

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
DECEMBER 14, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Grant Agreement: Compressed Natural Gas (CNG) Fueling Station Improvements	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a grant agreement between the Village and the Gas Technology Institute. The grant agreement allocates federal funds to Downers Grove for improvements to the CNG fueling station including increased fuel storage capacity, a higher capacity fuel dispenser and a new fuel site access controller.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities* and *Steward of Financial & Environmental Sustainability*.

**FISCAL IMPACT**

The approved FY11 budget includes \$131,000 in the Fleet Services Fund for this project. The grant agreement provides for \$65,000 in federal funding for a net cost to the Village of \$66,000.

**RECOMMENDATION**

Approval on the December 14, 2011 consent agenda

**BACKGROUND**

The Village has been awarded a grant from the City of Chicago’s Department of Environment, in partnership with the Chicago Area Clean Cities Coalition and the Gas Technology Institute as part of a proposal for the Clean Cities Petroleum Reduction Technologies Project by the United States Department of Energy (USDOE). The goal of the program is to fund projects that have an impact on advancing the use of alternative fuels in the Chicago area.

Grant funds would be utilized to update the Village’s existing CNG fueling station. Fuel storage capacity would double, which would support a greater number of natural gas powered vehicles as well as larger vehicles such as snow plow trucks. A new high capacity dispenser is also part of the project and would double the number of vehicles that can be fueled at any given time. Further, the project would include a new fuel site access controller. This controller would automate access to the fuel site and through radio frequency identification (RFID) technology that would capture vehicle identification, current mileage, fuel quantity and other information that will improve the efficiency of the Village’s fleet maintenance operation.

**ATTACHMENTS**

- Resolution
- Grant Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A SUB-AWARDEE  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THE INSTITUTE OF GAS TECHNOLOGY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Sub-Awardee Agreement (the “Agreement”), between the Village of Downers Grove (“Sub-Awardee”) and the Institute of Gas Technology d/b/a Gas Technology Institute (“GTI”), for improvements to the CNG Fueling Station, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



November 17, 2010

Ms. Kathleen DesMarteau  
Grant Coordinator  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

Subject: Sub-Awardee Agreement S187

Dear Ms. DesMarteau:

Enclosed are two original copies of the subject agreement signed on behalf of GTI. Once both documents are signed by the Village of Downers Grove (VDG), please return a fully-executed copy to my attention for GTI's records. Please include a date of execution and effective date on pages 1 and 2 of the Agreement.

Please e-mail or fax a signed PDF copy of the signature page once executed by VDG .

GTI looks forward to working with VDG on this project.

Sincerely,

A handwritten signature in black ink that reads "Fred M. Vitalo". The signature is written in a cursive, flowing style.

Fred M. Vitalo

Director, Contract Services

Phone (847) 768-0761

Fax (847) 768-0984

fred.vitalo@gastechnology.org



**SUB-AWARDEE AGREEMENT**

This AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2010 (this Agreement) between INSTITUTE of GAS TECHNOLOGY dba GAS TECHNOLOGY INSTITUTE, an Illinois not-for-profit corporation, with offices located at 1700 S. Mount Prospect Road, Des Plaines, IL 60018 ("GTI"), and Village of Downers Grove with offices located at 801 Burlington Avenue, Downers Grove, Illinois 60515 ("SUB-AWARDEE").

**WITNESSETH:**

WHEREAS, GTI is organized for scientific and educational purposes, including the conduct of programs of research and development in the general areas of production, transmission, storage, distribution, utilization and conservation of natural and manufactured gases and related products; and

WHEREAS, GTI has entered into a Grant Agreement dated June 24, 2010 with the City of Chicago acting through its Department of the Environment ("SPONSOR") under Government Prime Contract No DE-EE002541 for the Chicago Area Alternative Fuels Deployment Project, CFDA No.81.086, CFDA No. Title "Conservation Research and Development" (the "Clean Cities Project") with the United States Department of Energy ("FEDERAL FUNDER"); and

WHEREAS, GTI desires to subcontract a portion of the work called for under the Grant agreement and the SUB-AWARDEE is willing to perform that work; and

WHEREAS, SUB-AWARDEE has represented that it is equipped and qualified to perform said work; and

WHEREAS, GTI desires to contribute to the cost of research and services by SUB-AWARDEE in connection with the work (as hereinafter defined), and to obtain and have the results disseminated for the benefit of the public; and

NOW, THEREFORE, the parties agree that SUB-AWARDEE shall furnish the materials, facilities, equipment, personnel, services, and all other necessary and related items for the performance of the program, all as more fully set forth in the following attachments to this Agreement, which are hereby made part of this Agreement:

- I. The Schedule, Including the SUB-AWARDEE's Scope of Work attached therein as Exhibit A
- II. Exhibit B, FEDERAL FUNDER Special Terms and Conditions
- III. Exhibit C, Payment Requisition Form, Electronic Fund Transfer Form, and IRS W-9 Form
- IV. Exhibit D, EEO/AA Certificate of Compliance Form
- V. Exhibit E, Quarterly Report Form
- VI. Exhibit F, Davis Bacon Wage Determination – Cook and Du Page Counties, Illinois
- VII. Exhibit G, Property Certification Form

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

INSTITUTE OF GAS TECHNOLOGY  
dba GAS TECHNOLOGY INSTITUTE

By: Fred M. Vitalo  
signature

Fred M. Vitalo  
Director, Contract Services

VILLAGE OF DOWNERS GROVE

By: \_\_\_\_\_  
signature

\_\_\_\_\_  
Name and Title of Signer

## SCHEDULE

### 1. SCOPE OF WORK

- 1.1 SUB-AWARDEE shall perform the Scope of Work applicable to the SUB-AWARDEE as set forth in and substantially in accordance with SUB-AWARDEE's Scope of Work attached hereto as Exhibit A and is incorporated herein by reference (the "Scope of Work").
- 1.2 GTI will provide services to assist SUB-AWARDEE, as applicable, in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.
- 1.3 SUB-AWARDEE warrants that the performance of the Scope of Work pursuant to this Agreement shall be done in a safe, proficient and professional manner and shall conform to the highest standards. SUB-AWARDEE shall adhere to all local, state and federal laws and regulations and ordinances applicable to the Scope of Work. Furthermore, SUB-AWARDEE shall obtain agreements to effectuate the provisions of this Agreement from all persons in its employ who perform any part of the Scope of Work under this Agreement.
- 1.4 Changes to the Scope of Work shall be made as directed by GTI or as necessary to comply with the SPONSOR and/or FEDERAL FUNDER requirements of the Clean Cities Project.

### 2. PERIOD OF PERFORMANCE

- 2.1 SUB-AWARDEE shall complete the Scope of Work in accordance with the following schedule:
  - (a) Effective Date - , 2010
  - (b) Work Completion Date - December 20, 2013
  - (c) Final Deliverables Submission Date - January 20, 2014

### 3. COSTS AND PAYMENTS

- 3.1. GTI shall fund the SUB-AWARDEE an aggregate amount of costs incurred not to exceed Sixty-five Thousand Dollars US (\$65,000.00 US) which amount shall be the "Agreement Cost Limitation". In addition, SUB-AWARDEE is obligated to provide Sixty-six Thousand Dollars US (\$66,000.00 US) in cost share.
  - 3.1.1 By being reimbursed for expenses with federal funds pursuant to this SUB-AWARDEE Agreement, SUB-AWARDEE agrees to be liable for its percentage share of cost share dollars identified in Section 3.1 above, even if this Agreement is terminated early or is not funded to its completion. Failure to provide the cost sharing required by this Section 3, may result in the subsequent recovery by GTI of some or all of the federal funds provided by GTI under this SUBAWARDEE Agreement.
  - 3.1.2 SUB-AWARDEE understands that the SPONSOR and FEDERAL FUNDER's regulations require SUB-AWARDEE to maintain internal documentation of cost share expenses related to this Agreement and that records of such expenses be maintained separately from SUB-AWARDEE's other expenses. SUB-AWARDEE agrees to submit statements of its cost share expenditures to GTI as supporting documentation with the Payment Requisition Form attached hereto as Exhibit C. Travel related expenses are to be itemized separately. By signing the Payment Requisition Form, SUB-AWARDEE certifies it did in fact incur the described cost share expenditures.

- 3.1.3 Any pre-award costs incurred by SUB-AWARDEE after August 24, 2009 and prior to the Effective Date of this Agreement in connection with the Clean Cities Project shall be included on the first Payment Requisition Form submitted by the SUB-AWARDEE for Scope of Work performed.
- 3.1.4 GTI shall pay SUB-AWARDEE upon approval by GTI's Technical Representative of SUB-AWARDEE's Payment Requisition Form and upon payment by SPONSOR of GTI's Payment Requisition Form which includes SUB-AWARDEE's costs incurred for Scope of Work performed. No payment can be made to the SUB-AWARDEE until GTI is in receipt of payment from the SPONSOR for Scope of Work performed.
- 3.2 Payment Requisition Forms shall be submitted to GTI by the fifth day of each month for costs incurred with such supporting documentation as required by GTI for Scope of Work performed, which shall include a breakdown of direct and indirect costs incurred on a current and cumulative basis, detailed written explanation of the actual services performed, the labor dollars (including hours and rates by labor category) incurred for such services, and the associated expenses with copies of vendor receipts associated with travel, materials, supplies and each item of property. Property supporting documentation shall also include the make, manufacturer, description, model number, serial number, Vehicle Identification Number (VIN), acquisition cost, acquisition date, and general location of the property purchased (as applicable to the specific equipment or vehicle purchase). Payments to SUB-AWARDEE shall not be made more often than once a month and shall be contingent upon GTI's acceptance of SUB-AWARDEE's Payment Requisition Form (Exhibit C) and supporting documentation prepared in accordance with this section, any required Deliverables covering the Scope of Work and SPONSOR's payments to GTI. In addition, SUB-AWARDEE shall provide the same supporting documentation as described above for all cost sharing incurred and reported by SUB-AWARDEE on a current and cumulative basis on the Payment Requisition Forms.
- 3.2.1 SUB-AWARDEE's acceptance of payment under the Final Payment Requisition Form submitted shall constitute and operate as a release of GTI (including GTI's respective officers, agents and employees) by SUB-AWARDEE for any and all claims against and liability of GTI that SUB-AWARDEE, its representatives and assigns might otherwise have or assert arising out of the performance of the Scope of Work under this Agreement.
- 3.2.2 As GTI is required to have an IRS Form W-9 on file for all vendors to which payments are made, SUB-AWARDEE must submit a completed W-9 Form along with an Electronic Fund Transfer Form by fax to GTI's Purchasing Department at 847-768-0750 or by email to [PURCHASING@GASTECHNOLOGY.ORG](mailto:PURCHASING@GASTECHNOLOGY.ORG) prior to GTI paying any Payment Requisition Forms under this Agreement. All Payment Requisition Forms and supporting documentation shall be mailed to GTI's Accounts Payable Department (address below).

GAS TECHNOLOGY INSTITUTE  
1700 South Mount Prospect Road  
Des Plaines, Illinois 60018  
Attn: Accounts Payable Department  
Reference: Agreement No. S187

4. REIMBURSEMENT OF FUNDS

The SUB-AWARDEE shall return to GTI any funds paid to the SUB-AWARDEE determined to be unallowable by an audit of SUB-AWARDEE's records. If the SUB-AWARDEE fails to return funds deemed unallowable, GTI may deduct the appropriate amount from subsequent

payments due to the SUB-AWARDEE from GTI. GTI also reserves the right to recover such funds by any other legal means including litigation if necessary.

The SUB-AWARDEE shall be responsible for reimbursement to GTI for any disbursed funds, which are determined by GTI, the SPONSOR or FEDERAL FUNDER to have been misused or misappropriated. GTI may also require reimbursement of funds if GTI, the SPONSOR or FEDERAL FUNDER determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by GTI, with or without termination, shall be due within forty-five (45) days after giving written notice to the SUB-AWARDEE.

5. ALLOWABLE COST

5.1 Payment of Direct and Indirect Costs

5.1.1 The SUB-AWARDEE's cost shall be determined on the basis of the SUB-AWARDEE's normal accounting procedures and shall be in accordance with generally accepted accounting principles consistently applied and applicable cost principles referenced in Exhibit B, FEDERAL FUNDER Special Terms and Conditions. The SUB-AWARDEE's costs shall include all costs, direct and indirect, incurred in performance of the Scope of Work or reasonably incidental to such performance as identified in Exhibit A, Scope of Work.

6. EXAMINATION OF RECORDS

The SUB-AWARDEE agrees that GTI, the SPONSOR and FEDERAL FUNDER shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the SUB-AWARDEE's premises any pertinent records (including electronic records) of the SUB-AWARDEE in connection with this Agreement. Similarly, GTI, the SPONSOR and FEDERAL FUNDER shall have access at any time to examine, audit, test and analyze any and all physical property subject to this Agreement. If a record is stored in an electronic format, the SUB-AWARDEE shall provide copies of these materials in the electronic format as may be requested. Such records shall be retained by the SUB-AWARDEE for no less than three years following final payment on the Agreement (whether such payment is the result of expiration, cancellation or termination).

The minimum types of financial records for the Scope of Work consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for equipment purchased to carry out the project scope; 4) Documentation and substantiation of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs and 7) Records which support use of Clean Cities Project funds. The SUB-AWARDEE must maintain sufficient segregation of project accounting records from other projects or programs.

7. TECHNICAL DIRECTION

7.1 SUB-AWARDEE's performance of the Scope of Work shall be under the general technical direction of GTI's Technical Representative, who is Mr. Ted Barnes. GTI, at anytime, may designate a new or alternate Technical Representative by written notice to SUB-AWARDEE from GTI's Contract Services Representative.

7.2 GTI's Contract Services Representative shall be the only individual within GTI authorized on behalf of GTI to make changes in or amendments to this Agreement, including but not limited to, changes in the Scope of Work, period of performance, and cost.

8. DELIVERABLES

8.1 SUB-AWARDEE shall prepare and submit to GTI deliverables as specified in SUB-AWARDEE’s Scope of Work (attached as Exhibit A), Quarterly Report Form (attached as Exhibit E) and set forth below (“Deliverables”), which shall be updated from time to time as necessary. Any required Deliverables shall be in a format acceptable to the GTI Technical Representative.

8.2 Deliverable Due Dates

The following table documents the dates that the required Deliverables will be submitted to the GTI Representative. Reporting requirements detailed below are subject to changes by GTI, the SPONSOR, and FEDERAL FUNDER throughout the period of performance. Compliance with any changes to reporting is required.

<b>Deliverable</b>	<b>Due Date to GTI</b>
Quarterly Report (reference Exhibit E)	3rd day after quarter's end
Special Status Report (reference Section 8.3)	As soon as possible after special event
Property Certification (reference Section 8.7)	30th day after expiration or termination of Agreement
Marketing and Training Documentation (reference Exhibit A)	15th day after event

Table 1-Deliverables Reporting Schedule

If any due date is not on a business day, such Deliverable shall be due on the preceding business day. Deliverables shall be filed, as necessary, until the expiration of the Term of this Agreement.

8.3 Special Status Reports

A report is required (via email) as soon as possible after any of the following events occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award or which may require GTI, the SPONSOR or the FEDERAL FUNDER to respond to questions relating to such events from the public. Report on any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
  - b. Any significant environmental permit violation.
  - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
  - d. Any incident which causes a significant process or hazard control system failure.
  - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
  - f. Any damage to Government-owned equipment in excess of \$50,000.
  - g. Any other incident that has the potential for high visibility in the media.

8.4 Any change to the Deliverable requirements shall require approval by GTI’s Technical Representative and may require a formal change or amendment authorized by GTI’s Contract Services Representative.



- 8.5 The following legal notice shall be affixed to each Deliverable furnished by SUB-AWARDEE to GTI pursuant to this Section 8:

"LEGAL NOTICE

THIS REPORT WAS PREPARED BY ('SUB-AWARDEE') AS AN ACCOUNT OF WORK SPONSORED BY GAS TECHNOLOGY INSTITUTE ('GTI') AND THE CITY OF CHICAGO ('SPONSOR') AND US DEPARTMENT OF ENERGY ("FEDERAL FUNDER"). NEITHER GTI, MEMBERS OF GTI, SPONSOR, FEDERAL FUNDER, NOR ANY PERSON ACTING ON BEHALF OF ALL OR ANY OF THEM:

A. MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION CONTAINED IN THIS REPORT, OR THAT THE USE OF ANY INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED IN THIS REPORT MAY NOT INFRINGE PRIVATELY-OWNED RIGHTS, OR

B. ASSUMES ANY LIABILITY WITH RESPECT TO THE USE OF, OR FOR ANY AND ALL DAMAGES RESULTING FROM THE USE OF, ANY INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED IN THIS REPORT."

8.6 Guaranteed Deliverables

Notwithstanding any provision of this Agreement to the contrary, SUB-AWARDEE shall complete the Scope of Work in such a manner so as to guarantee to GTI the submission of acceptable Deliverables under this Agreement.

8.7 Closeout Deliverable  
Property Certification

The SUB-AWARDEE must provide GTI the Property Certification, including the required inventories of non-exempt property, attached hereto as Exhibit G.

9. INSURANCE REQUIREMENTS

- 9.1 SUB-AWARDEE shall provide at SUB-AWARDEE's own expense, and shall cause all lower-tier subcontractors to provide at their own expense during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

9.1.1 Insurance to Be Provided

A. Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

B. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Sponsor and GTI are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Scope of Work.

C. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Scope of Work to be performed, Automobile Liability Insurance shall be provided with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Sponsor and GTI are to be named as an additional insured on a primary, non-contributory basis.

D. Professional Liability

When any architects, engineers, construction managers, or any other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

E. Valuable Papers

When any media, data, financial records, books and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

F. Builders' Risk

When any construction is undertaken, All Risk Builders Risk Insurance must be provided at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverage must include but is not limited to the following: material stored off-site and in-transit, equipment breakdown, flood, water including overflow, leakage, sewer backup, or seepage, collapse, debris removal, loss resulting from faulty workmanship or materials, testing and mechanical-electrical breakdown or failure. The Sponsor and GTI are to be named as an additional insured and loss payee.

G. Garage Liability

When Scope of Work encompasses performance of any labor on vehicles, Garage Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The Sponsor and GTI are to be named as an additional insured.

H. Contractor's Pollution Liability

When any Scope of Work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Scope of Work performed with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start date of the Scope of Work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Sponsor and GTI are to be named as an additional insured.

I. Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Railroad Protective Liability Insurance must be provided with respect to the operations being performed in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad as applicable for losses arising out of injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof.

9.1.2 Additional Requirements

SUB-AWARDEE will furnish GTI, prior to the execution of this Agreement, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. SUB-AWARDEE shall submit evidence of insurance on the SPONSOR Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by SUB-AWARDEE, GTI or the SPONSOR that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of GTI to obtain certificates or other insurance evidence from SUB-AWARDEE shall not be deemed to be a waiver by GTI and the SPONSOR. SUB-AWARDEE shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve SUB-AWARDEE of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and GTI retains the right to not enter into an Agreement with the SUB-AWARDEE, stop work until proper evidence of insurance is provided, or terminate the Agreement.

The insurance shall provide for 60 days prior written notice to be given to GTI in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by SUB-AWARDEE.

SUB-AWARDEE agrees that insurers shall waive their rights of subrogation against GTI, the SPONSOR, and the FEDERAL FUNDER its employees, elected officials, agents, or representatives.

SUB-AWARDEE expressly understands and agrees that any coverages and limits furnished by SUB-AWARDEE shall in no way limit SUB-AWARDEE's liabilities and responsibilities specified within the Agreement documents or by law.

SUB-AWARDEE expressly understands and agrees that any insurance or self insurance programs maintained by GTI and the SPONSOR shall not contribute with insurance provided by SUB-AWARDEE under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

SUB-AWARDEE shall require all lower-tier subcontractors to provide the insurance required herein or SUB-AWARDEE may provide the coverages for its lower-tier subcontractors. All lower-tier subcontractors shall be subject to the same insurance requirements of SUB-AWARDEE unless otherwise specified herein.

If SUB-AWARDEE and its lower-tier subcontractor desire additional coverages, SUB-AWARDEE and its lower-tier subcontractor shall be responsible for the acquisition and cost of such additional protection.

The SPONSOR Risk Management Department maintains the right to modify, delete, alter or change these requirements.

10. INDEMNIFICATION

- 10.1 SUB-AWARDEE agrees to and hereby indemnifies and saves GTI, the SPONSOR and FEDERAL FUNDER harmless from and against any and all claims of any kind, including but not limited to liability for injury to persons or damage to property, including environmental damage, arising out of the Scope of Work done under this Agreement, including any and all expenses, costs, attorney's fees, settlements, judgments or awards incurred by GTI and/or SPONSOR in the defense of any such claim or lawsuit.
- 10.2 SUB-AWARDEE shall ensure that all lower-tier subcontracts issued under this Agreement shall provide that any such lower-tier subcontractor agrees to indemnify and save GTI, SPONSOR and FEDERAL FUNDER harmless from and against any and all claims of any kind, including but not limited to liability for injury to persons or damage to property, including environmental damage, arising out of the Scope of Work done under any such lower-tier subcontracts including any and all expenses, costs, attorney's fees, settlements, judgments or awards incurred by GTI and/or SPONSOR in the defense of any such claim or lawsuit.
- 10.3 This indemnification shall survive the termination or expiration of this Agreement.
- 10.4 SUB-AWARDEE shall promptly provide, or cause to be provided, to GTI copies of all notices that SUB-AWARDEE may receive of any Action that may be given or filed in connection with SUB-AWARDEE's performance, or the performance of any lower-tier sub-awardee or subcontractor of SUB-AWARDEE, and for which GTI, SPONSOR and FEDERAL FUNDER is entitled to indemnification under this Agreement and to give GTI, SPONSOR and FEDERAL FUNDER authority, information, and assistance for the defense of any Action.

11. TERMINATION

- 11.1 GTI may terminate this Agreement at anytime by providing written notice to the SUB-AWARDEE. In the event of such termination, GTI shall reimburse SUB-AWARDEE for all actual costs and non-cancelable commitments (as such term is defined in 10 CFR 600.162 (c) (1)) incurred in the performance of the Agreement up through the effective date of termination.

The foregoing notwithstanding, any obligations relating to confidential information, insurance, indemnification and audit of records as provided for under this Agreement will survive the termination of this Agreement.

- 11.2 Prior to termination for default, GTI shall give its notice of intent to terminate 30 days prior to termination and shall state the nature of the default. In the event SUB-AWARDEE does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, SUB-AWARDEE shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.
- 11.3 GTI may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.
- 11.4 Notwithstanding anything to the contrary, this Agreement is subject to the appropriation and availability of SPONSOR funds. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period by the SPONSOR, GTI shall notify SUB-

AWARDEE of such occurrence and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated by the SPONSOR are exhausted.

12. CONFIDENTIAL INFORMATION

12.1 The parties contemplate that, in the performance of the Scope of Work, either party may furnish the other confidential information which is generally related to the subject matter of this Agreement, but was developed apart from this Agreement. Such confidential information shall be held in confidence by the receiving party, shall not be published in any form, shall not be used, and shall not be discussed with or disseminated to any individual or organization other than the parties. Such terms shall apply for a period commencing upon the execution of this Agreement and extending five (5) years after the Work Completion Date of this Agreement and shall not apply to information:

- (a) which is not in writing and clearly marked "Confidential". Information transmitted orally or visually may be classified as information pursuant to this provision by so designating at the time of disclosure, followed by a subsequent reduction to writing and submission to the receiving party within thirty (30) days from the date of initial disclosure;
- (b) which is already in the possession of the receiving party or its employees at the time of disclosure as evidenced by prior written documentation;
- (c) which now or hereinafter comes into the public domain without breach of this Agreement;
- (d) which the receiving party rightfully receives from third parties without obligation of confidentiality;
- (e) which is approved by the disclosing party's written authorization for use or release by the receiving party;
- (f) which is required to be disclosed by an order of court of competent jurisdiction or public access counselor, subject to timely notice being given to the disclosing party for purposes of intervention and a request of the court by the receiving party for a form of protective order against further disclosure.

13. PUBLICITY RELEASES

13.1 No news releases, advertising or promotional releases that mention GTI, relating to this Agreement or the Scope of Work hereunder, shall be issued by SUB-AWARDEE without the prior written approval of GTI's Contract Services Representative. Such approval shall not be unreasonably withheld. Any inquiry SUB-AWARDEE receives from news media concerning this Agreement must be referred to the GTI Technical Representative for coordination prior to response.

14. INDEPENDENT CONTRACTOR

14.1 SUB-AWARDEE shall at all times be an independent contractor to GTI. SUB-AWARDEE shall exercise its own professional judgment and skill. Nothing herein is intended nor shall it create a joint venture or partnership between the parties.

15. INSPECTION AND ACCEPTANCE

15.1 Final inspection and acceptance of all Deliverables required by this Agreement will be accomplished by GTI's Technical Representative.

16. DELIVERY INSTRUCTIONS

16.1 All Deliverables specified under this Agreement shall be prepared in accordance with the terms of this Agreement and delivered to:

GTI's Technical Representative  
Gas Technology Institute  
1700 South Mount Prospect Road  
Des Plaines, Illinois 60018

17. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

17.1 SUB-AWARDEE hereby certifies that it and its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (i) of this Section 17;
- (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (v) Are in compliance with the Code of Business Ethics and Conduct as required under the Government's FAR Subpart 3.10.

17.2 SUB-AWARDEE shall attach an explanation to this Agreement in the event it is unable to certify any of the statements in Section 17.1.

18. PROPERTY

18.1 In the course of performance of this Agreement, SUB-AWARDEE may only acquire and direct charge to this Agreement such facilities, equipment (including office equipment), furniture, fixtures, or other real or personal property items as have been included in SUB-AWARDEE's Scope of Work and approved by GTI. Property to be purchased that is not set forth in SUB-AWARDEE's Scope of Work will require written approval from GTI's authorized Technical Representative. Property to be purchased under this Agreement must meet the approval of the SPONSOR and be subject to the PROPERTY clause included in Exhibit B, FEDERAL FUNDER Special Terms and Conditions.

19. LOWER-TIER AGREEMENTS

19.1 SUB-AWARDEE shall flow-down the terms this Agreement including, but not limited to, the FEDERAL FUNDER Special Terms and Conditions attached as Exhibit B in any lower-tier subcontract(s), and shall not contain any provision which would conflict with the provisions of

this Agreement. Any deviations or changes to any provisions of the lower-tier subcontract(s) requires GTI's approval.

20. CONFLICTS OF INTERESTS

- (a) SUB-AWARDEE represents that, to the best of its knowledge and belief, it does not have any conflicts of interest related to this Agreement other than those disclosed in writing to GTI in advance of this Agreement.
- (b) SUB-AWARDEE agrees that if, after award, it discovers conflicts of interest with respect to this Agreement, it shall make an immediate and full disclosure in writing to GTI which shall include a description of the action which SUB-AWARDEE has taken or proposes to take to avoid or mitigate such conflicts.
- (c) Except as otherwise authorized in writing by GTI, SUB-AWARDEE will insert into all subcontracts provisions making this section applicable to the subcontractor and its employees.

21. ASSIGNMENT

- 21.1 This Agreement, including the rights and duties contained herein, may not be assigned, in whole or in part, by SUB-AWARDEE without the prior written consent of GTI.

22. GENERAL PROVISIONS OF THE SUBCONTRACT

- 22.1 By execution of this Agreement, SUB-AWARDEE specifically acknowledges that the Agreement is funded, in part, under the American Recovery and Reinvestment Act (the "Recovery Act) of 2009 (March, 2009), and as such is subject to the requirements of the Recovery Act. SUB-AWARDEE and its lower-tier subcontractors shall comply with all requirements of Exhibit B FEDERAL FUNDER Special Terms and Conditions; 10 CFR Part 600; and the Recovery Act, applicable to this Agreement, including but not limited to all applicable recordkeeping sufficiently segregated from SUB-AWARDEE's other agreements and/or projects and reporting requirements. SUB-AWARDEE shall comply with the FEDERAL FUNDER Special Terms and Conditions contained in Exhibit B, applicable to SUB-AWARDEE, which are hereby incorporated and made a part hereof. The term Recipient used in Exhibit B shall mean SUB-AWARDEE for purposes of this Agreement.

23. COMPLIANCE WITH A-133 AUDIT REQUIREMENT

- 23.1 In accordance with the Government's A-133 audit requirement for institutions of higher education and other non-profit institutions, SUB-AWARDEE shall provide to GTI, on an annual basis, a copy of its most recent A-133 audit and notify GTI of any adverse findings which impact this subcontract. Such copy shall be filed and maintained by GTI throughout the duration of this subcontract. The federal award information (government contract number, CFDA number and title, etc.) for this subcontract is identified in the second Whereas clause on page one of this Agreement. SUB-AWARDEE certifies to GTI that it complies with OMB Circular A-133 Compliance Supplement which includes applicable sections Part 3 - Compliance Requirements, Part 4 - DOE Compliance Requirements, Part 5 - Clusters of Programs (R&D Section) and Part 6 - Internal Controls.

24. EEO CERTIFICATE REQUIREMENT

- 24.1 GTI requires that all SUB-AWARDEES providing services to GTI indicate their acceptance and compliance to the U.S. Government's Presidential Executive Order No. 11246 requirement by signing the EEO/AA Certificate of Compliance, hereto attached as Exhibit D, and submitting it to GTI's Contract Services Representative.

25. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The SUB-AWARDEE shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing Clean Cities Project funds.

26. FAILURE TO PERFORM

GTI reserves the right to suspend payment of funds and/or terminate this Agreement if required Deliverables are not provided to GTI on a timely basis or if performance of contracted activities is not evidenced. GTI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required Deliverables or if performance of contracted activities is not evidenced in whole or in part.

The SUB-AWARDEE's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by GTI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

27. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

28. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by GTI, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the SUB-AWARDEE has completed, and is in compliance with, all of its requirements.

29. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

30. GOVERNING LAW

30.1 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois and, as applicable, Federal Law.

31. COMPLIANCE WITH STATUTES AND OTHER PROVISIONS

31.1 SUB-AWARDEE hereby agrees to comply with any and all applicable statutes, regulations, Executive Orders, and contract and/or grant provisions, including the FEDERAL FUNDER Special Terms and Conditions (Exhibit B). SUB-AWARDEE shall ensure that all lower-tier subcontracts issued under this Agreement shall provide that any such lower-tier subcontractor agrees to comply with any and all applicable statutes, regulations, Executive Orders and contract and/or grant provisions, including, but not limited to, the FEDERAL FUNDER Special Terms and Conditions (Exhibit B).

32. NO BUSINESS RELATIONSHIP WITH CITY ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter



involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) of the Municipal Code of Chicago by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated hereby, shall be grounds for termination of this Agreement and the transactions contemplated hereby. SUB-AWARDEE hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) of the Municipal Code of Chicago has occurred with respect to this Agreement or the transactions contemplated hereby.

33. HEADINGS

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

34. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

35. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, express or implied, relating to the subject matter contained in this Agreement. This Agreement may not be altered, amended, or modified except by written instrument signed by the authorized signatory of GTI and the SUB-AWARDEE.

36. ORDER OF PRECEDENCE

36.1 In the event of any conflict between the terms of this Agreement and certain of the Exhibits hereto, no term contained in this Agreement shall be given effect if it is in conflict with the Clean Cities Project. The following order of precedence shall be used as guidance in resolving such conflict:

- Exhibit B: FEDERAL FUNDER Special Terms and Conditions  
Schedule including Exhibit A: SUB-AWARDEE's Scope of Work
- Exhibit C: Payment Requisition Form, Electronic Fund Transfer Form and W-9 Form
- Exhibit D: EEO/AA Compliance Certification Form
- Exhibit G: Property Certification Form
- Exhibit F: Davis Bacon Wage Determination – Cook and Du Page Counties, Illinois
- Exhibit E: Quarterly Report Form

END OF SCHEDULE

**Exhibit A**

**Scope of Work**

See Attached.

**Exhibit B**

**Federal Funder Special Terms and Conditions**

See Attached.

**Exhibit C**

**Payment Requisition Form,  
Electronic Fund Transfer Form, and IRS W-9 Form**

See Attached.

**Exhibit D**

**EEO/AA Certificate of Compliance**

See Attached.

**Exhibit E**

**Quarterly Report Form**

See Attached.

**Exhibit F**

**Davis Bacon Wage Determination  
Cook and DuPage Counties, Illinois**

See Attached.

**Exhibit G**

**Property Certification**

See Attached.



**EXHIBIT A  
Scope of Work**

**1.0 Infrastructure Deployment**

**1.1 Procurement**

The Clean Cities Project grant funds allocated for the SUB-AWARDEE's Infrastructure deployment are \$65,000 with a corresponding cost share commitment by the SUB-AWARDEE of \$66,000 (detailed below). All procurements must meet the descriptions below, the requirements of this Agreement and the FEDERAL FUNDER's Special Terms and Conditions. Any procurement not detailed below must receive prior authorization by GTI's Technical Representative. Infrastructure (detailed herein) shall allow for public and/or shared fleet access and must be procured, installed, and put into service by 12/20/2011.

**1.2 Location**

The fueling station will be installed at 5101 Walnut Ave, Downers Grove, IL.

**1.3 Fueling Station Equipment and Services**

The following tables describe the Infrastructure equipment and services that will be procured under this Agreement. All equipment and installations must meet applicable codes.

<b>Equipment</b>	<b>Description with Nominal Capacity</b>
Storage	ASME storage vessels with approx. 12,000 scf capacity at 5,000 psig
Dispenser	One (1) Dual-hose, Dual-pressure (3000/3600 psig) dispenser
Card Reading System	Upgrade/New Card Reader System for public/shared access

**Table 2-Infrastructure Equipment Details**

<b>Service</b>	<b>Description</b>
Site Preparation	Site preparation including (but not limited to) grading/excavating, trenching, backfilling, paving, landscaping, etc.
Equipment Pads	Concrete pads for the storage and dispensing equipment
Protection	Concrete bollards and/or guard rails to protect equipment as required by code
Mechanical Installation	Mech. installation including (but not limited to) equipment placement, crane lifting, anchoring, piping, tubing, connections, etc.
Electrical Installation	Elec. installation including (but not limited to) conduit and wiring, connections, seal-offs, ESD system, electrical boxes, etc.

Extension of Utilities	Extend natural gas, phone, and/or electrical services as necessary
Shipping and Delivery	Shipping and Freight charges for station equipment to the station location
Engineering Services	Services include (but are not limited to) project management, site design, drawings, permits, etc.
Start-Up and Training	Services include (but are not limited to) station start-up services, training of necessary personnel, operations and maintenance manuals, spare parts lists, etc.

**Table 3-Infrastructure Service Details**

**1.4 Data Collection and Reporting**

GTI will report to the SPONSOR on the required programmatic information and Infrastructure data that will be prepared and collected by the SUB-AWARDEE as described in Section 8 of this Agreement and in Exhibit E, Quarterly Report Form. Data collection is required until the end of this Agreement. Data collection requirements include:

1. Alternative fuel sales per quarter per site
2. Alternative fuel sales cumulative per site
3. Average Alternative Fuel Sale Price per quarter per site

**1.5 Training**

SUB-AWARDEE will provide training to the users and operators as necessary to ensure that the infrastructure is installed, operated and maintained in a safe and proper manner. The SUB-AWARDEE will be responsible to ensure the availability of necessary personnel and cover any costs associated with the personnel's time and travel to participate in training. Any training material that is developed by the SUB-AWARDEE (or its lower-tier sub-contractors) must be submitted to GTI as described in Section 8 of this Agreement.

# Exhibit B - Federal Funds Terms & Conditions

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**SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS**

**RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**AWARD AGREEMENT TERMS AND CONDITIONS**

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages
5	Wage Determination
- c. Applicable program regulations: None
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.go> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtrc/index.jsp>.
- e. Application/proposal (original application proposed 5/29/2009 and revised on 11/19/2009) as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

**PAYMENT PROCEDURES – REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)**

- a. Method of Payment. Payment will be made by reimbursement through ACH.
- b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site. For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.
- c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

e. Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

**INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD**

This award is funded on an incremental basis. The maximum obligation of the DOE is limited to the amount shown on the Agreement Face Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

**COST SHARING FFRDC'S NOT INVOLVED**

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start	Government Share \$/%	Recipient Share \$/%	Total Estimated Cost
1	12/21/2009	\$14,999,658 / 38%	\$24,625,322 / 62%	\$39,624,980
<b>Total Project</b>		<b>\$14,999,658</b>	<b>\$24,625,322</b>	<b>\$39,624,980</b>

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE of some or all the funds provided under the award.

**REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS**

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the

completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

#### **FINAL INCURRED COST AUDIT**

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

#### **SITE VISITS**

DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

#### **REPORTING REQUIREMENTS**

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**NOTE: Subject to OMB approval pursuant to the Paperwork Reduction Act, DOE reserves the right to amend the reporting requirements to request more frequent and more detailed reporting.**

## **PUBLICATIONS**

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002541."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## **FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION**

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

## **LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18

U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### **PROPERTY**

Real property and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.130-137, 10 CFR 600.231-233, or 10 CFR 600.320-324 as applicable.

Consistent with the goals and objectives of this project, the Recipient may continue to use Recipient acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish DOE's conditional title to such property as described in 10 CFR 600.132-135, 10 CFR 600.231-233, 600.321-324, subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the property; and (c) the Recipient follows the property disposition rules set forth in the applicable sections of 10 CFR Part 600, if the property is no longer used by the Recipient for the objectives of the project, and the fair market value of property exceeds \$5,000.

Once the per unit fair market value of the property is less than \$5,000, pursuant to the applicable sections of 10 CFR Part 600, DOE's residual interest in the property shall be extinguished and Recipient shall have no further obligation to the DOE with respect to the property.

The regulations as set forth in 10 CFR Part 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole in part with funds provided by DOE under this grant or where such property was counted as cost-sharing under the grant.

#### **INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP**

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of



required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

#### **INDEMNITY**

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

#### **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

Pursuant to the National Environmental Policy Act (NEPA), the Recipient is required to provide a completed Environmental Questionnaire (NETL F. 451.1-1/3) and any supplemental documentation for each location at which work will be conducted under this award. In the case of a new station, this additional documentation shall include an environmental site assessment to be performed by a qualified vendor accompanied by a photograph of the site. The Recipient and any entities associated with the performance of work under this award shall be restricted from taking any action using Federal funds which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding each site location. Prohibited actions include, but are not limited to, vehicle conversion, vehicle deployment, infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude you from performing administrative, educational, training, and outreach/marketing related activities. DOE will provide written notification to the recipient regarding NEPA clearance as soon as such determination is made by the NETL NEPA Compliance Officer.

#### **DECONTAMINATION AND/OR DECOMMISSIONING (D &D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

#### **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

##### **Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide

long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

#### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

#### E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

##### Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or

otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.)

#### G. RESERVED

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup

documentation at the request of the Contracting Officer or designee.

#### J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

#### L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

### **REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

### **REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED**

**UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) Definitions. As used in this award term and condition--

Designated country --(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods --(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good --(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings

and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods. (1) The award term and condition described in this section implements--

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

NONE

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison – N/A

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

**WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**



(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### **RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government

Accountability Office.

## **DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Definitions:** For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

### **(a) Davis Bacon Act**

- (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the

Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the

full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program

for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be

grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract



or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **RECIPIENT FUNCTIONS**

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
  - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
  - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
  - (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
  - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
  - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
  - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
  - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

Agreement No. \_\_\_\_\_

**Exhibit C**  
**GAS TECHNOLOGY INSTITUTE**  
**IRS FORM W-9, ELECTRONIC FUND TRANSFER FORM,**  
**AND**  
**PAYMENT REQUISITION FORM**

A. Required IRS Form W-9 (Taxpayer Identification Number Request) and an Electronic Fund Transfer Form attached.

**NOTE - GTI RESERVES THE RIGHT TO WITHHOLD PAYMENT UNDER THIS CONTRACT UNTIL A COMPLETED IRS FORM W-9 AND ELECTRONIC FUND TRANSFER FORM HAVE BEEN RECEIVED.**

As Gas Technology Institute ("GTI") is required to have an IRS Form W-9 on file for all vendors to which payments are made, each SUB-AWARDEE must submit a completed W-9 form along with an Electronic Fund Transfer Form by fax to GTI's Purchasing Department at 847-768-0750 or by email to [PURCHASING@GASTECHNOLOGY.ORG](mailto:PURCHASING@GASTECHNOLOGY.ORG) *prior* to GTI paying any Payment Requisition Forms under this Agreement.

B. Billing Instructions.

These instructions are provided for use by SUB-AWARDEE in the preparation and submission of a Payment Requisition Form requesting reimbursement for Scope of Work performed on a cost reimbursement type contract. The Agreement specifies that each Payment Requisition Form shall be supported by an itemized statement of costs incurred by SUB-AWARDEE in the performance of Scope of Work during the period covered by the invoice.

SUB-AWARDEE shall submit an original invoice and supporting data, including but not limited to, the services performed, the time devoted to such services, associated expenses and receipts, and copies of all vendor invoices for travel, materials, supplies and each item of property, including the make, manufacturer, description, model number, serial number, acquisition cost, acquisition date, and general location of the property purchased. To the extent applicable, and in conformance with SUB-AWARDEE's normal accounting procedures, Payment Requisition Forms should be presented on a copy of, or in a format similar to, the Payment Requisition Form attached hereto.

Each Payment Requisition Form shall be certified as accurate and correct by the responsible financial officer of SUB-AWARDEE. In addition, a Payment Requisition Form that includes cost-sharing shall include a certification by a responsible financial officer that SUB-AWARDEE has expended its share of the costs as required under the Agreement.

All Payment Requisition Forms shall be mailed to:

GAS TECHNOLOGY INSTITUTE  
1700 South Mount Prospect Road  
Des Plaines, Illinois 60018  
Attn: Accounts Payable Department

Agreement No. \_\_\_\_\_

### Payment Requisition Form

State of Illinois)

COUNTY OF COOK ) ss )

The affiant, \_\_\_\_\_ of SUB-AWARDEE hereby certifies that with respect to that certain SUB-AWARDEE Agreement between GTI and the SUB-AWARDEE dated \_\_\_\_\_, 20\_\_ (the "Agreement"):

A. Expenditures for the Scope of Work, in the total amount of \$ \_\_\_\_\_, have been made.

B. This paragraph B sets forth and is a true and complete statement of all Grant funds for the Scope of Work disbursed by GTI to date:

\$ \_\_\_\_\_

C. SUB-AWARDEE requests reimbursement for the following Scope of Work costs:

\$ \_\_\_\_\_

D. None of the costs referenced in Paragraph C above have been previously reimbursed by GTI.

E. This paragraph E sets forth and is a true and complete statement of all cost share dollars incurred and reported by the SUB-AWARDEE to date in performance of the Scope of Work as required in Section 3 of the Schedule of the SUB-AWARDEE agreement.

\$ \_\_\_\_\_

F. The amount of cost share dollars currently incurred and reported by the SUB-AWARDEE in performance of the Scope of Work for this requisition period is

\$ \_\_\_\_\_

G. SUB-AWARDEE hereby certifies to GTI that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and SUB-AWARDEE is in compliance with all applicable representations and warranties contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The financial statements and A-133 Report (if applicable) for SUB-AWARDEE's most recently-concluded fiscal year are attached to this Requisition Form or have previously been provided to GTI.

4. All Deliverables required pursuant to Section 8 of the SUB-AWARDEE Agreement have been provided to GTI.

Agreement No. \_\_\_\_\_

5. SUB-AWARDEE is in compliance with the Federal Funder Special Terms and Conditions set forth in Exhibit B of the Agreement.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

**CERTIFICATION**

I certify that all grant funds and cost share funds submitted hereto are for appropriate purposes and in accordance with statements set forth in this Payment Requisition Form.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GTI

Agreement No. \_\_\_\_\_

## ELECTRONIC FUND TRANSFER (EFT) FORM

**GAS TECHNOLOGY INSTITUTE**

**1700 S. MOUNT PROSPECT ROAD**

**DES PLAINES, ILLINOIS 60018**

**847-768-0500**

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_  
(Accts. Receivable person)

**AUTHORIZED PERSON:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BANK NAME:** \_\_\_\_\_

**ABA (BANK ROUTING) NUMBER:** \_\_\_\_\_  
(FOR ACH PAYMENTS ONLY-NOT FOR WIRE TRANSFERS)

**ACCOUNT NUMBER:** \_\_\_\_\_

**ACCOUNT TYPE:** \_\_\_\_\_ CHECKING \_\_\_\_\_ SAVINGS

**PLEASE SEND THE COMPLETED FORM TO GAS TECHNOLOGY INSTITUTE BY FAX TO  
PURCHASING DEPARTMENT AT 847-768-0750 OR BY EMAIL TO  
[PURCHASING@GASTECHNOLOGY.ORG](mailto:PURCHASING@GASTECHNOLOGY.ORG)**

<p><b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give form to the requester. Do not send to the IRS.</p>
<p>Print or type See specific instructions on page 2.</p>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<p><b>Sign Here</b></p>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception under paragraph 2 of the first protocol, and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply, if you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Exhibit D**  
**EEO/AA Certificate of Compliance**

**TO: GAS TECHNOLOGY INSTITUTE SUB-AWARDEES**

**SUBJECT: EEO/AA CERTIFICATE OF COMPLIANCE**

Gas Technology Institute (GTI), as a Federal Government contractor, has taken affirmative action in providing equal employment opportunity and elimination of discrimination based on race, sex, religion, national origin, handicap and veteran status. GTI has an established Affirmative Action Plan enumerating its efforts toward these objectives. The Gas Technology Institute requires that all SUB-AWARDEES providing services to GTI agree to the provisions of the Presidential Executive Order No. 11246, dated September 24, 1981.

GTI requests that you indicate your compliance with the provisions of Executive Order No. 11246 by signing the enclosed EEO Compliance Certificate and returning it to GTI's Contract Services Representative along with the signed Agreement.

By signing and returning the enclosed Certificate, you will indicate your firm's acceptance and compliance with this program for a period of one (1) year.

It is our desire to complete our records as soon as possible. Your immediate cooperation would be greatly appreciated.

Sincerely,

Gas Technology Institute  
1700 South Mount Prospect Road  
Des Plaines, IL 60018

**EEO CERTIFICATE OF COMPLIANCE**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

This Firm is: (Check One)  
 Independently Owned and Operated  
 An Affiliate or  Subsidiary or  Division

OF  
 Parent Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Business Size:  Small Business  Large Business  
 Business Classifications: (Check where applicable; may be more than one)  
 Minority-owned Business  Women-owned Business

<b>SUB-AWARDEE</b>	Has	Has Not
Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11246.	___	___
Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior.	___	___
Developed a written Affirmative Action Program.	___	___

SUB-AWARDEE's Equal Opportunity Program  **has**  **has not** been subject to a Government Equal Opportunity Compliance Review. If so, when \_\_\_\_\_.

SUB-AWARDEE acknowledges receipt of the notice to prospective subcontractors or requirement for certification of nonsegregated facilities in accordance with 41 CFR 60-1.8 and  **certifies**  **Does not certify** compliance with that requirement.

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Please return form to:**  
 Gas Technology Institute  
 Contract Services Representative  
 1700 S. Mt. Prospect Rd.  
 Des Plaines, IL 60018



# Exhibit F - Cook County

General Decision Number: IL080009 12/04/2009 IL9

Superseded General Decision Number: IL20070009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	02/08/2008
1	02/22/2008
2	03/21/2008
3	04/25/2008
4	06/06/2008
5	07/04/2008
6	07/25/2008
7	08/22/2008
8	11/14/2008
9	11/21/2008
10	11/28/2008
11	01/02/2009
12	02/06/2009
13	04/17/2009
14	05/15/2009
15	06/12/2009
16	07/10/2009
17	07/17/2009
18	09/04/2009
19	10/02/2009
20	11/13/2009
21	12/04/2009

ASBE0017-001 06/01/2009

	Rates	Fringes
<b>ASBESTOS WORKER/INSULATOR</b>		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 42.05	21.00
Fire Stop Technician.....	\$ 24.33	19.80
<b>HAZARDOUS MATERIAL HANDLER</b>		
includes preparation, wetting, stripping removal, scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 31.54	19.80

BOIL0001-001 07/01/2009

Rates Fringes

BOILERMAKER.....	\$ 40.97	18.97
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BRIL0021-001 06/01/2009		
	Rates	Fringes
BRICKLAYER.....	\$ 39.03	19.90
-----		
BRIL0021-004 06/01/2009		
	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90
-----		
* BRIL0021-006 06/01/2009		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.01	19.11
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 38.63	15.34
-----		
* BRIL0052-001 06/01/2009		
	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 39.20	18.51
-----		
CARP0555-001 06/01/2009		
	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 40.77	20.13
-----		
CARP0555-002 10/01/2009		
	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)....	\$ 35.37	20.12
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ELEC0009-003 05/25/2009		
	Rates	Fringes
Line Construction Groundman.....	\$ 31.08	58.18%
Lineman and Equipment Operator.....	\$ 39.85	58.18%
-----		
ELEC0134-001 06/02/2008		
	Rates	Fringes
ELECTRICIAN.....	\$ 39.40	20.32
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ELEC0134-002 04/01/1998		
	Rates	Fringes

ELECTRICIAN ((CLASS B)

(Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.) .....\$ 20.71                    2.975+a+b

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

-----  
 ELEC0134-003 06/07/2004

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 30.89	12.59

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.



-----  
 ELEV0002-003 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.93	18.285+A+B

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

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 \* ENGI0150-006 06/01/2009

Building and Residential Construction

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.10	22.80
GROUP 2.....	\$ 43.80	22.80
GROUP 3.....	\$ 41.25	22.80
GROUP 4.....	\$ 39.50	22.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer

Dragging Machine; Hoists, Tugger Single Drum; Laser Screed;  
 Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*;  
 Rollers; Steam Generators; Tractors; Tractor Drawn  
 Vibratory Roller (Receives an additional \$.50 per hour);  
 Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to  
 exceed a total of 300 ft); Air Compressor-Large over 250;  
 Combination-Small Equipment Operator; Generator- Small 50  
 kw and under; Generator-Large over 50 kw; Heaters,  
 Mechanical; Hoists, Inside Elevators (Remodeling or  
 Renovatin work); Hydrualic Power Units (Pile Driving,  
 Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3  
 not to exceed a total of 300 ft); Pumps, Well Points;  
 Welding Machines (2 through 5); Winches, 4 Small Electric  
 Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick  
 Forklifts; Oilers

\*-Requires Oiler

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 \* ENGI0150-025 06/01/2009

Heavy and Highway Construction

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.30	22.80
GROUP 2.....	\$ 42.75	22.80
GROUP 3.....	\$ 40.70	22.80
GROUP 4.....	\$ 39.30	22.80
GROUP 5.....	\$ 38.10	22.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer  
 combination; Asphalt Heater Scarfire\*, Asphalt Spreader;  
 Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with  
 Caisson attachment\*, Ballast Regulator, Belt Loader\*;  
 Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*,  
 Combination Backhoe; Front End Loader Machine (1 cu yd or  
 over Backhoe bucket or with attachments); Concrete Breaker  
 (truck mounted); Concrete Conveyor; Concrete Paver over 27E  
 cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all  
 attachments\*; Cranes, Hammerhead, Linden, Peco and machines  
 of a like nature\*; Creter Crane; Crusher, stone; All  
 Derricks; Derrick Boats; Derricks, traveling\*; Dowell  
 Machine with Air Compressor (\$1.00 above Class 1);  
 Dredges\*; Field Mechanic Welder; Formless Curb and Gutter  
 Machine\*; Gradall and machines of a like nature\*; Grader,  
 Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol,  
 Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver  
 mounted\*; Hoists, one, two, and three Drum; Hydraulic  
 Backhoes\*; Backhoes with Shear attachments\*; Mucking  
 Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine;  
 Pump Cretes Dual Ram (requires frequent lubrication and  
 water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck  
 mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and  
 over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck  
 mounted\*; Straddle Buggies; Hydraulic Telescoping Form  
 (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt  
 Loader with attached Pusher (two engineers); Tractor with

boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

IRON0001-026 06/01/2009

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	27.24

Structural and Reinforcing..	\$ 40.75	27.24
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IRON0063-001 06/01/2009		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.20	22.99
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IRON0063-002 06/01/2009		
	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.15	18.43
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IRON0136-001 07/01/2009		
	Rates	Fringes
IRONWORKER		
Machinery Movers and Riggers.....	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54
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LABO0002-006 06/01/2008		
	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.75	15.27
GROUP 3.....	\$ 34.825	15.27
GROUP 4.....	\$ 34.85	15.27
GROUP 5.....	\$ 34.90	15.27
GROUP 6.....	\$ 34.95	15.27
GROUP 7.....	\$ 34.975	15.27
GROUP 8.....	\$ 34.975	15.27
GROUP 9.....	\$ 35.025	15.27
GROUP 10.....	\$ 35.20	15.27
GROUP 11.....	\$ 35.025	15.27
GROUP 12.....	\$ 35.75	15.27
LABORER CLASSIFICATIONS		
GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.		
GROUP 2: Fireproofing and Fire Shop laborers.		
GROUP 3: Cement Gun.		
GROUP 4: Chimney over 40 ft.; Scaffold Laborers.		
GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.		
GROUP 6: Stone Derrickmen & Handlers.		
GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.		
GROUP 8: Firebrick & Boiler Laborers.		
GROUP 9: Chimney on fire brick; Caisson diggers; & Well		

Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2008

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 35.025	15.27
GROUP 3.....	\$ 34.90	15.27
GROUP 4.....	\$ 35.025	15.27
GROUP 5.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2008

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 35.75	15.27
16 - 20 POUNDS.....	\$ 36.25	15.27
21 - 26 POUNDS.....	\$ 36.75	15.27
27 - 33 POUNDS.....	\$ 37.75	15.27
34 - AND OVER.....	\$ 38.75	15.27
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.875	15.27
GROUP 3.....	\$ 34.975	15.27
GROUP 4.....	\$ 35.10	15.27
GROUP 5.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2008

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 28.45	15.52
GROUP 2.....	\$ 34.75	15.52
GROUP 3.....	\$ 34.75	15.52

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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\* MARB0087-001 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

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PAIN0014-001 06/01/2009

	Rates	Fringes
PAINTER (including taper).....	\$ 38.00	18.44

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 PAIN0027-001 06/01/2009

	Rates	Fringes
GLAZIER.....	\$ 37.00	22.88

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 PLAS0005-002 07/01/2009

	Rates	Fringes
PLASTERER.....	\$ 38.55	19.14

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 PLAS0502-001 06/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 41.85	18.63

-----  
 PLUM0130-001 06/01/2008

	Rates	Fringes
PLUMBER.....	\$ 43.00	16.20

-----  
 PLUM0597-002 06/01/2009

	Rates	Fringes
PIPEFITTER.....	\$ 43.15	18.78

-----  
 ROOF0011-001 06/01/2009

	Rates	Fringes
ROOFER.....	\$ 37.00	12.85

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 SFIL0281-001 01/01/2008

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.50	16.00

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 SHEE0073-001 01/01/2007

	Rates	Fringes
Sheet Metal Worker.....	\$ 36.96	17.42

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 SHEE0073-002 01/01/2007

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 24.03	17.42

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 \* TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
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## TRUCK DRIVER

2 & 3 Axles.....	\$ 30.70	12.35
4 Axles.....	\$ 30.95	12.35
5 Axles.....	\$ 31.15	12.35
6 Axles.....	\$ 31.35	12.35

## FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

## CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front



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 \* TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Eringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it

has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: IL080020 08/28/2009 IL20

Superseded General Decision Number: IL20070020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

BUILDING CONSTRUCTION (LANDSCAPE WORK):

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	02/08/2008
1	05/02/2008
2	06/06/2008
3	07/04/2008
4	07/25/2008
5	11/21/2008
6	11/28/2008
7	05/22/2009
8	06/19/2009
9	07/10/2009
10	07/17/2009
11	07/24/2009
12	08/28/2009

ENGI0150-013 01/01/2008

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

Rates Fringes

Landscape Worker (Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Sttrow Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors,

Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others).....\$ 23.00            1.65+A+B+C

FOOTNOTE:

A. Health and Welfare contribution is \$810.00 per month effective January 1, 2007 and \$895.00 per month effective January 1, 2008.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three(3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

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 ENGI0150-023 01/01/2008

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates                      Fringes

Laborer: Landscape Equipment Operator

Includes the following:  
 Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Sttrow Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others.....\$ 23.00 1.65+A+B+C

FOOTNOTE:

- A. Health and Welfare contribution of 735.00 per month
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.
- C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current

season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.66	18.50

LABO0362-003 05/01/2009

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.65	14.67

LABO0751-004 05/01/2009

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 29.36	17.09

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LABO0996-004 05/01/2009

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 27.97	14.35

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
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Laborers:

BOONE, GRUNDY, KANE,  
KENDALL, LAKE, MCHENRY, &

WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.80	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.04	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3		
Axles.....	\$ 11.86	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00	3.32

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
Laborers:		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 11.94	2.42
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 13.11	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 9.93	1.89
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.98	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 8.32	1.02
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.75	
LANDSCAPE PLANTSMAN.....	\$ 10.65	

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
Laborers:		
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....	\$ 8.75	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56



PEORIA, TAZEWELL, &  
 WOODFORD COUNTIES:  
 TRUCK DRIVERS 2 & 3 AXLES..\$ 17.58 5.88

TEAM0065-005 05/01/2009

MCLEAN COUNTY (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 28.488	13.33+a
Group 2.....	\$ 28.888	13.33+a
Group 3.....	\$ 29.088	13.33+a
Group 4.....	\$ 29.338	13.33+a
Group 5.....	\$ 30.088	13.33+a

FOOTNOTE: a. \$151.90 per week

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

\* TEAM0179-004 06/01/2008

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.65	6.25+a
4 AXLES.....	\$ 35.80	6.25+a
5 AXLES.....	\$ 36.00	6.25+a

6 AXLES.....	\$ 36.20	6.25+a
All Lowboy Trucks.....	\$ 37.20	6.25+a

FOOTNOTE: a. \$181.00 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0179-008 06/01/2008

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 33.12	7.90+a
4 axles.....	\$ 33.32	7.90+a
5 axles.....	\$ 33.52	7.90+a
6 axles.....	\$ 33.67	7.90+a

FOOTNOTE: a. \$217.60 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.20	.15+a
4 AXLES.....	\$ 32.35	.15+a
5 AXLES.....	\$ 32.50	.15+a
6 AXLES.....	\$ 32.75	.15+a

FOOTNOTE: a. \$448.00 per week

An additional \$.20 per axle shall be paid for all vehicles

with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0325-004 06/01/2009

BOONE and WINNEBAGO COUNTIES

	Rates	Erings
TRUCK DRIVER		
2 - 3 Axles.....	\$ 31.86	14.07
4 Axles.....	\$ 32.01	14.07
5 Axles.....	\$ 32.21	14.07

6 Axles.....\$ 32.32 14.07

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0330-004 06/01/2008

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Aalls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0371-004 05/01/2009

HENRY and ROCK ISLAND COUNTIES

Rates

Fringes

TRUCK DRIVER

Group 1.....	\$ 28.605	13.50+a
Group 2.....	\$ 29.005	13.50+a
Group 3.....	\$ 29.205	13.50+a
Group 4.....	\$ 29.455	13.50+a
Group 5.....	\$ 30.205	13.50+a

FOOTNOTE: a. \$31.40 per day

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

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 \* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters;

Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 30.70	12.35
4 Axles.....	\$ 30.95	12.35
5 Axles.....	\$ 31.15	12.35
6 Axles.....	\$ 31.35	12.35

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:



Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# Exhibit F - DuPage County

General Decision Number: IL080008 12/04/2009 IL8

Superseded General Decision Number: IL20070008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

BUILDING AND RESIDENTIAL PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	02/08/2008
1	02/22/2008
2	03/21/2008
3	04/25/2008
4	05/23/2008
5	06/20/2008
6	07/18/2008
7	08/15/2008
8	09/12/2008
9	11/14/2008
10	11/21/2008
11	11/28/2008
12	01/02/2009
13	02/06/2009
14	03/06/2009
15	03/20/2009
16	04/17/2009
17	05/15/2009
18	06/12/2009
19	07/10/2009
20	07/17/2009
21	09/11/2009
22	10/23/2009
23	11/13/2009
24	12/04/2009

ASBE0017-005 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 42.05	21.00
Fire Stop Technician.....	\$ 24.33	19.80
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and		

disposing of all  
 insulation materials from  
 mechanical systems,  
 whether they contain  
 asbestos or not..... \$ 31.54                      19.80

BOIL0001-003 07/01/2009

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
BOILERMAKER .....	\$ 40.97	18.97

BRIL0014-001 06/01/2009

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
BRICKLAYER .....	\$ 39.03	19.90

BRIL0021-002 06/01/2009

	Rates	Fringes
MARBLE SETTER .....	\$ 39.03	19.90

\* BRIL0021-008 06/01/2009

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES

	Rates	Fringes
TERRAZZO WORKER/SETTER .....	\$ 39.01	19.11
TILE FINISHER .....	\$ 32.15	13.62
TILE SETTER .....	\$ 38.63	15.34

BRIL0027-002 06/01/2009

KANE, KENDALL, and MCHENRY COUNTIES

	Rates	Fringes
BRICKLAYER .....	\$ 39.03	19.90

CARP0555-004 10/01/2009

Residential

DU PAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER .....	\$ 35.37	20.12

CARP0555-005 06/01/2009

BUILDING

DUPAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 40.77	20.13
-----		
CARP0555-006 06/01/2009		

WILL COUNTY

BUILDING

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 40.77	22.44
-----		
CARP0555-007 10/01/2009		

WILL COUNTY

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.37	20.12
-----		
CARP0555-009 06/01/2009		

KANE, KENDALL, AND MCHENRY COUNTIES

BUILDING

	Rates	Fringes
CARPENTER Carpenter, Floor Layer, Lather, Millwright, and Piledriver.....	\$ 40.77	20.13
-----		
CARP0555-010 10/01/2009		

KANE, KENDALL, and MCHENRY COUNTIES

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.37	20.12
-----		
CARP0555-012 10/01/2009		

GRUNDY COUNTY

	Rates	Fringes
CARPENTER Carpenter, Millwright, Piledriver, and Soft Floor Layer.....	\$ 40.77	20.13

Residential.....\$ 35.37                   20.12

ELEC0009-002 05/25/2009

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 31.08	58.18%
Lineman and Equipment		
Operator.....	\$ 39.85	58.18%

ELEC0117-002 06/01/2009

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	50.94%

ELEC0117-003 06/01/1997

KANE (Northern Half), and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN .....	\$ 22.49	36%

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0150-002 06/01/2009

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building & Residential.....	\$ 38.35	25.09

ELEC0150-003 06/01/2009

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 33.13	20.36

Work includes the installation, maintenance and removal of



telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0176-003 06/01/2009

Grundy and Will Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	27.37

ELEC0176-008 06/01/2009

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	26.72

ELEC0176-015 06/01/2009

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.20	20.77

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

\* ELEC0461-002 08/31/2009

KANE (Southern Half) AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 42.47	21.22
Residential.....	\$ 41.34	21.36

ELEC0461-005 06/01/1997

KANE (Southern Half), AND KENDALL COUNTIES

Rates	Fringes
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ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 24.42                   31.5%

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0701-002 06/01/2009

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 36.20	27.28
Residential.....	\$ 35.25	27.23

ELEC0701-003 06/01/1997

DU PAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 22.25	1.42+30.90%

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEV0002-001 01/01/2009

DU PAGE, KANE, KENDALL, LAKE, and WILL COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.93	18.285+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular hourly rate as

vacation pay credit for employee who has worked in business more than 5 years, and 6% for employee who has worked in business less than 5 years.

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 ELEVO132-004 01/01/2005

McHENRY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 35.57	12.115+A&B

FOOTNOTES:

A . Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has worked in business more than 5 yrs, and 6% for employee who has worked in business less than 5 yrs.

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 \* ENGI0150-026 06/01/2009

BUILDING and RESIDENTIAL

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.10	22.80
GROUP 2.....	\$ 43.80	22.80
GROUP 3.....	\$ 41.25	22.80
GROUP 4.....	\$ 39.50	22.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers amd Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole

Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill  
Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form  
Paver\*; Straddle Buggies; Tournapull; Tractor with Boom,  
and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Brick Forklift;  
Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag  
and over); Conveyor, Portable; Forklift Trucks; Greaser  
Engineer; Highlift Shovels or Front End loaders under 2 1/4  
cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists,  
Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser  
Screed; Rock Drill (Self-Propelled); Rock Drill (Truck  
Mounted)\*; Rollers; Steam Generators; Tractors; Tractor  
Drawn Vibratory Roller (Receives an additional \$.50 per  
hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to  
exceed a total of 300 ft); Air Compressor-Large over 250;  
Combination-Small Equipment Operator; Generator- Small 50  
kw and under; Generator-Large over 50 kw; Heaters,  
Mechanical; Hoists, Inside Elevators (Remodeling or  
Renovatin work); Hydrualic Power Units (Pile Driving,  
Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3  
not to exceed a total of 300 ft); Pumps, Well Points;  
Welding Machines (2 through 5); Winches, 4 Small Electric  
Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick  
Forklifts; Oilers \*-Requires Oiler

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IRON0001-014 06/01/2009

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock,  
and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	27.24
Structural and Reinforcing.	\$ 40.75	27.24

-----  
IRON0063-003 06/01/2009

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK &  
EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.20	22.99

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IRON0063-004 06/01/2009

LAKE, DUPAGE (Eastern 1/4), and MCHENRY (HEBRON, WOODSTOCK &  
EAST THEREOF) COUNTIES

	Rates	Fringes
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IRONWORKER  
 Fence Erector.....\$ 32.15                   18.43

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 IRON0136-002 07/01/2009

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK &  
 East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Machine Movers and Riggers..	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54

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 IRON0393-002 07/01/2009

DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and McHENRY  
 (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.80	24.63

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 IRON0444-002 06/01/2009

DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and  
 WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.26

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 IRON0498-006 06/01/2009

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
IRONWORKER.....	\$ 35.00	27.66

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 LABO0002-003 06/01/2008

DU PAGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.75	15.27
GROUP 3.....	\$ 34.825	15.27
GROUP 4.....	\$ 34.85	15.27
GROUP 5.....	\$ 34.90	15.27
GROUP 6.....	\$ 34.95	15.27
GROUP 7.....	\$ 34.975	13.87
GROUP 8.....	\$ 35.025	15.27
GROUP 9.....	\$ 35.10	15.27
GROUP 10.....	\$ 35.20	15.27

GROUP 11.....	\$ 35.025	15.27
GROUP 12.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

- GROUP 1: Building laborers, Plasterer tenders, Pumps for Dewatering & other Unclassified Laborers
- GROUP 2: Fireproofing and fire shop laborers
- GROUP 3: Cement gun laborers and hose
- GROUP 4: Chimney over 40 feet; Scaffold laborers; Weldman-wreckers Burners
- GROUP 5: Cement gun nozzle (gunite) laborers; Windlass and capstan person
- GROUP 6: Stone derricks and handlers
- GROUP 7: Jackhammermen, Power driven concrete saws and other power equipment
- GROUP 8: Firebrick & boiler laborers
- GROUP 9: Chimney on fire brick; Caisson Diggers; Well Point system men
- GROUP 10: Boiler setter plastic laborers
- GROUP 11: Jackhammermen on fire brick work only
- GROUP 12: Dosimeter (any device) monitoring nuclear exposure); Asbestos abatement laborers; Toxic and Hazardous waste removal laborers

LABO0075-001 06/01/2008

GRUNDY AND WILL COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.85	15.27
GROUP 3.....	\$ 34.95	15.27
GROUP 4.....	\$ 35.00	15.27
GROUP 5.....	\$ 35.25	15.27
GROUP 6.....	\$ 35.60	15.27
GROUP 7.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

- GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving

breakers; Rock drillers/Jackhammermen; Chipping hammermen  
 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit  
 men; Fencing laborers; Mason tenders (mortar and brick  
 wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and  
 staging laborers; Pot Firemen (tarmen); Heaters tender for  
 any purpose; Water pumps (portable water pumps shall be  
 tended by laborers if the employer determines tending is  
 required); Rip rap; Handling of slab steel road forms in  
 any manner, except road form setting, setting center  
 strips, Contraction and expansion joints (road work);  
 Unloading and handling of lumber, brick, transite  
 materials, cast iron water pipe, reinforced concrete rods,  
 sewer and drain tile, railroad tiles and all other  
 creosoted materials; paving blocks and concrete forms;  
 Handling of insulation of any type; all work involving the  
 unloading of materials, fixtures, or furnishing, whether  
 crated or uncrated; all mortar and composition mixers of  
 sewer work; track laborers; Chimney and silo laborers  
 working at a height of 1 to 48 feet; All laborers working  
 on swinging suspended, or any type or make of scaffolding 1  
 to 48 feet; All laborers working inside a sphere or any  
 type or make of tank; Working inside a sphere or any type  
 or make of tank from bottom to a height of 48 feet; Form  
 strippers (any type); Mechanical or motorized buggies, for  
 concrete or masons employers; Use of skid steer loads or  
 any other machinery which replaces the wheelbarrow or  
 buggy; Handling multiple concrete duct or any other type of  
 pipe used in public utility work unless otherwise specified  
 herein; Snapping of wall ties and removal of rods; drilling  
 of anchor bolt holes; Concrete or asphalt clipper type saws  
 and self-propelled saws; Shoulder and grade laborers; All  
 hydraulic electric and air or any other type of tools;  
 Grouting and caulking; Cleaning lumber, Nail pulling, Deck  
 hand; Dredgehand; Shore laborer; Bankmen on Floating Plant;  
 Tool and material checkers; Signalmen and Flagmen on all  
 construction work; Cleaning of debris; Removal of trees;  
 Concrete curing, temporary concrete protection regardless  
 of manner or materials used; Laborers on Apsco; Janitorial;  
 Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete  
 duct or any other type of pipe used, on public utility work  
 (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers;  
 Gunnite laborers, Slab for setters on roads, highways,  
 streets, airport runways, and radii (any type of form)  
 stringline men for all aforementioned work; Wagon and tower  
 drillers on land and floating plant used on dredging;  
 Asphalt gunners and plug men (undercoating on road work);  
 Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air  
 blow pipemen; Torchmen (burners); Mortaring men on sewer  
 and drain pipe (the applying of mortar and composition  
 mixes); All bottom men on sewer work-all sewer and drain  
 pipelayers-multiple concrete duct or any other type of pipe  
 used on public utility work-8 feet or more below ground  
 level, and all other sewer and trench laborers 8 feet or  
 more below ground level regardless of excavation area; All

labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LABO0149-001 06/01/2008

KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	\$ 34.75	15.52
GROUP 2	\$ 34.85	15.52
GROUP 3	\$ 34.90	15.52
GROUP 4	\$ 34.75	15.52
GROUP 5	\$ 35.00	15.52
GROUP 6	\$ 35.25	15.52
GROUP 7	\$ 35.60	15.52
GROUP 8	\$ 35.75	15.52

LABORER CLASSIFICATIONS

GROUP 1 Common Laborer

GROUP 2 Power Vibrator

GROUP 3 Torchman (demolition only), Mortarmen

GROUP 4 Power Tamper

GROUP 5 Jackhammer & Airspade; Chainsaw, Swinging Stage and Boatswain Chair; Cement Gun Nozzleman; Hod Carrier; Plasterer Tender, and Tunnel Man

GROUP 6 Tile Layers; Bottom Men



GROUP 7 Caisson Laborers; Dynamiters

GROUP 8 Asbestos abatement laborers, Toxic and hazardous waste removal laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0152-001 06/01/2008

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.52
GROUP 2.....	\$ 34.825	15.52
GROUP 3.....	\$ 34.85	15.52
GROUP 4.....	\$ 34.90	15.52
GROUP 5.....	\$ 34.95	15.52
GROUP 6.....	\$ 34.975	15.52
GROUP 7.....	\$ 35.025	15.52
GROUP 8.....	\$ 35.10	15.52
GROUP 9.....	\$ 34.90	15.52
GROUP 10.....	\$ 35.20	15.52
GROUP 11.....	\$ 35.75	15.52

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General laborers (wrecking and demolition); Fireproofing and fire shop laborers

GROUP 2: Cement gun laborers and hose

GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men or wreckers

GROUP 4: Cement Gun nozzle (gunite) laborers

GROUP 5: Stone derrickmen and handlers

GROUP 6: Jackhammermen (tamper & vibrators); Power driven concrete saws

GROUP 7: Firebrick & boiler laborer setters

GROUP 8: Chimney laborers (on fire brick); Caisson Diggers; Well Point system men

GROUP 9: Windlass and capstan persons

GROUP 10: Boiler setter plastic laborers

GROUP 11: Dosimeter (any device) monitoring nuclear exposure; Asbestos abatement laborers; Toxic and hazardous waste removal laborers

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\* MARB0087-002 06/01/2009

	Rates	Fringes
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MARBLE FINISHER.....\$ 29.10 19.90

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 PAIN0014-002 06/01/2009

GRUNDY, LAKE, and WILL COUNTIES

Rates Fringes

PAINTER  
 Brush, Decorator, and  
 Paperhanger.....\$ 38.00 18.44

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 PAIN0027-003 06/01/2009

Rates Fringes

GLAZIER.....\$ 37.00 22.88

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 PAIN0030-001 05/01/2009

DUPAGE, KANE, KENDALL, AND MCHENRY COUNTIES

Rates Fringes

PAINTER  
 Brush, Drywall  
 Taper/Finisher,  
 Sandblaster, and Spray.....\$ 39.68 15.55

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 PLAS0005-003 07/01/2009

GRUNDY and WILL COUNTIES

Rates Fringes

PLASTERER.....\$ 38.55 19.14

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 PLAS0005-006 07/01/2001

DU PAGE COUNTY

Rates Fringes

PLASTERER.....\$ 28.65 8.44

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 PLAS0011-008 07/01/2004

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.50 13.91

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 PLAS0011-012 06/01/2004

GRUNDY AND WILL COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 32.40 13.11

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 PLAS0011-014 06/01/2004

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.50	13.83
PLASTERER.....	\$ 30.00	13.87

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 PLAS0803-002 06/01/2008

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	15 84

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 PLUM0093-001 06/01/2008

LAKE and McHENRY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.55	18.52

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 PLUM0130-002 06/01/2008

DUPAGE COUNTY (Argonne National Laboratories and Fermi National Laboratory)

	Rates	Fringes
PLUMBER.....	\$ 43.00	16.20

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 PLUM0422-004 06/01/2009

GRUNDY and WILL COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.00	20.91

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 PLUM0501-001 06/21/2009

DUPAGE (excluding Argonne National Laboratory and Fermi National Laboratory), KANE, and KENDALL (except the Mich-Wis Pumping Station in Milbrook, Silicas and Plant and Village of Newark, excludes Yorkville) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.50	22.10

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 PLUM0597-001 06/01/2009

DUPAGE (Argonne National Laboratories, and Fermi National Laboratory), LAKE, and McHENRY COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 43.15	18.78

ROOF0011-004 06/01/2009

DUPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 37.00	12.85

ROOF0011-009 06/01/2009

	Rates	Fringes
ROOFER.....	\$ 29.16	12.85

SFIL0669-002 04/01/2009

DuPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 36.14	15.05

SHEE0073-003 01/01/2007

LAKE COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 36.96	17.42

SHEE0073-004 01/01/2007

LAKE COUNTY

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 24.03	17.42

SHEE0265-001 06/01/2009

DU PAGE, GRUNDY, KANE, KENDALL, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.66	21.67

\* TEAM0179-001 06/01/2008

GRUNDY, KENDALL, and WILL COUNTIES

Rates	Fringes
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## TRUCK DRIVER

2 or 3 Axle Trucks.....	\$ 35.65	6.25+a
4 Axle Trucks.....	\$ 35.80	6.25+a
5 Axle Trucks.....	\$ 36.00	6.25+a
6 Axle Trucks.....	\$ 36.20	6.25+a
All Lowboy Trucks.....	\$ 37.20	6.25+a

FOOTNOTE: a. \$181.00 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

## CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.20	.15+a
4 AXLES.....	\$ 32.35	.15+a
5 AXLES.....	\$ 32.50	.15+a
6 AXLES.....	\$ 32.75	.15+a

FOOTNOTE: a. \$448.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil

Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\* These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor



200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc ) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: IL080020 08/28/2009 IL20

Superseded General Decision Number: IL20070020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

BUILDING CONSTRUCTION (LANDSCAPE WORK):

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	02/08/2008
1	05/02/2008
2	06/06/2008
3	07/04/2008
4	07/25/2008
5	11/21/2008
6	11/28/2008
7	05/22/2009
8	06/19/2009
9	07/10/2009
10	07/17/2009
11	07/24/2009
12	08/28/2009

ENGI0150-013 01/01/2008

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

Rates Fringes

Landscape Worker (Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom

with Clam; Log Skidder; Straw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stumps, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others).....\$ 23.00            1.65+A+B+C

FOOTNOTE:

A. Health and Welfare contribution is \$810.00 per month effective January 1, 2007 and \$895.00 per month effective January 1, 2008.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three(3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

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 ENGI0150-023 01/01/2008

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials

and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO,  
and WOODFORD COUNTIES

	Rates	Fringes
Laborer: Landscape Equipment Operator		
Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Sttraw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others.....	\$ 23.00	1.65+A+B+C

FOOTNOTE:

- A. Health and Welfare contribution of 735.00 per month
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly

work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.66	18.50

LABO0362-003 05/01/2009

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.65	14.67

LABO0751-004 05/01/2009

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 29.36	17.09

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LABO0996-004 05/01/2009

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 27.97	14.35

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 SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
Laborers:		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.80	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.04	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3		
Axles.....	\$ 11.86	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00	3.32

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 SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
Laborers:		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 11.94	2.42
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 13.11	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 9.93	1.89
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.98	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY:		

LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 8.32	1.02
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.75	
LANDSCAPE PLANTSMAN.....	\$ 10.65	

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
Laborers:		
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....	\$ 8.75	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56
PEORIA, TAZEWELL, & WOODFORD COUNTIES:		
TRUCK DRIVERS 2 & 3 AXLES..	\$ 17.58	5.88

TEAM0065-005 05/01/2009

MCLEAN COUNTY (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 28.488	13.33+a
Group 2.....	\$ 28.888	13.33+a
Group 3.....	\$ 29.088	13.33+a
Group 4.....	\$ 29.338	13.33+a
Group 5.....	\$ 30.088	13.33+a

FOOTNOTE: a. \$151.90 per week

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

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 \* TEAM0179-004 06/01/2008

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES . . . . .	\$ 35.65	6.25+a
4 AXLES . . . . .	\$ 35.80	6.25+a
5 AXLES . . . . .	\$ 36.00	6.25+a
6 AXLES . . . . .	\$ 36.20	6.25+a
All Lowboy Trucks . . . . .	\$ 37.20	6.25+a

FOOTNOTE: a. \$181.00 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic



yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0179-008 06/01/2008

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 33.12	7.90+a
4 axles.....	\$ 33.32	7.90+a
5 axles.....	\$ 33.52	7.90+a
6 axles.....	\$ 33.67	7.90+a

FOOTNOTE: a. \$217.60 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than

self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.20	.15+a
4 AXLES.....	\$ 32.35	.15+a
5 AXLES.....	\$ 32.50	.15+a
6 AXLES.....	\$ 32.75	.15+a

FOOTNOTE: a. \$448.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7

yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0325-004 06/01/2009

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 31.86	14.07
4 Axles.....	\$ 32.01	14.07
5 Axles.....	\$ 32.21	14.07
6 Axles.....	\$ 32.32	14.07

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Foxl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator;

Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more  
 \*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0330-004 06/01/2008

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33 10	.15+a

FOOTNOTE: a. \$434.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters;

Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0371-004 05/01/2009

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 28.605	13.50+a
Group 2.....	\$ 29.005	13.50+a
Group 3.....	\$ 29.205	13.50+a
Group 4.....	\$ 29.455	13.50+a
Group 5.....	\$ 30.205	13.50+a

FOOTNOTE: a. \$31.40 per day

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb. capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

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 \* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES . . . . .	\$ 32.55	.15+a
4 AXLES . . . . .	\$ 32.70	.15+a
5 AXLES . . . . .	\$ 32.90	.15+a
6 AXLES . . . . .	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 30.70	12.35
4 Axles.....	\$ 30.95	12.35
5 Axles.....	\$ 31.15	12.35
6 Axles.....	\$ 31.35	12.35

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20



years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## FINANCIAL ASSISTANCE PROPERTY CLOSEOUT CERTIFICATION

Award Number	Recipient (Name and address)
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The purpose of this report is to facilitate the closeout of the Award. Based on the records maintained by the Recipient in accordance with the Property Management standards set forth in the Award, the following data reflects the Recipient's closeout inventory of real and personal property that was provided by the Department of Energy (DOE) or partially or wholly acquired with project funds.

### I. EQUIPMENT

A. **Federally-Owned: (Government Furnished Equipment): (10 CFR 600.133(a), 600.232, 600.322, or Federal Demonstration Partnership (FDP) General Terms and Conditions No. 33, as applicable):**  No  Yes

*(If yes, attach property inventory list that includes item description, manufacturer, model, serial number, original acquisition date, original acquisition cost and disposal condition code per the Federal Management Regulation 102-36.240)*

B. **Equipment Acquired with Award Funds where Title Vests in the Recipient with further obligations to DOE:**  
*(10 CFR 600.133, 600.134, 600.232, or 600.321, as applicable)*

No  Yes

If yes, does the equipment have a per unit fair market value of \$5,000 or more?  No  Yes

*(If yes, attach a property inventory list that includes item description, manufacturer, model, serial number, original acquisition date, original acquisition cost, disposal condition code per the Federal Management Regulation 102-36-240 and one of the disposition codes listed below)*

- (1) The property will continue to be used for the purposes authorized in the Award.
- (2) The property is no longer needed for the purposes of the Award, and will be used on another Federally sponsored activity *(List Activity and Federal Agency)*:
- (3) The Recipient wishes to retain the property and compensate DOE for its share of the current per unit fair market value.  
*(Identify the fair market value on the attached property inventory list and describe how the value was determined).*
- (4) The property is no longer needed for the purposes of the Award or other Federally sponsored activities and the Recipient requests DOE disposition instructions.

### II. SUPPLIES (10 CFR 600.135, 600.233, 600.324, or FDP General Terms and Conditions No. 35, as applicable)

Does the residual inventory of unused supplies exceed \$5,000 in total aggregate value?  No  Yes *(if yes, check block below)*

The supplies will be used on another Federally sponsored activity *(List Activity and Federal Agency)*.

The supplies will be sold or retained for use on non-Federally sponsored activities and the Recipient will compensate DOE for its share of the sales proceeds (or estimate of current fair market value). Attach a list of the supplies and complete the following Worksheet:

Sale proceeds or estimate of current fair market value.....	\$ _____
Percentage of Federal participation .....	_____ %
Federal share .....	\$ _____
Selling and handling allowance .....	\$ _____
<b>Amount to be remitted to DOE .....</b>	<b>\$ _____</b>

U.S. DEPARTMENT OF ENERGY  
**FINANCIAL ASSISTANCE**  
**PROPERTY CLOSEOUT CERTIFICATION**

**III. REAL PROPERTY:** (*Real Estate - 10 CFR 600.132, /600.231, 600.321, or FDP General Terms and Conditions No. 32, as applicable*)       No     Yes    (*If yes, complete A-C*)

**A. Description of Real Property:**

**B. Complete Address of Real Property:**

**C. Period of Federal Interest in the Property:** From \_\_\_\_\_ To \_\_\_\_\_ (Unless the award specifies otherwise, the Federal interest in the property ends when the award project period ends.)

**D. Disposition Preference Request.** If the period of Federal interest in the property exceeds the project period, check one of the following blocks to indicate your disposition preference:

- Transfer property to another Federal award.
- Sell and compensate DOE.
- Return to DOE.
- Retain title and compensate DOE for its share of the current fair market value of the property.

**Certification:** I certify to the best of my knowledge and belief that all information presented in this report is true, correct and complete, and constitutes a material representation of fact upon which the Federal government may rely.

Name	Signature	Title	Date

# FINANCIAL ASSISTANCE PROPERTY CLOSEOUT CERTIFICATION

To be completed by the Department of Energy:

## DOE PROPERTY DISPOSITION

Negative Report

Real Property:

Equipment:

Supplies:

Property Management Official Name

Signature

Date