

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, June 16, 2015**

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### **Presentation**

Hidalgo Neighborhood Group presentation of check for McCandless Park (Alderman Lori Turner)

### **Mayor's Board Appointments**

Mayor's appointment of Susan Blackall to the Library Board to fill the expired term of Kathryn Peterson to expire May 31, 2018.

Mayor's reappointment of the following to the Historic Preservation Advisory Commission for a full three year term to expire April 30, 2018: Craig Mack, Dan Mizner, Scott Perkins and Barb Sandberg

### **Questions on the Agenda**

#### **Agenda Items**

- 1. Hold Harmless Agreement** (Amy Keys, Deputy City Attorney)
- 2. Prospect Park Pavilion Repairs.** (Mike Waldron, Public Works Director)
- 3. Tobacco Grant** (Kim Hankins, Public Safety Director)
- 4. Blight Reduction Program** (Kaye Whitley, Housing Program Coordinator)
- 5. 27<sup>th</sup> Street & 38<sup>th</sup> Avenue Agreement** (Scott Hinton, City Engineer)
- 6. Prevailing Wage** (Scott Hinton, City Engineer)
- 7. Other**
- 8. Public Comment**

### **Informational**

Tree Trimmer License Review (Mike Waldron, Interim Parks Director)

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# Explanation

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- 1. A Resolution authorizing the Mayor to execute a hold harmless agreement between the City of Moline and the Illinois State Police for the right to use City property located at 2510 5<sup>th</sup> Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015.** (Amy Keys, Deputy City Attorney)

**Explanation:** The Illinois State Police has requested to use City property located at 2510 5<sup>th</sup> Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015. The City's cooperation will make possible the Illinois State Police's training that will ultimately provide for improved law enforcement services in the State of Illinois. The appropriate insurance coverage for this activity is in effect and on file with or through the Illinois State Police. The Illinois State Police, as an agency of the State of Illinois, is included in a comprehensive, statutorily created self-insurance program. The subject hold harmless agreement will protect the City from any liability associated with the scheduled S.W.A.T. training.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** N/A

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- 2. A Resolution authorizing the City Council to approve an expenditure of up to \$50,000 from Contingency Funds for structural repairs to the Prospect Park Pavilion.** (Mike Waldron, Interim Parks Director)

**Explanation:** In September of 2014, Missman, Inc. conducted a visual and engineering inspection of the existing conditions of the Prospect Park Pavilion. The pavilion has many structural defects as detailed in Missman's attached report. The Building Division has reviewed the report, prioritized the deficiencies, and recommends that the 20 timber column bases be fixed as soon as possible to prevent closure of the facility. This is only the first step to re-establish the complete structural integrity of the pavilion. Specifications and construction are estimated to be approximately \$50,000 for just this work. The Park Department has no funds budgeted and no reserve funds to perform the work. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Up to \$50,000 from Contingency Funds  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities, A Great Place to Live

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- 3. A Resolution authorizing the Mayor and City Clerk to execute a Contractual Agreement between the City of Moline and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$6,490.** (Kim Hankins, Chief of Police/Public Safety Director)

**Explanation:** The Illinois Department of Revenue (Liquor Control Commission) has awarded the police department a grant in the sum of \$6,490 to conduct a retail education and enforcement program with Moline tobacco retailers. The program provides for three compliance checks to be conducted during the term of the agreement, August 1, 2015 through June 30, 2016.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Grant award of \$6,490  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Financially Strong City

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**4. Authorizing the City to participate in the Illinois Housing Development Authority Blight Reduction Program; and Authorizing the Mayor and City Clerk to execute the Tri-Party Agreement between the City, the Illinois Housing Development Authority, and the Moline Community Development Corporation setting forth the terms and conditions governing the disbursement and use of funds for the Blight Reduction Program in the amount of \$280,000.00; and Authorizing the Mayor, City Clerk, and City staff to do any and all things necessary to execute all necessary assurances and certifications pursuant to the Blight Reduction Program requirements; Ratifying all documents, agreements and instruments executed in connection with the BRP, including those acts taken prior to the date hereof.** (Kaye Whitley, Housing Program Coordinator)

**Explanation:** On December 9, 2014, the City and the Moline Community Development Corporation entered into a Memorandum of Understanding and submitted a joint application to the Illinois Housing Development Authority (IHDA) for the Blight Reduction Program (BRP). The application was approved for \$280,000 to assist with the refinancing of the eligible acquisition, demolition and greening costs with respect to eight (8) blighted, vacant residential properties previously approved by IHDA for the eventual reuse and redevelopment of those properties. The City of Moline, undertaking the obligations of the BRP, will enter into a Tri-Party Agreement with IHDA and CDC outlining the roles and responsibilities of each entity. The Agreement will be provided to the City and CDC sometime next week.

**Staff Recommendation:** Approval  
**Fiscal Impact:** + \$280,000  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live

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**5. A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Illinois Department of Transportation for items proposed in the 27<sup>th</sup> Street and 38<sup>th</sup> Avenue improvement project.** (Scott Hinton, City Engineer)

**Explanation:** The Illinois Department of Transportation (IDOT) proposes to improve portions of 27<sup>th</sup> Street and 38<sup>th</sup> Avenue in advance of and in preparation for the replacement of the I-74/John Deere Road interchange. IDOT proposes to replace the John Deere Road bridge over 27<sup>th</sup> Street, replace the pavement on both 27<sup>th</sup> Street and 38<sup>th</sup> Avenue, and to reconfigure the 27<sup>th</sup> Street and 38<sup>th</sup> Avenue intersection. Further, IDOT is agreeable to adding pedestrian and bicycle accommodations consistent with the recommendations in the City of Moline's River-to-River Corridor Study. In order to allow Phase 1 engineering to proceed, IDOT requests the City of Moline pass a Resolution agreeing to cost sharing and ownership responsibilities as detailed in IDOT's May 29, 2015 letter.

IDOT agrees to fund 100% of the construction cost of the bridge replacement and street improvements and 80% of the construction cost of the sidewalk, multi-use path, and associated retaining walls. In return, the City agrees to fund 20% of the construction cost of the sidewalk, multi-use path, and associated retaining walls, and assume ownership and all future maintenance responsibilities for the sidewalk, multi-use path, and associated retaining walls. The City's 20% share of the construction cost is estimated to be \$239,000.

**Staff Recommendation:** Approval  
**Fiscal Impact:** MFT funds will be budgeted in future Capital Improvement Programs.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

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6. **A Special Ordinance repealing Special Ordinance No. 4023-2014 which declared the prevailing rate of wages to be paid workers on public works projects; and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.** (Scott Hinton, City Engineer)

**Explanation:** State statute requires that the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4023-2014 which declared the prevailing wages for 2014. This item will also appear on the City Council Agenda on June 16, 2015 under “Items Not on Consent” for first reading.

<b>Staff Recommendation:</b>	Approval
<b>Fiscal Impact:</b>	N/A
<b>Public Notice/Recording:</b>	File with the Secretary of State and Department of Labor
<b>Goals Impacted:</b>	N/A

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REQUST AND AUTHORIZATION  
USE OF PRIVATE PREMISES FOR TRAINING  
ILLINOIS STATE POLICE  
and  
Moline, IL Rock Island County

This is to inform you that pursuant to the terms of this document, which is to be construed as a formal request, employees of the Illinois State Police hereby request use of property controlled by the City of Moline, IL Rock Island County and located at 2510 5<sup>th</sup> Ave for Illinois State Police S.W.A.T. training August 4-6, 2015. This is to assure you that appropriate insurance coverage for this activity is in effect and on file with or through the Illinois State Police.

The Illinois State Police, as an agency of the State of Illinois, is included in a comprehensive, statutorily created self-insurance program. The particulars of this coverage can be found at 5 ILCS 350/2 and 20 ILCS 405/64.1. Additional information concerning this coverage can be obtained from the Risk Management Unit of the Department of Central Management Services, 217/785-1954. This coverage adequately addresses insurance concerns relative to operations of the ISP S.W.A.T.

In addition, all students and instructors at the S.W.A.T. training will be State employees acting within the scope of their employment. As such, the State of Illinois shall bear the full responsibility for satisfying the exposure requirements mandated by the Worker's Compensation Act.

Finally, we understand and agree that the Illinois State Police's use of the above-described property shall be allowed from the date of this letter until this training venue is no longer available, unless this right of use is otherwise terminated or revoked at any time by you.

Thank you for your cooperation with the Illinois State Police. Your assistance has made possible the Illinois State Police's training that will ultimately provide for improved law enforcement services.

Signed: LT Will K. Guard  
Lieutenant Kenny Guard  
Illinois State Police  
SOCOM Commander

Date: 5/19/2015

Authorization and Approval: \_\_\_\_\_

City of Moline, IL  
Designated Agent/Representative

Date: \_\_\_\_\_

# Building Structural Assessment Report for Prospect Park Pavilion Moline, IL



Prepared for:  
**The City of Moline**  
**3635 4<sup>th</sup> Ave.**  
**Moline, IL61265**

**Missman Project: C14X113**

**September 19, 2014**

## Section I Introduction

### **A. Inspection Authorization and Scope**

As per the request of Scott Hinton, Client and in accordance with our Proposal, site inspections were carried out on September 10 and September 11, 2014 at Prospect Park in Moline, Illinois. A visual inspection was completed to identify the existing conditions of the main pavilion structure.

### **B. Building Description**

This is a conventionally framed, open, two-story building approximately 40 ft x 60 ft in area. The top story is approximately 11'-3" from floor to soffit and the bottom story is approximately 10'-5" floor to floor. The building system consists of wood roof trusses supported by perimeter wood beams, supported by timber columns at the upper story and wood beams and joists supported by timber columns at the bottom level. There is also a cast in place concrete retaining wall at the North side of the lower level, extending partially along the East and West walls. This wall supports 10 upper level timber columns. The building was constructed in the late 1800's and has been maintained in generally good condition.

### **C. Plans**

No building plans were available for review.

## Building Structural Review

### **A. Introduction**

#### 1. Purpose

- a. Chad Carr, S.E., Gareth Gusse, S.E. and Morgan Mays, P.E. , all with Missman, Inc. provided a visual inspection of the structure. This structural report provides recommendations and priorities for remedying major structural deficiencies.
- b. The recommendations are for remedial actions that are considered to be beyond the normal maintenance of the building. Also included are cost estimates for some of the proposed remediation items. Contractors should be contacted for exact price quotations.
- c. We did not perform any computations or engineering analysis as part of this evaluation, nor did we conduct a code compliance review.

- d. This report includes only those areas that are visually accessible and not areas that are made inaccessible by walls, concrete, earth, or any other obstacle to physical access. Items or conditions not mentioned in this report are not within the scope of this inspection.

## B. General Structural Comments

- a. General structural comments

The structure is in generally good condition considering its age. The structure has undergone significant lateral movement due to hydrostatic soil loads from the uphill (North) side. It appears this movement has been in process from early on during the building lifespan, but may have accelerated in recent years due to abnormal precipitation. Reference **Figure 1** for approximate "out of plumb" measurements. Also, reference the cover page photo of this report. We have approximated the top story to be 2 to 3 inches out of plumb. We measured the bottom story to be out of plumb a similar amount.

- b. Timber Framing

The timber framing is in generally good condition with the exception of the timber column bases. Significant rot has occurred at most of these. See **Figure 1** for a summary of our survey on the condition of these columns. All timber columns were marginal to poor at the base with several rotten through the entire column section. Reference **Photo 2** for a typical column base.

- c. Roof Framing

Roof framing was in good condition considering the structure's age. No significant issues were noted upon inspection of the roof trusses.

- d. Floor Framing

Floor framing was in good condition. No significant issues were noted.

- e. Lower Level Walls

Lower level walls in both bathrooms have deterioration including cracking and displacement. Bathroom doors were not functioning correctly due to these displacements. Wall damage appears to be primarily due to soil loads from the uphill side of the building. Wall damage and wood framing displacement are likely related.

The concrete wall on the west side of the building has a large vertical joint that has displaced due to lateral loads on the building. Reference **Photo 1**. Two or more of the concrete piers supporting timber posts show cracks that are likely due to water intrusion. These piers have been patched in the recent past. New concrete piers may be considered at some locations. Additional concrete patching of these piers is not likely to last long term. See **Photo 3**.

e. General Foundation Comments

*The adequacy and condition of area soils can only be determined after a detailed analysis by a geotechnical engineer. This type of analysis and these determinations are beyond the scope of this inspection.*

**C. Repair Recommendations**

- a. We recommend adding a new drainage system to the uphill side of the structure. We also recommend excavation and replacement of fill on this side of the building in order to facilitate a reduced hydrostatic load. An integrated system could be constructed to minimize lateral soil loads to the structure. The drainage portion of this system would consist of drain tile and a drainage mat on the outside face of the retaining wall. The load resisting system would consist of either load bearing Geofoam blocks stacked against the soil side of the retaining wall or cantilevered sheet piling some distance off the wall. Reference **Figure 2** for a Geofoam block backfill section commonly used at retaining walls.

Estimate Cost: \$50,000 - \$150,000

- b. We recommend removal and replacement of timber column bases. Significant rot has occurred at the majority of these columns. The bottom 2 ft or so could be removed and replaced with treated lumber or concrete piers. This would also allow for replacement of the hold down straps that show corrosion damage. The extent of section remaining in these straps could not be determined.

Estimated Cost: \$3,000 - \$6,000

- c. The top story framing could potentially be pulled back to near plumb once later soil loads are removed from the building. This may be done with cables or rods. Once the structure is near plumb, steel bracing could be added at the top story to hold the structure in place.

Estimated Cost: \$2,000 - \$10,000

- d. Glazed tile walls should be repaired in the two bathrooms at the lower level. These walls could be tuck-pointed with portions re-built where displacement is severe. See **Photo 4** for typical damage.

Estimated Cost: \$3,000 - \$15,000

- e. Concrete patching should be completed on areas of deteriorated concrete piers supporting columns and at the retaining wall. The extent of deterioration to the back retaining wall is not known, so this estimate is for the column piers and sidewalls only.

Estimated Cost: \$1,500 - \$5,000

These costs are rough estimates. Actual costs will depend on the extent of repairs and the choice of soil retention system.

**D. Summary**

The building was in generally good condition considering the age of the structure. Significant distress is visible on the lateral stability of the structure due to soil loads from the uphill side. We recommend repair in the near future to allow for possible full restoration.

Please contact Missman, Inc. with any questions concerning this report.

Sincerely,

Chad M Carr

Chad M. Carr, S.E.

License No. 081.006490

Renewal Date: 11/30/2014





**Photo 1**



**Photo 2**



Photo 3

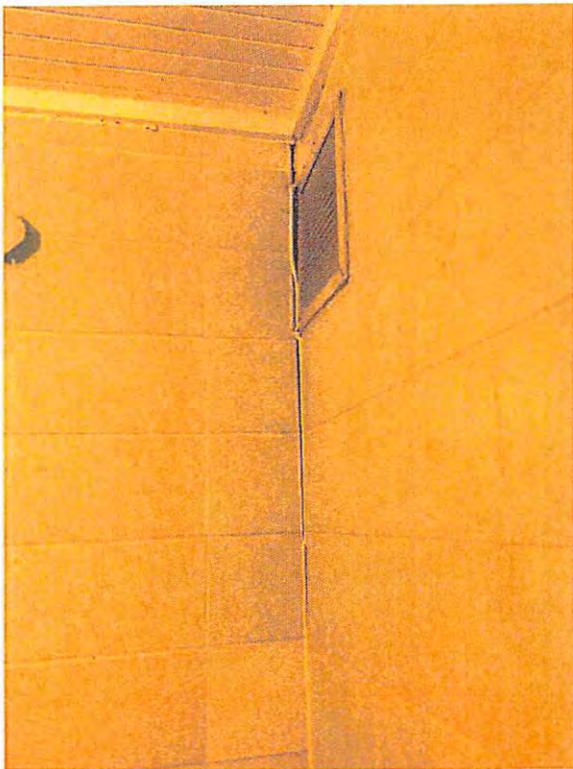
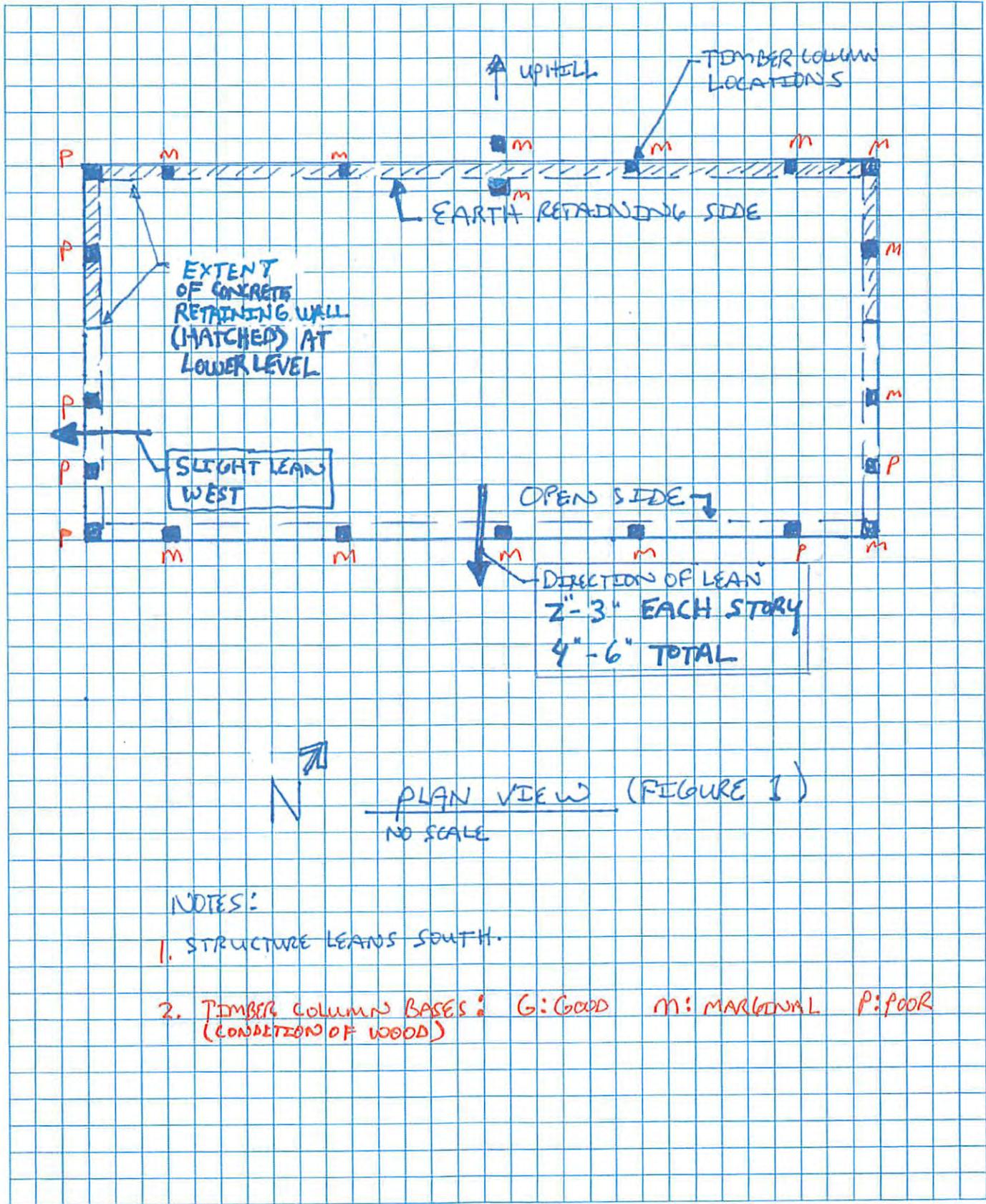
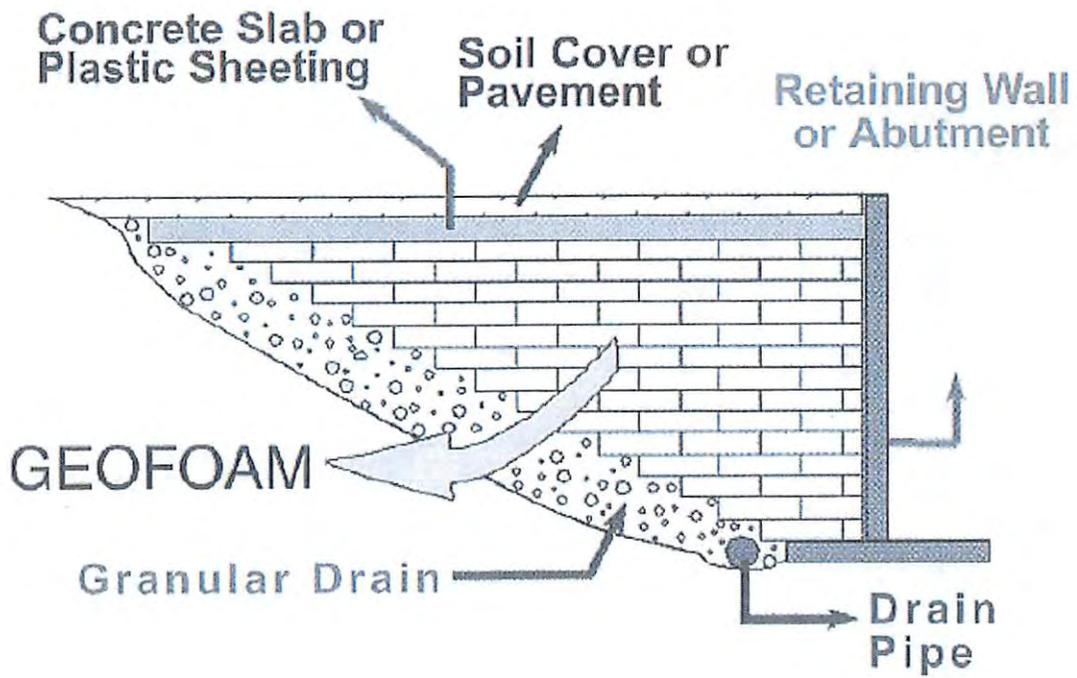


Photo 4



PLAN VIEW (FIGURE 1)  
NO SCALE

- NOTES:
1. STRUCTURE LEANS SOUTH.
  2. TIMBER COLUMN BASES: G: GOOD    m: MARGINAL    p: POOR  
(CONDITION OF WOOD)



TYPICAL GEOFOAM FILL SECTION

(FIGURE 2)

ILLINOIS DEPARTMENT OF REVENUE  
CONTRACTUAL AGREEMENT

City of Moline  
619 16th Street  
Moline, IL 61265

Federal Employers Identification No: 36-6005999 hereinafter referred to as Contractor or Contractor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. **NATURE AND CONDITIONS OF ASSIGNMENT**

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

A. The number of tobacco retailers affected by this Agreement is determined to be 59.

B. A Contractor not participating in the FY 2015 Tobacco Enforcement Program (July 1, 2014 - June 30, 2015) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2015. A Contractor participating in the FY 2015 Tobacco Enforcement Program will be given the opportunity to participate if it desires.

C. The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in person or in writing. A Contractor not participating in the FY 2015 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.

D. the Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2015 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).

E. the Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2015; the second round of compliance checks is due February 28, 2016 and the third round of compliance checks is due May 31, 2016. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.

i) Contractors **not** participating in the program from the time period between July 1, 2014 and June 30, 2015 are required to issue written warnings for first round violations.

ii) Contractors participating in the program from the time period between July 1, 2014 and June 30, 2015 may elect to issue warnings or citations for first round violations.

iii) After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.

iv) The Contractor will recruit youth workers that are 16 or 17 years of age as the underage minor when conducting the required compliance checks.

v) Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.

F. Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks every three years. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.

G. As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 28, 2015.

H. The Contractor is required to show proof of insurance meeting the requirements in section "12. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

I. Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.

i) Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Laura Murphy of the Commission.

ii) Contractors receiving grants in excess of \$25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.

iii) Any funds not expended by June 30, 2016 must be returned to the Commission within 45 days.

## 2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$6490. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

## 3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

**4. GEOGRAPHIC AREA SERVED**

The Contractor shall accept assignments within the following geographic area: State of Illinois.

**5. DURATION OF AGREEMENT**

This agreement shall begin on August 1, 2015, and remain in effect until June 30, 2016. No payment shall be made for services rendered prior to the effective date of this agreement.

**6. TERMINATION**

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

**7. TAX LAW COMPLIANCE**

The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

**8. VOUCHERS**

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2016), will not be honored by the Department.

**9. EMPLOYMENT STATUS**

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

**10. LAWS OF ILLINOIS**

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

**11. CONFIDENTIALITY**

1. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Contractor may require Contractor to have access to and use of

documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Contractor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Contractor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Contractor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Contractor may require Contractor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Contractor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Contractor further agrees to protect such information from unauthorized disclosure by Contractor and its employees and by Contractor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

## **12. LIABILITY AND INSURANCE**

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law. Contractor shall provide proof of insurance prior to the first payment by the Department to the Contractor.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

## **13. APPLICABLE LAW**

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. **LEGAL ABILITY TO CONTRACT:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- a. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
  - b. Contractor is not in default on an educational loan (5 ILCS 385/3).
  - c. Contractor (if an individual, sole proprietor, or partner) has informed the Director of the Department in writing if he/she was formerly employed by the Department and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
  - d. Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
  - e. Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
  - f. If Contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
  - g. If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
  - h. Contractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Contractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- i. Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- j. Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Contractor, the Contractor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- k. Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- l. Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception (30 ILCS 565).
- o. Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Contractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- p. Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q. Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- r. Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- s. Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

- t. Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- u. Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- v. Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- w. Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
- y. Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor's obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
  - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and

officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

- z. Contractor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Contractor certifies, in accordance with Public Act 95-971, as applicable:

Contractor is not required to register as a business entity with the State Board of Elections.

or

Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the Contractor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

**15. BACKGROUND CHECK**

The State may conduct criminal and driver history background checks of CONTRACTOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)**

The Department shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department shall determine whether amounts appropriated are sufficient. The Department shall give CONTRACTOR notice of insufficient funding as soon as practicable. CONTRACTOR'S obligation to perform shall cease upon receipt of the notice.

**17. SOLICITATION AND EMPLOYMENT**

CONTRACTOR shall not employ any person employed by the Department at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the CONTRACTOR shall give notice immediately to the Department's director if CONTRACTOR solicits or intends to solicit for employment any of the Department's employees during the term of this CONTRACT. The Department has no authority to contractually refuse to hire CONTRACTOR'S employees who apply to the State for employment.

**18. FISCAL FUNDING**

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

**19. SUBCONTRACTING AND ASSIGNMENTS**

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

**20. BREACH**

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the Department, without limitation upon any other relief available to the Department.

**21. RIGHT TO AUDIT**

The Contractor is required to permit the grantor Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

**AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records

required to be maintained under this section shall be available for review or audit by representatives of: the procuring Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information I the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Manager, Department of Revenue

\_\_\_\_\_  
Contractor, (printed name)

Laura Murphy  
Manager, Department of Revenue

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Department of Revenue

\_\_\_\_\_  
Date

**TAXPAYER IDENTIFICATION NUMBER**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

**Name:**

**Business Name City of Moline**

**Taxpayer Identification Number 36-6005999**

Social Security Number

or

Employer Identification Number:

**Legal Status (check one):**

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|   | <input type="checkbox"/> C = corporation  |
|   | <input type="checkbox"/> P = partnership  |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Illinois Department of Transportation

Division of Highways / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois / 61021-3500  
Telephone 815/284-2271

## PROGRAM DEVELOPMENT

FAI Route 74 (I-74)

Section (81-2)R

County Rock Island

Contract 64H87

Job Number P92-040-11

Description Reconstruction of I-74 in Moline from 0.9 mile south of 23rd Avenue (Avenue of the Cities) to the Rock River.

May 29, 2015

Honorable Scott Raes

Mayor

619 16<sup>th</sup> Street

Moline, Illinois 61265

Dear Mayor Raes:

The purpose of this letter is to inform you that the Illinois Department of Transportation (IDOT) is presently preparing the preliminary engineering (phase one) for the reconstruction of I-74 from 0.9 mile south of 23rd Avenue (Avenue of the Cities) to the Rock River, including the interchange with IL 5 (John Deere Road). As part of the phase one study, IDOT will include portions of 27th Street and 38th Avenue as shown in the attached plan sheets.

At this time, IDOT would like to coordinate details of the project with the City of Moline. Illinois Department of Transportation representatives have been corresponding with your engineering staff and need to formalize some of the discussions. Several topics of the correspondence are listed below.

1. Along the north side of 38th Avenue at Sta. 316+00, a retaining wall is warranted as a result of our proposed improvement. The construction costs of this wall will be IDOT's responsibility.
2. As part of the widening on 38th Avenue, we will need to extend the existing 11' x 9' culvert on 38th Avenue just west of I-74. In conversations with your engineering staff, IDOT will extend, rather than replace the culvert. This will be at IDOT's expense.
3. North of 38th Avenue along the east side of 27th Street, we are proposing a multi-use path with a retaining wall. The estimated cost of this work is \$140,000.

Honorable Scott Raes  
Page Two  
May 29, 2015

4. On 27th Street from 38th Avenue to the north mall entrance we are proposing sidewalk on the east side of 27th Street and a multi-use path on the west side. Currently, there are no sidewalks or multi-use paths on 27th Street. On the west side of 27th Street, retaining walls are required to support the multi-use path on the existing berm that is currently between 27th Street and 26th Street A. This berm is the only feasible location for a multi-use path south of 38th Avenue. The estimated cost for this work is \$980,000.

5. On 38th Avenue east of 27th Street, we are proposing a multi-use path on the south side of the road. The estimated cost for this work is \$75,000.

Items 1 through 5 require ownership and maintenance by the City of Moline. Items 3 through 5 require 20% cost sharing by the City of Moline. The costs described in items 3 through 5 are estimates, and are subject to refinement during the plan development (phase two) stage of the project.

Portions of 38th Avenue will need to be reconstructed at IDOT's expense as part of this project. At this time, we do not have a pavement design for 38th Avenue. The proposed pavement material and thickness will be determined during the phase two portion of the project.

After construction of 27th Street, IDOT proposes a jurisdictional transfer of the improved section of 27th Street to the City of Moline. The Illinois Department of Transportation is also open to discussions for jurisdictionally transferring more of 27th Street to the City of Moline, if a larger section of 27th Street better serves the City of Moline with a usable link to other city streets.

At this time, IDOT is requesting the City of Moline pass a resolution stating that it is in agreement with items one through five shown above. The resolution is necessary for IDOT to include the sidewalks and multi-use paths in the phase one report. In addition, we would like to meet with you at your office to discuss the jurisdictional transfer of 27th Street.

If you would like more information or have any further comments or questions about the project, please contact Mat Dobie at (815) 284-5362.

Sincerely,



Paul A. Loete, P.E.  
Deputy Director of Highways,  
Region Two Engineer

MD-0003/fd

Enclosures: Location map, Plan sheets with cross sections for 27th Street and 38th Avenue, 38th Avenue culvert plan with cross section, Retaining wall plans with cross sections for 27th Street and 38th Avenue

Rock Island County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	2.0	2.0	6.500	4.250	0.000	0.650
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
CARPENTER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
CARPENTER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
CEMENT MASON		BLD		25.950	27.950	1.5	1.5	2.0	6.750	11.24	0.000	0.500
CEMENT MASON		HWY		25.840	26.840	1.5	1.5	2.0	6.750	11.66	0.000	0.500
CERAMIC TILE FNSHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
ELECTRIC PWR EQMT OP		ALL		31.510	0.000	1.5	1.5	2.0	5.630	8.830	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		26.330	0.000	1.5	1.5	2.0	5.530	7.370	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		39.730	43.700	1.5	1.5	2.0	5.790	11.12	0.000	0.400
ELECTRICIAN		BLD		33.000	35.000	1.5	1.5	2.0	7.490	11.43	0.000	0.310
ELECTRONIC SYS TECH		BLD		24.490	26.240	1.5	1.5	2.0	7.270	5.780	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		40.470	45.530	2.0	2.0	2.0	13.57	14.21	3.240	0.600
GLAZIER		BLD		28.710	30.210	1.5	1.5	2.0	6.940	7.170	0.000	0.450
HT/FROST INSULATOR		BLD		29.830	31.030	1.5	1.5	2.0	6.130	12.05	0.000	0.900
IRON WORKER		ALL		29.750	32.130	1.5	1.5	2.0	9.390	11.53	1.300	0.690
LABORER		BLD 1		22.340	23.230	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 2		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 3		24.490	25.470	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		HWY 1		26.090	27.090	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 2		26.590	27.590	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 3		27.220	28.220	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LATHER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MARBLE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MILLWRIGHT	N	BLD		36.120	39.730	1.5	1.5	2.0	9.420	14.30	0.000	0.500
MILLWRIGHT	S	BLD		27.890	29.590	1.5	1.2	2.0	7.650	12.57	0.000	0.500
OPERATING ENGINEER		BLD 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 7		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 7		31.500	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 8		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
PAINTER		ALL		27.820	28.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER OVER 30FT		ALL		29.820	30.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER PWR EQMT		ALL		28.320	29.320	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PILEDRIVER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
PILEDRIVER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
PIPEFITTER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
PLASTERER		BLD		28.110	30.110	1.5	1.5	2.0	7.500	7.000	0.000	0.600
PLUMBER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
ROOFER		BLD		26.140	27.390	1.5	1.5	2.0	9.000	6.420	0.000	0.280
SHEETMETAL WORKER		BLD		30.540	32.610	1.5	1.5	2.0	7.140	11.52	0.000	0.540
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
SURVEY WORKER	->	NOT IN	EFFECT			ALL	27.130	28.130	1.5	1.5	2.0	6.750 7.410 0.000 0.800
TERRAZZO FINISHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TERRAZZO MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TILE LAYER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
TILE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TRUCK DRIVER		ALL 1		33.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 2		33.560	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 3		33.820	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 4		34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 5		35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250

TRUCK DRIVER	O&C 1	26.480	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 2	26.850	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 3	27.060	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 4	27.280	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 5	28.000	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TUCKPONTER	BLD	27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530

Legend: RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pnsn (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations**

**ROCK ISLAND COUNTY**

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER**

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

**ELECTRONIC SYSTEMS TECHNICIAN**

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

**LABORER - BUILDING**

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

#### LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench

Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

#### OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 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, pickup trucks when hauling materials,

tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three 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. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.  
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.