

HIGH SPEED RAIL 2A ROUTE CONSTRUCTION AGREEMENT

This High Speed Rail 2A Route Construction Agreement is entered into this 4th day of March, 2011 (the "*Effective Date*"), by and between the STATE OF ILLINOIS ACTING BY AND THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("*IDOT*") and UNION PACIFIC RAILROAD COMPANY ("*UPRR*").

RECITALS:

WHEREAS, IDOT is authorized to participate in the planning and development of a high speed rail ("*HSR*") project in the State; and

WHEREAS, the route where IDOT intends to cause the operation of the proposed HSR intercity passenger rail service is comprised of a series of contiguous rights-of-way aggregating approximately 284 miles from Union Station in Chicago, Illinois to St. Louis Gateway Station in St. Louis, Missouri (the "*HSR Route*"); and

WHEREAS, IDOT, in a cooperative effort with UPRR, has applied for funding from ARRA's \$8 billion HSR appropriation and IDOT was selected to receive approximately \$1.1 billion of Federal funds (the "*Funds*") to cause the construction and installation of improvements necessary to permit the operation of three (3) HSR Train pairs (110 mph maximum speed) per day along the 2A Route; and

WHEREAS, UPRR and IDOT have developed an infrastructure investment plan to safely and efficiently operate HSR Trains (110 mph maximum speed) on the 2A Route, a copy of which plan is included within that application number HSR 2010000225 submitted by IDOT to the FRA (the "*Plan*") with respect to improvements along the 2A Route (the "*Application*"). The Plan has been developed by UPRR and IDOT, with UPRR in the leadership role, and provides for the operation of (i) freight trains on demand and (ii) passenger service on schedule according to an agreed upon set of performance standards or goals; and

WHEREAS, UPRR and IDOT have entered into (i) a Memorandum of Understanding on May 15, 2009 to reflect certain understandings and agreements with respect to the design, construction and operation of a HSR project on the HSR Route and (ii) a High Speed Rail 2010 Construction Agreement dated July 16, 2010; and

WHEREAS, Amtrak, IDOT and UPRR have entered into a Service Outcomes Agreement dated as of December 20, 2010 (the "*Service Outcomes Agreement*"); and

WHEREAS, in a good faith effort to preserve the possibility of implementing the Plan to meet IDOT's desired date of June 29, 2012 for operation prior to completion of the entire Project of a limited number of High Speed (110 mph maximum speed) trains along a segment of track within the 2A Route between agreed points in Dwight, IL and Pontiac, IL (the "*HSR Segment*"), UPRR and IDOT now desire to enter into an additional construction agreement to complete the

construction of improvements to the 2A Route as more particularly described on Exhibit A hereto and limited to the elements approved in an Environmental Determination (the "Project");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IDOT and UPRR hereby agree as follows:

SECTION 1. DEFINED TERMS.

Section 1.1 Definitions. Unless the context otherwise requires, all capitalized terms used herein without definition shall have the respective meanings set forth or referred to in Exhibit G hereto for all purposes of this Agreement.

SECTION 2. CONSTRUCTION OF THE PROJECT; OWNERSHIP OF IMPROVEMENTS.

Section 2.1 Construction and Ownership of Improvements. (a) UPRR shall commence, on or shortly after March 4, 2011, to perform or cause to be performed all work necessary to construct or install the Improvements and/or make all necessary repairs thereto, as set forth in the Plans and Specifications and the Project Description, except as otherwise provided herein, and shall continue with reasonable and customary diligence to perform or cause to be performed all work necessary to construct or install the Improvements and/or make such necessary repairs until the earlier of (i) the date on which Eligible Project Costs incurred by UPRR shall equal or exceed \$610,481,194.00, (ii) the date on which the construction of the Improvements is completed to the mutual reasonable satisfaction of IDOT and UPRR or (iii) December 31, 2014; *provided* that such date shall be extended automatically upon the occurrence of any Weather Delay, Technology Delay, Force Majeure Delay or any Environmental Delay; *provided further* that (aa) UPRR shall give notice to IDOT of the occurrence of any Weather Delay, Technology Delay, Force Majeure Delay or Environmental Delay and the reasonable length of time needed for an extension due to such Weather Delay, Technology Delay, Force Majeure Delay or Environmental Delay and (bb) if any such delay would extend the projected completion date for the Project beyond December 31, 2014, UPRR and IDOT shall negotiate in good faith changes to the scope of the Project pursuant to Section 5.5 in an effort to allow a reasonable possibility of completing the Project on or prior to December 31, 2015 (recognizing that the events giving rise to any such delay and the length of the extension required thereby may be outside the control of the parties). Said notice shall be provided by UPRR within 30 days of any determination by a responsible officer of UPRR to seek an extension of the projected completion date for the Project as a result of any such delay. IDOT acknowledges and agrees that, in connection with the construction of the Improvements hereunder, UPRR shall be entitled to (i) pursue the design and engineering work (including, without limitation, survey and analysis and utility relocation), and the performance of any other services described on Exhibit A hereto (the "Services") relating to the Project and engage any necessary third parties to perform such Services and (ii) purchase the materials, products, ballast, track or rail ties described on Exhibit C hereto (the "Materials") and enter into any agreements with any third party vendors or manufacturers necessary to construct the Project. In no event shall UPRR be required to proceed with any impacted Project work (i) during the period of any Force Majeure Delay, (ii) during the period of any Weather Delay, (iii) during the period of any Technology Delay, (iv) during the period of any Environmental Delay

or (v) unless IDOT has funds available and committed to make payment for such work. Upon commencement of the construction of the Improvements and at all times thereafter, the Improvements (other than the improvements described on Exhibit D which shall be owned solely by IDOT) shall be owned solely by UPRR, and IDOT shall have no right of ownership therein nor shall IDOT create or suffer to exist any lien or encumbrance with respect thereto. For purposes herein, "*Weather Delay*" means any significant interruption or delay in the construction of the Improvements or the completion of any Project work as a result of unusual adverse weather conditions that, in UPRR's reasonable determination, render the construction of the Improvements or the completion of Project work on or prior to December 31, 2014 uneconomic or impracticable. For purposes herein, "*Technology Delay*" means any significant interruption or delay in the construction of the Improvements or the completion of any Project work as a result of any unforeseen technical issue (including, without limitation, any issue with respect to the development, implementation or reliability of PTC, enhanced crossing protection and/or signal-related technology) that, in UPRR's reasonable determination, render the construction of the Improvements or the completion of Project work on or prior to December 31, 2014 uneconomic or impracticable. For purposes herein, "*Environmental Delay*" means any significant interruption or delay in the construction of the Improvements or the completion of any Project work as a result of the performance of any environmental assessment or environmental remediation deemed necessary in UPRR's reasonable discretion or any other environmental issue with respect to any real property acquired or proposed to be acquired for use in connection with the Project or any other impediment or delay in acquiring any real property for the Project that, in UPRR's reasonable determination, renders the construction of the Improvements or the completion of Project work on or prior to December 31, 2014 uneconomic or impracticable.

(b) UPRR and IDOT acknowledge that this Agreement is applicable solely to this Project and does not obligate UPRR to perform any work or to participate in any project or in the construction of any improvements beyond the scope of this Project; *provided* that UPRR and IDOT acknowledge and agree that IDOT shall perform or cause to be performed (at IDOT's sole risk and expense) the construction of the improvements described on Exhibit D, which improvements shall be owned solely by IDOT.

(c) All work required to be performed by UPRR shall be performed with labor provided or procured by UPRR and in accordance with UPRR's existing labor agreements, as required by 49 U.S.C. 24405 or otherwise.

(d) The parties agree that IDOT shall use, and shall cause Amtrak (the current operator of passenger service on the 2A Route) and/or any other entity selected to operate passenger service on the 2A Route (the "*Operator*") to use, bus-around service (or service of similar import) for any period during the construction period when the TRT track replacement machine (or its associated consists) is being utilized (and covering the entire segment of the 2A Route which is impacted by the use of such TRT track replacement machine or its associated consists) in connection with the development and construction of the Improvements pursuant to this Agreement ("*Bus-Around Service*"), it being understood that the fees, costs and expenses of the Bus-Around Service described in this Section 2.1(d) shall, vis-à-vis UPRR and IDOT, be for the sole account of IDOT.

(e) IDOT and UPRR acknowledge and agree that the following objectives will be adhered to during the construction period under this Agreement:

(i) Preservation of service to local freight customers at levels required by the marketplace during the construction period hereunder and thereafter; and

(ii) Provision for efficient track maintenance and construction procedures by constructing 20 foot track centers where possible.

(f) On or prior to June 1, 2011, UPRR will develop a project management and oversight protocol with respect to the Project in consultation with IDOT.

(g) UPRR shall develop and follow in all material respects a quality assurance/quality control procedure with respect to the Materials utilized in the construction of the Improvements (which procedure shall be developed in consultation with and shall be reasonably satisfactory to IDOT).

(h) The parties agree that a preliminary construction schedule has been prepared and that this schedule is subject to refinement by the parties as the Project work progresses.

(i) Subject to Section 2.7, the parties acknowledge and agree that all determinations with respect to the acquisition or use of real property in connection with the Project (including, without limitation, determinations with respect to the location of such real property and determinations with respect to whether and where to locate Improvements thereon) shall be made in UPRR's sole discretion and nothing contained in this Agreement shall be construed to require UPRR to acquire or, if acquired or already owned by UPRR, to utilize any specific real property in connection with the Project. Subject to the aggregate cap on Eligible Project Costs set forth in clause (i) of the first sentence of Section 2.1(a), in the event UPRR determines in its sole discretion that the existence or potential existence of an environmental issue would make it imprudent, uneconomic or impracticable to acquire or, if acquired or already owned by UPRR, to utilize any specific real property in connection with the Project, UPRR may exclude such real property from the Project and make such revisions to the design of the Project as it reasonably deems necessary to remove such environmental issue from the Project.

Section 2.2. Redeployment of UPRR Forces. (a) IDOT acknowledges that delays in the Project that prevent work on the Project may require UPRR to send its labor forces to other job sites temporarily and, in that event, IDOT shall extend the projected completion date for the Project as necessary, but not beyond December 31, 2014, to allow for reasonable demobilization/mobilization periods; *provided, however*, that UPRR shall, unless not reasonably practicable due to an unforeseen emergency: (i) consult with IDOT to discuss alternative solutions prior to sending its labor forces to other job sites; (ii) reassign demobilized forces back to the Project as soon as reasonably practicable; and (iii) promptly provide to IDOT an updated Project Schedule that takes into account such redeployment of UPRR forces.

(b) IDOT acknowledges that, in the event of a Force Majeure Event causing an unforeseen railroad emergency on the Union Pacific railroad system, UPRR shall have the right

to reallocate those of its labor forces assigned to work on the Project if UPRR believes in good faith that such reallocation is necessary to provide for the immediate restoration of the railroad operations of UPRR or its affiliates or to protect Persons or property on or near any property owned by UPRR or any related railroad. UPRR shall reassign such labor forces to again work on the Project when, in its sole opinion, such emergency condition no longer exists. UPRR shall not be liable for any additional costs or expenses of the Project resulting from any such reallocation of its labor forces.

Section 2.3. Periodic Reporting. UPRR shall provide to IDOT (or allow access to IDOT for inspection of) the following:

- (a) A revised schedule monthly showing tasks and milestones with respect to the Project as they are developed. The Parties may agree to modify this monthly requirement for a schedule.
- (b) Geotechnical reports, standard engineering drawings, specifications, rail certification and design drawings for the Improvements to be installed, when available.
- (c) Inspection reports of Improvements following installation. IDOT shall also have access to inspection reports as the Improvements are constructed, if any.
- (d) TRT daily progress reports.

IDOT hereby acknowledges and agrees that any duplication of the above-mentioned information, previously provided to IDOT or previously made available to IDOT for inspection, will not be required to be resubmitted.

Section 2.4. Safety. UPRR shall provide written notice to IDOT within 24 hours following a responsible officer of UPRR becoming aware of (a) any accident or incident resulting from the construction of the Improvements that is required to be reported to the FRA pursuant to applicable FRA regulations and (b) any damage or disturbance to property not owned by UPRR resulting from the construction of the Improvements.

Section 2.5. Preservation of Condition of Improvements. During the construction period for the Project, UPRR will continue to monitor and preserve FRA Class 6 track standards on the upgraded track infrastructure resulting from the improvements contemplated by this Agreement. IDOT acknowledges and agrees that all incremental preservation of condition costs incurred to perform this task will be reimbursed by IDOT as Eligible Project Costs. Following the completion of the construction of the Improvements, UPRR will maintain the Improvements in accordance with the terms of the Maintenance Agreement.

Section 2.6. Updates to Exhibit D. The parties acknowledge and agree that Exhibit D and the identification of ownership of improvements on the 2A Route will require further discussion by the parties throughout the term of this Agreement. All improvements constructed pursuant to this Agreement that are not identified on Exhibit D are deemed to be owned by UPRR. Prior to completion of the Project, UPRR and IDOT shall consult in good faith to

identify improvements constructed pursuant to this Agreement that are owned by IDOT or a person(s) or entity other than UPRR. The parties agree that any adjustments to the identification of improvements set forth on Exhibit D resulting from such consultation shall be made periodically by the parties (but not more often than once a quarter) and shall be reflected through the Change Order process under Section 5.5, prior to completion of the Project, in a revised Exhibit D to this Agreement.

Section 2.7. Acquisition of Real Property. UPRR shall develop and submit to IDOT for approval a general plan with respect to the identification of real property to be acquired in connection with the construction of the Improvements (which plan shall include, without limitation, the acquisition of real property to be utilized in connection with the relocation of utilities along the 2A Route). Such plan shall be submitted to IDOT in writing and may describe the additional real property anticipated to be required in connection with the Project overall and/or by stages of construction along the 2A Route. IDOT shall provide to UPRR a written approval or rejection of such plan within 10 business days of receipt of UPRR's real property acquisition plan (which approval or rejection may be evidenced by the written approval or rejection of the Bureau Chief of High Speed and Passenger Rail or any person designated by the Bureau Chief of High Speed and Passenger Rail). In the event of any rejection of such plan or any portion thereof by IDOT, IDOT shall provide to UPRR its specific written objections to such plan and UPRR and IDOT shall promptly consult in good faith to address any issues identified by IDOT with respect to such plan. Promptly after resolution of any such issues and any necessary revision of such plan, IDOT shall provide to UPRR its written approval of such revised plan. The acquisition of real property under this Agreement shall be done in compliance with Applicable Law, including any applicable National Environmental Policy Act requirements and paragraph (h) of Exhibit J hereto.

SECTION 3. REIMBURSEMENT AND BILLING.

Section 3.1. Reimbursement of Eligible Project Costs. IDOT commits to make funds available to UPRR under this Agreement in the maximum aggregate amount of \$610,481,194.00 (unless otherwise agreed in writing by the parties) to finance the construction of the Project in accordance with the Project Budget, subject to the terms and conditions contained in this Agreement. IDOT acknowledges and agrees that this Agreement is not a "fixed price" construction agreement and that IDOT shall reimburse UPRR for Eligible Project Costs in the Project Budget as the Project Budget will be revised from time to time as provided in this Agreement. Any unforeseen additional Estimated Eligible Costs that may be identified by UPRR (and concurred in by IDOT through the Change Order process under Section 5.5) in (i) the final design process; (ii) the permitting process; or (iii) the construction process will be reimbursed by IDOT as Eligible Project Costs. IDOT recognizes that it can elect to reimburse UPRR for all direct and indirect overhead labor/construction costs and agrees to do so in accordance with Exhibit E attached hereto.

Section 3.2. Invoice and Payment. UPRR shall submit to IDOT, no more than once a month, separate invoices for Eligible Project Costs (including costs for preservation of the condition of the Improvements work performed pursuant to Section 2.5) and/or revisions of prior period invoices as appropriate. IDOT agrees to pay UPRR for Eligible Project Costs incurred by

UPRR and/or revisions of prior period invoices within thirty (30) days from the date of each invoice documenting such Eligible Project Costs and revisions of prior period invoices. UPRR may also invoice IDOT upon receipt and approval of Material purchases. In addition:

(a) UPRR's invoices shall be in sufficient detail to provide IDOT with adequate information as to the location and dates of the invoiced Eligible Project Costs. Invoices shall contain reasonable supporting documentation and calculations.

(b) IDOT may reduce its payment of any invoice lacking adequate supporting documentation by any amount not so supported but shall pay the supported balance within the above-described 30-day time period; *provided* that IDOT will promptly provide UPRR with specific written information with respect to what supporting documentation is lacking in such invoice. UPRR may include any such disallowed costs in a subsequent revision of the original invoice that contains the necessary supporting documentation during regular and subsequent invoicing cycles. To the extent UPRR receives Funds under this Agreement that do not constitute Eligible Project Costs, UPRR shall refund those Funds to IDOT.

All amounts constituting Eligible Project Costs not paid within sixty (60) days from the date of the invoice therefor shall bear interest in accordance with the State Prompt Payment Act (30 ILCS 540/3-2).

Section 3.3. Salvage Credit. IDOT shall retain salvage credit for materials removed for the installation of the Improvements, where applicable. UPRR may decide to retain materials that are removed and will give salvage credit to IDOT for such retained materials. IDOT and UPRR shall agree on materials, if any, to be retained by UPRR prior to installing the Improvements, with the actual quantities being established during installation of the Improvements. Those materials not retained by UPRR shall be disposed of as an Eligible Project Cost (including, without limitation, any transportation costs incurred by UPRR in connection with any such disposal of materials) and any salvage credit received by UPRR will be passed on to IDOT.

Section 3.4. Adjustment of Additive Rates. UPRR and IDOT acknowledge and agree that the additive rates to be included as Eligible Project Costs under this Agreement, as reflected on Exhibit E, will require periodic discussion and analysis by the parties throughout the term of this Agreement. As Exhibit E shows, UPRR and IDOT have agreed upon an additive rate that is composed of specific components of UPRR's Federal additive rate including overhead and indirect costs. To the extent that this rate is recalculated every year based on the prior year's cost, and to the extent that this rate is then audited by the State of Nebraska Department of Roads and then approved by the Nebraska Division of FHWA for use by other states, throughout the term of the Project IDOT will be billed the most current additive rate that has been audited and approved by the State of Nebraska and FHWA. Before a new current rate is implemented, it will be adjusted for the components agreed to between UPRR and IDOT. Any update to the additive rate to a more current version will be reflected in an amendment to Exhibit E to this Agreement. In the event that UPRR were to make any significant methodology changes to their additive, i.e. adding new components that were previously direct billed, UPRR and IDOT shall conduct a joint

review of the additive rate. The results of this review will be used to adjust, if necessary, by mutual agreement the additive rate to be included as Eligible Project Costs under this Agreement. UPRR and IDOT agree that any adjustments to the additive rates to be included as Eligible Project Costs under this Agreement shall be reflected in an amended and restated Exhibit E to this Agreement, in form and substance mutually acceptable to UPRR and IDOT, within fifteen (15) days after the completion of the review process that gave rise to such adjustments.

SECTION 4. STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT.

The "State Required Ethical Standards Governing Contract Procurement" attached hereto as Exhibit H is hereby made a part of this Agreement.

SECTION 5. COVENANTS.

Section 5.1. Procurement. All procurement transactions, without regard to dollar value, shall be conducted in accordance with UPRR's then current procurement practices (which current practices are hereby deemed to comply with the procurement standards of 49 CFR part 18 and with the applicable procurement standards of the State of Illinois). The parties acknowledge that each Service Contract entered into solely in connection with this Project will be competitively selected from service providers separately pre-qualified for that Service Contract. The parties anticipate that a number of opportunities for the use of competitive selection procedures will be available with respect to the award of such work including service providers from the local geographic area. UPRR will consult with IDOT with respect to the identification and publication of such opportunities and IDOT shall notify business organizations, public agencies, publications and local newspapers with respect to such opportunities to pre-qualify as a service provider under this Agreement. In addition to the information provided pursuant to Section 2.3, UPRR shall provide to IDOT for its review and comment, prior to the formal solicitation of services, the specifications, design drawings and other solicitation documents to be posted by UPRR with respect to each Service Contract to be awarded under the Project pursuant to competitive procedures as described herein. Prior to the award of any Service Contract entered into solely in connection with this Project, UPRR will provide to IDOT a proposal analysis containing the proposal price of the successful service provider and such service provider's acknowledgement of required flowdown provisions under this Agreement, including, without limitation, prevailing wage, Buy America and DBE requirements, as applicable. Subject to the second sentence of Section 3.1, to the maximum extent possible, contracts funded under ARRA shall be awarded as fixed-price contracts through the use of competitive procedures. IDOT and UPRR will provide a summary of any contract awarded solely in connection with the Project and awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures for posting on the Recovery Accountability and Transparency Board's Website.

UPRR shall encourage participation by small business concerns owned and controlled by socially and economically disadvantaged individuals (as defined in 49 CFR Part 26) by establishing a Project-specific goal of disadvantaged business enterprise (hereinafter, "DBE") participation in the solicitation of bids. This goal will be determined by IDOT and shall be

mutually agreed upon by both parties. The goal setting process shall be based on the availability of ready, willing and able disadvantaged business enterprises in the location of the Project. UPRR shall make a good faith effort to obtain DBE participation on the Project at or above the DBE participation goal as mutually agreed upon by both parties.

Section 5.2. Inspection. (a) UPRR will permit inspections of the Project and UPRR's information relating to the construction of the Improvements by any authorized representative of IDOT, FRA, U.S. DOT, or the U.S. Comptroller General upon at least 24 hours advance written notice during normal business hours; *provided* that the foregoing shall not constitute, or be deemed to constitute, a waiver by the FRA of any right to perform any inspection without providing such advance written notice to the extent the FRA is entitled, under Applicable Law, to perform any such inspection without providing any advance written notice; *provided, however,* that no representative of IDOT or any other party shall be permitted on UPRR property prior to his or her execution of UPRR's standard Right of Entry Agreement in the form of Exhibit F attached hereto. UPRR and IDOT acknowledge and agree to the following: (i) all such inspections and any reports made in connection therewith shall be made at IDOT's risk and expense for the sole benefit of IDOT; and (ii) neither IDOT nor any of its representatives, agents or contractors assume any responsibility or liability (except to IDOT) by reason of such inspection, reports or the furnishing of any such reports to UPRR other than liability for any claim that results from the gross negligence or willful misconduct of IDOT or such representative. UPRR will provide any authorized representative of IDOT, FRA, U.S. DOT, or the U.S. Comptroller General with adequate and appropriate workspace at such visits.

(b) Representatives of IDOT shall report to IDOT and UPRR any Deficiencies and delays not otherwise excused by the terms and conditions hereof promptly and in no event later than five (5) business days after the date of any inspection under Section 5.2(a) hereof (which report may be delivered via e-mail to the parties designated in Section 9.12). UPRR shall promptly investigate such alleged Deficiencies and delays and either (i) correct such Deficiencies within a commercially reasonable time or (ii) respond in writing to IDOT, setting forth the basis upon which UPRR believes the report of such Deficiencies and/or delays is inaccurate.

Section 5.3. Record Keeping; Audit. UPRR shall cooperate with IDOT with respect to IDOT's compliance with OMB Circular A-133.

(a) UPRR shall maintain for a period not less than three (3) years from the date of payment of the final invoice under this Agreement and the subcontractor shall maintain for a period not less than three (3) years from the date of payment of the final invoice under the subcontract, each of the following:

(i) Adequate books, records, and supporting documents to verify the amounts and uses of all disbursements of funds in conjunction with the Project;

(ii) Records sufficient to identify the application of funding, together with supporting documentation, including, without limitation, paid invoices; and

(iii) All other records necessary to disclose the amount and disposition of funding hereunder, including the following: (1) the nature of such expenditures; (2) the total cost of each undertaking for which funds were disbursed hereunder; (3) the amount, if any, of funds supplied by other sources for the construction of the Project; and (4) any other books, records and documents reasonably necessary to maintain a complete verification of UPRR's obligations hereunder.

(b) If any litigation or claim involving this Agreement has been filed before the expiration of the 3-year period described in Section 5.3(a) or any audit permitted hereunder has commenced before the expiration of the 3-year period described in Section 5.3(a), IDOT and UPRR shall maintain the records required by Section 5.3(a), (1) in the case of any litigation or claim, until completion of the action and resolution of all issues which arise from it, or until the end of such 3-year period, whichever is later and (2) in the case of any audit, until completion of the audit or until the end of such 3-year period, whichever is later.

(c) IDOT acknowledges and agrees that (i) IDOT shall, as the recipient of the Funds directly from the FRA, be responsible for performing, completing and complying with the FRA Agreement and all ARRA reporting requirements for the Project (the "*Reporting Requirements*") and (ii) UPRR shall provide to IDOT UPRR's standard and customary billing for expenses incurred by UPRR for the Project (including any Fees) including UPRR's standard and customary documentation to support such billing; *provided* that UPRR shall, upon request by IDOT and at IDOT's expense, assist IDOT in promptly completing any ARRA required forms provided to UPRR by IDOT and provide to IDOT any additional information reasonably accessible or available to UPRR needed by IDOT to perform and complete the ARRA reporting documents and satisfy the Reporting Requirements; *provided further* that IDOT shall furnish to UPRR a list, at least forty-five (45) days prior to the date IDOT requires such information, setting forth the specific information that IDOT requests that UPRR provide in order for IDOT to satisfy its Reporting Requirements. IDOT shall provide UPRR a copy of the FRA Agreement (draft or otherwise) promptly following its receipt thereof and shall provide UPRR a certified true and correct copy of the final FRA Agreement described above promptly following the execution and delivery thereof.

(d) The records and materials described at Sections 5.3(a) and 5.3(b) above shall be available for review and audit by IDOT or its authorized representatives upon at least seven (7) days advance written notice during normal business hours; and UPRR agrees to reasonably cooperate with any audit conducted by IDOT or its authorized representatives and to provide full access to all relevant materials.

Section 5.4. Notice of Litigation. Each party shall promptly furnish the other party written notice of any claim or litigation naming the notifying party as a defendant directly affecting or relating to the Project or this Agreement.

Section 5.5. Change Orders. Subject to paragraph 5 below, IDOT and UPRR hereby agree that the following provisions shall apply with respect to any addition, deletion or revision to the scope of work and/or extension of the geographic boundaries of Project work set forth on Exhibit A hereto and/or any change to the cost of any element of Project work but only

to the extent such change in cost exceeds the total cost estimate in the applicable Work Order (“*Changed Services*”):

1. *Change Order Services*

IDOT or UPRR may request *Changed Services* under this Agreement. All *Changed Services* must be finalized through a written change order in form and substance reasonably satisfactory to both IDOT and UPRR (a “*Change Order*”), executed by authorized representatives from each party (by the Bureau Chief of High Speed and Passenger Rail or any person designated by the Bureau Chief of High Speed and Passenger Rail in the case of IDOT and by a General Director, Engineering or any person designated by a General Director, Engineering in the case of UPRR). Parties agree that any *Changed Services* will be paid at the rate and period agreed to by the parties, said rate and period being set forth in the *Change Order* document. The *Change Order* must indicate the source of funds for changes in rates, quantities or overall costs. *Change Orders* can include, among other things, *changed services*, change in payment, and/or term modification.

2. *Change Order Process*

(a) Changes initiated by IDOT:

IDOT may facilitate requests for changes in work from outside agencies, local municipalities, utilities, regulatory authorities, consultants, its own forces, from other stakeholders or as a result of a change in site conditions by submitting to UPRR a written *Change Order* request in form and substance reasonably satisfactory to both IDOT and UPRR (a “*Change Request*”). The notice must outline the scope and geographic boundaries with respect to the *Change Request* in sufficient detail for UPRR to determine if it is willing to agree to IDOT’s *Change Request*. If UPRR agrees to perform the *Change Request*, it shall submit a written proposal, estimating the cost and schedule for *Changed Services* outlined in the *Change Request*. UPRR shall submit its proposal within 14 days of receipt of IDOT’s *Change Request*. UPRR may or may not agree to perform IDOT’s *Change Request*. IDOT understands and agrees that UPRR is not obligated to approve or agree to any *Change Request* from IDOT if any payment due from IDOT under this Agreement is more than 60 days in arrears.

(b) Changes initiated by UPRR:

UPRR may submit a written *Change Request* to IDOT for changes in work requested by outside agencies, local municipalities, utilities, regulatory authorities, consultants, contractors, vendors, UPRR’s forces, other stakeholders, or as a result of a change in site conditions under this Agreement. The notice must outline the scope, geographic boundaries, estimated costs, and schedule with respect to the *Change Request* in sufficient detail for IDOT to determine whether it will agree to UPRR’s *Change Request*. UPRR’s *Change Request* shall set forth

any changes to the Agreement, including but not limited to the reason for the change, who initiated the change, why the change is necessary, any unit prices or changes to the overall contract price, and the quantity or contract term necessary to perform said Changed Services. IDOT shall respond to UPRR's Change Request in writing within 14 days of receipt of UPRR's Change Request. IDOT may or may not agree to authorize UPRR's Change Request.

For mutually agreed Changed Services and any agreed changes pursuant to 2(a) or 2(b) above, IDOT will issue a Change Order, executed by both parties. UPRR will not be reimbursed for its services under any Change Order until such Change Order is fully executed.

3. *Contingency for Engineering and Construction Estimates*

"Contingency" under this Agreement is defined as identified funding contained within the overall Project budget total which can be used to adjust or supplement current or future Work Order budgets. The use of contingency funds herein cannot cause an increase in the total dollar amount of the Agreement.

If UPRR cannot complete the work for the budgeted amount identified in a Project Work Order, said Work Order cost total being subject to revision by mutual agreement of the parties from time to time, it shall submit a written request to IDOT (prior to expending any additional funds) to supplement a specific Work Order with Contingency funds. IDOT may authorize the expenditure of these funds, at its discretion, after discussing the matter with UPRR and reaching mutual agreement on the need for additional funding.

4. *Additional Work*

The parties agree that the Change Order process described herein can be applied, upon the mutual agreement of the parties, to infrastructure Improvements (Dwight to Joliet) described in further detail in Task Two of the Statement of Work included in FRA/IDOT Grant Cooperative agreement number FR-HSR-0015-11-01-01.

5. *Exclusions from Change Order Process*

IDOT and UPRR hereby agree that the following actions shall be excluded from the change order process described in this Section 5.5:

(a) any extension of the projected outside completion date of the Project beyond December 31, 2015;

(b) any increase or decrease in the overall cap on Eligible Project Costs as set forth in clause (i) of the first sentence of Section 2.1(a); and

(c) any change in the scope of work under this Agreement that would cause the overall intent of the Project to deviate from the overall intent of the Project as described on Exhibit A hereto.

Section 5.6. Notice of FOIA Requests. IDOT shall send to UPRR written notice of any request IDOT receives for information relating to the Project or this Agreement pursuant to the Freedom of Information Act of the State of Illinois or any similar Applicable Law promptly, and in any event not later than one business day after receipt thereof.

Section 5.7. PTC. IDOT and UPRR acknowledge and agree that UPRR shall implement PTC as legally required in accordance with its PTC Implementation Plan as approved by the FRA; *provided* that UPRR shall make good faith efforts to include UPRR's portion of the 2A Route with those UPRR lines given the highest level of priority in such PTC Implementation Plan.

Section 5.8. Subsequent Goals. IDOT and UPRR hereby agree to pursue joint development of subsequent goals with respect to the Project, including the following:

- (a) Continuation of a regular review and communication process between the parties;
- (b) Updates to the Plan to accommodate changes in the scope or circumstances of the Project;
- (c) Project permitting, design and construction;
- (d) Acquisition of real estate, as necessary, along the 2A Route in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 U.S.C. 4601 et. seq.) and regulations relating thereto;
- (e) With respect to public road crossings, appropriate grade crossing closures, grade separations and crossing warning devices, subject to the approval (as may be required) of local governments, the FRA and/or of the Illinois Commerce Commission;
- (f) Station and platform designs that protect passengers from train flows; *provided* that each station design in double track territory or where a passing siding is present must allow freight rail service to move or continue through the applicable station during the loading/unloading of passengers; and
- (g) Other safety elements as required (e.g., fencing).

Section 5.9. Additional Understandings. The parties understand, acknowledge and agree as follows:

- (a) The development and implementation of HSR passenger service and completion of the Project is dependent upon events and circumstances outside of the

control of the parties hereto (including the procurement of certain approvals from FRA or other regulatory authorities), and therefore, neither party can or will covenant or commit to a date certain by which the final development and implementation of the Plan or completion of the Project must occur.

(b) Except as otherwise agreed by UPRR and IDOT, in no event shall UPRR be required to expend any of its own funds in constructing the Improvements contemplated by this Agreement unless prompt reimbursement of such funds is assured to UPRR in a manner reasonably acceptable to UPRR. In no event shall UPRR have any obligation with respect to any required repayment of all or any portion of the proceeds of the Funds to the FRA except to the extent that UPRR receives Funds under Section 3.2 of this Agreement in reimbursement of costs that do not constitute Eligible Project Costs.

(c) Any curve imbalance specifications must be approved in accordance with regulations by the FRA and agreed upon by UPRR.

(d) Title to all Materials shall be vested in UPRR notwithstanding that the cost of such Materials and the labor/equipment to install them have been paid for, or reimbursed by, IDOT; *provided* that UPRR and IDOT acknowledge and agree that all materials that constitute a part of the improvements described on Exhibit D to be constructed by IDOT shall be owned solely by IDOT.

(e) IDOT shall be responsible for the cost of all Materials purchased or for which a commitment or obligation to purchase has been made and all delivery, handling, transportation or storage costs with respect to such Materials.

(f) Any estimated costs included on Exhibit A or Exhibit C, if any, are approximations and remain subject to change.

(g) In no event shall IDOT, the FRA or any other party acquire any ownership interest in, or be granted a lien upon, any route rights of way or trackage of UPRR or any other asset of UPRR in connection with the transactions contemplated by this Agreement.

(h) The completion of the Project and the operation of HSR passenger service on the 2A Route are subject to (1) receipt of all necessary approvals, authorizations and consents from any Governmental Authority in a timely manner and (2) compliance with all the terms of Applicable Law.

(i) (1) On demand and on an after-tax basis, IDOT shall indemnify, defend and hold UPRR harmless for each federal, state and local, income (other than the federal income taxes described in subsection (4)(A)(II) below), value added, goods and services, excise, franchise, property, and any other tax, duty and levy, including additions to tax, interest and penalties (collectively, "*Taxes*"), imposed by any taxing or governmental authority in connection with the Plan and transactions contemplated by this Agreement, including but not limited to Taxes imposed as a result of:

(A) entering into this Agreement or any other agreement contemplated hereby;

(B) receiving or accruing any amount or payment made pursuant to this Agreement or other agreement contemplated hereby, including, but not limited to all receipts, proceeds and payments related to:

I. the FRA Agreement; and

II. the award of the Funds; and

(C) acquiring, using, or consuming tangible or intangible property for the Project.

(2) At IDOT's expense when IDOT has previously approved the contest, UPRR may contest any Tax indemnifiable hereunder, which contest shall be under UPRR's exclusive control and IDOT shall advance any deposit necessary to conduct such contest subject to the previous approval mentioned above.

(3) The terms of this Section 5.9(i) shall survive termination of this Agreement and/or other agreements contemplated hereby.

(4) Notwithstanding the foregoing, the parties understand and agree that (A) IDOT shall not be required to indemnify, defend or hold UPRR harmless under this Section 5.9(i) for (I) any Tax that would be imposed without regard to whether UPRR entered into this Agreement or otherwise participated in the 2A Project or (II) any federal income taxes with respect to the award of the Funds (or portion thereof) and (B) sales and use taxes shall constitute Eligible Project Costs payable from the proceeds of the award of the Funds.

(5) IDOT intends to make a public benefit investment for the public gain for HSR (110 mph maximum speed) on a cost reimbursement basis and not as payment in exchange for services or property and further, the parties intend for Internal Revenue Code section 118 to apply to the investment.

SECTION 6. INDEMNITIES.

Section 6.1. General Indemnification. IDOT shall indemnify (on an after-tax basis), defend and hold harmless UPRR (including the servants, employees, officers, directors, agents and permitted successors and permitted assigns of UPRR) against any claim resulting from or relating to or arising out of (i) any breach by IDOT of the FRA Agreement, (ii) the failure by IDOT to obtain full and complete funding of the Funds and (iii) any requirement that all or any portion of the proceeds of the Funds be returned to the FRA, except (1) in each case, to the extent attributable to the gross negligence or willful misconduct of UPRR and (2) in the case of

clause (iii), to the extent that UPRR receives Funds under Section 3.2 of this Agreement in reimbursement of costs that do not constitute Eligible Project Costs.

Section 6.2. Notice. The foregoing indemnity is subject to UPRR providing written notice to IDOT within sixty (60) days of the date a third-party claim against UPRR is made known to UPRR and for which the indemnity may be applicable. UPRR shall, at IDOT's expense, reasonably cooperate with IDOT in the investigation and defense of such claims.

Section 6.3. Payment of Claims. IDOT shall pay any claim pursuant to Section 6.1 directly to UPRR within sixty (60) days of IDOT's indemnity obligation being established; *provided* that such claims will be paid through the IDOT claims process, including, if necessary, through the Illinois Court of Claims. Any such demand for payment from UPRR shall specify in reasonable detail the payment and the facts upon which the right to payment is based.

Section 6.4. No FRA Obligations to Third Parties. Absent FRA's express written consent, FRA shall not be subject to any obligations or liabilities to third party contractors, third party subcontractors, or any other person not a party to the FRA Agreement, in connection with the performance of the Project.

SECTION 7. TERMINATION.

Section 7.1. Parties' Right to Terminate on Mutual Consent. This Agreement or the Project may be terminated at any time by mutual written consent of the parties.

Section 7.2. IDOT's Right to Terminate for Cause. IDOT may terminate this Agreement, upon thirty (30) days' written notice to UPRR or at such later date as IDOT may establish in such written notice, in the event that UPRR fails to perform in any material respect any of its obligations set forth in this Agreement and such failure shall continue unremedied for sixty (60) days after receipt by UPRR of written notice thereof.

Section 7.3. UPRR's Right to Terminate for Cause. UPRR may terminate this Agreement, upon thirty (30) days' written notice to IDOT, in the event that any of the following shall occur:

(i) IDOT shall fail to (a) pay any cost described herein within the time period provided therefor; or (b) perform or observe any other of the covenants or agreements to be observed or performed by IDOT under this Agreement and such failure shall continue unremedied for thirty (30) days after notice from UPRR to IDOT specifying the failure and demanding the same to be remedied; or

(ii) in UPRR's reasonable determination, Bus-Around Service shall not be implemented as contemplated by Section 2.1(d) hereof; or

(iii) an Appropriation Failure; or

(iv) there shall be any Change in Law that has an adverse effect on the Project or the Service Outcomes (as defined in the Service Outcomes Agreement) and such adverse effect has not been mitigated to the reasonable satisfaction of UPRR within 90 days through a Change Order pursuant to Section 5.5; or

(v) there shall be any taxing or governmental authority decision, determination, guidance or other authority regarding or applicable to the federal income tax consequences of the Project, the Plan or transactions contemplated by this Agreement that is adverse to UP; or

(vi) there shall be any non-de minimis change to the Plan (including, without limitation, any changes in station or platform design or crossings) (a) that has not been approved by UPRR and IDOT in writing and (b) for which IDOT has not expressly assumed the cost of implementing such change to the Plan; or

(vii) in UPRR's reasonable determination, the construction of the Improvements cannot be completed in accordance with the terms of this Agreement for an aggregate amount of Eligible Project Costs less than or equal to \$610,481,194.00 and a Change Order shall not have been entered into pursuant to Section 5.5 within 90 days from the date on which UPRR provides IDOT with written notice of such determination that would, in UPRR's reasonable determination, permit the completion of the Project (as adjusted by such Change Order) for an aggregate amount of Eligible Project Costs less than or equal to \$610,481,194.00.

Section 7.4. Remedies. (a) In the event of any termination pursuant to Sections 7.1 through 7.3, UPRR, in addition to any other remedy available to it at law or in equity, shall be entitled to reimbursement by IDOT of Eligible Project Costs.

(b) In the event of termination pursuant to Section 7.2, IDOT shall have any remedy available to it at law or in equity, subject to UPRR's right of ownership set forth in Section 2.1; *provided, however*, that in no event shall UPRR be liable for consequential, special, incidental (*e.g.*, loss of profits) or punitive damages.

Section 7.5. Funding. IDOT shall, in good faith, seek all necessary funding to satisfy its obligations hereunder, and shall provide UPRR written notice within five (5) business days after the occurrence of an Appropriation Failure (as defined below). At the time this Agreement was executed, there were funds available to IDOT to pay all Eligible Project Costs and satisfy its obligations under this Agreement with respect to the Project; *provided, however*, that from and after the date written notice is received by UPRR from IDOT of an Appropriation Failure, obligations assumed by IDOT under this Agreement shall cease to accrue immediately, without penalty. For purposes herein, an "Appropriation Failure" shall occur if (i) the FRA shall fail to appropriate or otherwise make available funds for the Project in a timely manner in sufficient amounts to pay for all Eligible Project Costs, (ii) a bill shall be enacted into law in the State of Illinois appropriating funds or otherwise making available funds for the operation of IDOT for any fiscal year, but shall not provide for the appropriation of funds or otherwise make funds available for the Project in sufficient amounts to pay for all Eligible Project Costs to be incurred

in such fiscal year and satisfy IDOT's obligations hereunder or (iii) the State of Illinois shall fail by July 15 of any year to enact a bill into law appropriating funds or otherwise making available funds for the Project in sufficient amounts to pay for all Eligible Project Costs to be incurred in the applicable fiscal year and satisfy IDOT's obligations hereunder.

Section 7.6 In the event of any termination of this Agreement, each party's obligations hereunder shall be limited to those obligations accrued up to the date of termination, IDOT shall also be responsible for all costs incurred by UPRR associated with de-mobilization as a result of any such termination of this Agreement (except in the case of a termination of this Agreement pursuant to Section 7.2) and, except as stated above, each party shall be released from any future obligations hereunder; *provided* that (i) the parties acknowledge and agree that any accrued payment, reimbursement or indemnification obligation of IDOT under this Agreement shall survive the termination of this Agreement and (ii) for the avoidance of doubt, IDOT shall be required to reimburse UPRR for unpaid Eligible Project Costs incurred by UPRR or for which UPRR is obligated with respect to the Project as of the earlier of the date of termination of this Agreement or the date of receipt by UPRR of written notice from IDOT of an Appropriation Failure, including any Materials and Services purchased or for which a commitment or obligation to purchase has been made.

SECTION 8. WAIVER UNDER REHABILITATION ASSISTANCE LOAN AGREEMENT.

The parties hereby acknowledge that the State, acting by and through IDOT, has entered into that certain Rehabilitation Assistance Loan Agreement with SPCSL Corp., dated November 22, 1989 (as amended by that certain First Amendment to Track Rehabilitation Assistance Loan Agreement dated March 15, 1996, the "*Rehabilitation Agreement*"). The Rehabilitation Agreement is related to a Memorandum of Agreement between SPCSL Corp. and the State dated October 12, 1989, as amended by a letter dated November 8, 1989 from IDOT to SPCSL Corp. (the "*Rehabilitation Memorandum*"). The Rehabilitation Agreement and the Rehabilitation Memorandum relate to financing provided by the State for improvements that were necessary to a portion of the 2A Route from Joliet, Illinois to East St. Louis, Illinois. In consideration of UPRR entering into this Agreement and the agreements of UPRR contained herein and to permit UPRR to proceed with the construction of the Improvements to the 2A Route contemplated by this Agreement, the State, acting by and through IDOT, hereby waives any default (other than a default in the payment of principal and/or accrued interest when due under the Rehabilitation Agreement) that may arise or exist under the Rehabilitation Agreement or the Rehabilitation Memorandum as a result of the performance by or on behalf of UPRR of the construction of the Improvements contemplated by this Agreement and the Project and/or the performance by or on behalf of UPRR of any of the agreements of UPRR contained in this Agreement or in any other agreement entered into by UPRR in connection with the consummation of the Project.

SECTION 9. GENERAL.

Section 9.1. Cooperation and Dispute Resolution. The parties hereto shall endeavor to resolve informally and collaboratively any dispute, claim or controversy between or among the parties hereto relating to the interpretation, application or implementation of this Agreement.

Except as provided in Section 6 and subject to Section 7, if, after twenty (20) days from the assertion by either IDOT or UPRR of any dispute, claim or controversy, the parties hereto have not resolved such dispute, claim or controversy to their mutual satisfaction, IDOT and UPRR will, within five (5) business days, each appoint an independent third party expert with experience in railroad construction, engineering and operations (an "*Expert*"). The Expert selected by IDOT and the Expert selected by UPRR shall select a consensus third Expert within five (5) days after appointment. The panel of three (3) Experts will conduct such inspections, interviews and discussions and review such documents and studies as necessary. In discharging its duties, the Expert panel will act in accordance with the statutory requirements as of the date of this Agreement that require this Agreement to provide assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations and must seek, to the extent possible, to preserve the benefits of both passenger and freight service and without impairing the competitiveness of freight service on the 2A Route. Each of IDOT and UPRR shall bear the cost of the Expert selected by IDOT or UPRR, as applicable, and IDOT and UPRR shall equally share the cost of the consensus Expert.

Any determination by a majority of a panel of Experts as described herein shall be (1) rendered within ten (10) days after appointment of the last Expert and (2) binding on both IDOT and UPRR. Any determination by the Expert panel described in this Section 9.1 shall not require any party to expend any funds.

Section 9.2. Compliance with Laws. UPRR shall comply, to the extent applicable, with the requirements attached hereto as Exhibits I and J, each of which is hereby made a part of this Agreement.

Section 9.3. Amendments. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified in any manner whatsoever except by an instrument in writing signed by each party hereto.

Section 9.4. Successors. This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided* that nothing contained in this Section 9.4 shall be construed to prohibit UPRR from employing contractors and subcontractors in its construction of Improvements and other aspects of the Project without the consent of IDOT (but the employment of such contractors and subcontractors shall be subject to Section 5.1).

Section 9.5. Governing Law; Severability. This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of Illinois (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without

invalidating the remainder of such provision or the remaining provisions of this Agreement in any other jurisdiction.

Section 9.6. No Third Party Rights. Except as expressly set forth herein, the representations, warranties, terms and provisions of this Agreement are for the exclusive benefit of the parties hereto and no other Person shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of those terms and provisions against either party.

Section 9.7. Entire Agreement. Any exhibits, appendices, schedules and attachments annexed hereto are by this reference incorporated herein and made a part hereof. This Agreement contains the entire agreement of the parties with respect to the construction of the Improvements and supersedes any and all prior agreements or oral understandings between the parties with respect thereto.

Section 9.8. Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by the parties hereto at the closing of the transaction contemplated hereby, and (c) financial statements, certificates and other information previously or hereafter furnished pursuant hereto, may be reproduced by the parties hereto by any photographic, photostatic, microfilm, microcard, miniature photographic, electronic or other similar process and the parties hereto may destroy any original document so reproduced. The parties agree to accept delivery of all of the foregoing documents in electronic format in lieu of original closing transcripts. The parties further agree and stipulate that, to the extent permitted by Applicable Law, any such reproduction, in electronic format or otherwise, shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 9.8 shall not prohibit the parties hereto from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

Section 9.9. No Waiver. No failure or delay of any party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 9.10. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. All signatures need not be on the same counterpart.

Section 9.11. Confidentiality. For the purposes of this Section 9.11, "Confidential Information" means any information delivered to either party (the "Receiving Party") by or on behalf of the other party (the "Providing Party") in connection with the transactions

contemplated by or otherwise pursuant to this Agreement that is proprietary, privileged or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by the Receiving Party as being proprietary, privileged or confidential information of the Providing Party, *provided* that such term does not include information that (a) was publicly known or otherwise known to the Receiving Party prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by the Receiving Party or any person acting on the Receiving Party's behalf or (c) constitutes financial statements that are otherwise publicly available. The Receiving Party will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by the Receiving Party in good faith to protect confidential information of third parties delivered to it, *provided* that the Receiving Party may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the transactions contemplated by this Agreement), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 9.11, (iii) any Federal or state regulatory authority having jurisdiction over the Receiving Party, and (iv) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to the Receiving Party, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which the Receiving Party is a party or (z) to the extent the Receiving Party may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under this Agreement.

Section 9.12. Notices. Unless otherwise expressly specified or permitted by the terms of this Agreement, notices and other communications required or permitted to be given or made under the terms of this Agreement shall be in writing. Any such communication or notice shall be deemed to have been duly made or given (i) if served in person; (ii) on the third (3rd) day following the day such notice is deposited in any post office station or letter-box if mailed by certified or registered mail, return receipt requested, postage prepaid, or (iii) on the first (1st) day following the day such notice is delivered to an overnight courier service for overnight delivery, if addressed to the party to whom such notice is intended as set forth below:

- (a) if to IDOT to:

Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, Illinois 62764
Attention: Michael R. Garcia, P.E.
Telephone No.: (217) 782-4133
E-mail: Mike.Garcia@Illinois.Gov

with a copy to:

Illinois Department of Transportation
100 West Randolph, Suite 6-600
Chicago, Illinois 60601-3229
Attention: George Weber
Telephone No.: (312) 793-4222
E-mail: George.Weber@Illinois.Gov

(b) if to UPRR, to:

Union Pacific Railroad Company
1400 Douglas Street
Mail Stop 910
Omaha, Nebraska 68179
Attention: Vice President, Engineering
E-mail: DCONNELL@up.com

with a copy to:

Union Pacific Railroad Company
Law Department
1400 Douglas Street
Mail Stop 1580
Omaha, Nebraska 68179
Attention: John Brennan
E-mail: JJBRENNA@up.com

with a copy to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: Karl Williams
E-mail: kwilliam@chapman.com

Each party to this Agreement may from time to time designate by notice in writing to the other party a different address for communications and notices.

Section 9.13. Waiver of Consequential Damages. Notwithstanding Section 7.4 or anything to the contrary contained herein, each party hereto (i) waives claims against the other party for punitive, special, consequential, indirect and exemplary damages arising out of or relating to this Agreement; *provided* that nothing contained herein shall constitute a waiver by any party of the right to seek to join the other Party hereto as a necessary party to any litigation, action or proceeding initiated by an independent third party with respect to any claim or dispute arising out of or under this Agreement; and (ii) agrees not to assert or join in asserting or

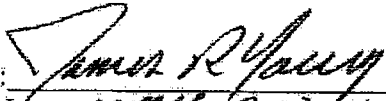
supporting any claim by any independent third party for any such punitive, special, consequential, indirect or exemplary damages; *provided* that nothing contained herein shall constitute a waiver by any party of the right to seek to join the other Party hereto as a necessary party to any litigation, action or proceeding initiated by an independent third party with respect to any claim or dispute arising out of or under this Agreement.

Section 9.14. Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

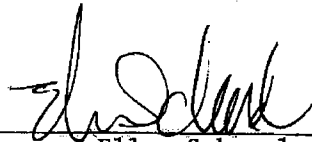
Section 9.15. Other Agreements. The parties acknowledge and agree that other agreements dealing with matters outside the scope of this Agreement, including, without limitation, the Maintenance Agreement and station agreements, are contemplated to be entered into by IDOT, UPRR and other parties related to the overall transactions contemplated by this Agreement.


IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

UNION PACIFIC RAILROAD COMPANY

By: 
Name: JAMES R. YOUNG
Title: CHAIRMAN

STATE OF ILLINOIS DEPARTMENT OF
TRANSPORTATION

By: 
Name: Ellen Schanzle-Haskins
Title: Chief Counsel

By: 
Name: Matthew Hughes
Title: Acting Director Finance & Admin.

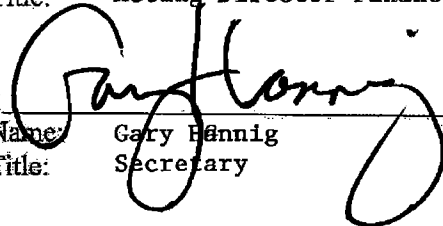
By: 
Name: Gary Hannig
Title: Secretary

EXHIBIT A

SUMMARY OF WORK TO BE PERFORMED BY UNION PACIFIC

In fulfillment of the Plan, UPRR will construct improvements to the 2A Route, including the improvements described below. This scope is subject to change, based on procedures defined elsewhere in this Agreement. The work described below will be performed between the limits of East St. Louis and Dwight, Illinois. Note, the work begun but not yet completed, between Godfrey and Elkhart under the High Speed Rail 2010 Construction Agreement dated July 16, 2010, will be completed under this Scope of Work.

1. Reconstruction of main track including installation of new concrete ties, new 136lb. RE welded rail, and related materials.
2. Reconstruction work to provide for passenger rail operations at maximum speeds up to 110 m.p.h.
3. Realignment of curves to provide higher rates of super elevation and longer approach spirals to permit higher speeds.
4. Reconstruction of existing passing sidings, and extending certain sidings to provide a second main track as noted below. Track spacing will be 20 feet except as otherwise agreed.
 - a. Odell Siding
 - b. Pontiac Siding
 - c. Godfrey-Shipman (includes 16 miles of new second track)
 - d. Carlinville Siding
 - e. Girard Siding (includes 8 miles of new second track)
 - f. Auburn Siding
 - g. Ridgley Siding
 - h. Elkhart Siding (includes 8.5 miles of new second track)
 - i. Athol Siding
 - j. McLean Siding
 - k. Normal Siding
 - l. Ballard Siding
5. Install crossing warning devices as a result of diagnostics review and approval.
6. Design, procurement and installation of cab signal fixed equipment between Dwight and Pontiac.
7. Design and installation of train control system meeting Federal PTC requirements.
8. Replacement of diamond crossings with interlocked turnouts at:
 - a. I&M Junction
 - b. Girard (BNSF)

9. Installation of new #24 turnouts to replace existing #20 turnouts and as needed for extended second track, currently estimated to be 37 turnouts.
10. Installation of new #11 turnouts at industrial sidings, currently estimated to be 24 turnouts.
11. Preparation of environmental footprints defining the maximum area required outside of the right-of-way for use in the National Environmental Policy Act (NEPA) documents.
12. Preparation of right-of-way documentation for property acquisition and construction assessments.
13. Preparation of engineering design plans (except as noted in Exhibit D, including IDOT's responsibility to prepare 30% design for at-grade roadway crossing improvements, or otherwise agreed), field surveys, geotechnical borings, and related activities in support of work described above.
14. Construction of railroad bridges and related structures.
15. Necessary right-of-way acquisition.

EXHIBIT B

ENGINEERING STANDARDS, DESIGN DRAWINGS, AND SPECIFICATIONS

In addition to the reports set forth in Section 2.3 herein and other reports routinely provided by UPRR throughout the Project, UPRR shall provide IDOT (or allow access to IDOT) the engineering standards outlined below.

BNSF/Union Pacific Common Standards - 141 lb. rail section, 136JK lb. rail section (DWG 177000)

BNSF/Union Pacific Common Standards - 136 JK lb. rail section (DWG 176500)

Union Pacific Engineering Standards for ties

- Rubber padded concrete ties (DWG 0215A)
- Prestressed scalloped concrete tie 505S-50 (DWG 0201 D)
- Concrete turnout ties (DWG 0206D)
- Concrete guard rail tie, GRT-UP (DWG 0202C)
- Concrete guard tie for Safelok III fasteners (DWG 0208A)

Union Pacific concrete tie specification (Springfield/Joliet Subdivision) 4/10

Typical turnout construction pad, No. 20 and No. 24 turnouts

Union Pacific Engineering Standards: concrete turnout

- No. 24 concrete turnout 141 lb. (DWG 5065C)
- No. 20 concrete tie turnout 141 lb. rail (DWG 5060J)
- No. 15 concrete tie turnout 141 lb. (DWG 5048A)
- No. 11 concrete tie turnout 141 lb. (DWG 5035C)

BNSF/Union Pacific Common Standards: turnouts, 136 lb.

- Panel 1 (DWG 341000)
- Panel 2 (DWG 341001)
- Panel 3 (with optional RBM Frog) (DWG 341002)
- Panel 3 (with optional SMSG Frog) (DWG 341004)
- Panel 4 (DWG 341003)

Steel duct transition tie for power switches (DWG 0205B)

Typical road crossing section

Burlington Northern Santa Fe/Union Pacific Common Standards - Curved concrete panels (DWG 200902)

Union Pacific Engineering Standards - Concrete grade crossing tie (DWG 0203C)

Union Pacific Engineering Standards - Concrete grade crossing tie for Safelok III fasteners (DWG 0209A)

Burlington Northern Santa Fe/Union Pacific Common Standards concrete panels

- General specifications for road crossings with concrete panels (DWG 200901)
- Typical details for concrete panels (DWG 200900)
- Prestressed concrete panels for 10'0" concrete ties (10C) (DWG 200301)
- Precast concrete panels for 10'0" long concrete ties (10C) (DWG 200302)
- Layout for concrete panels on 10'0" concrete ties (10C) (DWG 200300)

High Speed Track Transition Zones for Concrete Tie Grade Crossing (DWG 6030, 2 sheets)
08/25/10

Standard Transition Zones at Bridges (DWG 6031) 08/25/10

Track 2A Capacity Straightline Springfield and Joliet Subdivisions date - 12/17/2010

Design Drawings and Specifications – as they are developed during design process

550000 W36 & W40 BEAM SPAN, 31' TO 69' LENGTHS

580000 W18 & W24 BEAM SPAN, 14' TO 34' LENGTHS

551000 LOW PROFILE STEEL TPG-BD SPANS, 31' TO 64' LENGTHS

500000 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - 30" X 7'-0" DOUBLE BOX BEAM, FABRICATION PLANS

501000 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - 30" BOX BEAM PRECAST SUBSTRUCTURE ELEMENTS

502000 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - CONCRETE BOX AND SLAB BEAM HARDWARE

530000 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - CONCRETE BOX AND SLAB BEAM OVERALL DETAILS

530020 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - SLAB BEAM, FABRICATION PLANS

531000 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - SLAB BEAM PRECAST SUBSTRUCTURE ELEMENTS

531010 PRECAST/PRESTRESSED CONCRETE BEAM BRIDGES, 30" DOUBLE CELL BOX BEAM; 14", 16", 18" AND 20" SLAB BEAM SPANS - PRECAST CONCRETE PILE CAP

532000 CONCRETE BEAM BRIDGES - CAST-IN-PLACE CONCRETE CAPS

531200 CONCRETE BEAM BRIDGES - SINGLE TRACK TWO PIECE END CAP - DETACHABLE BACKWALLS

530100 CONCRETE BEAM BRIDGES - DOUBLE TRACK BRIDGES AT 20' CENTERS - TYPICAL SECTIONS FOR DOUBLE TRACK AT 20' CENTERS

531600 CONCRETE BEAM BRIDGES - DOUBLE TRACK BRIDGES AT 20' CENTERS - HARDWARE FOR DOUBLE TRACK AT 20' CENTERS

531400 CONCRETE BEAM BRIDGES - DOUBLE TRACK BRIDGES AT 20' CENTERS - PRECAST FILLER BLOCKS FOR DOUBLE TRACK AT 20' CENTERS

680000 ROUND STEEL PIPE CULVERTS GENERAL NOTES AND DETAILS

680010 ROUND STEEL PIPE CULVERTS - SMOOTH STEEL PIPE

680020 ROUND STEEL PIPE CULVERTS - CORRUGATED STEEL PIPE CULVERTS

680030 ROUND STEEL PIPE CULVERTS - STRUCTURAL PLATE PIPE CULVERTS

680100 END TREATMENTS FOR PIPE CULVERTS - GENERAL NOTES AND DETAILS

680120 END TREATMENTS FOR PIPE CULVERTS - TYPE A HEADWALL DETAILS

680130 END TREATMENTS FOR PIPE CULVERTS - TYPE B HEADWALL DETAILS

680140 END TREATMENTS FOR PIPE CULVERTS - TYPE C HEADWALL DETAILS

680150 END TREATMENTS FOR PIPE CULVERTS - TYPE C HEADWALL DETAILS

680160 END TREATMENTS FOR PIPE CULVERTS - HANDRAIL DETAILS AND TABLES

117908 CAST-IN-PLACE CONCRETE COLLARS FOR CSP CULVERTS

109472 STANDARD BALLAST RETAINER - PRECAST CONCRETE STANDARD BALLAST RETAINER

0575 STANDARD BARRICADE FOR PLACEMENT AT BRIDGE BACKWALLS

750000 Track Circuit Connections, Bonding, Related Equipment and Location of Insulation Joints

760000 Switches, Derails, Switch Locks, Movable Point Frogs and Fittings

770000 Signals and Lamps

780000 Interlockings and Control Machines

790000 Highway Crossing Signals and Gates

800000 Battery Housings and Junction Boxes

810000 Barricades, Foundations, Bases, Pedestals, Masts and Bridges

820000 Batteries and Charging Equipment

830000 Detectors and Indicators

840000 Lightning Protection Methods and Grounding

850000 Mechanical Connections of Wires, Cables and Terminals

860000 Inspection, Tests and Operating Characteristics of Signal Equipment

870000 Painting and Lubrication

890000 Tools and Test Equipment

900000 Transformers, Power and Pole Line Construction

910000 Houses, Cases and Bungalows Terminal Boards, Relay Racks

920000 Signal Locations and Elevation Plans

930000 Circuit and Wiring Diagrams

940000 Switch Heaters

970000 Symbols

980000 Bulletin Diagrams and Applications, Exhibits and Drawings

990000 Miscellaneous

EXHIBIT C

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK

SPCSL - 2A Estimate Summary 3/02/2011			
Estimate Description	Estimate Location	Estimate Date	Estimate Total
2A Project (TRT) Rehab Existing Main Line	Dwight to MP 168, Godfrey to Q Tower	3/2/2011	\$ 168,903,469
2A Project - Construct Track New Second Main Line	Springfield Sub MP 162 to 249.33	3/2/2011	\$ 169,950,194
2A Project - Upgrade Odell Siding	Joliet Sub MP 81.99 to 84.67	3/2/2011	\$ 10,756,945
2A Project - Upgrade Pontiac Siding	Joliet Sub MP 92.49 to 94.97	3/2/2011	\$ 10,070,616
2A Project - Upgrade Ballard Siding	Joliet Sub MP 106.43 to 108.83	3/2/2011	\$ 9,420,079
2A Project - Upgrade Normal Siding	Joliet Sub MP 121.40 to 124.29	3/2/2011	\$ 13,462,585
2A Project - Upgrade McLean Siding	Joliet Sub MP 138.66 to 141.33	3/2/2011	\$ 9,868,814
2A Project - Upgrade Athol Siding	Springfield Sub MP 153.56 to 155.68	3/2/2011	\$ 9,668,506
2A Project - Upgrade Elkhart Siding	Springfield Sub MP 168.64 to 172.50	3/2/2011	\$ 6,989,372
2A Project - Upgrade Ridgely Siding	Springfield Sub MP 180.96 to 182.79	3/2/2011	\$ 9,543,830
2A Project - Upgrade Auburn Siding	Springfield Sub MP 197.86 to 200.03	3/2/2011	\$ 7,983,047
2A Project - Upgrade Girard Siding	Springfield Sub MP 210.57 to 212.65	3/2/2011	\$ 6,684,171
2A Project - Upgrade Carlinville Siding	Springfield Sub MP 223.20 to 226.74	3/2/2011	\$ 11,990,091
2A Project - Upgrade Shipman Siding	Springfield Sub MP 236.27 to 238.23	3/2/2011	\$ 12,841,325
2A Project - Upgrade Godfrey Siding	Springfield Sub MP 249.33 to 252.11	3/2/2011	\$ 9,175,621
2A Project - Real Estate		N/A	\$ 7,322,000
Signal	Joliet/Springfield MP 72.8 to 281.0	2/17/2011	\$ 153,783,882
Total Cost			\$ 628,414,547

Project Material Credits based on 2010 Authorized work (approximate MP's)

MP 168 - 160 Rail Material only	\$ (2,031,368)
MP 160 - 111 Rail Material only	\$ (13,471,552)
No. 11 Turnouts Material only	\$ (1,897,725)
No. 24 TO's Ridgely/Carlinville Material only	\$ (425,708)
No. 11 TO Elkhart Material	\$ (107,000)

Grand Total **\$ 610,481,194**

Includes: minor O.H. structure modifications and road crossing work. Major road crossing work or grade separations by IDOT. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT D

IDOT RESPONSIBILITIES AND OWNERSHIP

A. Responsibilities - IDOT agrees to be responsible for the following construction related activities. The cost of the IDOT responsibilities set forth herein is excluded from the aggregate cost cap set forth in the definition of "Eligible Project Costs" and from the Eligible Project Costs amount set forth in Section 2.1 of the subject Agreement.

1. 30% design for at-grade crossing warning devices as a result of diagnostics review and approval.
2. Design and construction of a replacement overhead roadway bridge at 2400N near Odell.
3. Design and construction of roadway overpass work required in connection with the Project.

B. Ownership - IDOT, or a person(s) or entity other than UPRR, shall own the improvements described below:

[to be provided pursuant to Section 2.6]

EXHIBIT E

ADDITIVE RATES

For all billing, the labor additive rates agreed to by UPRR and IDOT shall consist of the FHWA rates most recently audited and approved by the Nebraska Department of Roads. As of the date of the Agreement, these rates are based upon costs incurred during calendar year 2004, and shall be applicable to all billing issued to IDOT unless and until such rates are adjusted as provided in Section 3.4 of the Agreement. To the extent that the Nebraska Department of Roads completes an audit of later years' costs incurred by UPRR, and the audit is approved by the Nebraska Division of FHWA, the new rate shall become immediately applicable to all subsequent billing issued to IDOT for HSR as provided in Section 3.4 of the Agreement. Note that regardless of which year's additive rate is in effect, the following category adjustments have been agreed to between UPRR and IDOT:

Maintenance of Way Additive Rate	<u>2004 Audited Rate</u>	<u>2004 Adjusted Rate</u>
Labor Surcharges per FAPG 23 CFR 140.906(b):	62.98%	62.98%
Overhead and Indirect Construction Costs per FAPG 23CFR 140.907:		
Supporting Costs (MofW Department Specific)	29.89%	29.89%
Allocated/Other Departments	29.07%	19.38% (a)
General Administration	6.31%	3.86% (b)
Force Account Insurance	16.00%	16.00%
Equipment Costs		
Track	60.34%	60.34%
Signal	23.51%	23.51%
Total Additive		
Track	204.59%	192.45%
Signal	167.76%	155.62%

Adjustments agreed to between UPRR and IDOT:

a Excludes Bonuses, Stock Options, Undistributed Costs, HR, Depreciation on Office/Computers, and Property Tax

b Excludes Bonuses, Stock Options, Exec/President Dept., Post Employment Benefits, and Corp.

EXHIBIT F

UPRR RIGHT OF ENTRY AGREEMENT

I, _____, wish to visit certain facilities on the property of Union Pacific Railroad Company (hereinafter "*Railroad*") or other property on which the Railroad operates. I fully understand and acknowledge that my presence on Railroad property may involve being upon or about railroad tracks and other railroad facilities and on or about engines, trains, railroad cars and equipment, and that I may face risks of personal injury, death or property damage as a result of my presence in the vicinity of railroad construction, maintenance and operation activities, or as the result of acts or omissions of an officer, agent or employee of the Railroad or defects in tracks, other railroad facilities, land, engines, trains, railroad cars or equipment (hereinafter collectively "*Loss*"). I further understand that execution of this instrument is a condition of Railroad's permission to me to be on or about its property. I acknowledge and affirm that my execution of this instrument shall govern my presence on Railroad property.

NOW, THEREFORE, in consideration of the foregoing and the permission of the Railroad as aforesaid, I hereby assume all risks of any Loss while I am upon or about the tracks or other premises of the Railroad or about any engines, trains, cars or equipment, and I, for myself, my heirs, executors, administrators and dependents, hereby forever acquit, release and discharge the Railroad, its affiliated companies, and all other companies using the tracks or other facilities of the Railroad or whose tracks the Railroad may be using at or in the vicinity of the work, from any Loss that may be sustained by me while I am upon or about the tracks, premises or other property of the Railroad, or upon or about any engines, trains, cars or equipment, unless the Loss is caused by the gross negligence or willful misconduct of the Railroad.

DATED this _____ day of _____, 20_____.

I HAVE READ AND UNDERSTOOD THIS PAPER:

(Signature)

(Address)

Witness:

(Signature)

(Address)

EXHIBIT G

DEFINITIONS

"2A Route" shall mean the right-of-way owned and/or controlled by UPRR between Dwight, Illinois (Mile Post 72.8) and Q Tower in East St. Louis, Illinois (Mile Post 281.0), as the same may be adjusted by the mutual agreement of UPRR and IDOT from time to time.

"Agreement" shall mean this High Speed Rail 2A Route Construction Agreement by and between UPRR and IDOT, as amended, supplemented or modified.

"Amtrak" shall mean the National Railroad Passenger Corporation and its permitted successors and assigns.

"Applicable Law" shall mean all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, certificates, orders, interpretations and licenses of any Governmental Authority and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment).

"Application" is defined in the Recitals to the Agreement.

"Appropriation Failure" is defined in Section 7.5.

"ARRA" shall mean American Recovery and Reinvestment Act of 2009, as amended.

"Bus-Around Service" is defined in Section 2.1(d).

"Changed Services" is defined in Section 5.5.

"Change in Law" shall mean any change in Applicable Law or regulatory requirements (other than any change in tax law that is applicable to UPRR generally without taking into account UPRR's obligations under the Agreement or UPRR's participation in the Project) on or after December 15, 2010 affecting UPRR or the Project.

"Change Order" is defined in Section 5.5.

"Change Request" is defined in Section 5.5.

"Claiming Party" shall mean the party hereto asserting that a Force Majeure Delay has occurred.

"Confidential Information" is defined in Section 9.11.

"Contingency" is defined in Section 5.5.

“DBE” is defined in Section 5.1.

“Deficiencies” means, as reasonably determined by IDOT after good faith consultation with UPRR, any aspect of the materials, workmanship, design, or construction of any portion of the Project that fails to meet the then current Plans and Specifications for the Project.

“Effective Date” is defined in the introductory paragraph of the Agreement.

“Eligible Project Costs” means the sum of (i) all actual costs incurred by UPRR in connection with the Project including, but not limited to, all actual fees, costs (including, without limitation, any applicable sales/use taxes) and expenses incurred with respect to engineering review, permitting, construction, inspection, flagging, procurement of materials (including, without limitation, any delivery, handling, transportation or storage costs), equipment rental, manpower and deliveries to the Project site, any advisors and any service providers in connection with services rendered with respect to the Project, all direct and indirect overhead labor/construction costs (including any actual costs incurred in excess of any final cost estimate and any other cost overrun with respect to the Project), and any internal costs and expenses of UPRR such as salaries and overhead attributable to the Project, in each case at the additive or rate agreed upon by UPRR and IDOT and set forth on Exhibit E attached hereto, as Exhibit E may be amended from time to time in accordance with Section 3.4 (“Fees”); *provided that*, notwithstanding the foregoing, the costs incurred by UPRR for services rendered by its legal counsel with respect to the Project shall be payable by UPRR, plus (ii) subject to the proviso to clause (i) above, any costs incurred by UPRR in complying with Section 9.2, including, without limitation, any costs incurred by UPRR for services rendered by its independent outside advisors with respect to UPRR’s compliance with Section 9.2; *provided that* such compliance costs described in this clause (ii) shall not include direct or indirect overhead costs of UPRR other than direct and indirect overhead labor costs attributable to incremental UPRR personnel dedicated to the performance of compliance activities required by Section 9.2, plus (iii) any incremental costs incurred by UPRR in connection with preserving the condition of the upgraded track infrastructure resulting from the improvements contemplated by this Agreement pursuant to Section 2.5, plus (iv) subject to the proviso to clause (i) above, any costs incurred by UPRR in connection with a Change Request or a Change Order pursuant to Section 5.5, plus (v) except in the case of any termination of this Agreement pursuant to Section 7.2, any and all demobilization costs, re-mobilization costs (in the case of any suspension and resumption of work under this Agreement), equipment standby costs and all other equipment costs incurred by UPRR in connection with any suspension, reduction in scope of work (including any reduction in geographic boundaries) or termination of the Project, plus (vi) all costs and expenses incurred by UPRR in connection with acquiring real property to be utilized or proposed to be utilized in connection with the Project, including (by way of illustration only and not limitation) survey services, appraisal services, application fees, title work, damages, mitigation measures, travel expenses, consultant’s and contractor’s fees, environmental studies, land use permitting, legal fees, purchase consideration, and closing costs, plus (vii) any costs incurred by UPRR in connection with any environmental assessment conducted, and any environmental remediation required, with respect to any real property acquired or proposed to be acquired in connection with the Project, plus (viii) all costs and expenses incurred by UPRR in connection with all other environmental work including mitigation measures required for the construction of the

Improvements and/or utility relocation work, plus (ix) all costs and expenses incurred by UPRR in connection with the utility relocation work; *provided further, however*, that the aggregate amount of Eligible Project Costs under this Agreement shall not exceed \$610,481,194.00. For purposes of this Agreement, actual costs for any materials shall be UPRR's then current unit chargeout price at the time of installation, plus additives. Additionally, Eligible Project Costs are limited to elements approved in an Environmental Determination.

"Environmental Delay" is defined in Section 2.1(a).

"Environmental Determination" shall mean the Record of Decision executed on January 8, 2004 relating to the Environmental Impact Statement for the Chicago to St. Louis high speed rail corridor issued in January 2003 and any other environmental determination or decision under the National Environmental Policy Act approving the performance of work relating to the 2A Route project.

"Estimated Eligible Costs" means the budgeted costs of the Project eligible to be reimbursed or otherwise paid by IDOT as shown in the Project Budget.

"Expert" has the meaning set forth in Section 9.1.

"Fees" is defined in the definition of "Eligible Project Costs".

"Force Majeure Delay" means any interruption or delay in the progress of the implementation of the Plan or the construction of the Improvements as a result of a Force Majeure Event occurring on the UPRR system or along the 2A Route.

"Force Majeure Event" means any event, condition or circumstance (the existence of which at the time of execution of this Agreement was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, taking into account the implementation of the Plan and construction of the Improvements) which was not reasonably foreseeable and was beyond the reasonable control of the Claiming Party, any person directly under the control or supervision of the Claiming Party, or any of the Claiming Party's affiliates (including without limitation any contractor or subcontractor thereof), including, but not limited to, general strikes, picket lines or lockouts but not any strike, picket line, lockout or other job action initiated by employees of the Claiming Party or its affiliates or any person directly under the control or supervision of the Claiming Party, acts of God, civil commotion, enemy action and general and pervasive shortage of required materials, services or commodities; but excluding in all cases (i) any event, condition or circumstance that results from a breach by the Claiming Party or its affiliates of its obligations, representations or warranties under this Agreement or any documents or certificates delivered pursuant hereto, (ii) except as expressly provided above, economic hardship, commercial, economic or market conditions or the insolvency, bankruptcy or financial condition of the Claiming Party or its affiliates or any person directly or indirectly under the control or supervision of the Claiming Party or its affiliates, (iii) any event, condition or circumstance which could have been avoided, prevented or mitigated or which could be remedied, prevented or mitigated through the exercise of commercially reasonable efforts, the commercially reasonable expenditure of funds or other commercially

reasonable action, election or arrangement and (iv) any payment of funds required by the terms of this Agreement.

"FRA" means the Federal Railroad Administration and any agency or instrumentality of the United States Government succeeding to its functions.

"FRA Agreement" shall mean the Grant/Cooperative Agreement (Agreement Number FR-HSR-0015-11-01-01) by and between the State, acting by and through IDOT, and the FRA, as the same may be amended, modified, replaced or otherwise supplemented from time to time.

"Funds" is defined in the recitals to the Agreement.

"Governmental Authority" shall mean any federal, state, county, municipal or other federal, state or local governmental authority, agency, board, body, instrumentality, tribunal, court or quasi-governmental authority of the United States, including, without limitation, the FRA and the U.S. DOT.

"HSR" is defined in the recitals to the Agreement.

"HSR Route" is defined in the recitals to the Agreement.

"HSR Segment" is defined in the recitals to the Agreement.

"HSR Train" shall mean an intercity passenger rail service train operating at maximum authorized speeds above 79 m.p.h. and up to 110 m.p.h. on agreed upon portions of the 2A Route.

"IDOT" is defined in the introductory paragraph of the Agreement.

"Improvements" means the renovations and improvements to a portion of the 2A Route described at Exhibits A and C attached hereto, as such Exhibits A and C may be amended from time to time by written mutual agreement of the parties.

"Maintenance Agreement" shall mean that certain maintenance agreement entered into by the State and UPRR with respect to the maintenance of the Project, as the same may be amended, supplemented or otherwise modified from time to time.

"Materials" is defined in Section 2.1(a).

"Operator" is defined in Section 2.1(d).

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, Federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

“Plan” is defined in the recitals to the Agreement.

“Plans and Specifications” means all plans and specifications for construction of the Improvements that are required to be approved by applicable public or quasi-public authorities or that are otherwise necessary or prepared in connection with construction of the Improvements.

“Project” is defined in the recitals to the Agreement.

“Project Budget” means the budget of Estimated Eligible Costs (including line item categories) necessary to complete the construction of the Project in accordance with the terms and conditions hereof, and attached hereto as Exhibits A and C as such as Exhibits A and C may be amended from time to time as provided in this Agreement.

“Project Description” means the information attached hereto as Exhibit A, as such Exhibit A may be amended from time to time by written mutual agreement of the parties.

“Project Schedule” means UPRR’s best estimate from time to time as to when specific tasks to be performed in connection with the construction of the Improvements will be completed.

“Providing Party” is defined in Section 9.11.

“PTC” means a positive train control system as defined in 49 USC §20157(i)(3), or any component of such a system.

“Receiving Party” is defined in Section 9.11.

“Rehabilitation Agreement” is defined in Section 8.

“Rehabilitation Memorandum” is defined in Section 8.

“Reporting Requirements” is defined in Section 5.3(c).

“RTC” has the meaning set forth in Section 5.5 hereof.

“Service Contract” means a construction contract and/or a professional services contract performed by a third party.

“Service Outcomes Agreement” is defined in the recitals to the Agreement.

“Services” is defined in Section 2.1(a).

“State” means the State of Illinois.

“Taxes” is defined in Section 5.9(i).

“Technology Delay” is defined in Section 2.1(a).

“UPRR” is defined in the introductory paragraph of the Agreement.

“U.S. DOT” means the United States Department of Transportation.

“Weather Delay” is defined in Section 2.1(a).

“Work Order” means a unique identification number that is established for a defined project component within UPRR’s financial systems in order to accumulate the specific actual expenditures incurred for the project. This identification number is one part of the accounting distribution on source financial transactions. A work order can also be known as a “Network”.

EXHIBIT H

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

The certifications hereinafter made by UPRR are each a material representation of fact. IDOT may terminate the agreement if it is later determined that UPRR rendered a false or erroneous certification.

Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

UPRR certifies that it is not barred from being awarded a contract under Section 50-5. A company who makes a false statement, material to the certification, commits a Class 3 felony.

Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by UPRR that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A company that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

UPRR certifies that it is not barred from contracting with IDOT by reason of a violation of either Section 33E-3 or Section 33E-4.

International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which UPRR agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. UPRR makes the certification set forth in Section 5 of the Act.

Delinquent Payment. UPRR certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. UPRR further

acknowledges that the contracting State agency may declare the contract void if this certification is false or if UPRR, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions. UPRR certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the Agreement. UPRR acknowledges that IDOT shall declare the contract void if this certification is false.

Environmental Protection Act. UPRR certifies in accordance with 30 ILCS 500/50-14 that UPRR is not barred from being awarded a contract under this Section. UPRR acknowledges that IDOT may declare the contract void if this certification is false.

EXHIBIT I

ARRA REQUIREMENTS

Authority of the U.S. Comptroller General. Section 902 of ARRA requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives to:

1. Examine, copy, and/or audit any records of UPRR or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of UPRR or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Authorized representatives of IDOT, FRA, and U.S. DOT shall have the same rights afforded to the Comptroller General and his representatives under Section 902 of ARRA. Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of ARRA with respect to the Agreement, which is funded with funds made available under ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General. In connection with audit and inspection activities, UPRR shall provide authorized representatives of IDOT, FRA, U.S. DOT, and the U.S. Comptroller General 1) access to UPRR's facilities and to contract work and/or deliverables in progress and 2) adequate and appropriate workspace. UPRR shall include the provisions of this clause in every material subcontract (e.g., exceeding \$100,000) entered into by UPRR solely in connection with the Project after the date of the execution and delivery of the Agreement, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts.

Authority of the Inspector General. Section 1515(a) of ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on the Project. UPRR is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of UPRR, its subcontractors or other firms working on the Project. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

Employment Report. In addition to any other reporting required by the Agreement, UPRR shall provide to IDOT an employment summary for all employees working on the Project from the Agreement execution date to the last full pay period each month for the duration of the Agreement. The report may include but is not limited to:

1. Total number of employees.
2. The total hours worked.
3. Total payroll.

The report shall be completed by UPRR. UPRR shall also report for each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this Agreement shall be included. Engineering consulting firms performing construction layout and material testing for UPRR shall also be included. Hours worked for material suppliers, services provided by purchase orders, IDOT employees or consulting firms performing inspection or testing for the IDOT shall not be included in the report. UPRR will supply the requested employment information for its own labor force and its subcontractors as part of the monthly billing process in accordance with its existing bill process procedures. Subcontractor employment information will be reported once the subcontractor's bill has been approved for payment by UPRR. The report shall contain all hours worked under the Agreement from the start of the month to the last full pay period each month. The report shall be submitted electronically by accessing IDOT's website (<http://www.dot.il.gov/stimulus/index.html>). Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Section 1512 Report. In addition to any other reporting required by the Agreement, UPRR shall provide to IDOT a quarterly report in accordance with Section 1512(c) of ARRA. The report shall contain the following information:

1. The total amount of ARRA funds received from IDOT;
2. The amount of ARRA funds received that were expended or obligated to projects or activities;
3. The data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of management and Budget; and
4. A detailed list of all project or activities for which ARRA funds from IDOT were expended or obligated, including
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of Full Time Equivalent jobs working on the project or activity.

Registration. UPRR shall comply with the requirements of Section 1512(h) of ARRA, whereby UPRR maintains a Dun and Bradstreet Data Universal Numbering System (DUNS) Number and a current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has active federal awards funded with ARRA funds.

Prohibited Activities. UPRR agrees that in no event shall proceeds of the Funds be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Violations of Law. UPRR shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C.

§§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

Whistleblower Protections. IDOT and UPRR shall comply with the State, local government, and contractor whistleblower protections of ARRA Section 1553.

Integrity. UPRR agrees that all data it submits to IDOT in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.

EXHIBIT J

FEDERAL COMPLIANCE

(a) The flowdown provision requirements reflected in the Agreement apply to contracts entered into solely in connection with the Project after the date of the execution and delivery of the Agreement. While the flowdown provision requirements do not apply to existing contracts, if an existing contract is amended with respect to the Project (other than an amendment to such contract consisting of the payment thereunder of prevailing wages or the implementation of Buy America provisions as required by the Agreement) after the date of the execution and delivery of the Agreement, then the flowdown provision requirements shall be included in the amended contract.

(b) UPRR is governed by the Federal Railway Labor Act with respect to the wages paid to its employees and shall not be subject to state or local minimum wage or prevailing wage laws or regulations.

(c) In accordance with 49 USC §24405(c)(1)(C), the parties acknowledge and agree that all collective bargaining agreements with UPRR's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by UPRR on the 2A Route.

(d) In accordance with 49 USC §24405(c)(1)(D), the parties acknowledge and agree to comply with the liability requirements consistent with 49 USC §28103.

(e) UPRR shall comply with the provisions of 49 USC §24405(c)(2) with respect to the payment of prevailing wages with respect to the Project consistent with the provisions of 49 USC §24312 (it being understood and agreed that wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements). Prevailing wage rates established for purposes of this Agreement pursuant to the rates provided by the Department of Labor and certain applicable regulations are attached as Exhibit K. With respect to existing contracts, the vendor will submit a separate charge covering prevailing wage adjustments, which separate charge will be passed through to IDOT as an Eligible Project Cost. Any charge for prevailing wage adjustments shall be deemed appropriate and acceptable as Eligible Project Costs unless IDOT or any authorized auditor of the Project objects to such charge within 10 business days of receipt by IDOT of an invoice for such charge.

(f) In accordance with 49 USC §24405(c)(2)(B), UPRR shall comply with the protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (45 USC §836) with respect to employees affected by actions taken in connection with the Project.

(g) UPRR shall comply with respect to the Project with the Buy America provisions set forth in 49 USC §24405(a), with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

(h) UPRR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, with respect to the Project.

(i) UPRR agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC § 4012a(a), with respect to the Project.

(j) UPRR agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32 with respect to the Project.

(k) UPRR agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing, with respect to the Project. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) E.O. 11246 as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, which ensures that all business organizations receive fair and equal consideration and prohibits discrimination against any employee; (k) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (l) the requirements of any other nondiscrimination statute(s) which may apply to UPRR with respect to the Project. UPRR shall include a provision that requires compliance with E.O. 11246 as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60 in all lower tier contracts entered into by UPRR solely in connection with the Project after the date of the execution and delivery of the Agreement.

(l) UPRR agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

(m) UPRR will conduct work under this Agreement, and will require that work that it causes to be conducted as a result of this Agreement be, in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. UPRR shall include in each contract or subcontract exceeding \$50,000 entered into by UPRR solely in connection with the Project after the date of the execution and delivery of the Agreement (or, in the case of clause (1), after the date of the execution and delivery of the FRA Agreement): (1) the criteria and requirements of the "Environmental Protection" section of the FRA Agreement and (2) an affirmative covenant requiring such contractor or subcontractor to immediately inform UPRR upon the receipt of a communication from the Environmental Protection Agency ("EPA") regarding the EPA's List of Violating Facilities. UPRR certifies that no facilities that will be used to perform work under this Agreement are listed on the EPA's List of Violating Facilities. UPRR will notify IDOT as soon as it or any contractor or subcontractor engaged by it receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; *provided, however*, that UPRR's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

(n) UPRR shall use the Project property, equipment, and supplies acquired with the proceeds of the Funds for the provision of the Project activity for the duration of their useful life. The project property, equipment, and supplies financed under the FRA grant are subject to the property management standards, including disposition, of 49 CFR part 18.

(o) FRA will only reimburse the project costs considered allowable pursuant to OMB Circular A-87, 'Cost Principles for State, Local, and Indian Tribal Governments' (codified at 2 CFR part 225). The Project performance will be "governed by and in compliance with the following Administrative and Cost Principles: 49 C.F.R. Part 18; 49 C.F.R. Part 19; OMB Circular A-21, 'Cost Principles for Educational Institutions;' OMB Circular A-122, 'Cost Principles for Nonprofit Organizations;' and FAR, 48 C.F.R. Chpt. I, Subpart 31.2." Grant funds used for management and administrative costs will be allowable, reasonable, allocable, and in accordance with applicable OMB cost principles.

(p) UPRR shall comply with 46 U.S.C. § 1241(b), the regulations issued thereunder (46 CFR part 381). This provision must be included in all subcontracts entered into by UPRR solely in connection with the Project after the date of the execution and delivery of the Agreement.

EXHIBIT K

FEDERAL LABOR PROVISIONS

Effective: January 18, 2009

Code of Federal Regulations Currentness

Title 29. Labor

Subtitle A. Office of the Secretary of Labor

Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (Refs & Annos)

Subpart A. Davis-Bacon and Related Acts Provisions and Procedures (Refs & Annos)

§ 5.5 Contract provisions and related matters.

(a)(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, Employment Standards Administration, 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 (write in name of Federal Agency or the loan or grant recipient) 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 (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 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 (write in name of appropriate federal agency) 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 applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). 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 (write in name of appropriate federal agency) 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 applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 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 231 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 (write the name of the agency) 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) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other

clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(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 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.

(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 (write in the name of the Federal agency or the loan or grant recipient) 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) Subcontracts. The contractor or subcontractor shall insert in any subcontracts 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 prime contractor 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.

[Applicable Prevailing Wages follow commencing on the next page]

General Decision Number: IL100020 11/05/2010 IL20

Superseded General Decision Number: IL20080020

State: Illinois

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

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	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/07/2010
4	05/21/2010
5	07/02/2010
6	10/01/2010
7	11/05/2010

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
Operators:.....	\$ 23.00	1.65+A+B+C

Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Straw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of trees, 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

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
Operators.....	\$ 23.00	1.65+A+B+C

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; Straw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of trees, 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

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 05/01/2010
HIGHWAY CONSTRUCTION
MCLEAN COUNTY.....Rates Fringes
Landscape Laborer.....\$ 28.56 15.90

LABO0751-004 05/01/2010
HIGHWAY CONSTRUCTION
KANKAKEE COUNTY.....Rates Fringes
Landscape Laborer.....\$ 31.21 18.13

LABO0852-004 05/01/2006
HIGHWAY CONSTRUCTION
ROCK ISLAND AND HENRY COUNTIES.....Rates Fringes
Landscape Laborer.....\$ 21.94 12.79

LABO0996-004 05/01/2010
HIGHWAY CONSTRUCTION
PEORIA, TAZEWELL, & WOODFORD COUNTIES.....Rates Fringes
Landscape Laborer.....\$ 29.14 15.32

SUIL1993-001 01/19/1993
BUILDING CONSTRUCTION (LANDSCAPE WORK):
LABORER.....Rates Fringes
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
LABORER
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):
LABORER.....Rates Fringes
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 9.30+a
Group 2.....\$ 28.888 9.30+a
Group 3.....\$ 29.088 9.30+a
Group 4.....\$ 29.338 9.30+a
Group 5.....\$ 30.088 9.30+a

FOOTNOTE: a. \$162.50 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 firemen; 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.

*** TEAM0179-004 09/01/2009**

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

TRUCK DRIVER	Rates	Fringes
2-3 AXLES.....	\$ 35.65	6.67+a
4 AXLES.....	\$ 35.80	6.67+a
5 AXLES.....	\$ 36.00	6.67+a
6 AXLES.....	\$ 36.20	6.67+a
All Lowboy Trucks.....	\$ 37.20	6.67+a

FOOTNOTE: a. \$189.00 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Cretes and Agitators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-

loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice
Group 4 - Dual-purpose vehicles, 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

Group 4 - Dual-purpose vehicles, 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 Aalls; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

Group 4 - Dual-purpose vehicles, 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Cretes and Agitators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, 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 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 06/01/2010

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.....	\$ 33.95	.15+a
4 AXLES.....	\$ 34.10	.15+a
5 AXLES.....	\$ 34.30	.15+a
6 AXLES.....	\$ 34.50	.15+a

FOOTNOTE: a. \$514.00 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; Fork 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 Cretes and Agitators 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 Cretes and Agitators, 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 05/01/2010

HENRY and ROCK ISLAND COUNTIES	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 29.60	9.90+a
Group 2.....	\$ 30.02	9.90+a
Group 3.....	\$ 30.23	9.90+a
Group 4.....	\$ 30.49	9.90+a
Group 5.....	\$ 31.28	9.90+a

FOOTNOTE: a. \$36.00 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; Fork 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 Cretes and Agitators 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 Cretes and Agitators, 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

 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.

 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.

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.
- =====

END OF GENERAL DECISION

General Decision Number: IL100011 01/21/2011 IL11

Superseded General Decision Number: IL20080011

State: Illinois Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Modification Number Publication Date

0	03/12/2010
1	03/19/2010
2	05/07/2010
3	05/21/2010
4	06/04/2010
5	07/02/2010
6	08/06/2010
7	08/13/2010
8	09/03/2010
9	10/01/2010
10	11/05/2010
11	12/03/2010
12	01/21/2011

CARP0555-003 07/01/2010
 DUPAGE ANE LAKE COUNTIESRates Fringes
 CARPENTER.....\$ 40.77 22.12

CARP0555-008 07/01/2010
 WILL COUNTYRates Fringes
 Carpenter and Piledriver.....\$ 40.77 24.44

CARP0555-011 07/01/2010
 KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIESRates Fringes
 Carpenter and Piledriver.....\$ 40.77 22.13

CARP0790-003 06/15/2010
 DE KALB COUNTYRates Fringes
 CARPENTER.....\$ 31.55 19.67

CARP0790-004 06/15/2010
 CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON,
 and WHITESIDE COUNTIESRates Fringes
 CARPENTER.....\$ 31.55 19.67

CARP0792-003 06/15/2010
 BOONE COUNTYRates Fringes
 CARPENTER.....\$ 35.03 16.19

ELEC0009-002 05/24/2010

WILL COUNTYRates Fringes
 Line Construction
 Groundman.....\$ 31.86 18.58
 Lineman and Equipment Operator.....\$ 40.85 23.81

ELEC0117-001 05/31/2010

KANE (Northern Half) and McHENRY (All) COUNTIESRates Fringes
 ELECTRICIAN.....\$ 42.92 22.57

ELEC0150-001 05/31/2010

LAKE COUNTYRates Fringes
 ELECTRICIAN.....\$ 39.15 26.09

ELEC0176-011 06/01/2010

WILL COUNTYRates Fringes
 ELECTRICIAN.....\$ 39.50 29.95

ELEC0196-001 03/02/2010

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES
 Line ConstructionRates Fringes
 Equipment Operator.....\$ 33.14 14.28+A
 Groundman Truck Driver.....\$ 26.52 12.38+A
 Groundman.....\$ 25.68 12.13+A
 Lineman, Substation Technician, Cable Splicing
 Technician, Digger Operator, Crane Opertor 20
 tons and above, and Signal Technician.....\$ 39.42 16.09+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2010

BOONE (All) & DEKALB (Remainder) COUNTIESRates Fringes
 ELECTRICIAN.....\$ 40.00 26.37

ELEC0461-006 05/31/2010

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIESRates Fringes
 ELECTRICIAN.....\$ 43.37 22.12

* ELEC0701-001 11/29/2010

DUPAGE COUNTYRates Fringes
 ELECTRICIAN.....\$ 36.20 30.88

ENGI0150-015 06/01/2010

BOONE and DE KALB COUNTIES	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.20	25.50
Group 2.....	\$ 39.65	25.50
Group 3.....	\$ 38.35	25.50
Group 4.....	\$ 36.90	25.50
Group 5.....	\$ 35.45	25.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; 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; Derricks; Derrick Boats; Derricks, traveling; 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; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; 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; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; 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); 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; 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 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (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; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom : Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated Capacity in excess of 50 ton.

- Long Boom pay and Capacity pay cannot be combined.
- Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes: When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps: When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor: Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work: Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines: The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2009

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

OPERATOR: Power Equipment	Rates	Fringes
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

IRON0001-014 06/01/2010
DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIESRates Fringes

IRONWORKER

Sheeter.....	\$ 41.00	29.84
Structural and Reinforcing.....	\$ 40.75	29.84

IRON0063-003 06/01/2010
LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES.....Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 40.20 25.98

IRON0498-003 06/01/2010
BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

.....Rates	Fringes
IRONWORKER.....	\$ 35.00 28.54

LABO0002-004 06/01/2008
DUPAGE COUNTYRates Fringes

LABORER (SEWER CONSTRUCTION)

GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.88	15.27
GROUP 3.....	\$ 34.98	15.27
GROUP 4.....	\$ 35.10	15.27
GROUP 5.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2008

DU PAGE COUNTYRates Fringes

LABORER (Compressed Air)

0 - 15 lbs.....	\$ 35.75	15.27
16 - 20 lbs.....	\$ 36.25	15.27
21 - 26 lbs.....	\$ 36.75	15.27
27 - 33 lbs.....	\$ 37.75	15.27
34 lbs 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

LABO0032-007 05/01/2010

DE KALB COUNTYRates Fringes

LABORER	General Laborer.....	\$ 28.91	19.62
	Skilled Laborer.....	\$ 30.91	19.62

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive

Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2008

WILL COUNTYRates 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 radioactive conditions (suiing 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

LABO0149-002 06/01/2008

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

LABORER	Rates	Fringes
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	\$ 35.10	15.52
GROUP 7	\$ 35.25	15.52
GROUP 8	\$ 34.75	15.52
GROUP 9	\$ 35.75	15.52

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Stripping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos abatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LABO0152-003 06/01/2008

LAKE COUNTY	Rates	Fringes
LABORER GROUP 1	\$ 34.75	15.52
GROUP 2	\$ 34.85	15.52
GROUP 3	\$ 35.025	15.52
GROUP 4	\$ 35.025	15.52
GROUP 5	\$ 34.90	15.52
GROUP 6	\$ 34.15	15.52

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettleman; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2010

LAKE and WILL COUNTIES	Rates	Fringes
PAINTER: Brush Only	\$ 38.00	21.62

PAIN0030-003 05/01/2010		
DE KALB, DUPAGE, KANE, KENDALL, AND McHENRY COUNTIES		
PAINTER.....	Rates	Fringes
Brush, Sandblaster, and Spray.....	\$ 39.68	17.30

PAIN0030-006 05/01/2010		
BOONE COUNTY		
PAINTER.....	Rates	Fringes
Brush, Roller, Sandblasting, and Spray.....	\$ 34.50	17.30

PLAS0011-002 08/01/2010		
WILL COUNTY		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 41.00	21.03

PLAS0011-008 08/01/2010		
DE KALB, KANE, KENDALL, AND McHENRY COUNTIES		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 41.55	20.36

PLAS0011-013 08/01/2010		
LAKE COUNTY		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 40.30	21.63

PLAS0011-015 06/01/2010		
BOONE COUNTY		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
PLASTERER.....	\$ 34.00	18.25
	\$ 32.54	17.85

PLAS0803-001 08/01/2010		
DUPAGE COUNTY		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 38.00	24.03

* TEAM0179-002 09/01/2009		
KENDALL and WILL COUNTIES		
TRUCK DRIVER	Rates	Fringes
2 or 3 Axle Trucks.....	\$ 35.65	6.67+a
4 Axle Trucks.....	\$ 35.80	6.67+a
5 Axle Trucks.....	\$ 36.00	6.67+a
6 Axle Trucks.....	\$ 36.20	6.67+a
All Lowboy Trucks.....	\$ 37.20	6.67+a

FOOTNOTE: a. \$189.00 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

GROUP 4 - Dual-purpose 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			
TRUCK DRIVER		Rates	Fringes
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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other

than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

GROUP 4 - Dual-purpose vehicles, such as mounted crane 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

GROUP 3 - Dump Cretes and Agitators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, 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 tucks with hoist and accessories

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

* TEAM0330-002 06/01/2010

DEKALB COUNTY	Rates	Fringes
TRUCK DRIVER 2-3 AXLES	\$ 33.95	.15+a
4 AXLES	\$ 34.10	.15+a
5 AXLES	\$ 34.30	.15+a
6 AXLES	\$ 34.50	.15+a

FOOTNOTE: a. \$514.00 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

GROUP 4 - Dual-purpose vehicles, such as mounted crane tucks 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; Fork 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 Cretes and Agitators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

GROUP 4 - Dual-purpose 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: IL100013 02/11/2011 IL13
 Superseded General Decision Number: IL20080013
 State: Illinois
 Construction Types: Heavy and Highway
 Counties: Ford, Grundy, Iroquois, Kankakee, La Salle,
 Livingston, Marshall, McLean, Putnam and Woodford Counties in
 Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include
 landscape projects for GRUNDY COUNTY).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010
3	05/07/2010
4	06/04/2010
5	07/02/2010
6	08/06/2010
7	08/13/2010
8	09/03/2010
9	10/01/2010
10	11/05/2010
11	01/07/2011
12	01/21/2011
13	02/11/2011

Modification Number	Publication Date	Rates	Fringes
CARP0063-001	05/01/2010		
LIVINGSTON, McLEAN, AND FORD COUNTIES			
CARPENTER		\$ 31.00	18.29
PILEDRIVERMAN		\$ 32.00	18.29

Modification Number	Publication Date	Rates	Fringes
CARP0183-002	05/01/2010		
WOODFORD COUNTY			
CARPENTER		\$ 29.83	19.23
PILEDRIVERMAN		\$ 30.83	19.23

Modification Number	Publication Date	Rates	Fringes
CARP0195-002	06/15/2010		
LASALLE, MARSHALL, and PUTNAM COUNTIES			
CARPENTER		\$ 29.73	19.04

Modification Number	Publication Date	Rates	Fringes
CARP0555-013	07/01/2010		
GRUNDY COUNTY			
CARPENTER		\$ 40.77	22.13

Modification Number	Publication Date	Rates	Fringes
CARP0555-015	06/01/2010		
IROQUOIS AND KANKAKEE COUNTIES			
CARPENTER		\$ 35.05	20.93

Modification Number	Publication Date	Rates	Fringes
ELEC0009-001	05/24/2010		
GRUNDY and KANKAKEE COUNTIES			
Line Construction			
Groundman		\$ 31.86	18.58
Lineman and Equipment Operator		\$ 40.85	23.81

Modification Number	Publication Date	Rates	Fringes
ELEC0034-001	06/01/2010		
PEORIA DIVISION - MARSHALL (Area West of Bell Plain & Roberts TWPS) AND WOODFORD (Area West of Kansas, Linn, Palestine & Roanoke TWPS) COUNTIES			
ELECTRICIAN		\$ 33.86	15.05

Modification Number	Publication Date	Rates	Fringes
ELEC0051-001	03/01/2010		
FORD, IROQUOIS, LASALLE, LIVINGSTON, McLEAN, MARSHALL, PUTNAM, and WOODFORD COUNTIES			
Line Construction			
Groundman/Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)		\$ 34.08	17.62
Groundman/Truck Driver		\$ 26.02	14.57
Lineman and Substation Technician		\$ 37.86	19.04

Modification Number	Publication Date	Rates	Fringes
ELEC0176-001	06/01/2010		
ELECTRICIAN			
Grundy County		\$ 39.50	29.95
LaSalle County		\$ 39.10	29.93
Putnam County		\$ 37.95	29.90

Modification Number	Publication Date	Rates	Fringes
ELEC0176-004	06/01/2010		
FORD (Remainder), IROQUOIS (Excluding Artesia, Pegeon Grove, Loda, Fountain Creek, Lovejoy & Prairie Green TWPS), LA SALLE (Deer Park, Eden, La Salle, Peru, Utica, & Vermilion) KANKAKEE, & PUTNAM (Granville, Hennipin & Senachwine TWPS) COUNTIES			
ELECTRICIAN			
Ford, Iroquois, and Putnam Counties		\$ 37.95	29.90
Kankakee and LaSalle Counties		\$ 39.10	29.93

Modification Number	Publication Date	Rates	Fringes
ELEC0197-002	06/01/2010		
McLEAN (Remainder) and WOODFORD (Palestine, El Paso, & Kansas TWPS) COUNTIES			
ELECTRICIAN		\$ 34.47	14.19

Modification Number	Publication Date	Rates	Fringes
ELEC0538-001	01/01/2011		
IROQUOIS COUNTY (Fountain Creek, Lovejoy, and Prairie Green TWPS)			
ELECTRICIAN		\$ 32.04	14.71

ELEC0601-002 01/01/2011

FORD (South of Benton TWP), IROQUOIS (Artesia, Pegeon Grove, & Loda TWPS), LA SALLE (Southeastern part), LIVINGSTON, McLEAN (Cropsey, Anchor, Cheney Grove, & Belleflower TWPS), MARSHALL (Roberts, Evans, Bell, Plain, & Bennington TWPS), PUTNAM (Magnolia TWP), and WOODFORD (Linn, Clayton, Minonk, Roanoke, Green, & Panola TWPS) COUNTIES.....Rates Fringes
ELECTRICIAN.....\$ 35.41 12.79

* ENGI0150-007 06/01/2009

GRUNDY, LA SALLE, LIVINGSTON, AND PUTNAM (East of the Illinois River) COUNTIES.....Rates Fringes
OPERATOR: Power Equipment
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; ABG Paver*; Backhoes with Caisson Attachment*; Belt Loader*; Caisson Rigs*; Car Dumper, Central Redi-Mix Plant*; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket 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 etc.; All Derricks; Derrick Boats; Derricks, traveling*; 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; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water)*; Rock/Track Tamper; Rock Drill truck mounted; Roto Mill Grinder, 36" and over*; Roto Mill Grinder, less than 36"; 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 attachments; Raised or Blind Hoe Drill (Tunnel & Shaft)*; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator* & Widener (Apsco)

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); all Drills; 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 (one Group 4); Hydraulic Boom Trucks (All attachments); Locomotives, Dinky; Off-Road Hauling Units (including articulating); Laser Screed; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Rock Drill-Crawler or Skid*; Rock Drill-Truck Mounted*; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc. self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; 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); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, 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; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Hydro-Blaster requires two operators (one Group 2); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches

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

*Equipment requires an Oiler

ENGI0649-004 04/01/2010

McLEAN, MARSHALL, PUTNAM (West of the Illinois River), and WOODFORD COUNTIES.....Rates Fringes
OPERATOR: Power Equipment
Group 1.....\$ 33.00 19.20+A
Group 2.....\$ 30.49 19.20+A
Group 3.....\$ 26.34 19.20+A

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel

Boring Machine; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types: Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tunneler; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall receive: Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

ENGI0841-002 04/01/2010

FORD and IROQUOIS COUNTIES.....	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 33.35	13.95
GROUP 2.....	\$ 21.80	13.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tornadoizer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment).

IRON0112-002 05/01/2010		
LIVINGSTON, MARSHALL (Southwestern corner), MCLEAN (Western Half), and WOODFORD COUNTIES.....		
	Rates	Fringes
IRONWORKER.....	\$ 32.34	19.02

IRON0380-005 05/01/2010		
FORD and MCLEAN (Eastern Half) COUNTIES.....		
	Rates	Fringes
IRONWORKER.....	\$ 30.03	16.14

IRON0444-001 06/01/2010		
GRUNDY COUNTY.....		
	Rates	Fringes
IRONWORKER.....	\$ 38.00	28.26

IRON0444-003 06/01/2010		
La Salle, Marshall (Except the Southwestern Part), and Putnam Counties		
	Rates	Fringes
IRONWORKER.....	\$ 36.00	26.69

IRON0444-005 06/01/2010		
Kankakee County.....		
	Rates	Fringes
IRONWORKER.....	\$ 37.00	26.83

LABO0075-003 06/01/2008		
GRUNDY COUNTY.....		
	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; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road to work, Cement and mineral filler handler, concrete puddlers, Batch dumpers (cement & asphalt); Vibrator operator; Sand and Stone wheelers to mixer (handler); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/ Jackhammermen; Chipping hammermen; Asphalt; laborer; Chain and power saws; Pit men; Fencing laborers; Mason tender (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold, 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 swing, 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 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 defined herein; 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 pipelayers and multiple concrete duct or any other type of pipe used on public utility work (ground level to 8 feet); Pumpcrete pipehandlers;

GROUP 3 - Asphalt rakers; Hod Carriers; Plasterer Laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airports runaways, and radii (any type of form) stringline men for all aforementioned work; Wage 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 laborer

GROUP 4 - Tunnel miners, and all laborers inside tunnel; air blown 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 on any type or make of scaffold, 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

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

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer

LABO0362-001 05/01/2010		
MCLEAN COUNTY.....		
	Rates	Fringes
LABORER	GROUP 1.....	\$ 28.56 15.90
	GROUP 2.....	\$ 29.56 15.90

LABORER CLASSIFICATIONS

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0393-001 05/01/2009

BUREAU, LA SALLE, and PUTNAM COUNTIES		Rates	Fringes
LABORER	Group 1.....	\$ 27.26	14.14
	Group 2.....	\$ 27.46	14.14
	Group 3.....	\$ 27.66	14.14

LABORER CLASSIFICATIONS

GROUP 1: General Laborer - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track Laborers; Cement Handlers; Chloride Handlers; Unloading and Laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deckhand, dredge hand and shore laborers; Backmen on floating plant; Asphalt workers with machine and layers; Grade Checker; Power Tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh); Rod and chainmen with land surveyors; surveyors, and technical engineers; all classifications not listed below

GROUP 2: Skilled Laborer - Flagging; Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners, & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or Tile Layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signalman on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers Tending Masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready-Mix Scalemen, permanent, portable or temporary plant; Laborers Handling Masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material Selector when working with firebrick or castable materials; Fire Watch; Signaling of all power equipment; Tree Topper or Trimmer

GROUP 3: Asbestos Abatement Worker; Lead Base Paint Removal and Mold Remediation

LABO0751-002 05/01/2010

FORD, IROQUOIS, and KANKAKEE COUNTIES.....		Rates	Fringes
LABORER	Group 1.....	\$ 31.21	18.13
	Group 2.....	\$ 32.21	18.13

LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED; SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with

de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh); SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signaling of all power equipment; Tree Topper or Trimmer

GROUP 2: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

LABO0996-001 05/01/2010

LIVINGSTON, MARSHALL, AND WOODFORD COUNTIES

LABORER		Rates	Fringes
	GROUP 1.....	\$ 29.14	15.32
	GROUP 2.....	\$ 30.14	15.32

LABORER CLASSIFICATIONS

GROUP 1: All classifications not listed below

GROUP 2: Dynamite Man; Asbestos Abatement Worker and Hazardous Waste Worker; and Lead Base Paint Worker

PAIN0014-005 06/01/2010

GRUNDY COUNTY.....		Rates	Fringes
PAINTER.....		\$ 38.00	21.62

PAIN0030-012 05/01/2010

FORD, LA SALLE, LIVINGSTON, MCLEAN, AND PUTNAM COUNTIES

PAINTER.....		Rates	Fringes
	Brush, Spray, and Sandblasting.....	\$ 31.70	17.30

PAIN0157-001 05/01/2010

FULTON, MARSHALL, MASON, SCHUYLER, AND WOODFORD COUNTIES

PAINTER		Rates	Fringes
	Brush, Spray, Pressure Roller, Sandblasting, Bridges, & New Structural Steel Work.....	\$ 31.70	17.30

PLAS0011-011 06/01/2010		
IROQUOIS AND KANKAKEE COUNTIES	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 38.33	17.80

PLAS0018-010 05/01/2010		
MARSHALL & WOODFORD (Remainder) COUNTIES.....	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 27.50	20.32

PLAS0018-018 05/01/2010		
LIVINGSTON (Remainder), MCLEAN, and WOODFORD (Eastern Part, except Roanoke) COUNTIES	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 29.25	15.88

PLAS0018-024 12/01/2003		
LASALLE, PUTNAM, and LIVINGSTON (Southeast Part) COUNTIES	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 26.40	10.54

PLAS0143-006 05/01/2010		
FORD COUNTY	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 28.90	14.30

TEAM0065-003 05/01/2009
 FORD (Southern Section Elliot, Gibson City, Harpster, Melvin, Paxton, Roberts & Sibley), IROQUOIS (Fountain Creek, Lovejoy, Milford, Pigeon Grove, Prairie Green & Stockland), LASALLE, LIVINGSTON (Amity, Long Point, Nevada, Newtown Reading, & Sunbury), MARSHALL, MCLEAN (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), PUTNAM, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

TRUCK DRIVER	Rates	Fringes
Group 1.....	\$ 28.488	9.30+a
Group 2.....	\$ 28.888	9.30+a
Group 3.....	\$ 29.088	9.30+a
Group 4.....	\$ 29.338	9.30+a
Group 5.....	\$ 30.088	9.30+a

FOOTNOTE: a. \$162.50 per week

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-006 09/01/2009

FORD (North section the of the County North of a line from the Southeastern corner of Livingston County straight East to the Ford-Iroquois County Line), GRUNDY, LIVINGSTON (Avoca, Belle Prairie, Broughton, Charlotte, Chatsworth, Dwight, Eppards Point, Esmen, Fayette, Forrest, Germanville, Indian Grove, Nebraska, Odell, Owega, Pike, Pleasant Ridge, Pontiac, Rooks Creek, Round Grove, Saunemin, Sullivan, Union, & Waldo), 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), and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

TRUCK DRIVER	Rates	Fringes
2 or 3 Axle Trucks.....	\$ 35.65	6.67+a
4 Axle Trucks.....	\$ 35.80	6.67+a
5 Axle Trucks.....	\$ 36.00	6.67+a
6 Axle Trucks.....	\$ 36.20	6.67+a
All Lowboy Trucks.....	\$ 37.20	6.67+a

FOOTNOTE: a. \$189.00 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 Cretes and Agitators, 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 tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0179-007 06/01/2008

KANKAKEE AND IROQUOIS (All of Iroquois except the townships of Milford, Stockland, Loda, Pigeon Grove, Fountain Creek, Lovejoy, and Prairie Green)

COUNTIES.....	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 Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

Group 4 - Dual-purpose 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.

END OF GENERAL DECISION

General Decision Number: IL100015 01/21/2011 IL15

Superseded General Decision Number: IL20080015

State: Illinois Construction Types: Heavy and Highway

Counties: Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Cumberland, De Witt, Douglas, Edgar, Logan, Macon, Mason, Menard, Morgan, Moultrie, Piatt, Pike, Sangamon, Schuyler, Scott, Shelby and Vermilion Counties in Illinois.

DE WITT COUNTY:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

Modification Number Publication Date

0	03/12/2010
1	03/19/2010
2	04/16/2010
3	05/07/2010
4	06/04/2010
5	07/02/2010
6	08/06/2010
7	09/03/2010
8	10/01/2010
9	12/03/2010
10	01/07/2011
11	01/21/2011

BRIL0008-011 05/01/2010

LOGAN, MORGAN and SCOTT COUNTIES	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 26.37	14.68

CARP0016-005 05/01/2010
CHRISTIAN, MENARD, AND SANGAMON (Except Illiopolis) COUNTIES

	Rates	Fringes
CARPENTER	\$ 29.29	17.54
PILEDRIVERMAN	\$ 30.29	17.54

CARP0044-002 06/01/2010

CHAMPAIGN, EDGAR, & VERMILION COUNTIES	Rates	Fringes
CARPENTER	\$ 32.08	14.75
PILEDRIVERMAN	\$ 33.08	14.75

CARP0063-006 05/01/2010

DE WITT COUNTY	Rates	Fringes
CARPENTER	\$ 31.00	18.29
PILEDRIVERMAN	\$ 32.00	18.29

CARP0183-004 05/01/2010

MASON COUNTY	Rates	Fringes
CARPENTER	\$ 28.04	18.81
PILEDRIVERMAN	\$ 29.04	18.81

CARP0189-002 05/01/2010

ADAMS COUNTY	Rates	Fringes
CARPENTER	\$ 27.48	19.15
PILEDRIVERMAN	\$ 28.48	19.15

CARP0347-002 06/01/2010

CLARK, COLES, CUMBERLAND, MOULTRIE, and SHELBY COUNTIES	Rates	Fringes
CARPENTER	\$ 28.88	17.95
PILEDRIVERMAN	\$ 29.88	17.95

CARP0347-005 06/01/2010

DOUGLAS COUNTY	Rates	Fringes
CARPENTER	\$ 28.88	17.95
PILEDRIVERMAN	\$ 29.88	17.95

CARP0644-001 05/01/2006

SCHUYLER COUNTY	Rates	Fringes
CARPENTER	\$ 25.35	13.78

CARP0742-001 06/01/2010

MACON, MOULTRIE (North of Rt #133), PIATT (Southwestern Half), SANGAMON (Illiopolis) AND SHELBY (Moweaqua & North thereof) COUNTIES

	Rates	Fringes
CARPENTER	\$ 28.47	18.36
PILEDRIVERMAN	\$ 29.47	18.36

CARP0742-006 05/01/2010

LOGAN COUNTY	Rates	Fringes
CARPENTER	\$ 28.40	18.45
PILEDRIVERMAN	\$ 29.40	18.45

CARP0904-003 05/01/2010

BROWN, CASS, MORGAN, PIKE, AND SCOTT COUNTIES	Rates	Fringes
CARPENTER	\$ 27.25	19.38
PILEDRIVERMAN	\$ 28.25	19.38

ELEC0051-003 03/01/2010

ADAMS, BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON, MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION, COLES (East Oakland, Humboldt, Morgan, North Okaw, and Seven Hickory TWPS), MORGAN, MOULTRIE (Except Whitley TWP), PIKE, SANGAMON, & SHELBY (that portion West of Holland, Prairie, Richland, and Windsor TWPS) COUNTIES Line Construction

	Rates	Fringes
Groundman/Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)	\$ 34.08	17.62
Groundman/Truck Driver	\$ 26.02	14.57
Lineman and Substation Technician	\$ 37.86	19.04

ELEC0146-003 01/01/2011

CHRISTIAN, COLES, CUMBERLAND, DE WITT (Harp, Wapella, Barnett, Clintonia, De Witt, Turnbridge, Texas, Creek & Nixon TWPS), DOUGLAS (Arcola, Burbon, Garrett TWPS & the portion of Tuscola lying West of the City of Tuscola & Illinois Central Railroad tracks), MACON, MOULTRIE, PIATT (Goose Creek, Willow Branch, Cerro Gordo, Bement & Unity TWPS), AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.03	12.39

ELEC0193-004 04/01/1998.....Rates Fringes
ELECTRICIAN

CASS, LOGAN, MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek & Mason TWPS), MENARD, MORGAN, SANGAMON, & SCOTT COUNTIES.....	\$ 24.96	2.00+24.75%
MASON COUNTY (Excluding Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek, and Mason TWPS Wiremen.....)	\$ 24.96	2.00+24.75%
VERMILION COUNTY.....	\$ 24.96	2.00+24.75%

* ELEC0193-010 04/05/2010

CASS, LOGAN, MASON (Townships of Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek, and Mason), MENARD, MORGAN, SCOTT, AND SANGAMON COUNTIES.....Rates Fringes

Line Construction

Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 35.09	14.84
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks).....	\$ 26.79	12.45
Groundman - Truck Driver (without winch).....	\$ 25.26	12.01
Groundman (Class A).....	\$ 24.07	11.67
Lineman.....	\$ 37.67	15.58

	Rates	Fringes
ELEC0197-003 06/01/2010.....		
Electricians:.....	\$ 34.47	14.19

ELEC0702-005 06/28/2010

CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley TWP), and SHELBY (Except West of Holland, Prairie, Richland, & Windsor TWPS) COUNTIES

	Rates	Fringes
Line Construction.....		
Groundman - Class A.....	\$ 24.71	12.04
Groundman - Equipment Operator Class II (all other equipment).....	\$ 30.00	13.56
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger).....	\$ 33.60	14.59
Lineman.....	\$ 42.09	17.03

ENGI0649-006 04/01/2010

MASON COUNTY.....Rates Fringes

OPERATOR: Power Equipment		
Group 1.....	\$ 33.00	19.20+A
Group 2.....	\$ 30.49	19.20+A
Group 3.....	\$ 26.34	19.20+A

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel Boring Machine; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall receive: Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

ENGI0841-003 04/01/2010		
CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE, and VERMILION COUNTIES		
	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 33.35	13.95
GROUP 2.....	\$ 21.80	13.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip

Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment).

ENGI0965-002 05/01/2010		
ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, and SHELBY COUNTIES.....		
	Rates	Fringes
Operating Engineers:		
Group 1.....	\$ 32.70	16.40
Group 2.....	\$ 29.31	16.40
Group 3.....	\$ 24.13	16.40
Group 4.....	\$ 34.20	16.40

PREMIUM PAY -

CRANES WITH BOOMS 120-200 ft. 1.00 per hour;
 .02 Per Foot for each foot above 200
 LONG BOOM ON A STATIONARY CRANE 1.00 per hour above long Boom Scale
 MULTIPLE UNIT MACHINE - 1.00 per hour;
 UNDERGROUND WORK - 1.00 per hour;
 UNDER AIR PRESSURE - 1.00 per hour;
 HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 per hour for
 Level C work; 1.50 per hour for Level B work; 2.00 per hour for Level A work;
 Level A: (highest level of respiratory, skin, and eye protection)
 Level B: (same as Level A, but a lower level of skin protection)
 Level C: (same as Level B, but a lower level of respiratory protection)

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous concrete; Athey loaders; Cableways; Cherry Picker; Clam Shell; C.M.I. & Similar Type Autograde Formless Paver, Autograde Placer & Finisher; Concrete Breaker; Concrete plant Oper; Concrete Pumps; Cranes; Derricks; Derrick boats; Draglines; Earth auger boring machine, Elevating Graders; Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on

dredges; Power boat oper; Pug mill operator; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wrapper & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (All or tournapull).

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Ost hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete mixers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Roofers (except bituminous); Tractors w/o power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or within 300 ft.

GROUP 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane.

IRON0022-006 06/01/2010Rates Fringes
CLARK, COLES, CUMBERLAND, EDGAR, SHELBY, AND VERMILION COUNTIES
IRONWORKER.....\$ 27.50 17.55

IRON0046-002 08/01/2010Rates Fringes
BROWN, CASS, CHRISTIAN, DEWITT (Western Half), LOGAN, MACON (Except
portion East of Decatur), MASON, MENARD, MORGAN, PIKE, SANGAMON,
SCHUYLER (Eastern Half), SCOTT, AND SHELBY (Western Half) COUNTIES
IRONWORKER.....\$ 29.64 17.24

IRON0380-003 05/01/2010Rates Fringes
MACON COUNTY (East of Decatur).....Rates Fringes
IRONWORKER.....\$ 30.03 16.14

* IRON0577-004 08/01/2010Rates Fringes
ADAMS and SCHUYLER (Western Half) COUNTIES.....Rates Fringes
IRONWORKER.....\$ 24.00 15.01

LABO0159-003 05/01/2010Rates Fringes
CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MACON, MOULTRIE, AND
SHELBY COUNTIES.....Rates Fringes
LABORER.....\$ 27.35 14.64

LABO0231-009 05/01/2010Rates Fringes
ADAMS COUNTYRates Fringes
LABORER.....\$ 22.81 17.47

LABO0231-011 05/01/2010Rates Fringes
BROWN, MASON, PIKE, AND SCHUYLER COUNTIESRates Fringes
LABORER.....\$ 23.71 16.57

LABO0477-002 05/01/2010Rates Fringes
MENARD AND SANGAMON COUNTIESRates Fringes
LABORER.....\$ 27.74 13.64

LABO0477-004 05/01/2010Rates Fringes
CHRISTIAN COUNTYRates Fringes
LABORER.....\$ 27.74 13.64

LABO0477-005 05/01/2010Rates Fringes
LOGAN COUNTYRates Fringes
LABORER.....\$ 27.74 13.64

LABO0477-009 05/01/2010Rates Fringes
CASS, MORGAN, AND SCOTT COUNTIESRates Fringes
LABORER.....\$ 27.74 13.64

LABO0703-002 05/01/2010Rates Fringes
CHAMPAIGN, DE WITT, and PIATT COUNTIESRates Fringes
LABORER.....\$ 28.05 14.34

LABO0703-008 05/01/2010Rates Fringes
VERMILION COUNTYRates Fringes
LABORER.....\$ 28.05 14.34

PAIN0058-008 05/01/2010Rates Fringes
PIKE COUNTYRates Fringes
Painter, Bridge.....\$ 30.45 13.47

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0090-002 05/01/2010Rates Fringes
ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, and SCOTT COUNTIESRates Fringes
PAINTER.....\$ 28.58 14.08
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0090-006 05/01/2010Rates Fringes
Sangamon County.....Rates Fringes
PAINTER.....\$ 28.58 14.08
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0157-003 05/01/2010		
MASON AND SCHULYER COUNTIES.....	Rates	Fringes
PAINTER Brush, Spray, Pressure Roller, Sandblasting, Bridges, & New Structural Steel Work	\$ 31.70	17.30

PAIN0288-002 05/01/2010		
DE WITT, MACON, MOULTRIE, PIATT, and SHELBY COUNTIES		
PAINTER.....	Rates	Fringes
Brush, Roller over 50 ft.....	\$ 28.50	15.12
Paperhanging and Drywall Taping.....	\$ 28.25	15.12
Spray and Sandblasting.....	\$ 28.25	15.12
Spray over 50 ft.....	\$ 29.25	15.12
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

PAIN0363-001 05/01/2010		
CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, and VERMILION COUNTIES		
PAINTER.....	Rates	Fringes
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium	\$ 33.56	10.53

PAIN1705-002 05/01/2010		
CLARK and EDGAR COUNTIES		
PAINTER	Rates	Fringes
Brush & Roller under 30 ft. and Wall Covering		
Drywall Preparing.....	\$ 26.00	15.78
Brush and Roller over 100 ft.....	\$ 27.80	15.78
Brush and Roller over 30 ft.....	\$ 26.80	15.78
Washing over 100 ft.....	\$ 30.30	15.78
Washing over 30 ft.....	\$ 29.30	15.78
Washing under 30 ft.....	\$ 27.00	15.78
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

* PLAS0018-003 05/01/2010		
DEWITT (North of Route 10).....		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 29.25	15.88

* PLAS0018-021 05/01/2010		
DE WITT (South of Route 10) & MACON COUNTIES		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 25.92	17.28

PLAS0018-032 05/01/2010		
ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, and SANGAMON COUNTIES.....		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 23.15	17.90

PLAS0143-003 05/01/2010		
CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, PIATT, SHELBY, AND VERMILION COUNTIES		
CEMENT MASON/CONCRETE FINISHER.....	Rates	Fringes
	\$ 28.90	14.30

TEAM0065-007 05/01/2009		
CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, MASON, MOULTRIE (East of a line from the Northeast corner of the county extending Southeast in the direction of Findlay (Shelby County) to a point that intersects the Shelby County line), PIATT (East of a line from where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), SHELBY (East of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing to an imaginary point 2.5 miles South of Middlesworth that parallels the Cumberland County line), and VERMILION COUNTIES.....		
TRUCK DRIVER	Rates	Fringes
Group 1.....	\$ 28.488	9.30+a
Group 2.....	\$ 28.888	9.30+a
Group 3.....	\$ 29.088	9.30+a
Group 4.....	\$ 29.338	9.30+a
Group 5.....	\$ 30.088	9.30+a

FOOTNOTE: a. \$162.50 per week

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0065-012 05/01/2009		
ADAMS, BROWN, CASS, CHRISTIAN, LOGAN, MACON, MENARD, MORGAN, MOULTRIE (West of a line from the Northeast corner extending straight Southeast in the direction of Findlay - Shelby County - to a point that intersects the Shelby County line), PIATT (West of a line from where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), PIKE, SANGAMON, SCHUYLER, SCOTT, and SHELBY (West of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing to the same point 2.5 miles South of Middlesworth then towards the Northeast corner of Fayette County) COUNTIES		
TRUCK DRIVER	Rates	Fringes
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.

TEAM0135-008 05/01/2009			
CLARK and EDGAR COUNTIES	Rates	Fringes	
TRUCK DRIVER Group 1.....	\$ 28.955	9.30+a	
Group 2.....	\$ 29.355	9.30+a	
Group 3.....	\$ 29.555	9.30+a	
Group 4.....	\$ 29.805	9.30+a	
Group 5.....	\$ 30.555	9.30+a	

FOOTNOTE: a. \$23.20 per day

CLASSIFICATIONS:

GROUP 1 - Drivers on 2 axle trucks hauling less than 9 ton; Air compressor and welding machines and brooms, including those pulled by separate units; Truck Driver Helpers; Warehouse employees; Mechanic helpers; Greasers and tiremen; forklifts up to 6,000 pounds capacity

GROUP 2 - 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton; A-frame winch trucks; Hydrolift trucks; Vactor trucks or similar equipment when used for transportation purposes; Forklifts over 6,000 pound capacity; Winch trucks; 4 axle combination units; In the event the Employer desires to use ticket writers that classification shall come under Group II

GROUP 3 - 2, 3, or 4 axle trucks hauling 16 ton or more; Drivers on water pulls; Articulated Dump Trucks; Mechanics and working forepersons; 5 axle or more combination units

GROUP 4 - Low Boy; Oil Distributors

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

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

General Decision Number: IL100017 01/21/2011 IL17
 Superseded General Decision Number: IL20080017
 State: Illinois Construction Types: Heavy and Highway
 Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, including WAGGONER, STANDARD CITY, and north thereof) COUNTIES:
 HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other marine bridges)

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	07/02/2010
4	08/06/2010
5	09/03/2010
6	10/01/2010
7	11/05/2010
8	11/12/2010
9	01/21/2011

Modification Number	Publication Date	Rates	Fringes
CARP0295-001	05/01/1994		
GREENE COUNTY (South of Apple Creek)			
Carpenter, Lather, Soft Floor Layer		\$ 18.39	6.17

Modification Number	Publication Date	Rates	Fringes
CARP0295-003	05/05/2010		
MADISON COUNTY			
Carpenter and Piledriver		\$ 33.23	12.25

Modification Number	Publication Date	Rates	Fringes
CARP0295-006	05/05/2010		
BOND, CALHOUN, and JERSEY COUNTIES			
CARPENTER		\$ 33.23	12.25

Modification Number	Publication Date	Rates	Fringes
CARP0500-001	05/05/2010		
CLINTON, MONROE, and WASHINGTON COUNTIES			
Carpenter & Piledrivermen		\$ 33.23	12.25

Modification Number	Publication Date	Rates	Fringes
CARP0500-003	05/05/2010		
ST. CLAIR COUNTY			
Carpenter and Piledriver		\$ 33.23	12.25

Modification Number	Publication Date	Rates	Fringes
CARP0725-004	05/01/2010		
MACOUPIN (Southern Half) AND MONTGOMERY (Southern Half) COUNTIES			
CARPENTER		\$ 28.18	18.65
PILEDRIVERMAN		\$ 29.18	18.65

Modification Number	Publication Date	Rates	Fringes
CARP0904-002	05/01/2010		
GREENE COUNTY (Except S. of Apple Creek)			
CARPENTER		\$ 27.25	19.38
PILEDRIVERMAN		\$ 28.25	19.38

Modification Number	Publication Date	Rates	Fringes
ELEC0193-003	04/01/1998		
ELECTRICIAN			
BOND (Eastern Half), CLINTON (HUEY, HOFFMAN and VIC.), and WASHINGTON (except VENEDY TWP) COUNTIES		\$ 24.96	2.00+24.75%
CALHOUN, GREENE, JERSEY, MACOUPIN (BRIGHTON TWP), and MADISON (ALTON & VIC.) COUNTIES		\$ 24.96	2.00+24.75%
MACOUPIN (ATHENVILLE, SCOTTVILLE, GIRARD and area north thereof), AND MONTGOMERY (Northwest part including BOIS D ARC, HARVEL, and PITMAN TWPS) COUNTIES		\$ 24.96	2.00+24.75%
MONTGOMERY (East of BUTLER GROVE, GRISHAM, HILLSBORO, and RAYMOND TWPS) COUNTIES		\$ 24.96	2.00+24.75%

Modification Number	Publication Date	Rates	Fringes
* ELEC0193-011	04/05/2010		
MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES			
Line Construction			
Groundman - Equip. Operator. (Class I, all crawler type equip. larger than D-4, 15 ton crane or larger)		\$ 35.09	14.84
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks)		\$ 26.79	12.45
Groundman - Truck Driver (without winch)		\$ 25.26	12.01
Groundman (Class A)		\$ 24.07	11.67
Lineman		\$ 37.67	15.58

Modification Number	Publication Date	Rates	Fringes
ELEC0309-002	12/07/2009		
BOND (Westside), CLINTON, GREENE (all work performed on the Illinois Power Company property), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (portion of RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES			
LINE CONSTRUCTION			
Groundman Equipment Operator		\$ 34.00	14.69
Groundman Truck Driver		\$ 27.75	11.99
Groundman		\$ 25.38	10.97
Lineman		\$ 39.09	16.89

ELEC0309-003 08/30/2010

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N. THEREOF), MONROE, MONTGOMERY, WASHINGTON (VENEDY TWP.), MADISON (EXCLUDES ALTON & VIC.) and ST. CLAIR COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.30	16.70

ELEC0649-002 12/03/2007

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

LINE CONSTRUCTION.....	Rates	Fringes
Groundman - Equipment Operator.....	\$ 32.31	13.07
Groundman - Truck Driver W/Winch.....	\$ 24.40	11.03
Groundman - Truck Driver WO/Winch.....	\$ 22.55	10.56
Groundman.....	\$ 22.00	10.42
Lineman; Blaster; and Lineman Hole Boring Machine Operator	\$ 37.27	14.35

ELEC0649-008 12/30/2009

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	16.44

ELEC0702-006 06/28/2010

BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS) COUNTIES

Line Construction	Rates	Fringes
Groundman - Class A.....	\$ 24.71	12.04
Groundman - Equipment Operator Class II (all other equipment).....	\$ 30.00	13.56
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger).....	\$ 33.60	14.59
Lineman.....	\$ 42.09	17.03

ENGI0520-005 08/01/2010

OPERATOR: Power Equipment

	Rates	Fringes
Group 1.....	\$ 30.50	24.55
Group 2.....	\$ 29.37	24.55
Group 3.....	\$ 24.89	24.55
Group 4.....	\$ 24.95	24.55
Group 5.....	\$ 24.62	24.55
Group 6.....	\$ 31.05	24.55
Group 7.....	\$ 31.35	24.55

CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells Or Derrick Boats; Piledrivers; Crane-Type Backhoes; Asphalt Plant Oper; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways Or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines Or Backfiller; Cherry

Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers & Pumps; Bulk Cement Plants; Cement Pumps; Derrick Type Drills; Boat Operators; Motor Graders Or Pushcats; Scoops Or Tournapulls; Bulldozers; Endloaders Or Forklifts; Power Blade Or Elevating Graders; Winch Cats; Boom Or Winch Trucks Or Boom Tractors, Pipewrapping Or Painting Machines; Drills (Other Than Derrick Type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (Two); Air Compressors Two; Water Pumps Regardless Of Size; Welding Machines Two; Siphons Or Jets Two; Winch Heads Or Apparatus Two; Light Plants Two; Tractors Regardless Of Size Straight (Tractor Only); Firemen On Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub Grader Or Ribbon Machine; Longitudinal Floats; Distribution Operator On Trucks; Winch Heads Or Apparatuses (1); Excavators; Mobile Track Air And Heater (Two To Five); Heavy Equipment Greaser And All Other Operators Not Listed Below.

GROUP 2: Air Compressor One; Water Pump Regardless Of Size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon Or Jet; Light Plant One; Heater One; Immobile Track Air One.

GROUP 3: Firemen On Whirlies And Asphalt Spreader Oilers; Heavy Equipment Oilers; Truck Cranes; Monigans; Large (Over 65 Ton Rate Capacity); Concrete Plant Oiler And Black Top Plant Oiler.

GROUP 4: Oilers

GROUP 5: Master Mechanic; Operators On Equipment With Booms, Including Jibs, One Hundred Feet And Over; And Less Than 150 Feet.

GROUP 6: Operators On Equipment With Booms, Including Jibs, 150 Feet And Over, And Less Than 200 Feet.

GROUP 7: Operators On Equipment With Booms, Including Jibs, 200 Feet And Over; Tower Cranes And Whirley Cranes.

IRON0046-006 08/01/2010

GREENE (Northern half), MACOUPIN (North of SUMMERVILLE), and MONTGOMERY (North of LITCHFIELD & HILLSBORO) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.64	17.24

IRON0392-003 08/01/2010

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY, MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE, MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST. CLAIR, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.35	18.63

* IRON0396-006 08/04/2010

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

	Rates	Fringes
IRONWORKER.....	\$ 31.98	18.20

LABO0044-001 08/01/2010

MADISON COUNTY (Southwest)

LABORER	Rates	Fringes
Group 1.....	\$ 24.10	19.20
Group 2.....	\$ 24.60	19.20

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0100-001 08/01/2010

ST CLAIR COUNTY (East St. Louis,Alcoa, Brooklyn,Cahokia, Caseyville, Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

LABORERS	Rates	Fringes
Group 1.....	\$ 27.30	16.00
Group 2.....	\$ 27.80	16.00

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0179-002 08/01/2002

MADISON COUNTY (Edwardsville, Marine, & Livingston)..	Rates	Fringes
LABORER GROUP 1.....	\$ 20.90	9.85
GROUP 2.....	\$ 21.15	9.85
GROUP 3.....	\$ 21.40	9.85
GROUP 4.....	\$ 22.425	9.85

LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0196-001 08/01/2010

MONROE COUNTY	Rates	Fringes
LABORERS Group 1.....	\$ 25.50	17.80
Group 2.....	\$ 26.00	17.80

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0197-001 08/01/2002

ST. CLAIR COUNTY (Belleville).....	Rates	Fringes
Hod Carrier.....	\$ 24.40	6.85

LABO0218-001 08/01/2010

BOND (Greenville), CALHOUN (Hardin), GREENE (Roadhouse), JERSEY (Jerseyville), and MADISON (Alton) COUNTIES.....

LABORERS	Rates	Fringes
Group 1.....	\$ 28.74	14.56
Group 2.....	\$ 29.24	14.56

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0338-002 08/01/2010

MADISON COUNTY (Wood River)

LABORERS	Rates	Fringes
Dynamite Men.....	\$ 27.85	13.40
General Laborer.....	\$ 26.35	13.40
Group 1.....	\$ 28.43	14.87
Group 2.....	\$ 28.93	14.87
Hazardous Materials, Lead Abatement, Asbestos Abatement, Mold & Mildew Remediation Licenses.....	\$ 27.35	13.40
Mason Tender.....	\$ 27.35	13.40
Welding, Burning, or Cutting with Torch.....	\$ 26.85	13.40

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0397-002 08/01/2010

MADISON COUNTY (GRANITE CITY and Vicinity).....	Rates	Fringes
LABORERS Group 1.....	\$ 27.30	16.00
Group 2.....	\$ 27.80	16.00

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0454-002 08/01/2002

ST. CLAIR COUNTY (EAST ST. LOUIS)	Rates	Fringes
Hod Carrier.....	\$ 26.55	5.00

LABO0459-001 08/01/2010

ST. CLAIR COUNTY (South)	Rates	Fringes
LABORERS Group 1.....	\$ 25.65	17.65
Group 2.....	\$ 26.15	17.65

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0474-001 08/01/2002

MADISON COUNTY (GLEN CARBON)		Rates	Fringes
LABORER	GROUP 1.....	\$ 20.10	10.65
	GROUP 2.....	\$ 20.35	10.65
	GROUP 3.....	\$ 20.60	10.65
	GROUP 4.....	\$ 21.625	10.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0581-002 08/01/2010

CLINTON COUNTY (Carlyle)		Rates	Fringes
LABORERS	Group 1.....	\$ 24.00	19.30
	Group 2.....	\$ 24.50	19.30

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0622-002 08/01/2010

BOND COUNTY (Greenville)		Rates	Fringes
LABORERS	Group 1.....	\$ 24.73	18.57
	Group 2.....	\$ 25.30	18.57

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0646-001 08/01/2002

JERSEY COUNTY (Jerseyville)		Rates	Fringes
LABORER	GROUP 1.....	\$ 21.00	10.05
	GROUP 2.....	\$ 21.25	10.05
	GROUP 3.....	\$ 21.50	10.05
	GROUP 4.....	\$ 22.00	10.05

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted

material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0670-001 08/01/2010

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vicinity), CLINTON (Trenton & Vicinity), & MADISON (Troy) COUNTIES		Rates	Fringes
LABORERS	Group 1.....	\$ 27.35	15.95
	Group 2.....	\$ 27.85	15.95

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0674-001 08/01/2002

MADISON COUNTY (St. Jacob)		Rates	Fringes
LABORER	GROUP 1.....	\$ 29.45	1.60
	GROUP 2.....	\$ 29.70	1.60
	GROUP 3.....	\$ 29.95	1.60
	GROUP 4.....	\$ 29.45	1.60

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0677-001 08/01/2007

BOND COUNTY (Except the Northside)		Rates	Fringes
LABORERS	GROUP 1.....	\$ 30.25	7.65
	GROUP 2.....	\$ 30.75	7.65

LABORER CLASSIFICATIONS

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0680-001 08/01/2002

MADISON COUNTY (Highland)		Rates	Fringes
LABORER	GROUP 1	\$ 20.50	10.25
	GROUP 2	\$ 20.75	10.25
	GROUP 3	\$ 21.00	10.25
	GROUP 4	\$ 22.025	10.25

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men

LABO0742-001 08/01/2010

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES		Rates	Fringes
LABORERS	Group 1	\$ 25.60	17.70
	Group 2	\$ 26.10	17.70

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LABO0835-001 08/01/2002

GREENE COUNTY (Roadhouse)		Rates	Fringes
LABORER	GROUP 1	\$ 21.00	10.05
	GROUP 2	\$ 21.25	10.05
	GROUP 3	\$ 21.50	10.05
	GROUP 4	\$ 22.00	10.05

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men

LABO0950-001 08/01/2002

MACOUPIN COUNTY (Carlinville, Gillespie, Mt. Olive, Shipman & Staunton)		Rates	Fringes
LABORER	GROUP 1	\$ 18.40	12.65
	GROUP 2	\$ 18.65	12.65
	GROUP 3	\$ 18.90	12.65
	GROUP 4	\$ 19.005	12.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cesspools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0968-001 08/01/1997

CALHOUN COUNTY (Hardin)		Rates	Fringes
LABORER	GROUP 1	\$ 25.80	.60
	GROUP 2	\$ 26.05	.60
	GROUP 3	\$ 26.30	.60
	GROUP 4	\$ 27.325	.60

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO1084-001 08/01/2010

BOND (Sorento) and MONTGOMERY COUNTIES		Rates	Fringes
LABORERS	Group 1	\$ 24.63	18.67
	Group 2	\$ 25.13	18.67

LABORER CLASSIFICATIONS:

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

PAIN0058-002 05/01/2010		Rates	Fringes
Painter, Bridge		\$ 30.45	13.47
Epoxy or Toxic-Lead-Based Paint Work		\$1.00 Premium	

PLAS0090-001 08/01/2010
 BOND, CALHOUN, CLINTON (western half east to but not include CARYLE),
 GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY,
 and ST. CLAIR COUNTIES.....Rates Fringes
 CEMENT MASON/CONCRETE FINISHER... \$ 30.25 18.55

PLAS0090-005 08/01/2010
 Clinton County.....Rates Fringes
 CEMENT MASON/CONCRETE FINISHER... \$ 30.25 18.55

PLAS0143-007 08/01/2010
 WASHINGTON COUNTY.....Rates Fringes
 CEMENT MASON/CONCRETE FINISHER... \$ 32.35 15.60

TEAM0065-011 05/01/2009Rates 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.

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