

DIVISION III - AFFIRMATIVE ACTION

State of Illinois Prevailing Wage Rates

City of Carbondale Policy for Disadvantaged Business Enterprise and/or Workforce

Participation Goals in Contracts

Form 1 – City of Carbondale Affidavit of DBE and/or Workforce Goal Implementation Plan

Form 2 – Subcontractor Utilization Statement

Form 3 – Letter of Intent

Form 4 – City of Carbondale Contractor’s Disadvantage Workforce Utilization Plan

Form 5 – Certificate of Compliance

Form 6 – DBE and/or Workforce Participation Waiver Request

Form 7 – Disadvantaged Business Enterprise Participation Summary

Acknowledgement Letter

Agreement between The Egyptian Building and Construction Trades Council and
The City Council of the City of Carbondale, Illinois

Egyptian Building & Construction Trades Council Project Labor Agreement

State of Illinois Prevailing Wage Rates

Contractor shall comply with the Prevailing Wage Rates as per Illinois Revised Statutes, Chapter 48, Section 39S-1-12.

Payroll and Basic Records - Payrolls and basic records relating to this project will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the project. Such records will contain the name and address of each such employee, his or her correct classification, rate of pay, daily weekly number of hours worked, deduction made and actual wages paid.

The contractor will submit weekly a copy of the projects payrolls to the City of Carbondale. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those included in the specifications of this contract and that the classifications set forth for each laborer or mechanic conform with the work he or she performed.

The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the terms of this contract available for inspection by the City's representatives and will permit such representative to interview employees during working hours on the job. In the event of failure by the contractor or subcontractor to submit payrolls timely, the City of Carbondale may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee the funds until such violations have ceased. The City of Carbondale shall withhold from any monies payable on account of work performed by the contractor or subcontractor for the City such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations JACKSON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

LABORER - OIL AND CHIP RESEALING

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean-up related to oil and chip resealing.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their

duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - O & C (Oil and Chip Resealing ONLY)

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. Includes transporting materials and equipment (including, but not limited to oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing.

Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.

Class 2. Stockpiling.

Class 3. Tandem hauling to job site.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Boom or Winch Type Truck; Back-End man on Bituminous Surfacing Machine; APSCO or Equal Spreading Machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bull-Dozer, Crane, Shovel, Dragline, Truck Crane, Pile Driver, Concrete Breaker, Concrete or Pumpcrete Pumps, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradeall, Hi-Lift Hoists, Guy-Derricks, Hysters, Mechanic Motor Patrol, Mixers-21 cu. ft. or over, Push Cats, Pulls and Scrapers, Two Well Point Pumps, Pulverizer or Tiller, PugMill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or hi-lift over 1/2 yd., Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper w/Tractor, Self-Propelled Roller w/Blade, Equipment Greaser, Self-Propelled Bump Grinder on Concrete pavement, Boat Operator, Skid-Loaders, Tuggers, Lazer Screed, and Self-Propelled Chip Spreader (when others run conveyors).

Class 2. Any type tractor pulling any type roller or disc, Two Air Compressors (220 cu. ft. capacity or over), Two AirTrack Drills, Air-Track Drill w/Compressor, Automatic Bins or Scales w/Compressor or Generator, Pipeline Boring Machine, Bulk Cement Plant w/Separate Compressor, Power Operated Bull Float, Hydra-Lift w/Single Motor, Straw Mulcher Blower w/Spout, Self-Propelled Roller/Compactor, oiler on milling machine, Self-Propelled Air-Track Drill (one), Air Compressor w/Valve driving piling, Two Conveyors, Self-Propelled Concrete Saw, Form Grader, Truck Crane Oiler, Self-Propelled Vibrator, Rubber Tired Farm Type Tractor w/Blade/Bulldozer/Auger/hi-lift - 1/2 yd. or less, Elevator Operator, Man Lift (scissor lift) when lifting materials.

Class 3. Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. Ft. or over) One, Air Compressor (under 220 cu. Ft) four, Automatic Bin, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Self-Propelled Form Tamper, Light Plants (4), Welding Machines (4), Pumps (4), or Combination of four (4) Pumps, Light Plants, Welding Machines, Air-Compressors (under 200 cu. Ft.), Mudjacks or Wood Chipper, Mixers – less than 21 cu. Ft. Mortar Mixer w/ Skip or Pump, Pipeline Tract Jack. One Operating Engineer may operate and maintain any combination of the following pieces of equipment, not to exceed four (4) which shall be within a reasonable distance, such combination may include any equipment in this classification: (Compressors, Light Plants, Welding Machines, Pumps or Conveyors), One Well – Point Pump, Two Motor Driven Heaters, One Air Compressor (under 220 cu. Ft.), One Engine-Drive Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine, One Ulmac or Equal Spreader, Oilers, and one Generator 10 kw or greater.

OPERATING ENGINEER - O & C (Oil and Chip Resealing ONLY). Includes the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment relatd to oil and chip resealing.

Class 1. See Class 1 above for types of equipment operated.

Class 2. See Class 2 above for types of equipment operated.

Class 3. See Class 3 above for types of equipment operated.

OPERATING ENGINEER RIVER WORK 1 - operate the following machines when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Crane, Shovel, Drageline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, all power boat operators, Mechanic, Engineman on Dredge, Leverman on Dredge, All Bituminous Spreader machines, Backhoe, Backfiller, Boom, or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bulldozer, Truck Cranes, Hydraulic Truck Mounted Boom/Crane, Concrete Finishing Machine, or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Machines, Concrete Plant Operator, All Off Road Material Hauling Equipment, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Fork-Lifts, Flexplane, Gradeall, Hi-Lift, Power Handblade Tugger type Hoist, Hoist Two Drum (or over one), Guyderrick, Hyster, Motor Patrol, Mixers - 21 Cu. Ft. or over, Push Cat, Pulls, & Scrapers, Pumps-Two Well Points, Equipment Greaser, P & H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired farm type tractor w/Bulldozer/Blade/Auger or Hi-Lift over 1/2 yard, Skimmer Scoops, Seaman Tiller, Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper w/Tractor, self-propelled roller w/Blade, Concrete Pumps and Small Equipment Operators.

OPERATING ENGINEER RIVER 2 - when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries shall be employed as the Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradeall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (cherry-picker) with over 40 ton Lifting Capacity, Deck Oiler, and Deckhands on the Ohio River.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

- On August 7, 2018, IDOL published changes to the HT/Frost Insulator classification in Alexander County, the Sheetmetal Worker classification in Alexander, Bond, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Perry, Pope, Pulaski, Randolph, Saline, St. Clair, Union, Wabash, Washington, Wayne, White, and Williamson Counties, and the Iron Worker trade in Richland County.

CITY OF CARBONDALE POLICY FOR DISADVANTAGED BUSINESS ENTERPRISE AND/OR WORKFORCE PARTICIPATION GOALS IN CONTRACTS

I. POLICY

- A. It is the policy of the CITY OF CARBONDALE to provide contracting and subcontracting opportunities to Disadvantaged Business Enterprises (**DBE**) and /or Workforce. In complying with these policies, Bidders must take affirmative steps to assure that disadvantaged businesses and workforce are used to supply labor, equipment, products, and construction-related services. Please note: the CITY OF CARBONDALE references **49 Code of Federal Regulations Part 26 and 30 ILCS 575/4** to evaluate compliance with the provisions of this policy for DBE and/or Workforce participation.
- B. It is the policy of the CITY OF CARBONDALE that all public works contracts falling within the scope of Carbondale Revised Code 1-6-13 be awarded to businesses that utilize minorities, women, and persons with disabilities as employees. Such workforce should perform no less than 25% of the total dollar amount of the awarded contract or 25% of the labor force combined.
- C. It is the policy of the CITY OF CARBONDALE that if the Bidder is unable to achieve the required DBE and/or Workforce participation, the Bidder must seek a waiver request. (See Section V)
- D. It is the policy of the CITY OF CARBONDALE that all documents requested in the City's policy must be submitted on the date and time designated.
- E. It is the policy of the CITY OF CARBONDALE that all public works contracts will only be offered/awarded if the Bidder has been determined to make good faith efforts to meet the goals of the City's DBE and/or Workforce participation policy.
- F. It is the policy of the CITY OF CARBONDALE that the contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract.

II. DEFINITIONS

For the purposes of this policy, the following definitions will apply:

- A. **DISADVANTAGED BUSINESS ENTERPRISES:** a government recognized disadvantaged business with at least 51 percent owned and controlled by a minority, woman, and/or a person with a disability....
- B. **GOOD FAITH EFFORTS:** at the City of Carbondale's discretion are efforts which demonstrate that the bidder has exhausted all reasonable means to comply with any affirmative action, hiring or contractual goal(s) pursuant to the DBE goal or another requirement of this article.

- C. LOCAL RESIDENT: Any person whose domicile is within the official residency boundary of the City of Carbondale....
- D. LOCAL RESIDENT DATABASE: A list containing the names of qualified residents who have expressed interest in employment on city projects.
- E. MINORITY: Please refer to Carbondale Revised Code 7-6-2 for definitions questions.
- F. PUBLIC WORKS CONTRACTS: Any “contract” as defined in this section for the construction, rehabilitation, alteration, conversion, extension, landscaping, repair or other improvements of buildings, highways, or other real property.
- G. WORKFORCE: Employed disadvantaged minorities, women, and /or disabled residents in all skilled crafts either as apprentices, journeymen, or trainees, from the appropriate trade union.

III. DBE PARTICIPATION

- A. A list of DBE firms is available from the City of Carbondale’s Diversity & Compliance Officer. The City of Carbondale, however, makes no representation as to such firms’ capabilities. (See <https://webapps.dot.illinois.gov/UCP/ExternalSearch>)
- B. Bidders may also consult the directories and lists of certified Minority and/or Women-owned firms distributed by the following agencies: the Egyptian Building and Construction Trades Council, the Illinois Department of Transportation, the Women’s Business Development Center, the Illinois Business Enterprise Program, Black Contractors United, Federation of Women Contractors, or the Hispanic American Construction Industry Association.
- C. All DBE businesses should submit certification verifying legitimate ownership. (See <https://www.transportation.gov/partners/small-business/dbe-program>)

IV. WORKFORCE PARTICIPATION

- A. Bidders may consult with trade-union representatives in order to employ qualified individuals, as well as, be in compliance with any project labor agreements.
- B. A list of workforce participants is available from the City of Carbondale’s Diversity & Compliance Officer. The City of Carbondale, however, makes no representation as to such individuals’ capabilities.

V. PRE-BID AWARD OBLIGATIONS, EXPECTATIONS, & REQUIREMENTS

- A. To demonstrate compliance with the City of Carbondale's DBE and/or workforce utilization policy, bidders must provide the following items with their bid. Alternatively, bidders may submit a waiver request, if compliance is not applicable.
1. Bidder must submit a completed, signed, and notarized affidavit entitled "***Affidavit of DBE Goal Implementation Plan***" This form indicates the Bidder's intention to utilize DBEs. (*See Form 1*)
 2. A completed and signed "***Subcontractor Utilization Statement***." The plan includes a estimation, description, percentage, and the dollar value of the work to be performed by the **DBE** firms proposed for utilization on the project. Note: this Schedule should demonstrate the aspirational goal of 25% DBE participation. (*See Form 2*)
 3. A completed and signed, "***Letter of Intent from DBE to Perform as a Subcontractor or Supplier***." This document must describe the work to be performed with the corresponding subcontract dollar amount and total workforce to be utilized. (*See Form 3*)
 4. A completed and signed "***Workforce Utilization Plan***." The plan shows the utilization of employees being used, as well as, the job categories in which each individual will be working in the project. (*See Form 4*)
 5. Copies of DBE Certifications and/or Affidavit of confirmation should be attached to the "Subcontractor Utilization Statement." DBE status will be verified by the City of Carbondale Human Resources office.
 6. To be considered for City contracts, all required documentation must be submitted on the designated date and time of bid submittal for each project. The documents will be reviewed for compliance by the Diversity & Compliance Officer.

VI. WAIVER REQUIREMENTS

- A. Bidder shall provide a, "***Certificate of Compliance***", and any misleading information may disqualify the bid. (*See Form 5*)
- B. If the bidder has acted per the policy outlined herein but is unable to achieve the required DBE and/or Workforce participation, the Bidder must seek a waiver or modification of the utilization percentage by submitting an "***DBE and/or Workforce Participation Waiver Request***." (*See Form 6*) The City of Carbondale's Diversity & Compliance Officer will determine if the request shall be granted.
- C. The Bidder's failure to provide sufficient documentation to support the waiver or modification request will cause the bid/proposal to be found non-responsive by the City, and the bid will be rejected. The documentation used in

consideration of the waiver request must include but not be limited to a summary of the contact made, copies of correspondence, phone logs, and certified mail receipts, etc.

- D. For the DBE and/or Workforce waiver or modification request to receive consideration, the following information must be submitted.
 - 1. Provide a narrative describing the Bidder's efforts to secure qualified DBEs and/or Workforce before bid opening.
 - 2. In instances where the Bidder has not received inquiries or proposals from qualified DBEs and/or Workforce before bid opening, the Bidder must provide a notarized affidavit or document attesting to this circumstance.
 - 3. Documentation demonstrating that the Bidder utilized the local resident database for workforce requirements; or Names (of owners), addresses, telephone numbers, date, and time of contact of qualified DBEs. The direct solicitation to businesses must include specific project information and the type of work sought.
- E. To determine whether the Bidder should be granted a waiver request, the City may, in addition to the information provided in Section VI. (C) of the waiver requirements, also request verification that consideration was given to the following areas while the Bidder attempted to achieve DBE and/or workforce participation.
 - 1. That the work slated for DBE and/or workforce participation is real in scope and was selected to increase the likelihood of achieving the stated utilization percentage;
 - 2. That potential DBEs and/or workforce were solicited in good faith.
 - 3. That conditions were imposed on DBEs and/or Workforce that were also imposed on all other subcontractors or individuals.
 - 4. That benefits ordinarily conferred on subcontractors and employees for the type of work were not denied to the DBEs and/or workforce.

VII. FAILURE TO MEET DBE POLICY REQUIREMENTS PRE-BID

- A. If the City determines that the successful bidder has failed to meet the requirements of the City's DBE and/or Workforce policy, before awarding the contract, the bidder has an opportunity for administrative reconsideration.
- B. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
- C. The City's decision on reconsideration must be made by the City Manager, or their

designee, who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

- D. The bidder will have the opportunity to meet in person with the City Manager to discuss the issue of whether it met the goal or made adequate good faith efforts.
- E. The bidder will receive a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so, before awarding the contract.
- F. The result of the reconsideration process is not administratively appealable.

FAILURE TO SUBMIT DOCUMENTATION OUTLINED IN THROUGHOUT SECTIONS V. to VI. MAY CAUSE THE BID TO BE DETERMINED NON- RESPONSIVE AND REJECTED.

VIII. POST-CONTRACT AWARD COMPLIANCE REQUIREMENTS

- A. The City of Carbondale maintains the right to review the books, records, and files relative to DBE and/or Workforce utilization on this contract, and the Contractor agrees to promptly and fully comply with any such requests.
- B. Within **TEN** (10) calendar days after the Notice to Proceed has been issued to the Bidder, copies of subcontracts between the DBE Business and the Contractor must be submitted to the Diversity & Compliance Officer.
- C. Each contractor must provide an updated “*Subcontractor Utilization Statement*” and all other required documents listed in Section V. of this article. All substantial changes must be approved by the City of Carbondale’s Diversity & Compliance Officer.
- D. Any proposed changes to the City *Subcontractor Utilization Statment and/or Workforce Utilization Plan*, must be promptly reported to the Diversity & Compliance Officer. Appropriate corresponding documentation must clearly explain the reasons for the change of circumstances; an explanation must set forth with particularity the Contractor’s efforts to prevent any project-related delays or problems. The documentation shall also include information on any proposed substitutions and a plan demonstrating how the Contractor intends to meet the City of Carbondale’s DBE and/or Workforce goals.
- E. The documentation will be reviewed for its acceptability, and the City Diversity & Compliance Officer will outline any necessary corrective actions to be taken. If the contractor fails to initiate and complete such steps promptly, appropriate sanctions may be taken. The City of Carbondale’s decision regarding the Contractor’s request for a change, the acceptability of, and corrective action to be taken shall be final.
- F. If the Diversity & Compliance Officer makes a finding that a contractor willfully misrepresented its workforce, they shall provide in writing, corrective action steps to be implemented immediately.

1. If the Contractor is found to be in violation and fails to promptly implement the corrective action steps as provided by the Diversity & Compliance Officer, the City may levy penalties against the violating party as referenced in Section XI., or may suspend the project until ALL outstanding violations are rectified.
2. The Contractor may appeal the findings of willfull misrepresentation to the City Manager. The City Manager shall make a final decision, in writing, **within 10** business days.

IX. UTILIZATION REPORTING

- A. A monthly *DBE Participation Summary (See Form 7)* and certified payroll reports for workforce verification is required for all projects. The summary shall state the report number, the name of the general contractor, the project name, and the total project cost. The report should define prime contractors, their trades, and the dollar amount of each executed contract. Further, DBE subcontractors and/or payroll reports shall be listed in conjunction with their primes/names, the dollar amount awarded for each executed contract, prevailing wages and the DBE percentage. The dollar amount awarded to each classification should be itemized and then aggregated to reflect the total dollar amount and percentage of DBE participation.
- B. All payment requests made to the City of Carbondale must include a cumulative *DBE Utilization and/or payroll report* every month that will be forwarded to the Diversity & Compliance Officer. The reports must demonstrate compliance with the commitments or include a formal written explanation as to when and how compliance will be achieved. The City may request additional information that shows compliance, including but not limited to waivers of lien, invoices, and delivery tickets. Failure to submit the requested information will result in the appropriate sanctions listed in Section XI of this article.

X. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, familial status, national origin or ancestry, or any unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if the contractor hires additional employees in order to perform this contract or any portion thereof, the contractor will determine the availability (in accordance with this Chapter) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, age, disability,

marital status, familial status, national origin or ancestry, or any unfavorable discharge from military service.

- D. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- E. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- F. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations, the City's Affirmative Action Program and this Chapter. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act, Rules or Regulations, or this Chapter, the contractor will promptly so notify the City and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- G. That it will submit reports as required by the City, furnish all relevant information as may from time to time be requested by the City or the contracting agency, and in all respects comply with the Illinois Human Rights Act, the Department's Rules and Regulations, the City Affirmative Action Program and this Chapter.
- H. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act, the Department's Rules and Regulations, the Affirmative Action Program, and this Chapter.

- I. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the City in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- J. Incorporation by Operation of the Regulations. All contract specifications furnished by any contracting agency to bidders or contractors shall contain the Equal Employment Opportunity Clause set forth in Subparagraph A of this section and such clause shall be included as a material term of any contract.
- K. Subcontractors. Each contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Subparagraph A of this section in each of its subcontracts verbatim or by reference so that provisions of paragraphs A through J of said clause will be binding upon subcontractors of every tier; provided, however, that only paragraphs A, E, F, and G need included in every "subcontract" as defined in Section 7-6-2 of this Chapter.

XI. NON-COMPLIANCE PENALTIES

Any bid awardee of a contract falling within the scope of Carbondale Revised Code 1-6-13 found not to be in compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act, the Rules and Regulations of the Illinois Department of Human Rights, and any certified affirmative policy statement supporting the purpose of the City's DBE and/or Workforce program, shall be subject to penalties in this section unless otherwise provided for the City's DBE and/or Workforce Policy. The duration of time and general responsiveness by a contract awardee when failing to implement the City's recommended corrective action may factor in to the severity of penalty enforced by the City.

- A. Non-Compliance constitutes material breaches of the contract and shall entitle the City of Carbondale to declare a default of the contract, and permit the City to, terminate the contract and exercise those remedies provided for in the contract below. Failure to satisfy the DBE and/or Workforce policy required by the contract or the disqualification of the DBE and/or Workforce when such status was a factor in the contract award and was misrepresented by the bid awardee, shall be grounds for penalties.
- B. Unless otherwise provided by policy, sanctions may include but not limited to the following penalties:
 - 1. A per-day penalty, no less than \$50 dollars and no more than \$250 dollars, may be levied against the awarded contract for everyday necessary corrective

actions are not taken up to the amount provided by law.

2. The Contractor and principle member of a company found not in compliance may indefinitely lose all bidding privileges for future contracts or subcontracts with the City of Carbondale.
3. Any Contractor and principle member of a company found to repeatedly not comply with commitments to achieve the City of Carbondale DBE and/or Workforce utilization policy, may have the contracts canceled or voided in whole or in part, and such other sanctions or penalties may be imposed, or remedies invoked as provided by statute or regulation. 30 ILCS 575/4
4. Any matters that appear to be fraudulent will be referred to the Illinois Attorney General or other appropriate state agencies.
5. Forfeiture of the Contractor's performance bond.

**CITY OF CARBONDALE
AFFIDAVIT OF DBE AND/OR WORKFORCE
GOAL IMPLEMENTATION PLAN**

RETURN WITH BID

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to use disadvantaged businesses and/or workforce at 25% for the work required on said project:

In making this certification, Bidder states:

- that the bidder will use disadvantaged enterprises or workforce to the greatest extent feasible,
- that the bidder will correct any underutilization or deficiencies in the use of disadvantage enterprises and/or workforce,
- that the bidder lacks any controlling interest in the disadvantaged firm being utilized, and
- the bidder agrees to provide any additional information or documentation requested in support of the above statements.

The undersigned hereby certifies that they have read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Bidder: _____

Signature: _____

Title: _____

State of Illinois County of _____. This instrument was acknowledged before me on _____ (date) by _____ (name of person).

Signature of notary public

(Seal)

RETURN WITH BID

Subcontractor Utilization Statement

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Subcontractors

Subcontractor Name	DBE or Non-DBE	Amount	% of Total Contract	Scope of Work
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: DBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

Section III Continued: DBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
<ul style="list-style-type: none"> If more firms submitted quotes, please copy this form and attach the additional information. 		

Section IV: DBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
<ul style="list-style-type: none"> If more firms were contacted, please copy this form and attach the additional information. 		

Section V:

The City of Carbondale is committed to promoting disadvantaged participation in public works construction projects and in accordance with City Code 1-12-3, has established the subcontractor utilization of Disadvantaged Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City’s commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors.

Signature of Prime Contractor

Date

LETTER OF INTENT

LETTER OF INTENT FROM DBE TO PERFORM AS A SUBCONTRACTOR OR SUPPLIER

Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

DBE Firm: DBE Firm: _____ Address: _____

City: _____ State: _____ Zip: _____

ILDOT Reporting #: _____ Expiration Date of Certification: _____

DBE Contact: Name: _____ Phone: () _____

Bidder: Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Contracting Firm: Name: _____

(If different than Bidder)

DBE Subcontractor Classification: Subcontractor Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total Dollar Value

The Bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

Dollar value of the DBE's subcontract that will be subject to non-DBE contractors: \$ _____

Dollar value of the DBE's subcontract that will be sublet to DBE contractors: \$ _____

*If DBE will not be subcontracting any of the work described above, a zero must be shown in each blank.

CERTIFICATION:

The above-named DBE firm certifies that it will perform that portion of the contract with the Bidder or Contracting Firm (as applicable) for the estimated dollar value as stated herein above.

By:

(Signature)

(Title)

(Date)

CITY OF CARBONDALE CONTRACTOR’S DISADVANTAGE WORKFORCE UTILIZATION PLAN

RETURN WITH BID

Part I. IDENTIFICATION

A. The undersigned bidder has analyzed minority, women and disabled population, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection for minority, women, and disabled employee utilization in all job categories in the workforce to be allocated to this contract:

Categories	Total Workforce Projection for Contract							Current Employees
	AA.	Cau.	Hispanic	Other	Disabled	Male	Female	Total
Sheet Metal								
Operator								
Mechanic								
Ironworker								
Carpenter								
Tiler								
Mason								
Plaster								
Painter								
Glazier								
Roofer								
Laborer								
Electrician								
Teamster								
Landscaping								
Pipefitter								
Plumber								
Insulator								

Part II. WORKFORCE PROJECTION

- B. The undersigned bidder projects that the number of hires would be recruited from the area in which the contract project is located; or from the area in which the bidder’s principal office or base of operation is located.
- C. Above is a projection of numbers of persons to be employed directly by the undersigned bidder, as well as, a projection of the number of persons to be employed by subcontractors.

Part III. UTILIZATION PLAN

A. The undersigned bidder understands that in the event of the foregoing disadvantaged workforce utilization projection is determined to be underutilized, and the undersigned bidder is awarded this contract, see section XII of the DBE or Workforce Participation in Contracts for effect of said action.

Company Official Signature & Title: _____ Date: _____

CERTIFICATE OF COMPLIANCE

The undersigned duly qualified _____, acting on behalf of
Title Person Authorized

_____, certifies that _____ has taken
Legal Name of Applicant Applicant

steps to be in compliance with the City of Carbondale’s Policy for Disadvantaged Business
Enterprise and/or Workforce Participants Goals in Contracts requirements. _____
Applicant

agrees to provide proof to the City of Carbondale upon Demand. _____
Applicant

understands that this document is made a part of the Contract and that any false or misleading
information provided, shall result in the disqualification of _____
Applicant

bid, and may result in the disqualification of future bids.

Signature Authorized Person

Date: _____

State of _____ County of _____. This instrument was acknowledged
before me on _____ (date) by _____ (name of
person).

Signature of notary public

(Seal)

RETURN WITH BID WHEN REQUIRED

DBE and/or Workforce Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

We hereby request that the City waive the Disadvantaged Enterprise and/or Workforce Participation Plan (25%) on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code 7- 6- 1.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	An insufficient number of DBEs responded to our invitation to bid. (Attach a list of DBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input type="checkbox"/>	No subcontracting opportunities exist. (Attach explanation)
<input type="checkbox"/>	No disadvantaged workforce is available. (Attach letter of proof)
<input type="checkbox"/>	Other – (State reason and attach explanation)

 Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

The disadvantaged participation goals are waived on this project for the following reason(s) (see City Code Article 7-6-1):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City DBE goal. No Waiver Required

REVIEWED BY:

 Diversity & Compliance Officer Date

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION SUMMARY

Contract Number/Name: _____
 _____ DBE Goal ____%

Name of Subcontractor	Name of Contact Person	Scope of work to be performed	Dollar Amount	Percentage of Dollar Amount of Total Bid

Submitted by: _____
 Print Name

Submitted by: _____
 Signature

Company's Name: _____

Date: _____

Telephone Number: _____

Address: _____



CARBONDALE
All Ways Open

Please read the agreement between **The Egyptian Building and Construction Trades Council and The City Council of the City of Carbondale** carefully to ensure that you understand the requirements before signing this document.

I have read and been informed about the content, requirements, and expectations of the agreement between The Egyptian Building and Construction Trades Council and The City Council of the City of Carbondale. I have received a copy of the agreement and agree to abide by the guidelines as a condition of the awarded contract.

Signature: _____

Printed Name: _____

Date: _____

AGREEMENT BETWEEN THE EGYPTIAN BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS

Section 1. This agreement is entered into between the Egyptian Building and Construction Trades Council and the City of Carbondale, Illinois to facilitate the timely completion of construction projects by the City of Carbondale. It is agreed the parties hereto believe it is in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes. It is the intent of the parties hereto to establish standard working conditions for the harmonious relations between the parties to this agreement, to secure optimum productivity, and to eliminate strikes, lockouts or delays in the performance of construction by the City of Carbondale.

Section 2. The City of Carbondale agrees to include the provisions of the attached Project Labor Agreement, or mutually agreed successor versions, as a part of Requests for Proposal on all City of Carbondale construction projects with a project cost estimated by the City of \$100,000.00 or greater.

Section 3. Any firm, Union affiliated or not, may bid on a City of Carbondale proposed project. Any successful bidder, pursuant to Section 2, must become party to the Project Labor Agreement to be awarded a contract.

Section 4. This agreement applies only to construction projects by the City of Carbondale.

Section 5. The Egyptian Building and Construction Trades Council (EBTC), its member Unions, agents, affiliates, and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in any City of Carbondale project with an estimated cost of \$100,000.00 or greater and projects undertaken by City of Carbondale employees. Any interference, whether lawful or not, shall terminate this agreement.

Section 6. In the event that no qualified bidders bid on a project or portion thereof, the City of Carbondale reserves the right to request new proposals without including the Project Labor Agreement.

Section 7. The EBTC recognizes the City's commitment to employing minority workers to insure that the workforce on City construction projects reflects the demographics of the community. In recognition of this commitment, the EBTC agrees to promote City-led workforce initiatives to improve minority participation in the building and construction trades. The EBTC will also make available remote opportunities for Carbondale residents to apply for recruitment with EBTC members.


Section 8. The term of this Agreement is five (5) years beginning September 1, 2021, and ending August 31, 2026. The Agreement will automatically renew for an additional five (5) year period unless one party notifies the other of their intent in writing by August 1 of the year in which the agreement expires.

AGREEMENT BETWEEN THE EGYPTIAN BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS

This agreement entered into on the 16th of September, 2021

Egyptian Building and Construction Trades Council

City of Carbondale, IL

By: 
Secretary Treasurer


City Manager

EGYPTIAN BUILDING & CONSTRUCTION TRADES COUNCIL
PROJECT LABOR AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between _____ and the Egyptian Building and Construction Trades Council for and on behalf of its affiliates, hereinafter referred to as the Union. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the _____ hereinafter referred to as the Project.

ARTICLE 1 – INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockouts or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon _____ and all its subcontractors (herein jointly referred to as Contractor), who shall be required to sign the Participation Agreement, attached hereto as Schedule A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of the Project Agreement to said subcontractors upon their signing the Participation Agreement. It is accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent in writing by the parties' signatory hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Egyptian Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary.

1.3 It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail, except that the work of the International Union of

Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Agreement, which shall apply to such work.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Egyptian Building and Construction Trades Council (E.B.C.T.C.) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be retroactive to the termination date of the expired CBA.

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the E.B.C.T.C. and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. E.B.C.T.C. affiliates signatory to this Agreement will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, E.B.C.T.C. Representatives, and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the E.B.C.T.C. shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the E.B.C.T.C. no less than one week prior to these meetings, a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK, OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of

work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the E.B.C.T.C. shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft's current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor.

- (a) Shift hours and rates for a two (2) shift operation shall be as follows:

- (1) First Shift - Employees shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.
- (2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

- (b) Shift hours and rates for a three (3) shift operation shall be as follows:

- (1) First Shift - Employees shall be required to work eight (8) hours for eight hours pay plus one-half (1/2) hour unpaid lunch period.
- (2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work seven and one-half (7 1/2) hours for eight (8) hours pay plus one-half

(1/2) hour unpaid lunch period.

(3) Third Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work seven (7) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

- (c) Shifts shall be established and continue for a minimum of five (5) consecutive days.
- (d) If only two shifts are to be worked, the Contractor may regulate starting times of the two shift operation to maximize utilization of daylight hours.
- (e) Any shift which continues indefinitely shall be considered overtime as long as it continues, excluding the first eight (8) hours, should they be regular hours as described above.

4.4 Recognized Holidays shall be as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and the day after, and Christmas Day. Holidays which fall on Sunday shall be observed on the following Monday, Saturday holidays shall be observed on the prior Friday.

ARTICLE V - ABSENTEESIM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE VII- GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions place on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tolls or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsman, a meeting shall be held between the Contractor and the E.B.C.T.C. prior to any involvement on the project by these personnel. The Contractor will inform the E.B.C.T.C. of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.11 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply E.B.C.T.C. with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

ARTICLE VIII- SAFETY

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

- (a) These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the E.B.C.T.C. or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX- SUBCONTRACTORS

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials supplies or equipment and the delivery thereof shall be in no case be considered subcontracting.

ARTICLE X-UNION REPRESENTATION

10.1 Authorized representatives of the E.B.C.T.C. and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each E.B.C.T.C. affiliate which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any

supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

Section 1: This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

Section 2: The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3: Any questions or disputes arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence or the violation; give notice to the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged

grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3r and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of jurisdictional Disputes in the Construction Industry (The "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Egyptian Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOP PAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the E.B.C.T.C., its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The E.B.C.T.C. and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur, the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiable discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the E.B.C.T.C. nor its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the E.B.C.T.C. will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The E.B.C.T.C. in its compliance

with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.