontractors abide by Articles I, II, III, IV, and V.

The apparent low bidder must provide proof of compliance with the minimum qualifications listed above within ten (10) days of being notified that it is the apparent low bidder. If the apparent low bidder fails to provide such proof with ten (10) days, the County shall reject the bid and award the contract to the next low bidder who meets the minimum qualifications.

ARTICLE II

CRAFT ASSIGNMENT JURISDICTION DISPUTES

The Unions acknowledge that there will be no strikes, no work stoppages, no picketing, no sympathy strikes, no slowdowns and no other interferences with the work because of jurisdictional disputes.

In the event of a jurisdictional dispute between any union and the employer, insofar as required by a legally binding agreement existing between the employer and the affected union(s), it is agreed that the following steps shall be followed in an attempt to resolve the matter:

Step 1: The appropriate Union Representatives of the involved crafts shall meet with the affected employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected craft will meet with the affected employer within five (5) calendar days.

Step 3: If no settlement is reached, the parties will then submit the dispute to arbitration in accordance with the selection procedures outlined in the Grievance and Adjudication Procedure within five (5) calendar days. In rendering a decision, the Arbitrator shall determine first whether a previous decision or agreement of record exists between the parties to the dispute and shall abide by the same. If the Arbitrator finds that the dispute is not covered by an appropriate previous decision or agreement of record, the Arbitrator shall then consider whether there is an applicable agreement between the crafts governing the case. If no such agreement exists, the

Arbitrator shall then consider the established trade practice and prevailing practice in the locality to render a decision and resolve the dispute. Because efficiency, cost, continuity and good management are essential to the well-being of the industry, the Arbitrator shall not ignore the interests of the consumer or past practice of the employer.

ARTICLE III
GRIEVANCE AND ADJUDICATION PROCEDURE

It is specifically agreed that in the event any disputes arise out of the interpretation or application of the Stabilization Agreement for Projects in Excess of \$25,000.00 between the County of Beaver and the Beaver County Building and Construction Trades Council, such disputes shall be settled by means of the procedure set forth herein.

No grievance shall be recognized unless called to the attention of the parties to the Agreement or the attention of the union by the employer with five (5) days after the alleged violation was committed or after the employer first became aware of the problem.

Grievances shall be settled according to the following procedures:

Step 1: The dispute shall be referred to the Business Representative of the local union or the employer representative involved or its designated representative and the project superintendent and/or the employer's representative at the construction site.

Step 2: In the event that the Representatives are unable to resolve the dispute within five (5) calendar days after completion of Step 1, it shall be submitted to the Joint Administrative Committee (Union Representative, Contractor Representative, and County Representative) before proceeding to Step 3. This will apply to any dispute over the intent and application of this Agreement not resolved in Step 1.

Step 3: If the dispute is not resolved within ten (10) calendar days after completion of Step 2 (the Joint Administrative Committee cannot unanimously agree), then within ten (10) calendar days the representatives from the unions and the employer shall refer the matter to Arbitrator _____. If Arbitrator _____ is unavailable, the matter shall be referred to Arbitrator _____ for final and binding arbitration. The decision of the Arbitrator(s) shall also be binding on all parties. The cost of the arbitration shall be borne equally between the contractor/subcontractor and the union.

The Arbitrator shall arrange for a hearing no later than two (2) weeks from the date of his/her selection. A decision must be given to the parties within five (5) calendar days after the completion of the hearing, unless such time is extended by mutual agreement of the parties. Either party may request the Arbitrator to issue a written opinion.

The time limits specified in all steps of the Grievance and Adjudication Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other. The other party should respond to the request in a timely manner, but is not required to extend the time limits. Failure to process a grievance or failure to defend such grievance within the time limits set forth above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or the resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances through Steps 1 and 2 of this Grievance and Adjudication Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE IV
UNION RECOGNITION AND EMPLOYMENT

Section 1. Each contractor recognizes the Union as sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project under the Agreement.

Section 2. Each contractor shall have the right to determine the competency of all employees and the number of employees required. Each contractor shall have the sole responsibility for selecting employees to be laid off.

Section 3. For Local Unions having a referral system, each contractor agrees to comply with such system, and the referral system shall be used exclusively by such contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulation requiring equal employment opportunities and non-discrimination, and referral shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies, or requirements. The Union shall indemnify and hold each contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The contractor may reject any referral for a just reason and request another, different referral.

Section 4. In the event that a signatory Local Union does not have a job-referral system as set forth in Section 3 above, the contractor shall give the Union forty-eight (48) hours to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. In the event that Local Unions are unable to fill any requisitions for qualified employees within forty-eight (48) hours after such requisition is made by the contractor, the contractor may employ applicants from any other available source. The contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. The Local Unions shall not knowingly refer an employee currently employed by a contractor working under this Agreement to any other contractor, nor shall any Union engage in any activity that encourages workforce turnover or absenteeism.

Section 7. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each contractor, including calls to local unions in other geographic areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project.

Section 8. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, on the Project. Where, however, the Union submits a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union to the contractor, the contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of the employee.

Section 9. To provide opportunities to participate on the Project to minority- and women-owned business enterprises as well as other enterprises that do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their "core" employees on this project, the parties agree that any such enterprise has the right to select core employees whom they will employ on **Project**, in accordance with the formula below and who:

(a) possess any license required by the state or federal law for the project to be performed;

(b) have worked a total of at least 1,200 hours in the construction craft during the prior three (3) years, including having participated in a state-certified apprenticeship program;

(c) were on the contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the contract award; and

(d) have the ability to perform safely the basic functions of the applicable trade.

The first employee and the fifth employee, or up to ten (10%) percent of all employees, whichever is greater, hired by each contractor may be core employees. After such core employees have been hired by a contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. The selection of craft foremen and/or general foremen and the number of foremen required shall be the exclusive right and responsibility of each contractor.

ARTICLE V

EMPLOYEE SUBSTANCE TESTING POLICY

Both parties are committed to providing a safe workplace for the workers assigned to the Project, promoting high standards of employee health, and fostering productivity that satisfies its quality expectations. Consistent with the intent and spirit of this commitment, the following is a minimum substance abuse testing specification for this Agreement with the goal of maintaining a work environment that is free from the effects of the use of illegal drugs and alcohol. This specification is not intended as a substitute for the contractors' complete written substance abuse policy. Normally such policies include other important features, including, but not limited to, an employee education and awareness program and an employee assistance program. This policy requires that anyone entering the Project will comply with the substance abuse testing requirements as outlined.

All contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in the specification.

This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the site. This includes workers, new hires, replacement workers, and supervisory personnel. No employee or prospective employee of a contractor shall be permitted to work on any project unless such employee has submitted to testing as required by this specification and unless the results of such testing are negative. Any contractor employees who receive a positive test result shall

immediately leave the site. Employees receiving a positive test result shall not be permitted to return to the site earlier than sixty (60) days from the date of the positive test. In the event of an incident and/or accident occurrences involving suppliers, vendors and/or visitors, the same agree to submit to substance abuse testing. Refusal to submit to the substance abuse testing would be grounds for the contractor to have supplier, vendor or visitor permanently barred from the site.

All contractors must train their respective employees in methods that will allow them to recognize substance abusers. Supervisory employees of the contractors shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted safety-training procedures.

Costs of implementing the Substance abuse Program shall be borne by each respective contractor affected by this specification.

MINIMUM TESTING REQUIREMENTS

The contractor is required to perform:

- Pre-employment drug testing
- Drug testing for reasonable suspicion of illegal drug use
- Post-accident and post-incident drug and alcohol testing
- Drug testing following discovery of illegal or unauthorized drugs or paraphernalia

SUBSTANCES

Threshold Limits	5 Panel Test plus Alcohol	
	Initial Limit	GC/MS Confirmation Limit
Alcohol	0.04%	0.04%
Amphetamines	1,000 ng/ml	500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	59 ng/ml	15 ng/ml
Opiate Metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

COMPLIANCE PROCEDURE

The Joint Administrative Committee reserves the right to audit any substance abuse program required by this specification to verify compliance results within twenty-four (24) hours of notification of intent to audit.

MICROFILM CRITERIA FORM

THIS FORM MUST BE SUBMITTED AND FULLY COMPLETED WITH THE RESOLUTION REQUEST FORM. BOTH FORMS ALONG WITH ANY OTHER SUPPORTING DOCUMENTS MUST BE SUBMITTED **TEN (10) DAYS BEFORE THE COMMISSIONER'S PUBLIC MEETING**. FILL OUT ALL AREAS UNLESS OTHERWISE DIRECTED.

Resolution No. * 012419-13

Originating Department: Commissioners

Vendor/Provider Name: The Building and Construction Trades Council of Beaver County
 (Please provide the exact name of the vendor/provider as it is written on the Agreement)

Contract Expiration Date: 12/31/23

Category of Services (Please circle or highlight **ONE** from below)

CONSTRUCTION	PURCHASES	OTHER	PROFESSIONAL	FINANCIAL	GRANTS
General Contractor	Computer Equipment	Labor Contracts	Human Services Provider	Line Item Transfer	Application
Plumbing	Office Equipment	Policy	Accounting/Audits	Budget	Agreement
Electrical	Furniture	Ordinance	Consulting	Letter of Credit	Sub-recipient
HVAC	Medical Supplies	Lease	Engineering	Bonds	Amendment
Demolition	Office Supplies	Intern	Architectural	Funding Assistance	
Paving	Janitorial Supplies	Insurance	Legal	Loan Anticipation Note	NON-PROFESSIONAL
Landscaping	Vehicles	Commissioner Sale	Health Provider	Accounts	Cleaning
Façade Improvement	Jail Clothing & Linens	Tax Exoneration	Supplemental Nurse Staffing		Refuse/Recyclable Removal
Bridge Encumbrance	Computer Software	Hospital Transfer Agreement	Maintenance Contracts		Printing
Data Cabling	License Agreement	E-911 Service Agreement	Institutional Placements		Security
Rehabilitation	Food Contract	Park Regulations	Marketing		
	Uniforms	Court Settlement	Appraisal Services		
	Cable & Internet	Affiliation Agreement	Website Design/Maintenance		
	Electric	Ancillary Services	Right of Way Acquisition Services		
		County Auction			
		Proclamation			Miscellaneous <input type="checkbox"/>

* This area will be filled out by the Law Department

