

Council Bill/General Ordinance No. 3053-2023
Sponsors: Alderpersons Schmidt and Timion

AN ORDINANCE

AMENDING Chapter 27, "PURCHASING," Section 27-3100, "COMPETITIVE SEALED BIDDING," of the Moline Code of Ordinances, by repealing subsection (c), "Bid evaluation, recommendation and acceptance," in its entirety and enacting in lieu thereof one new subsection (c), dealing with the same subject matter.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, Chapter 27 of the Moline Code of Ordinances contains the City's procurement policies for Public Works; and

WHEREAS, the City has a compelling interest to award contracts to companies that are highly-qualified, cost-effective, and engaged in the ongoing development of the local workforce; and

WHEREAS, a project labor agreement, which is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project, can ensure the highest standards of quality and efficiency at the lowest responsible cost on Public Works projects while also preventing work stoppages and creating orderly, mutually binding procedures for resolving labor issues; and

WHEREAS, protecting the people, property and business of the City requires hiring contractors who complete their bidding packets accurately, fulfill contracts to specification, and meet the quality of work expectations of the City, its residents and its business owners.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 27, "PURCHASING," Section 27-3100, "COMPETITIVE SEALED BIDDING," subsection (c) "Bid evaluation, recommendation and acceptance," of the Moline Code of Ordinances is hereby amended, by repealing subsection (c) in its entirety and enacting in lieu thereof one new subsection (c), dealing with the same subject matter, which shall read as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

"SEC. 27-3100. COMPETITIVE SEALED BIDDING.

[...]

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(c) Bid evaluation, recommendation and acceptance.

(1) Bids shall be unconditionally received without alteration or correction, except as authorized in the Moline Purchasing Code. Bids shall be evaluated based on the requirements set forth in Moline Code of Ordinances and in the invitation for bids, which may include additional criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, availability of support services, compatibility with existing systems and equipment of the City, and suitability for a particular purpose. The City may also research and consider all publicly available information about the Bidder that is relevant to the published criteria. The criteria may also include information about cost, such as discounts, transportation costs, and total or life cycle costs. Telegraphic, electronic mail, facsimile, or other similar forms of bid submitted shall not be accepted unless specifically permitted by the terms of the invitation for bid. Only bids signed by a person authorized to sign a bid will be accepted. All bids and formal contracts shall be approved as to form by Corporate Counsel. **Any bidder who provides false information in their bid shall be disqualified from receiving any work from the City for one (1) year, starting on the date the false information is discovered.**

(2) For any project for the construction or demolition of any Public Works, where the contract sum equals or exceeds \$75,000, the City shall ~~require~~**consider** all of the following criteria to determine the lowest responsive and responsible bidder, **unless an exception is granted by a two-thirds (2/3) vote of the City Council.** ~~And,~~ therefore, each bidder shall certify or otherwise supply information concerning all of the following:

a. Corporate standing and authority to transact business within the State of Illinois, including but not limited to current registration with the Illinois Department of Revenue, and the Illinois Department of Employment Security.

b. Evidence of compliance with:

i. Federal Employer Tax Identification Number or Social Security Number (for individuals).

ii. "Equal Opportunity Employer" and Sexual Harassment Policy and Training requirements and provisions.

c. Evidence of insurance coverage, including (but not limited to): general liability, workers' compensation, automobile, hazardous occupation, pollution, product liability and professional liability.

d. Participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved and registered with the United States Department of Labor's Office of Apprenticeship and Training (the City may require evidence, including a copy of all applicable apprenticeship standards and agreements for any apprentice(s) who will perform work on the public works project).

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- e. Compliance with all the provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades as covered in the Act.
- f. Disclosure of the names and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of this project.
- g. A copy of the written program for the prevention of substance abuse. Bidder shall also certify that only workers that are enrolled and tested in company-based controlled substance and alcohol testing programs will be allowed to participate on the project.
- h. Statements as to past performances, which shall give an accurate and complete record of all work projects completed in the last three (3) years by the contractor.
- i. The contractor and officers of the contractor disclose any tax lien or delinquency and any lien, determination or judgment concerning the contractor's failure to pay benefits in the last five (5) years.
- j. Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program within the last five (5) years. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and the City may request the bidder provide copies of employees' OSHA cards; failure to produce an employee's OSHA card may result in a determination that the bidder is not a responsible bidder.
- k. Bidder shall commit to employ local workers with strong consideration given to bidders employing residents of the City of Moline and/or the State of Illinois or explain in writing why such a commitment is not feasible or practical.
- l. Bidder provides written record of compliance with State of Illinois Equal Employment Opportunity requirements for public works projects, including the hiring of women and minority workers to perform the contracted work.
- m. Any other factors which are relevant to the determination of a bidder's ability to carry out the requirements of the project in accordance with what may be expected or demanded under the terms of the contract. Where required by State law or the terms of a grant, the ability of the bidder to fulfill MBE/WBE/DBE/VBE requirements may apply.

(3) For any project for the construction or demolition of any Public Works, where the contract sum equals or exceeds \$500,000, the City shall have the contract bid and constructed under the terms of the Illowa Construction Labor and Management Council's IMPACT Agreement, unless an exception is granted by two-thirds (2/3) of the City Council.

a. The terms of the IMPACT Agreement are fully incorporated herein.

b. All contractors performing work under an IMPACT Agreement that falls within the job classifications of the Illinois Department of Labor Prevailing Wage Rate Determinations shall be signatory to the craft listed with such craft classification.

c. All contractors must directly perform at least 51 percent of the services identified in the invitation for bid. Subcontractors, affiliates and/or subsidiaries shall not contribute to the minimum performance percentage required.

d. All contractors acting as construction managers shall secure a bond for the entire project up to \$15 million.

e. Apprentice ratios shall be as provided in each respective craft's local labor agreement.

(34) The Director of Engineering is authorized to develop, on an annual basis, a list of prequalified “responsible bidders” for the purpose of soliciting bids and making a market for the contracts proposed to be let by the City. Following the completion or termination of any contract let under this section, the City Engineer assigned to the Project shall, together with the Director of Public Works, evaluate the performance of the contractor and prepare a written report to the Director of Engineering (that shall also be available to City Council) and the Director of Engineering may consider that report as a preliminary memorandum for the Director’s use in evaluating and updating the list of pre-qualified responsible bidders accordingly. A contractor that is not included on the list of pre-qualified bidders or removed from the list of pre-qualified bidders may appeal the decision of the Director of Engineering to the City Administrator for final determination.

(45) The Director of Engineering shall present all recommendations to disqualify a contractor as “not responsible” for any project let under this Section to the City Administrator who, after consulting with Corporate Counsel, shall make the determination as to whether the bidder is a responsible bidder. Any bidder that the City Administrator determines is not “responsible” may have the right of appeal to the full City Council unless exigent circumstances concerning the timing of the work to be performed that was the subject of the bidding process make such an appeal impractical.

[...]


Section 2 – That if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3 – That all prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

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CITY OF MOLINE, ILLINOIS

DocuSigned by:


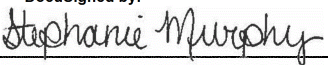
Mayor 19898ED80DCE41E...

November 21, 2023

Date

Passed: November 21, 2023

Approved: December 5, 2023

Attest: 

19898ED80DCE41E
City Clerk

**ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL**

IMPACT™
MEMORANDUM OF UNDERSTANDING
SAMPLE AGREEMENT

MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, **the signatories to this document will provide the following:**

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this **IMPACT** Agreement. Any economic disputes will be handled in accordance with the provisions of Article XIV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-construction meeting as outlined in Article V, shall be scheduled for each **IMPACT** project.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process.

ARTICLE I
RECOGNITION

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an **IMPACT** Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All Contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

ARTICLE II
NON-DISCRIMINATION

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

ARTICLE III
SCOPE OF WORK

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractors signatory to this memorandum.

This Memorandum of Understanding shall apply only to those projects set forth herein:

OWNER: _____

PROJECT: _____

LOCATION: _____

BID DATE: _____

ARTICLE IV
PRE-CONSTRUCTION MEETING

In order to assure that all parties have a clear understanding of the construction project, IMPACT Agreement, and to promote labor and management cooperation, a pre-construction meeting shall be held with all signatory parties and the general contractor or construction manager prior to the start of the project. The general contractor or construction manager will discuss the scope of work, schedule, and specifications of the construction project.

MANDATORY pre-construction meeting outline:

- A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Management Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.
- B. Representatives of the general contractor or construction manager and Tri-City Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE V
UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects, subject to contractor and owner regulations.

ARTICLE VI
WAGES & BENEFITS

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

ARTICLE VII
HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Year's Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. When New Years Day, July 4th, or Christmas Day fall on a Saturday or Sunday the holiday will be observed on Friday or Monday as recognized by the federal government.

ARTICLE VIII
SUPERVISION

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

ARTICLE XV
WORK HOURS PER DAY

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the company and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding

minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

ARTICLE X
SAFETY

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner, company, applicable local or area collective bargaining agreement or applicable safety laws.

ARTICLE XI
APPRENTICES

Apprentice ratios shall be as provided in each respective craft's local labor agreement. The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

ARTICLE XII
HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

ARTICLE XIII
LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

ARTICLE XIV
MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline employees and supervisors for just cause.
5. Transfer, promote or demote employees and supervision.
6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

ARTICLE XV
ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that the bidding contractors, after contacting suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a project specific agreement with the respective craft.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

ARTICLE XVI
ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

ARTICLE XVII
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on _____ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

ARTICLE XVIII
GENERAL SAVINGS CLAUSE

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

**ILLOWA CONSTRUCTION LABOR
AND MANAGEMENT COUNCIL**

OWNER

Co-Chairman -- Labor

Name/Title

Co-Chairman -- Management

GENERAL CONTRACTOR

Name/Title

DATE: _____

