

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 7, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Compressed Natural Gas (CNG) Fueling Station Expansion & Fuel Management System	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested authorizing the execution of a contract for Compressed Natural Gas (CNG) Fueling Station Expansion & Fuel Management System improvements with Dual Fuel Systems, Inc. of Naperville, Illinois in the amount of \$130,802.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 identified *Top Quality Infrastructure* and *Steward of Financial & Environmental Sustainability*.

FISCAL IMPACT

The adopted FY11 Fleet Services Fund budget provides \$131,000 for CNG Fueling Station Expansion & Fuel Management System improvements. This project is partially funded by 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 the Clean Cities Petroleum Reduction Technologies Project by the United States Department of Energy (USDOE). Under the terms of the grant agreement approved by the Village Council on December 14, 2010, the Village is required to contribute \$66,000 with the grant funding providing the balance of funds up to a maximum of \$65,000.

RECOMMENDATION

Approval on the June 14, 2011 consent agenda.

BACKGROUND

This project involves several improvements to the Village's existing vehicle fueling station located at the Public Works Facility. A new storage vessel will double the CNG fuel capacity, which supports a greater number of natural gas powered vehicles as well as larger vehicles such as snow plow trucks. A new high capacity dispenser is part of the project, which doubles the number of vehicles that can be fueled at any given time. Finally, the project includes a new fuel site access controller. The current access controller was installed when the Public Works building was constructed and many technological innovations have been made since that time. The new access controller will automate access to the fuel site through radio frequency identification (RFID) technology that captures vehicle identification, current mileage, fuel quantity and other information without operator input. Automated communication between the vehicles' on-board computer and the controller will also improve the Village's fleet maintenance operation.

Staff developed a Request for Proposals (RFP) seeking services from a qualified vendor to provide the specified CNG Fueling Station Expansion & Fuel Management System improvements in accordance with established procurement procedures. One proposal was received from Dual Fuel Systems, Inc. of Naperville, Illinois in the amount of \$130,802. Dual Fuel Systems originally built the Village's CNG station in 2001 and has continued to provide non-contract maintenance and repair services.

The limited response to the RFP was investigated by staff. A required pre-proposal meeting was conducted as part of the procurement process and was attended by six vendors which led staff to believe that several proposals would likely be received. Designing and building CNG fueling stations is a fairly specialized business and there are very few local companies who perform this work. Staff was told that out-of-state vendors decided not to submit proposals because of the difficulty in providing future service and support. Other local vendors with limited CNG experience initially expressed interest in the project but determined that the learning curve necessary to provide the work required would not make it economically worthwhile for them to pursue, and by industry standards, this is a very small project. It is not unusual to see CNG fueling infrastructure projects in the \$10 million to \$40 million range, and these larger projects would be more practical for those companies. Staff recommends award of this contract to Dual Fuel Systems, Inc.

ATTACHMENTS

Contract Documents

Contractor Evaluation Form



The Professional's Choice in Quality Equipment

Scope Of Work

Proposer will deliver and install equipment to expand and update the existing CNG fueling station at the Village of Downers Grove Public Works Facility, 5101 Walnut, Downers Grove, IL.

The upgrade shall consist of the following minimum components;

1 ANGI Energy Standard Series NGV Fleet Dispenser

- 2 Hoses
- 5000 psig rated
- 1200 SCFM flow rating
- Class 1 Div 1 Electrical rating
- ANGI Series II, Electronic Controls
- 3 Bank, Solenoid Valves
- 2 - 3,600 psig hoses and nozzles
- Brushed Stainless Steel Series II Cabinet
- ESD Pushbutton
- Includes Vibration Switch

1 Allied Equipment Company Compressed Natural Gas Storage Sphere

- 48" Inside Diameter
- 5,500 to 10,000 PSI design pressure
- Fabricated to ASME Code Section VIII, Division 1 or 2
- 33.5 Cubic Ft. Water Volume
- 250 Gallon Capacity
- 1" Relief Valve with Isolation and Bleed Block Included
- 1/2" Drain Valve Included
- Outer Dimensions 63"(H) X 56"(W)
- Weight 8,735 lbs.
- White Epoxy Paint
-

Storage Pressure	Cubic Ft. Per Sphere	Gasoline Gallons per Sphere	Diesel Gallons per Sphere
5,000#	12,314	103	91
4,500#	11,650	97	86
4,000#	11,045	92	82
3,600#	10,564	88	78

1 FuelMaster 3500 AIM2 Fuel Control and Accounting System

- OBD II port interface for real-time maintenance and vehicle computer data acquisition
- Utilizes Flash technology
- Program real-time changes to the vehicle AIM while pumping fuel
- No external programming accessories needed
- Built-in self-diagnostics of FuelMaster components including fuel island hardware.
- Rugged weatherproof design
- State-of-the-art RF radio communications to fuel island
- Passive capture of vehicle ID, current mileage, date, time, fuel quantity, fuel type, engine hours, PTO hours and more.
- Implements advanced RFID tag technologies
- Wireless vehicle record updates
- AIM2 is ETL listed, CSA approved and meets FCC and IC (Canada) requirements.

A minimum of 3 consecutive days, including all travel and subsistence, shall be provided for testing and start-up by the supplier. The installed fueling station shall undergo a witnessed system test. During the testing of the mechanical, instrumentation and electrical equipment, the Supplier shall make available representatives of the manufacturers of all the various pieces of equipment or other qualified persons who shall instruct the Owner's personnel in the operation and maintenance thereof. Natural gas shall be used for the system test. The tests shall include, but not to be limited to, the items listed below.

- Run-test fueling station for proper operation.
- Test the ESD system
- Test compressor control panels and shutdowns
- Test dispensing system
- Test fuel management system.

All construction will be performed in accordance with NFPA 52 guidelines by qualified contractors.

Proposer will furnish labor, crane, and material to off load one CNG storage sphere and set in place and anchor to existing concrete pad. Run interconnecting 1/2" .083 seamless stainless steel tube between the Sphere and existing line going to the fueling station. The existing storage will be reconfigured to be three banks, high and mid with the new Sphere being the low bank. The existing storage configuration to be determined. Existing CNG ANGI fuel dispenser will be removed and the new ANGI CNG dispenser installed. Electrical and gas piping connections to new dispenser will be made using existing stainless steel tubing, conduits and pit frame, if possible. Additional wire or tubing will require a change order and pricing increase. The venting stack for the new storage sphere will be installed and piped in accordance with NFPA52 guidelines. Storage of the removed dispenser will be the

responsibility of the customer.

The following is included in the pricing for the installation of the FuelMaster 3500 Plus fuel management system with AIM2 technology.

Install the FuelMaster master fuel island terminal located at existing fueling island in same location as existing Petro Vend Master fuel island terminal. Install all necessary additional hose controllers for up to 8 hoses and include AIM2 nozzle tags for each of the 8 nozzles. Install FuelMaster PC software on customers computer. Network card will allow for Ethernet communications/ All existing pulsars to be used.

NOTE: Commercial Wi-Fi equipment for Ethernet communications from the office to the FuelMaster island terminal will be installed. Owner to supply Ethernet network connection near where Wi-Fi access point will be installed on building.

Included is the Factory AIM2 Installation training. Minor electrical work at the islands to configure as necessary to get all pulser wiring and control wiring to new FuelMaster fuel island terminal is included but does not include any underground work.

ASSUMPTIONS:

- Assumes existing pulsers and wiring are operating normal and are re-usable.
- Minimum PC spec for Fuel Master software: Windows PC with 500 MHz or higher processor speed running Windows XP, Windows Vista or Windows 7: 128 MB RAM, CD-ROM drive, 250 MB hard drive space, 800 x 600 display
- We will need Village IT support for Ethernet communications. Does not include credit card network activation or connection of phone lines for credit card dial-out.

Start-up, training and testing will be performed in accordance with the RFP requirements.



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Village of Downers Grove
CNG Fueling Station Expansion & Fuel Management System
RFP-0-27-2011/TT
May 11, 2011 10:30 AM

Cost Summary Table

Type	Quantity	Unit Cost	Extended Cost
ANGI Series II NGV Fleet Dispenser – Stainless Steel Enclosure	1	\$38,500.00	\$38,500.00
Allied Equipment Compressed Natural Gas Storage Sphere	1	\$37,060.00	\$37,060.00
FuelMaster 3500 AIM2 Fuel Management System	1	\$25,200.00	\$25,200.00
On Site Construction	1	\$9,722.00	\$9,722.00
Freight	Per truck	\$1,450.00	\$1,450.00
Site Supervision	5 days	\$750.00	\$3,750.00
Factory Training	4 days	\$1,650.00	\$6,600.00
Performance Bond	If required	\$3,670.00	\$3,670.00
Total			\$125,952.00

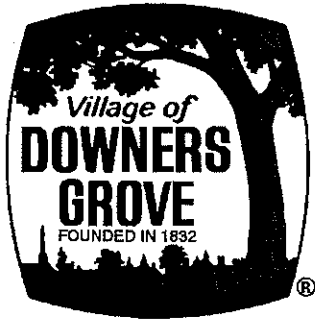


The Professional's Choice in Quality Equipment

Village of Downers Grove
CNG Fueling Station Expansion & Fuel Management System
RFP-0-27-2011/TT
May 11, 2011 10:30 AM

Options Page

Type	Quantity	Unit Cost	Extended Cost
AIM2 kit for single tank vehicle	1	\$230.00	\$230.00
Dual Tank kit for vehicles with two tanks	1	\$65.00	\$65.00
AIM2 remote antenna kits (as needed)	1	\$96.00	\$96.00
ProKees (Black)	1	\$4.20	\$4.20
ProKee encoder	1	\$550.00	\$550.00
Outdoor receipt printer mounted on fuel island terminal	1	\$2,148.00	\$2,148.00



REQUEST FOR PROPOSAL

Name of Proposing Company: Dual Fuel Systems, Inc.

Project Name: CNG Fueling Station Expansion & Fuel Management System

Proposal No.: RFP-0-27-2011/TT

Proposal Due: May 11, 2011 10:30 a.m.

Public Works 5101 Walnut Downers Grove, IL. 60515

Pre-Proposal Conference: REQUIRED April 28, 2011, 10:30 a.m.

Public Works Department 5101 Walnut Downers Grove, IL. 60515

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: **REQUIRED**

Required of Awarded Contractor:

Performance Bond/Letter of Credit: **REQUIRED**

Certificate of Insurance: **REQUIRED**

Legal Advertisement Published: April 20, 2011

Date Issued: April 20, 2011

This document consists of 40 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to May 11, 2011, 10:30 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance

with the requirements of the Contract Documents considered severally and collectively.

3. PRE-PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.
- 3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.**

6. DELIVERY

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801

Village of Downers Grove

Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

- 9.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

Village of Downers Grove

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such

subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
- 18. PREVAILING WAGE ACT**
- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence

Village of Downers Grove

	\$2,000,000	Aggregate (<i>Applicable on a Per Project Basis</i>)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than

A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 22. COMPLIANCE WITH OSHA STANDARDS**
- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA

specifications will be refused.

23. CERCLA INDEMNIFICATION

23.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. BUY AMERICA

24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

24.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

27. TERM OF CONTRACT

- 27.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

Village of Downers Grove

- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

- 33.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

34. WAIVER OF CONTRACT BREACH

- 34.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

- 35.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

36. NOT TO EXCEED CONTRACT

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.
- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

- 37.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAILED SPECIFICATIONS

CNG FUELING STATION EXPANSION & FUEL MANAGEMENT SYSTEM

BACKGROUND

CNG-powered vehicles require 24 hour-per-day, seven day per week access for fueling. Each CNG-powered vehicle will have a nominal filling requirement of between 10 GGE (light duty vehicles) and 60 GGE (snow plow trucks). The Contractor shall supply one (1) dual-hose CNG dispenser with the capability of dispensing fuel simultaneously to a temperature-compensated settled fill pressure of 3,600 psig at 70 degrees Fahrenheit. The dispenser shall be equipped with two (2) 3,600 psig hoses.

The system shall be furnished in accordance with the requirements of NFPA 52, and is to be comprised, at a minimum, of the following major equipment items:

- CNG ground storage vessel(s) with a capacity of 11,300-12,350 scf at 5,000 psig, rated at 5,500 psig minimum
- One dual-hose Illinois Department of Agriculture Weights and Measures approved CNG dispenser with internal fill-sequencing control
- Fuel management system
- Interconnecting piping

FEDERAL TERMS AND CONDITIONS

The Village of Downers Grove is a sub-awardee to the Gas Technology Institute (GTI) of Des Plaines, Illinois for federal grant funds on this project, as part of the United States Department of Energy's Chicago Area Alternative Fuels Deployment Project. The complete agreement between the Village and GTI is attached as an exhibit to these contract documents. The contractor shall be responsible for understanding the applicable federal terms and conditions that apply to this project and for complying with same.

DOCUMENTATION

The Contractor shall provide a complete set of documentation for operation and maintenance of the CNG components and the fuel management system. The Contractor shall provide documentation that is both complete and code compliant. Applicable codes include National Fire Protection Association (NFPA) Code 52 that contains specific language concerning the content of the documentation required for this project.

In addition to the manuals, the Contractor shall provide written certification that the delivered equipment meets the design specification and has been tested according to good engineering practices and complies with all applicable code requirements.

NOTE: Where manufacturers' manuals and leaflets are included in the above documentation, the Contractor shall clearly indicate all information that is not relevant to the specific equipment being supplied.

The Operation and Maintenance (O&M) Manuals furnished for this project shall be consistent with NFPA 52 (2010 Edition). The Contractor shall be responsible for determining the adequacy of each O&M Manual as to content, organization, and quality. A three-ring binder containing all of the manufacturer's specification sheets for each piece of equipment provided, as well as all certifications, shall be provided at the completion of commissioning. Hard copies and, where feasible, electronic files on CD-ROM, shall be provided within the binder. The Village also requires that a "Quick Reference Manual" be provided which lists common replacement parts, procedures for regularly scheduled preventive maintenance routines, and a summarized troubleshooting table.

CODES

The Contractor shall comply with the latest editions of all applicable codes. The appropriate government authorities shall determine the codes that are in force and effect at the time of bidding. The following codes are applicable to this project as of distribution of this RFP; however, the Contractor shall confirm that the cited codes are applicable at the time the construction bid is submitted to the Village.

- NFPA 52, Vehicular Fuel Systems Code, 2010 or latest edition.
- NFPA 70, National Electric Code (latest edition).
- NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages (latest edition).

Note that these codes incorporate, by reference, portions of numerous other design and building codes, which are not listed here. In addition to adhering to the applicable codes, the Contractor shall perform the design, construction, installation and test of the CNG components with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar tasks. The equipment shall be safe and reliable and perform as specified and intended.

PERFORMANCE SPECIFICATION

The Village of Downers Grove is committed to supporting clean-air initiatives and will construct and operate the proposed expanded CNG fueling facility to reach that end. Currently the Village has a small fleet of light-duty CNG vehicles. However, it is anticipated that an increasing number of CNG vehicles will use the CNG capability. These vehicles may include transit buses, street sweepers, and light and heavy-duty trucks.

SCOPE OF WORK

The following items will be required as part of this project and should be included in the

Contractor's costs for this project:

- 1) Connection of the necessary electrical, telephone, and other utility services required for the project.
- 2) Procurement and installation of a fuel-management system, including PC based remote-host software to authorize access and record fueling transactions. The site controller and system for the card reader should be capable of supporting a total of eight (8) fill hoses.
- 3) Procurement and installation of an ASME-certified CNG ground storage vessel(s) with a minimum nominal total capacity of 11,300-12,350 scf at 5,000 psig and rated for 5,500 psig. Either cylinders or a sphere may be used for the storage. Storage vessel(s) should be complete with ASME safety relief device(s) and properly designed support structure and vent stack. Each vessel to be supplied with a support structure for stable mounting to an existing concrete pad.
- 4) Procurement and installation of one (1) dual-hose State of Illinois Department of Agriculture Weights and Measures-approved CNG dispenser.
- 5) Commissioning and start-up of the expanded CNG fueling station and demonstration of proper equipment operation.
- 6) Provision of training to Village personnel in the routine operations and maintenance of the facility.
- 7) Delivery of all documentation to Village.
- 8) Provision of a one-year written warranty on materials and labor covering all systems, components, and materials that comprise the CNG and fuel management system components.
- 9) Provision of a one-year maintenance service agreement on materials and labor covering all systems, components and materials that comprise the project. The one-year period shall commence after the facility has been accepted by the Village. This shall be provided as a separate line item. This one-year agreement is independent of and may be superseded by an optional three-year operations and maintenance agreement.

The Contractor shall use proven, industry-standard equipment, hardware, and software in the construction of these improvements, as approved by the Village. All equipment shall be new and unused. The Contractor shall use packaged-units and skid-mounted equipment, wherever practical, to simplify the configuration and construction process.

CNG Storage Vessel(s)

ASME CNG storage vessel(s), either cylindrical or spherical, shall be provided. The total capacity of the vessel(s) shall be 11,300-12,350 scf at 5,000 psig and must be rated for a MAWP of 5,500 psig. The storage vessel(s) shall be designed, fabricated, tested and stamped in compliance with the ASME Boiler and Pressure Vessel Code, Section 8, Division 1. Cylindrical vessels shall be forged, and spherical vessels shall be constructed from welded plates. A suitable concrete foundation for the vessel(s) shall be provided by the Village as part of this contract.

The CNG storage vessel(s) shall be located outside of the existing CNG fueling station building and shall have the appropriate relief valves and vent stack as required by code.

The CNG storage vessel(s) shall be equipped with a full-port manual ball valve at the inlet/outlet connections, and a “Y” valve for mounting and isolating pressure relief valves capable of being locked in the open position. Valves shall have stainless steel bodies and trim, and shall be designed for a working pressure of 6,000 psig and a set pressure of 90% of the vessel MAWP rating.

High Pressure Tubing

If any high-pressure tubing is required to be installed below grade it shall be continuous and suitably protected by a continuous polyethylene or PVC sleeve. Sleeves used to protect buried gas tubing shall have a minimum inside diameter of three inches, and shall consist of SDR 11 high-density polyethylene pipe, or Schedule 40 PVC pipe. The radius of curvature of any conduit elbow used to house gas tubing shall not be less than four feet. Tubing penetrations through sleeve ends shall be sealed by a watertight UV-resistant sealant, such as hardening silicone.

Swagelok, Bi-lok®, Hoke, or Parker A-lok tube fittings shall be used outside of the priority valve panel. The Contractor shall use tube fittings from a single manufacturer throughout the project so as to simplify identification of appropriate repair parts. The Contractor shall use 300-series stainless steel fittings with stainless steel tubing. Personnel who install tubing and tube fittings shall be trained and certified by the fitting manufacturer for such activity and proof of such training shall be provided to the Village prior to installation. The Contractor shall provide the appropriate high-pressure tubing test reports from the manufacturer to the Village.

CNG tubing shall be drawn, seamless stainless steel, manufactured and labeled in compliance with ASTM A269 or A213, or equivalent and fabricated with TP 304 or TP 316 stainless steel. Tubing system must be designed in accordance with ASME B31.3 for a design pressure of up to 5,500 psig. All tubing shall be installed neatly and in a workman-like manner. All tubing shall be properly anchored and supported and shall be protected from impact.

As CNG tubing expands and contracts in response to its wide range of operating pressures, Parker ParKlump assemblies or approved similar resilient anchors, shall be used to support gas tubing. All tubing installed above ground shall be from straight “stick” stock and shall not be from rolled stock.

Two-Hose CNG Dispenser

One dual hose commercial-type (Illinois Department of Agriculture Weights and Measures Approved) fast-fill CNG dispenser shall be provided. The dispenser shall be NFPA 52 and NEC compliant and shall be designed for operating pressures up to 5,000 psig. The CNG dispenser shall be capable of dispensing fuel at pressures up to 3,600 psig (temperature compensated) through both fueling nozzles. The dispenser shall be capable of delivering simultaneous fills up to 3,600 psig, temperature compensated to 70 degrees Fahrenheit. It shall have an electronic overfill protection, sudden loss of hose pressure shutdown, power loss shutdown, and standard

Emergency Shut-down (ESD) push-button systems. The dispenser shall include vehicle pressure gauges for each hose. The dispenser cabinet shall be rugged stainless steel.

An internal sequencing panel shall be provided to allow continued and rapid filling of vehicles when the CNG pump is waiting to start. The sequencing panel must provide the vehicle with a "full fill," drawing from the cascade storage vessels.

A means of preventing the escape of CNG from the fast-fill system in case the dispenser is knocked off of its base shall be provided. Vent gas resulting from nozzle disconnections shall be vented to a safe location. The vent riser shall be protected from rain, dirt, and debris.

Dispenser inlet connections in the dispenser pit shall be equipped with ½" full-port ball valves. Balls and valve bodies shall be stainless steel.

Dispenser hoses shall be approximately 16' long, shall have retractors and breakaway mechanisms with check valves, and be electrically conductive. Nozzles shall be NGV1 Type 2 and shall have a 3,600 psig connection profile. All nozzles shall be appropriately labeled for their service pressures. Each dispensing hose shall be attached to a self-retracting tension cable to ensure that the dispensing nozzles are kept off of the ground at all times. Nozzle holsters shall be provided in order to retain the fueling nozzle during periods of non-use, and to keep foreign particles and moisture from accumulating in the nozzle.

The CNG dispenser shall be connected to a card reader and fuel management system to prevent dispensing without authorization and to properly record and bill fueling transactions. The dispenser shall be able to generate industry-standard pulse count per mass of CNG dispensed (i.e., 100 pulses per gasoline-gallon equivalent or therm of CNG). Actual pulse count and unit of CNG shall be coordinated with the Village and be compatible with the fuel management system provided.

The dispenser shall incorporate a backlit LCD point-of-sale display for the fuel unit price, equivalent gallons and total amount of fuel dispensed. The dispenser's display shall be properly designed to provide full visibility both day and night. The display will also display the final pressure in the vehicle at the termination of the fill and/or the percent full. The ability to adjust the price per unit charged shall be able to be accomplished at the dispenser and remotely via phone or internet communications with the dispenser.

Fuel Management System

The fuel management system shall have a card reader (fuel card, or bank cards such as Visa or MasterCard) designed to self-certify and provide access to the user for fuel dispensing. Contractors must verify code compliance of this system.

The fuel management system will control, authorize and record the dispensing of petroleum and CNG products as a stand alone system, capable of unattended operation seven days a week, 24 hours a day. Dispensing of petroleum products and CNG is limited to vehicles and equipment equipped with an authorized automotive information module or other authorized access device.

Dial up of the fuel management unit(s) is by voice grade, analog telephone, direct communication via simulated telephone line, or by network card using TCP/IP with fuel system software loaded on a remotely located PC.

The system operates as follows:

The nozzle mounted radio frequency ID tag can only be read/interrogated by the automotive information module's fuel filler neck mounted antennae when the fuel nozzle with radio frequency ID Tag is inserted into the vehicle's fuel filler neck.

The automotive information module's function is to:

- record and track the vehicle's mileage via the vehicle's OBD (or a pulse count from the vehicle's speedometer/odometer input if an older vehicle)
- record and track the vehicle or equipment chronometer to count the time
- store vehicle peculiar information including but not limited to vehicle ID, type of product authorized, quantity limit, and site signature, receive radio frequency ID Tag ID;
- to combine this data, and
- to transmit the combined data to a fuel management unit.

The fuel management unit's function is to:

- evaluate the data, and upon verification that the data meets all acceptance criteria:
 1. to allow the fuel dispenser to be activated
 2. after activation, continue to receive radio frequency data from each Automotive Information Module receiving fuel so as to ascertain that the fuel nozzle is still inserted in the vehicle's fuel filler neck
 3. record all fueling transactions
 4. be capable of transferring the fueling transactions to software, and
 5. receiving from software lock-in and lock-out security data

The fuel management system provides control of the fueling operations, authorization, security, and accounting while requiring no input from the individual accomplishing the fueling.

In summary, the operation of the fuel management system is as follows: The operator (the individual who will be doing the fueling) will remove the fuel nozzle from the dispenser, move the fuel dispenser's reset handle to the fueling position, attach the fuel nozzle to the fuel receptacle of the vehicle, turn on the fill valve and the fill hose nozzle, move the fuel dispenser's reset handle to the fueling position, and dispense fuel. Upon completion of fueling operations the operator will turn off the fill hose valve by going to the vent position, remove the fuel nozzle from the vehicle's receptacle, and reinsert the fuel nozzle into the dispenser's holster, after turning off the dispenser's reset handle.

All control, authorization and accounting operations are conducted by the fuel management system and the control, authorization and accounting operations are all autonomous and carried on unbeknownst to the individuals using the fuel facilities.

System Components

The Fuel Management System consists of the following four (4) items:

1. A vehicle mounted automotive information module is a weatherproof, potted transmitter/receiver micro processor board with flash memory that provides a means whereby:
 - an radio frequency ID Tag mounted on the fuel nozzle that can be read/interrogated;
 - vehicle-specific data including but not limited to vehicle ID, fuel type and quantity limits, pulse to mileage ratio, initial mileage, etc can be stored and retrieved;
 - vehicles manufactured after 1996 should have an on-board computer using OBD II protocol J-1708 or J-1939 standards for large vehicles.
 - The automotive information module connects to the OBD port on the vehicle via an OBD connector, or a 6 or 9 pin connector (if the vehicle is model year 1996 or later). The automotive information module collects the odometer reading and hour reading and other information via the OBD port connection.
 - the automotive information module can collect mileage data from pre-1996 vehicles from the analog pulse, or
 - a transducer may be used to generate a pulse count to collect vehicle mileage.
 - the compilation of this data can be transmitted via radio frequency to a Fuel Management Unit.
2. A fuel nozzle mounted radio frequency ID Tag provides a means whereby an automotive information module can:
 - recognize, by an ID number, which hose has been inserted into the vehicle's fuel filler neck for the purpose of initiating a fueling sequence, and
 - can continue to read/interrogate this ID number to insure the continued presence of the fuel nozzle in the vehicle's fuel filler neck.
3. A fuel management unit, located on the fuel island, is used to turn fuel dispensers on and off, monitor fuel dispensed, receive and send radio frequency data from automotive information module, recognize authorized access keys and interface with dispensers and tank level monitoring systems. The fuel management unit maintains vehicle and user information and can transmit to the flash memory of automotive information module equipment updated information. The fuel management unit has flash memory and can be updated via telephone. It can store up to 4,000 fueling transaction with data to identify the vehicle, user, type of fuel, amount of fuel, pricing, date/time stamp and additional information.
4. Software is installed on an IBM compatible PC, permitting:
 - manipulation of transaction data for printing reports on vehicles, users, products, etc.;
 - downloading of transactions and uploading of authorized vehicle and user lists,

- and transfer and storage of data.

Transaction data may be transferred to any program accepting a flat ASCII file. The software includes an invoicing capability that allows the user to generate invoices for selected customers or agencies from the Central Controller printer. Invoices list each transaction for all vehicles for a user-selected period. Software can be used on a network. Software uses an Access database and uses Crystal Reports as a report writer. This software is compatible with any Windows operating system from Windows 2000, XP, NT or 2003.

System Configuration

The fuel management system is specifically configured to authorize and control the dispensing of fuel based on the information supplied to the fuel management unit by the automotive information module. This data (the RF/ID Tag ID, site signature, vehicle ID, fuel type and quantity limits, and odometer reading) and fuel management unit stored data (site signature, RF/ID Tag ID to hose number and fuel type correlation, and vehicle ID lock-out data) are processed by the fuel management unit prior to authorizing a fueling operation. Access to the fuel management unit can also be by an access key or smart card. Some vehicles can use access key while others use automotive information module for access. Upon completion of a fueling operation, a fueling transaction (time, date, hose number, quantity, transaction type, vehicle ID, and odometer) is recorded by the fuel management unit for later transfer to the package software.

System Capability

Each fuel management unit has the ability to simultaneously control up to eight (8) hoses and up to eight (8) satellite fuel management units, which in turn can simultaneously control up to eight (8) hoses. Each master and each satellite fuel management unit reader can store a minimum of 4,000 transactions. The fuel management system is also capable of controlling bulk or canned oil, antifreeze, CNG and other alternative fuels or liquid products.

The fuel management units have a time-out to deactivate a hose should the pulse count and/or fueling stop. This missing pulse detector is variable from 1 to 255 seconds as set by the supervisor.

Each hose is individually set for any number of pulses between 1 and 1000 for each unit of measurement. Thus the fuel management system can use various rate pulsers to measure different products to various levels of accuracy.

An electronic dispenser interface may be purchased to communicate with and control electronic dispensers. This interface identifies each side of an electronic dispenser as a fueling point and can also track fuel through blended hoses.

Operator Input at Fueling Station

No operator input is required at the fueling station. The operator (the individual who will be doing the fueling) will remove the fuel nozzle from the dispenser, move the fuel dispenser's reset handle to the fueling position, insert the fuel nozzle into the filler neck associated with the vehicle's fuel tank, and dispense fuel. Upon completion of fueling operations the operator will

remove the fuel nozzle from the filler neck and reinsert the fuel nozzle into the dispenser, after turning off the dispenser's reset handle. All control, authorization and accounting operations are conducted by fuel management system. The control, authorization and accounting operations are all autonomous and carried on unbeknownst to the individuals using the fuel facilities.

Data Management and Reporting

Each fuel management unit may be downloaded by the central controller operator at the operator's convenience or at a time of day programmable in the system software by the central controller operator. The system software is capable of unattended dialing and downloading, thus permitting downloading when sites are not in use and when phone rates are less. When automatically downloading, the system software will dial each site in sequence, returning to sites whose modem is busy on first or second attempts. Following downloading, transaction data is available for report generation.

The system software operates on an existing Village-supplied IBM compatible PC using Windows 2000/ME/XP/2003 or NT with 200Mb minimum of hard disk space not including storage space for transactions. The PC will be at least a Pentium operating with at least 400MHz speed and 64Mb of memory.

The system software will provide the following information at the central controller as a transaction record:

- Vehicle odometer and/or chronometer
- Vehicle ID Number
- User ID if collected
- Transaction Number
- Number of units (gallons, quarts, cubic feet, therms, etc.) dispensed to tenths or hundredths.
- Fuel site
- Date & time
- Hose number
- Product number
- Transaction Number

From this information, brought back to the central controller, much additional information may be determined. Using the last and current odometer, the vehicle efficiency or MPG may be determined. By identifying the tank to which a hose is attached, tank inventory will be maintained. The above listed data, along with data maintained in the vehicle file, permits the collection of fleet data to be used as a management tool.

The system software is capable of totaling monthly fuel costs by organization number, vehicle ID, and agency number.

The system software will keep a declining balance inventory of fuel remaining in storage. The inventory report will give a summary of the remaining fuel in each storage tank monitored. It will also note when fuel has reached a certain level and should be purchased for a specific tank.

The system software will allow the operator to compile summary reports for all transactions by site, organization, date, vehicle, etc.

All vehicles due for preventive maintenance are printed by the system software as a message in the exception report on the central controller's printer, provided the PM option is used on access key.

The system software is capable of displaying reports on the central controller's monitor before the reports are printed. When reports are displayed on the central controller's monitor, the user is capable of scrolling up and down to view any page of the report.

Data Storage

In the event of a power failure, the system shall have the capability to store all data collected up to the time of the power failure for a minimum period of three months. The Fuel Management Unit shall have the ability to operate if the Central Controller is down. There shall be a method to access dispenser transaction information should there be data transmission problems. The Fuel Management Unit's main board, with memory, shall be removable and shall be capable of being installed in an operating Fuel Management Unit and downloaded; or, if the Central Controller is inoperable, another Central Controller shall be capable of downloading data.

Vehicles to be outfitted: The Village will install vendor supplied modules in approximately 200 vehicles. The unit price and overall extended price shall be provided separately.

The vendor shall provide a total fuel management solution including installation and implementation of a secure, accurate automated fuel management system (FMS) for the Village of Downers Grove. The FMS will automate dispensing fuel at the Village's fuel site, and be integrated with Village of Downers Grove's current Fleet Maintenance Software Package which is Computerized Fleet Analysis (CFA).

Use of Existing Equipment: The Contractor shall use existing equipment such as dispenser's pit frame, fuel island hardware, and underground sleeves and conduits where appropriate.

Network Communications: FMS will automatically transfer the fuel transaction data from the site controller to Village of Downers Grove's software.

START-UP AND COMMISSIONING

The Contractor shall be responsible for the commissioning, start-up, adjustment, preliminary maintenance, and checkout of all equipment and instrumentation. If any equipment or system does not operate according to the manufacturer's specifications; this performance specification; or the Contractor's proposal, drawings, specifications and project submittals; the Contractor shall immediately repair or replace components until they operate properly.

The Contractor shall provide on-site support to supervise the start-up and commissioning process for a minimum period of four (4) business days (Monday - Friday). Startup will be considered

complete when flow, function tests, and calibration have been satisfactorily completed. Personnel designated by the Village of Downers Grove to operate the facility shall be present during the start-up phase and, as part of the training process, shall perform any tasks relative to their respective job titles under the direct supervision of the Contractor.

After installation is complete, Contractor shall demonstrate to the Village that the systems operate in accordance with the intent and meaning of this performance specification; the Contractor's drawings and specifications; and the manufacturer's specifications and recommendations. The Contractor will be required to demonstrate to the Village the successful and repeated operation of all components of bulk storage, dispensing and metering during a scheduled 72-hour period. The Contractor shall document in writing the official start and ending times for this 72-hour period, complete with signatures from the proper Village officials. Scheduling and documentation of the start and end of this demonstration period shall be the responsibility of the Contractor. The Village will use the following performance criteria in reviewing the operation of the delivered CNG refueling station.

Operation / Minimum Performance Criteria

Simultaneous CNG dispensing through both fuel nozzles

Tie-in of new CNG ground storage to the existing priority panel system under the direction of the Village or their technical representative.

By-pass of CNG ground storage by priority panel system when storage is empty and CNG fuel is required at the dispenser

ESD push-button suitable for Class I Division 2 Group B in an enclosure suitable for installation at the dispenser for ESD system activation;

Successful operation of the fuel management, ESD, and card-reader system

Illinois Weights & Measures Certification of CNG dispenser

It is only upon the demonstration of the above, in addition to the other requirements of this RFP that the facility will be considered complete and accepted by the Village and the one-year warranty period started.

The Contractor and Village representative shall agree that personnel have been adequately trained in operation and maintenance of the facility, including all emergency procedures, before the Village accepts responsibility for facility operation and maintenance.

Delivery of the equipment to the Village will be dictated per the above performance testing requirements and other deliverables.

TESTING AND INSPECTION

Each piece of equipment shall be inspected and tested by the Contractor to the satisfaction of the Village and to verify compliance with this performance specification before the facility is put into normal day-to-day operation.

When the equipment start-up is complete, the Contractor shall submit appropriate test reports to the Village to verify compliance as part of the documentation requirements.

TRAINING

The Contractor shall provide training for Village employees designated by the Village to operate the facility. At least two training sessions will be required. This training shall be consistent with the requirements of NFPA 52 (2010 Edition).

Along with these training courses, the Contractor shall provide the Village with a manual and the instructions necessary for the Village to conduct its own bi-annual training courses consistent with the aforementioned codes.

Upon completion of each training course, the Contractor shall issue each Village staff a written certificate of completion for the specific training provided. A duplicate copy of these certificates shall be provided to the Village administrative staff, and the Contractor shall also maintain a duplicate copy.

The training provided by the Contractor shall include, as a minimum, the following elements:

- An overview of the new equipment's integration into the existing facility and its operation.
- An overview of each piece of equipment, including its function as part of the total system.
- Instruction on routine daily operations and maintenance checks.
- Instructions on safety and emergency procedures.

Training shall include hands-on training during the actual start-up of the facility. Wherever possible, the Contractor shall utilize factory-trained personnel or factory-provided training materials. The Village shall determine which employees are to receive training.

MAINTENANCE AND OPERATIONS

As part of the overall contract, Proposers shall submit separate cost information for a written maintenance and operations contract during which time the Contractor shall be responsible for all routine and preventive maintenance, as well as all repairs due to equipment failure(s), at no additional cost to the Village. The maintenance program shall be based on the recommended maintenance schedules for the various pieces of equipment, as outlined in the facility's Maintenance Manual. The first year of the optional maintenance contract shall run concurrently with the warranty requirements.

The Contractor, or its representative, shall perform all emergency repairs within 24 hours of notification of a failure. Repairs required as a result of vandalism or damage by other factors outside the normal scope of maintenance and repair shall receive prior written approval and shall be reimbursed by the Village. Non-routine service shall include a maximum two-hour call back

guarantee and a properly equipped technician shall be provided on site within four hours of notification. Call out service shall be provided by the Contractor on a 24 hour per day, seven day per week basis.

WARRANTY

The Contractor shall guarantee in writing all facility equipment and workmanship for a period of one year, commencing after the date of final completion and acceptance of the facility by the Village. The one-year warranty period shall not commence until the stated provisions have been fulfilled and the Village has accepted the facility.

Within each response to this solicitation, Contractors shall clearly identify those items of their proposed system, which are generally considered "routine maintenance items" rather than items falling within the one-year warranty required for this project. Unless specifically listed and described as normal station maintenance and repairs, and unless specifically excluded in the Contractor's proposal, the Village will assume that the full warranty coverage is provided by the Contractor as part of this project. During the first year, the Contractor shall adjust, repair, or replace any faulty equipment or assembly covered under the warranty at no cost to the Village. Warranties shall be in writing, in a form satisfactory to the Village, and shall be delivered to the Village before the final acceptance of the facility. In cases where the manufacturer warrants a specific piece of equipment for a period of more than one year, the manufacturer's warranty shall take precedence until expiration. Emergency repair shall be performed within 24 hours of notification through the one-year warranty period.

EXPERIENCE REQUIREMENTS

The contractor shall be required before the award of any contract to show to the complete satisfaction of the Assistant Director of Public Works that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the Assistant Director of Public Works in regard to the contractor's qualifications. The Assistant Director of Public Works shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Assistant Director of Public Works reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Assistant Director of Public Works that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the service required.
2. The ability of the contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor.
4. The quality of performance of previous contracts or services with the Village and other municipalities within the last five (5) years.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Proposal Format

In order to be considered responsive, and evaluate proposals fairly and completely, each prospective vendor must follow the format set out in this RFP and provide all information requested. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. A detailed tabbed index in a 3-ring binder is highly suggested (do not use spiral, comb or glue binding) and must include the following:

Introduction

Proposals must include the complete name and address of vendor and the name, mailing address, and telephone number of the person the Village should contact regarding the proposal.

- Proposals must be signed by an authorized representative confirming that the vendor will comply with all provisions in this RFP.

Experience/Staff Resumes

- Vendor shall indicate the expertise and experience of the Vendor relative to the requirements contained in this RFP.
- Submit resumes for the individuals who will be performing the services for the Village.

Resumes shall be formatted in the following order;

- 1) Position with the Company
- 2) Role in the Project
- 3) Experience with the requirements and tasks being requested
- 4) Work history on similar projects with the company
- 5) Legal relationship of the named person with the prime contractor

Technical Approach/Implementation

A detailed work plan and methodology your firm would follow in performing services under the contract. ***Do not restate the Village's Scope of Work*** but rather provide the approach your firm will take and any recommendations. If your firm's approach is different than stated in the Village's Scope of Work, explain how and why. Describe the planned testing methodology and field approach to the project. Account for potential problems to be expected and the possible techniques to be employed for solving those problems.

Provide sample reports, protocol, procedures, or spreadsheets representative of those that will be provided to the Village.

The vendor will present a schedule for the project. The schedule will highlight important milestone dates with a description of what these tasks include. Please include a Gantt-type chart depicting the project from start to final acceptance. Project must be completed before the end of 2011.

Cost Proposal

In conjunction with the proposal, vendors shall also submit one (1) original and two (2) copies of the cost proposal (all costs).

PROPOSAL EVALUATION PROCESS

Vendor Selection

A technical review committee will evaluate the proposals. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews. The firm determined best qualified to perform this project will be recommended to the Village Council for contract award. The Village of Downers Grove reserves the right to reject any and all proposals for any reason deemed appropriate by the Village.

The Village may conduct negotiations with the top vendor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost; therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited vendor to continue forward the project. Should the first selected vendor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected vendor. If the Village does not find that any vendor meets the needs and requirements, the Village is not obligated to enter into an agreement for this project.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

DUAL FUEL SYSTEMS, INC.

Company Name

Date: MAY 11, 2011

31W356 DIEHL ROAD

Street Address of Company

dualfuel@ameritech.net

Email Address

NAPERVILLE, IL 60563

Village, State, Zip

C. JOHN SCHWAB

Contact Name (Print)

(630)305-7770

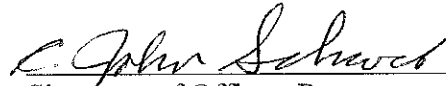
Business Phone

(630)305-7770

24-Hour Telephone

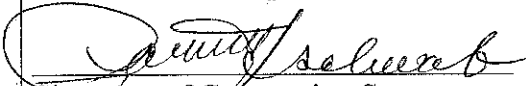
(630)305-7766

Fax



Signature of Officer, Partner or
Sole Proprietor

ATTEST: If a Corporation


Signature of Corporation Secretary

C. JOHN SCHWAB, PRESIDENT

Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: DUAL FUEL SYSTEMS, INC.

ADDRESS: 31W356 DIEHL ROAD

VILLAGE: NAPERVILLE

STATE: ILLINOIS

ZIP: 60563

PHONE: (630)305-7770 **FAX:** (630)305-7766

TAX ID #(TIN): 36-3125487

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

VILLAGE: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

Individual

Sole Proprietor

Partnership

Charitable/Nonprofit

Limited Liability Company –Individual/Sole Proprietor

Limited Liability Company-Partnership

Limited Liability Company-Corporation

Medical

Corporation

Government Agency

SIGNATURE: C. John Schwab

DATE: 5/9/2011

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to CNG FUELING STATION, proposer DUAL FUEL SYSTEMS, INC., hereby certifies

(Name of Project)

(Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

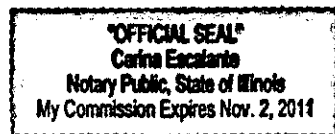
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: C. John Schwab
Proposer's Authorized Agent

3	6	-	3	1	2	5	4	8	7
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 9 day of May, 2011.

Carina Escalante
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of DUAL FUEL SYSTEMS, INC., and the full names of its Officers are as follows:

President: C. JOHN SCHWAB

Secretary: PATRICIA F. SCHWAB

Treasurer: PATRICIA F. SCHWAB

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Country Companies Insurance

Agent Tim Ohm

Street Address 245 South Gary Avenue

Village, State, Zip Code Carol Stream, IL 60188-0000

Telephone Number 630.668.4518

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: DUAL FUEL SYSTEMS, INC.

Print Name and Title of Authorizing Signature: C. JOHN SCHWAB, PRESIDENT

Signature: *C. John Schwab*

Date: MAY 10, 2011

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date:

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature C. John Schwab

Company Name C. JOHN SCHWAB

Title PRESIDENT

Date MAY 10, 2011

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. 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, or convicted of or had a civil judgment against them for a 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;
3. 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 (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

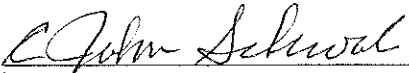
Company Name: DUAL FUEL SYSTEMS, INC.

Address: 31W356 DIEHL ROAD

Village: NAPERVILLE, ILLINOIS Zip Code: 60563

Telephone: (630) 305-7770 Fax Number: (630)305-7766

E-mail Address: dualfuel@ameritech.net

Authorized Company Signature: 

Print Signature Name: C. JOHN SCHWAB Title of Official: PRESIDENT

Date: MAY 10, 2011

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer,
bidder or vendor who
responds by submitting a bid

or proposal to the Village of Downers Grove shall be required to submit with its bid submission,
an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove
Council Policy on Ethical Standards and is applicable to those campaign contributions made to
any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose
campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4),
made to current members of the Village Council within the five (5) year period preceding the
date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making
any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to
any Village Council member and any challengers seeking to serve as a member of the Downers
Grove Village Council.

Under penalty of perjury, I declare:

X Bidder/vendor has not contributed to any elected Village position within the
last five (5) years.

C. John Schwab
Signature

C. JOHN SCHWAB
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current
member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove

3:C:\Users\Authorized User\Desktop\Downers Grove Expansion Bid\CNG Fueling Station Update 4-19-2011.doc



SUB-AWARDEE AGREEMENT

This AGREEMENT made and entered into as of this 14th day of DECEMBER 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

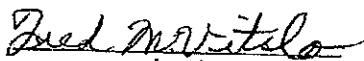
NOW, THEREFORE, the parties agree that SUB-AWARDEE shall furnish the materials, facilities, equipment, personnel, services, and all other necessary and related items for the performance of the program, all as more fully set forth in the following attachments to this Agreement, which are hereby made part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


signature

Fred M. Vitalo
Director, Contract Services

VILLAGE OF DOWNERS GROVE

By:


signature

Ron Sandack, Mayor
Name and Title of Signer





NGV EQUIPMENT SPECIFICATION SHEET

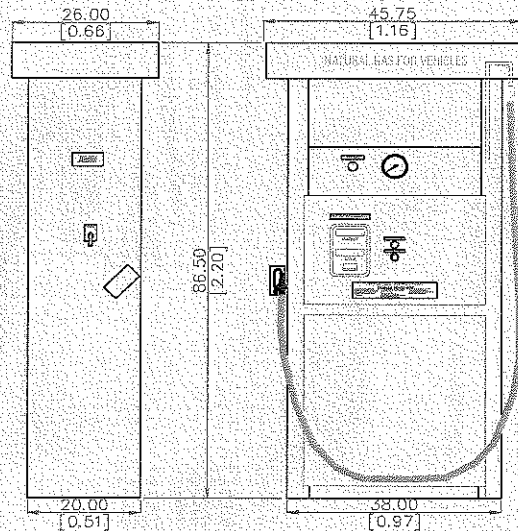
ANGI JOB/BID NUMBER: Q000791
 CLIENT: Downers Grove
 DATE: 5/6/2011
 PREPARED FOR: GENERAL SPEC
 PAGE: 1 Of 1

STANDARD SERIES II NGV DISPENSER (FLEET)

Figure 1: Typical Dispenser



Figure 2: Dispenser Outline Drawing



SPECIFICATION (TYPICAL)

MAKE	ANGI
MODEL	Series II
NUMBER OF HOSES	2 Hoses
PSI RATING	5000 psig (350 bar)
FLOW RATING	1200 SCFM
ELECTRICAL RATING	Class I Div I
FLOW METER	Micro Motion CNG 50
CUSTODY TRANSFER APPROVALS	Full USA Approvals and Certain International Approvals
ELECTRONIC CONTROL	ANGI Series II
DISPLAY SYSTEM	ANGI Series II, 3-Line Backlit Display
SEQUENCE	3- Bank, Solenoid Valves
FILL ALGORITHM	ANGI Series II or GTI AccuFill
FILL COMPENSATION	Full compensation including ATC, Heat of Compression and Backpressure
NOZZLE TYPE	Staubli P36 (3600 psig)
CABINET	Brushed Stainless Steel Series II
POWER	120 VAC 60 Hz
POWER CONSUMPTION	5 Amps@ 120 VAC (typical operating load)
COMPONENT/TUBING SIZE	1/2" Nominal
HOSE	3/8" Fill x 1/4" Vent
FILTER	Parker J2 x 3
INLET ISOLATION VALVE	Included

Notes

- 1 Includes ESD Pushbutton
- 2 Includes Vibration Switch
- 3
- 4
- 5

ALLIED

EQUIPMENT, INC.

COMPRESSED NATURAL GAS STORAGE SPHERE

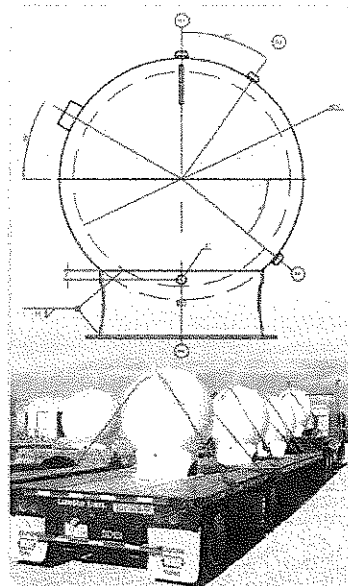


- 48" Inside Diameter
- 5,500 to 10,000 PSI Design Pressure
- Fabricated to ASME Code Section VIII, Division 1 or 2
- 33.5 Cubic Ft. Water Volume
- 250 Gallon Capacity
- 1" Relief Valve with Isolation and Bleed Block Included
- 1/2" Drain Valve Included
- Outer Dimensions 63"(H) x 56"(W)
- Weight 8,735 lbs.
- White Epoxy Paint
- Stackable Options Available

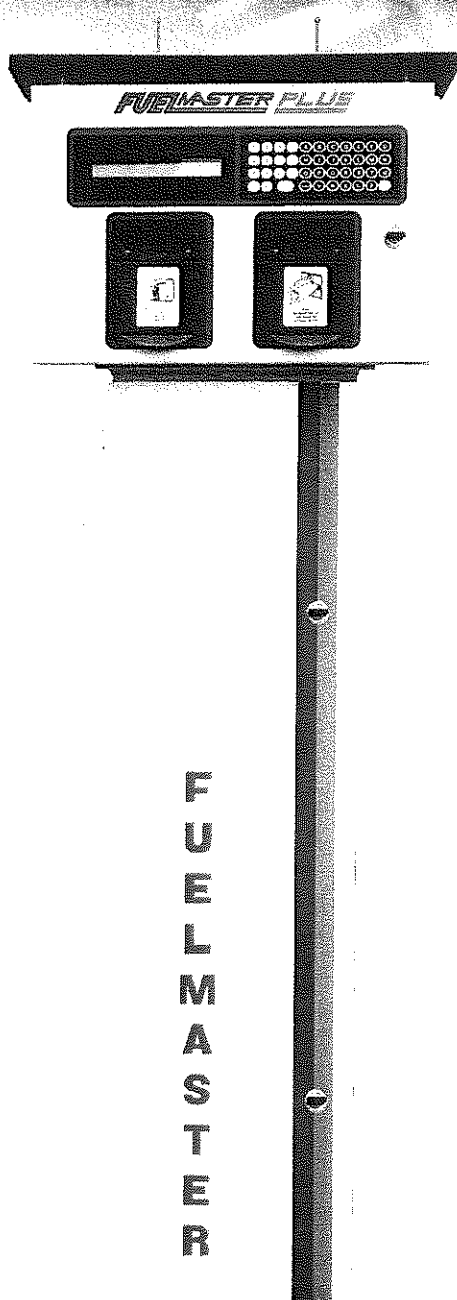
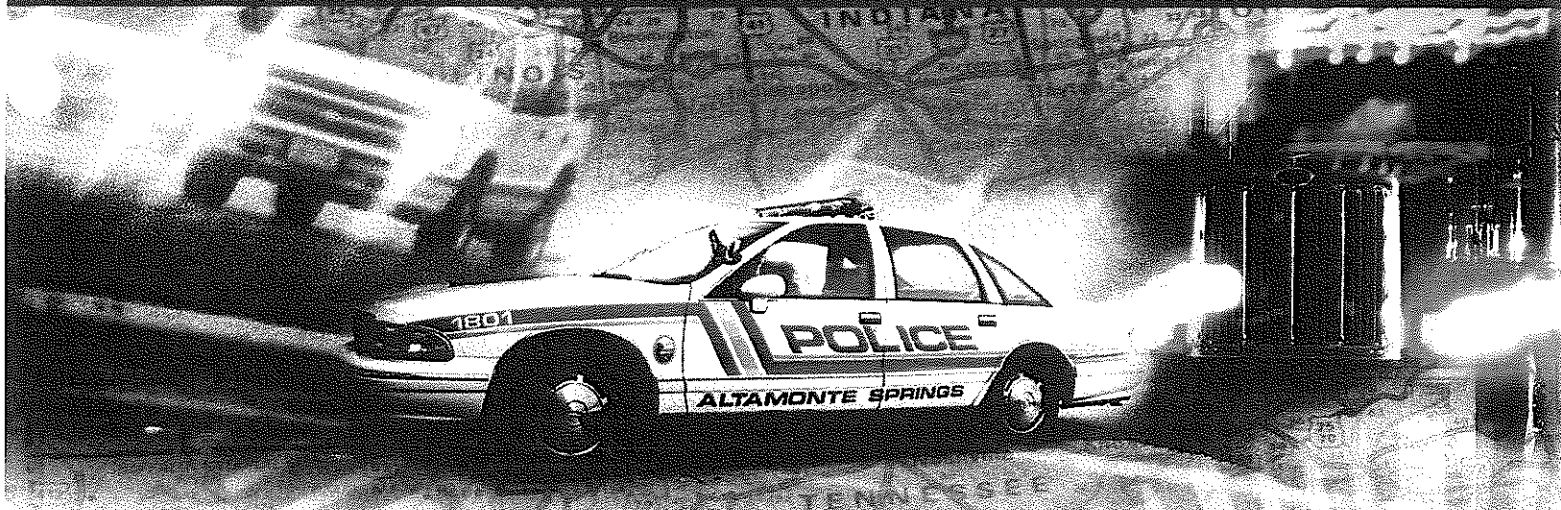
48" ID SPHERE

Storage Pressure	Cubic Ft. Per Sphere	Gasoline Gallons per Sphere	*Diesel Gallons per Sphere
5,000#	12,314	103	91
4,500#	11,650	97	86
4,000#	11,045	92	82
3,600#	10,564	88	78

*135 cu. ft. of natural gas is equal to one (1) gallon of diesel fuel.



SMART VEHICLE TECHNOLOGY



FUELMASTER 3500 AIM2®

FuelMaster® Fuel Management Unit (FMU) / Automotive Information Module (AIM2®)

Autonomous Fuel Control & Accounting System

Our patented Automotive Information Module (AIM2®) makes integration of technological innovations an easy process. With our new expansion capabilities, you can now have next-generation electronic technology in this year's system!

System's Components and Features:

- OBD II (On-board diagnostics) port interface for real-time maintenance and vehicle computer data acquisition (odometer, engine hours, idle time, engine error codes, etc.)
- Utilizes Flash technology for memory and upgrade capabilities
- Program real-time changes to the vehicle AIM while pumping your fuel
- No external programming accessories needed
- Ingress/egress security monitoring via gate control
- Built-in self-diagnostics of **FuelMaster®** components including fuel island hardware
- Rugged weather-proof design
- Easy installation and greatly reduced maintenance time
- Designed to take the driver "out-of-the-loop" and reduce mechanic's time and labor
- Modern state-of-the-art RF radio communications to the fuel island
- Passive capture of vehicle ID, current mileage, date, time, fuel quantity, fuel type, engine hours, PTO hours and much more
- Complete control and comprehensive security over fuel dispensers and fuel dispensed
- Implements advanced RFID tag technologies
- Wireless vehicle record updates
- AIM2® is ETL listed, CSA approved and meets FCC and IC (Canada) requirements

C.A.R.B. Approved
(California Air Resource Board)

Tomorrow's Technology for Today's Needs



STEP 2: RFID Tag on the fuel nozzle is interrogated by AIM2® mounted in the vehicle.

STEP 1: The driver inserts the fuel nozzle in the vehicle.

STEP 3: The AIM2® transmits RFID tag data, vehicle data and OBD II data to the FMU.

STEP 4: The FMU evaluates this data, turns on the fuel dispenser and records fuel transaction data. The FMU ends the transaction immediately when the pre-authorized quantity of fuel is dispensed or when the nozzle is removed.

AIM2®, the next generation of automated fuels accounting technology, offers an "on-board" vehicle computer interface and reduces installation time for a customer's mechanics. Syn-Tech took the driver out of the fueling process when it introduced its first AIM unit several years ago, requiring no data entry by the driver. AIM2® not only keeps the driver out of the fueling process but also takes the mechanic out of the maintenance process. AIM2® is truly a passive experience for both the driver and the mechanic. Installation is simple; however, Syn-Tech offers a complete turnkey installation package to all AIM2® customers.

AIM2® technologies, which are protected under U.S. Patent No. 5,923,572, provide a major improvement in fueling automation by eliminating the need to supply power to the fuel nozzle. Coupled with wireless transmission of data to and from the vehicle, Syn-Tech has introduced the ultimate "hands off" system to the fueling process.

AIM2® and the RFID tag technologies are certified to UL 913 and UL 1238 (U.S.) and CSA C22.2 157A (Canada). In addition, it is listed as intrinsically safe by ETL. AIM2® and its radio technologies comply with FCC regulations as defined in Part 15 Class A of FCC requirements (U.S.) and with IC ES003 requirements (Canada). No safety barriers

need to be mounted in or around fuel dispensing equipment and/or fuel nozzles. AIM2® RFID tag technologies are C.A.R.B. (California Air Resources Board) approved for Stage I and Stage II vapor recovery systems.

Passive vehicle maintenance data collection at fleet maintenance facilities eliminates the need to physically connect the vehicle to diagnostics equipment to ascertain vehicle health and safety.

For added security, AIM2® continuously communicates with the nozzle mounted RFID tag after the driver inserts the nozzle. The FMU ends the transaction immediately when the nozzle is removed. This completely eliminates fuel theft.

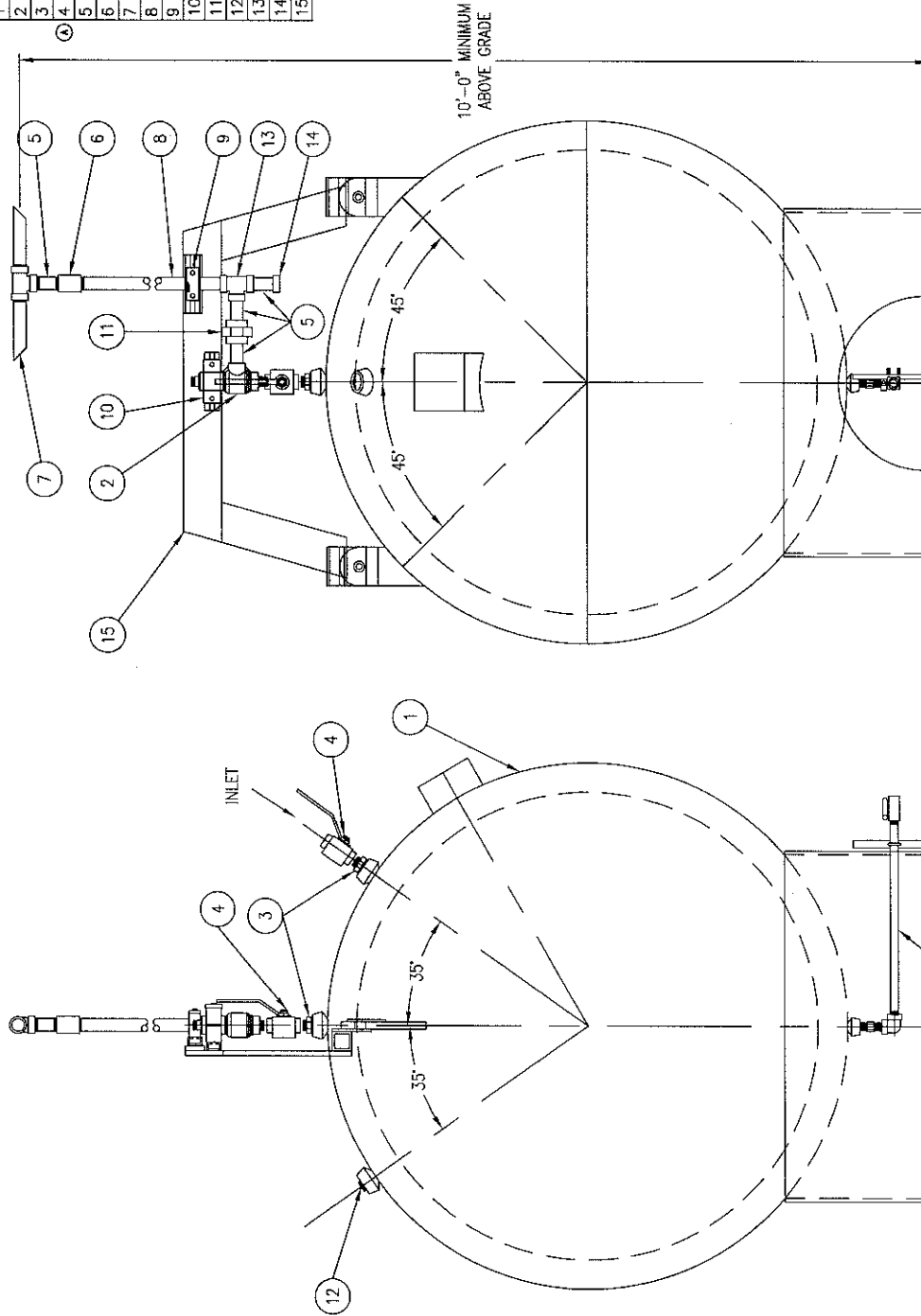
AIM2® enables multiple points of highly accurate data capture via the fuel island, maintenance facility or gate controller to provide real-time diagnostics and prognostics.

Syn-Tech is the industry leader in RF technology. If you're looking for a truly passive system, there's only one place to find it: **FuelMaster®**

FUELMASTER®

NO.	QTY.	PART NUMBER	DESCRIPTION	LENGTH
1	1	983-07247	SPHERE, STORAGE 48" ID 5000# DP (PV51)	*
2	1	331-08051	VALVE-RELIEF 5000# C-ORF, MERCER(SRV151)	
3	2	380-07251	NIPPLE-1X3/4 HEX SS 8300#	
4	2	334-07295	VALVE-BALL SVF 3/4 6000# W/LKG HDL(MV33)	
5	4	380-01402	NIPPLE 1x3 SCH80	
6	1	320-00631	COUPLER-THRD 1.3M FS	
7	1	380-07252	NIPPLE-1 x 12 SCH80	
8	1	020-01552	STEEL-PIPE 1 SCH80 SMLS	48" LG.
9	1	750-07281	CLAMP-PIPE 1 PP RAIL STAUFF	
10	1	750-07293	CLAMP-PIPE 2 PP RAIL STAUFF	
11	1	343-02346	UNION-THRD 1.3M FS	
12	1	311-02811	PLUG-PIPE 1 6M SQ HD FS	
13	2	301-02201	TEE-THRD 1.3M FS	
14	1	786-00350	CAP-THRD 1.3M FS	
15	1	865-07241	BRACKET-RELIEF VALVE SPHERE (48" I.D.)	*

* DRAWING AVAILABLE



NOTE: CUT IN HALF AT 45°
DEBURR SHARP EDGES.

DETAIL ITEM #7
SCALE 1:6

STORAGE PRESSURE	CU. FT. PER SPHERE
5000#	12,314
4500#	11,650
4000#	11,045
3600#	10,564

WEIGHT = 8500LBS (EMPTY)

ANGI international 15 PLUMB STREET MILTON, WI 53563 PH: 608-868-4526 FX: 608-868-2723		UNLESS OTHERWISE SPECIFIED BREAK SHARP EDGES ALL DIMENSIONS IN INCHES FRACTIONAL TWO PLACE DECIMAL THREE PLACE DECIMAL ANGLES		TITLE STORAGE SPHERE ASSEMBLY 48" ID, 11250 SCF	
THIS DRAWING AND ALL INFORMATION THEREIN IS THE SOLE PROPERTY OF ANGI AND SHOULD NOT BE COPIED, REPRODUCED, OR SUBMITTED TO OTHERS WITHOUT WRITTEN AUTHORIZATION. ALL REPRODUCTIONS ARE SUBJECT TO RETURN ON DEMAND.		CUSTOMER SHEET DRAWN BY JMS		PROJECT NO. STANDARD DRAWING NO. S01-30-004	
REV I DATE/REV 04/06/07 A JMS/MCY REPLACED SHARPE VALVE (MV 17A) WITH SVF VALVE (MV 83) - SEE ECH 070406-04		REV I DATE/REV 04/06/07 A JMS/MCY REPLACED SHARPE VALVE (MV 17A) WITH SVF VALVE (MV 83) - SEE ECH 070406-04		SCALE 1/12 DATE 09/12/04	

JENS/DRAWINGS/S01-30-004



The Professionals Choice in Quality Equipment

Dual Fuel Systems, Inc. was incorporated in 1981 to provide alternative vehicle fueling solutions to municipal, utility and local fleets. The business has expanded to include designing, installing and maintaining compressed natural gas (CNG) refueling stations for customers in the Chicagoland and Northern Illinois regions.

Dual Fuel Systems, Inc. has provided CNG station equipment and installations for fleets and individuals.

A sample of our fleet and municipal customers are:

- City of Chicago CNG stations
 - 5 CNG stations providing equipment and/or installation
- Chicago O'Hare Airport CNG station
- Village of Downers Grove CNG station
- Rock Island County Metropolitan Mass Transit District CNG station
- Village of Evanston CNG equipment
- Village of Oak Park CNG equipment
- Village of Naperville CNG equipment
- University of Illinois at Chicago, CNG equipment

DFS also provides maintenance and repair services and long term maintenance contracts for existing CNG stations.



The Professional's Choice in Quality Equipment

**Village of Downers Grove
CNG Fueling Station Expansion & Fuel Management System
RFP-0-27-2011/TT
May 11, 2011 10:30 AM**

Performance Bond

The performance bond will be provided by the Old Republic Surety Company, P.O. Box 1635, Milwaukee, Wisconsin 53201 through our primary insurance carrier;

Country Financial Services
Tim Ohm
245 South Gary Avenue
Carol Stream, IL 60188-2022
(630)668-4518

The premium is 3% of the contract price.

SUB-AWARDEE AGREEMENT

This AGREEMENT made and entered into as of this 14th day of DECEMBER 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:

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- 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: Ron Sandack
signature

Ron Sandack, Mayor
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 - December 14, , 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 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.

Deliverable	Due Date to GTI
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.

Equipment	Description with Nominal Capacity
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

Service	Description
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

SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS.....	2
RESOLUTION OF CONFLICTING CONDITIONS.....	2
AWARD AGREEMENT TERMS AND CONDITIONS	2
PAYMENT PROCEDURES – REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS).....	2
INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD	3
COST SHARING FFRDC'S NOT INVOLVED.....	3
REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS	3
FINAL INCURRED COST AUDIT.....	4
STATEMENT OF FEDERAL STEWARDSHIP	4
SITE VISITS.....	4
REPORTING REQUIREMENTS	4
PUBLICATIONS.....	5
FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS	5
INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION	5
LOBBYING RESTRICTIONS.....	5
NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS.....	6
PROPERTY	6
INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP	6
INDEMNITY	7
NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS.....	7
DECONTAMINATION AND/OR DECOMMISSIONING (D & D) COSTS.....	7
SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)	7
REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.....	11
WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT.....	14
RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS	15
DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	16
RECIPIENT FUNCTIONS.....	23

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/rtr/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.

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
Total Project		\$14,999,658	\$24,625,322	\$39,624,980

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), 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).

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.

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, 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 grant 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, 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)*
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Item 1:

Foreign steel, iron, or manufactured good			
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Domestic steel, iron, or manufactured good			
--	--	--	--

Item 2:

Foreign steel, iron, or manufactured good			
---	--	--	--

Domestic steel, iron, or manufactured good			
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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 1(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.

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 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**

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	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.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign
Here

Signature of
U.S. person ▶

Date ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 684(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 654 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 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ³
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
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 ⁶
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. Payors 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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at 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

SUB-AWARDEE

	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

Name	Street Address	City	State	Zip Code	DLIS Number	CSN Number
PER CYCLE REPORT						
Vehicle Department Work Originally Planned for this Quarter						
Vehicle Department Work Actually Completed for this Quarter						
Vehicle Department Work Planned for Next Quarter						
Infrastructure Department Work Originally Planned for this Quarter						
Infrastructure Department Work Actually Completed for this Quarter						
Infrastructure Department Work Planned for Next Quarter						
Completed Training/Interagency Training/Events for this Quarter (If applicable)						
Planned Training/Interagency/Local Events for Next Quarter (If applicable)						

INFRASTRUCTURE DATA COLLECTION						
Company / Station name	Address	Actual Total Cost	Actual Grant Funds Requested	Fuel Sales (thb Quarter)	Fuel Sales (Cumulative)	Avg Fuel Selling Price (\$/GGE)

[illegible]

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
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 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
http://www.wdol.gov/wdol/scafiles/davisbacon/IL9.dvb		

12/9/2009

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

 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

 ELEC0134-002 04/01/1998

	Rates	Fringes
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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.

* 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 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; 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; Aotomatic 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

* 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
IRON0063-001 06/01/2009		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.20	22.99
IRON0063-002 06/01/2009		
	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.15	18.43
IRON0136-001 07/01/2009		
	Rates	Fringes
IRONWORKER		
Machinery Movers and		
Riggers.....	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54
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 (Gunite); 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: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Guniting

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; 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

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

* MARB0087-001 06/01/2009

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

PAIN0014-001 06/01/2009

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

PAIN0027-001 06/01/2009		

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

PLAS0005-002 07/01/2009		

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

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

SFIL0281-001 01/01/2008		

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

SHEE0073-001 01/01/2007		

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

SHEE0073-002 01/01/2007		

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

* 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

 * 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 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

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

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)).

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.

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.

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

* 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

* 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; 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 vehicles, such as mounted crane trucks 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 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

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.

* 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

* 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

* 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 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 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

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)).

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.

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
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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.

ELEV0132-004 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.

* 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); Hydraulic 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

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

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
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IRONWORKER

Machine Movers and Riggers..	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54

 IRON0393-002 07/01/2009

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

	Rates	Fringes
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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
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IRONWORKER.....	\$ 38.00	26.26
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 IRON0498-006 06/01/2009

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
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IRONWORKER.....	\$ 35.00	27.66
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 LABO0002-003 06/01/2008

DU PAGE COUNTY

	Rates	Fringes
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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 derrickmen 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

LAB00075-001 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 runaways, 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

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 (tamperers & 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

* MARB0087-002 06/01/2009

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

PAIN0014-002 06/01/2009

GRUNDY, LAKE, and WILL COUNTIES

Rates Fringes

PAINTER

Brush, Decorator, and
Paperhanger.....

\$ 38.00 18.44

PAIN0027-003 06/01/2009

Rates Fringes

GLAZIER.....\$ 37.00 22.88

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

PLAS0005-003 07/01/2009

GRUNDY and WILL COUNTIES

Rates Fringes

PLASTERER.....\$ 38.55 19.14

PLAS0005-006 07/01/2001

DU PAGE COUNTY

Rates Fringes

PLASTERER.....\$ 28.65 8.44

PLAS0011-008 07/01/2004

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

Rates Fringes

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

PLAS0011-012 06/01/2004

GRUNDY AND WILL COUNTIES

Rates Fringes

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

 PLAS0011-014 06/01/2004

LAKE COUNTY

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

PLAS0803-002 06/01/2008

DUPAGE COUNTY

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

PLUM0093-001 06/01/2008

LAKE and McHENRY COUNTIES

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

PLUM0130-002 06/01/2008

DUPAGE COUNTY (Argonne National Laboratories and Fermi National Laboratory)

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

PLUM0422-004 06/01/2009

GRUNDY and WILL COUNTIES

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

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

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 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 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

* 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 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

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)).

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.

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.

 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
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 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

* 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

* 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

* 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; 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

* 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, Lynnvile, 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 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

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.

* 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

* 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

* 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

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

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)).

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.

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.

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	\$ _____
Amount to be remitted to DOE	\$ _____

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



Village of Downers Grove

Contractor Evaluation

Contractor: Dual Fuel Systems, Inc.
Project: CNG Fueling Station Installation & Maintenance

Primary Contact: John Schwab, President
Phone: 630-305-7770

Time Period: Dual Fuel Systems installed the Village's CNG fueling station located at 5101 Walnut Avenue in 2001. They have continued to provide service and support as needed over the past decade.

On Schedule (allowing for uncontrollable circumstances): ☒ yes ☐ no

Provide details if early or late completion:

Dual Fuel Systems has provided timely response to Village requests for service and support throughout the years.

Change Orders (attach information if needed): None

Difficulties / Positives:

Dual Fuel Systems installed the Village's CNG fueling station in 2001 and has provided ongoing maintenance and support. The CNG station has performed very well with minimal downtime. The equipment that Dual Fuel Systems provided was quality equipment and was properly installed. Their response to service requests has been timely and efficient.

Interaction with public: N/A

☐ excellent ☐ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Should the Village contract with this vendor in the future? ☒ Yes ☐ No

Reviewer: Stan Balicki, Assistant Director of Public Works – Operations