

REGIONAL TARGETING FUND REQUEST FORM

Date: _____

Project Name: _____

Address: _____

Union Contractors
LIST COMPETITORS
Non-Union Contractors

What other Crafts are Targeting, and for how much _____

Bidding as General Contractor? Bidding as Subcontractor? _____
(IF SUBCONTRACTOR, LIST TYPE OF WORK)

Bidding to General? Owner? Other? Name: _____

Total Hours of Work for Laborers _____ = _____ + _____
(Total Hours Applied For) (Hours For Applicant) (Hours For Appl. Subs)

Number of Laborers Needed _____ = _____ + _____
(Total # of Laborers) (Laborers For Applicant) (Laborers For Appl. Subs)

Estimated Duration of Project _____

Approximate Cost of Whole Project \$ _____ Approximate Value of Subcontract \$ _____

Bid Date _____ Approximate Starting Date _____

TOTAL AWARD _____ = HOURS _____ X SUBSIDY PER HOUR _____

This Box for RTF Office Use Only

In applying for the Regional Targeting Fund Subsidy the undersigned agrees that the decision of this application is within the full and complete discretion of the Administrator of "MAROC". The undersigned agrees to adhere to the Rules of the Regional Targeting Fund. The undersigned agrees to waive and release the Regional Targeting Fund from any claim the undersigned may have now or in the future as a result of this application.

Contractor's Name _____

Address _____ City, State Zip

Phone _____ Fax _____

Name (Print) _____ Authorized Signature _____

APPROVED BY: _____

Administrator _____ Director _____

PLEASE RETURN THIS FORM TO: **Regional Targeting Fund** Updated October 30, 2008
FAX: 703-860-1865
PHONE: 703-860-4194 (for more information)
 Email form to bpetruska@malaborers.org

REGIONAL TARGETING FUND RULES

All Contractors requesting a subsidy from the Regional Targeting Fund agree to be governed by the following rules:

- (1) This Regional Targeting Fund ("RTF") subsidy applies only to bargaining unit work performed at the project identified in the Request Form, up to and not to exceed the listed hours and amount. The Contractor shall not be entitled to any additional supplement or subsidies for change orders, modifications or extensions relating to the project.
- (2) Based on written representations made by the Contractor, upon whom the RTF is relying, the RTF will unilaterally determine whether the subsidy will be approved. If so agreed, the RTF agrees to make a grant payment for the hours and in the amount set forth in the Request Form. Only journeymen, apprentices, and/or foremen who are members and remain members in good standing with the Laborers' International Union of North America (LIUNA!) for the duration of the project, hours actually worked on the identified projects are eligible for the subsidy. Hours worked by owners, stockholders, supervisors, or other classifications are not eligible for the subsidy.
- (3) Upon completion of the project, the Contractor must provide complete records, by certified payroll, of laborers man-hours worked, to the RTF for review.
- (4) As a condition for the continued receipt of this subsidy from the RTF, the Contractor agrees to the following terms and conditions:
 - (a) During the term of the "targeted job" specified in paragraph (1) above, the Contractor shall be bound by and will not violate any provisions set forth in its then-effective collective bargaining agreement with the Laborers' District Council. In the event any such violation of the labor contract shall occur or if the contractual relationship should terminate for any reason whatsoever, the provisions of this agreement shall be rendered as null and void.
 - (b) The Contractor agrees that it shall not, during the term in which work is performed by it at the targeted project specified in paragraph (1) hereof, become delinquent in making contributions to any Council Fringe Benefit Fund, and in the event any such delinquency shall occur, this job targeting agreement shall be construed as null and void.
 - (c) The Contractor shall not engage in any misrepresentations on required reporting forms or provide any false and/or misleading information to RTF concerning work performed on the targeted project. Any such misrepresentation and/or submission of false and/or misleading information shall cause this agreement to be rendered null and void.
 - (d) The Contractor agrees that it shall timely provide to the Laborers' District Council Fringe Benefit Funds the monthly reporting forms that designate accurately the number of hours worked by all bargaining unit members working on the targeted project.
 - (e) The Contractor agrees to provide any and all information requested by the RTF in order to verify its request for subsidies on this project.
 - (f) The Contractor agrees that all of its laborers' work on the targeted project, whether done directly, or through a sub-contractor, shall only be done by contractors signatory with the relevant Laborers' District Council.
- (5) The Contractor acknowledges that this agreement is non-binding until the Contractor has received written confirmation from the Mid-Atlantic Regional Target Fund in the form of the signed agreement and confirmation letter from the Regional Target Fund Administrator. The Contractor agrees to retain this written acknowledgment and submit a copy with the reimbursement request.

(6) The Contractor agrees that neither it, nor anyone acting on its behalf, nor any of its employees, agents, representatives, owners, partners, heirs, administrators or assigns, or any other person, shall make or process any claim against RTF, or any of its officers, agents, employees, members, or persons acting for or on behalf of it, for any alleged damage, whether real or perceived, or commence any action, cause of action, chose in action or initiate any legal proceedings of any kind, in any court or any forum, in which the Contractor seeks a recovery of an amount that exceeds the maximum liability that the RTF has agreed to pay under the provisions set forth in paragraph (2) above.

Notwithstanding any other provisions of this agreement, or any provisions in any other contract between the parties, or any law, statute or regulation, of whatsoever kind or nature, the Contractor agrees that, in no circumstance, shall the RTF be required, by virtue of this agreement, to pay to the Employer, or any other per-son or party acting in its behalf, an amount in excess of the maximum liability set forth in paragraph (3) here of with respect to the specified targeted project.

(7) These rules may only be amended by a document duly executed by both parties and which contains, on behalf of the RTF, the signature of the Administrator of the Mid-Atlantic Regional Organizing Coalition ("MAROC"). In addition, the parties understand that this agreement, and any commitments by the RTF, shall only be valid if signed and approved by the RTF Administrator.

Name of Project: _____

Local with Territorial Jurisdiction: _____

FOR THE EMPLOYER:

Complete Corporate Name of Employer _____

Signature of Authorized Representative _____ Date: _____

Name (Printed) Title

FOR THE MID-ATLANTIC REGION TARGETING FUND:

Administrator

Director