
Springfield Airport Authority

Southwest Quadrant Tree Clearing

Request For Proposals

November 17, 2023

This document serves as 1) the method for submitting a proposal on the project shown above for which this Request For Proposals is being issued, and 2) the contract between the Authority and the successful proposer in the event the proposer's bid is selected which is evidenced by the Authority executing page 10.

1. Sealed Proposal. The undersigned (hereafter referred to as "Contractor") submits a proposal to the Springfield Airport Authority (hereafter referred to as "Authority") in a sealed envelope which is clearly marked "Abraham Lincoln Capital Airport Southwest Quadrant Tree Clearing - PROPOSAL – DO NOT OPEN", to perform all work necessary to comply with the specifications and conditions contained herein.
2. Brief Description of Project. This project will consist of clearing, grubbing and grading 9.5 acres of brush and timber and preparing land for agricultural use located in the southwest quadrant of Abraham Lincoln Capital Airport.
3. All work shall be performed in accordance with the plans Attached as Exhibit A.
4. Completion Date. All work required herein to be completed by June 30, 2024. **All standing timber MUST be downed by March 31, 2024.** The Authority will consider alternate proposals which include a later date for completion of stump removal, grubbing, grading and agricultural land preparation and will give such proposals serious consideration only if the dollar amount of the proposal is advantageous enough for the Authority to accept such a later completion date. Regardless of any alternative completion date accepted, **all standing timber must be down by March 31, 2024.** There will be a penalty of \$150.00 dollars for each calendar day the work is not completed by the Contractor to the satisfaction of the Authority after the date of June 30, 2024 (unless alternate proposed completion dates are accepted). Proposers shall hold their proposals good for 45 days. All contractors' personnel who work on this job will be required to obtain temporary Springfield Airport Authority contractor identification and access badges at no cost to the contractor.
5. Satisfactory Progress Not Being Made. The Authority reserves the right to cancel a contract with the Contractor if, in its sole discretion, the Authority believes that satisfactory progress is not being made toward the agreed upon completion date. In this event, the Authority will pay the Contractor for the value, in the Authority's

sole opinion, of the relevant work performed to the date of termination of the contract.

6. Familiarization With Conditions. The Contractor declares that it has carefully reviewed the specifications listed in Exhibit A, and that he has familiarized himself with all of the conditions affecting the scope of work and understands that in making this submission, he waives all rights to plead any misunderstanding regarding same.
7. No Collusion. The Contractor certifies that the price(s) in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other contractor or competitor; and unless otherwise required by law, the price(s) which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the opening, directly or indirectly, to any other contractor or any competitor; and no attempt has been or will be made by the Contractor to induce any other persons, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The Contractor will not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an employee, officer or agent of the Authority for the purpose of influencing favorable disposition toward a submitted bid prior to or subsequent to the award of this contract.
8. Hold Harmless. The successful Contractor will indemnify, keep and save harmless the Authority and any of the agents, officials or employees of the Authority against all suits or claims that may be based on all alleged death or injury to persons or damages to property that might occur, or that might have been alleged to have occurred in the course of the performance of this contract by the undersigned or his employees, and the undersigned shall, at his own expense, defend any and all such actions and shall, at his own expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the Authority in such action the undersigned shall, at his own expense, satisfy and discharge the same.
9. Insurance.
 - a) The successful Contractor agrees to provide evidence of combined bodily injury and property damage insurance coverage in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate, with the Authority named as additional insured.
 - b) The successful Contractor shall furnish, if applicable, evidence of Workers' Compensation coverage in the amount required by statute.
 - c) a) and b) of this Section are to be in the form of a certificate of insurance acceptable to the Authority.

10. Bid Bond (or Certified Check), Performance Bond and Payment Bond. Each proposal must be accompanied by a Bid Bond OR a Certified Check in the amount of ten percent (10%) of the total amount of the proposal. The successful proposer will be required to furnish separate performance and payment bonds each in the amount equal to one hundred percent (100%) of the contract price within five (5) days of the time the proposal is accepted. The successful proposer further agrees that if he/she does not comply with the terms of the contract, the Bid Bond or Certified Check will be forfeited and become the property of the Authority and the contract will be terminated. See also Section 12 b) below. Bid Bonds and/or Certified checks from proposals not selected will be returned.
11. Not Required With Proposal. The certificate of insurance required by Section 9 and the performance and payment bonds required by Section 10, while not required to accompany this proposal, must be submitted to the Authority not more than five working days after the Authority signs and provides to the successful Contractor page 10 indicating that the Contractor's proposal has been accepted. If the information is not provided within five days, the Authority reserves the right to terminate the contract. If a Certified Check is provided in lieu of the Bid Bond, the Certified Check may be retained in lieu of a performance bond.
12. Prevailing Wages Ordinance. Attached as Exhibit B
- a) Not less than the prevailing rate of wages as determined by the Springfield Airport Authority from information provided by the Illinois Department of Labor shall be paid by the Contractor and any subcontractors to all laborers, workers and mechanics performing work under this project. The prevailing wages for Sangamon County for what the Authority believes are the applicable trades relevant to this contract as of 10/5/23 are Laborer, Operating Engineer and any other such relevant trades the Authority approves and are as shown on Exhibit B2. It is the responsibility of the Contractor to comply with the Prevailing Wage Act (820 ILCS 130). The Contractor shall read the Act in its entirety to ensure it fully comprehends its obligations. **Mark the statement on the RFP proposal page 8 certifying that the bidding contractor is in complete compliance with the Prevailing Wage Ordinance.**
 - b) The Contractor will ensure that any bond provided to or required by the Authority, and any bond provided to or required by the Contractor from any subcontractor, will have wording certifying that the Contractor and any subcontractors agree they will pay the applicable prevailing wages.
 - c) The prevailing rates of wages are revised by the Illinois Department of Labor from time to time and the latest such rates are available on the Department's official website.

- d) The Contractor will comply with all portions of 820 ILCS 130/5 of the Illinois Compiled Statutes regarding its payment of prevailing wages. As part of said compliance, for those portions of the statutes directing the Contractor to file a certified payroll with the public body in charge of the project, the form titled Weekly Statement of Compliance & Certified Transcript of Payroll attached as Exhibit B1 will be used for the Contractor's weekly submittal to the Authority.
- e) In the event there is any difference between the prevailing wages for Sangamon County and the federal minimum wage the contractor shall pay the employees the higher wage schedule rate.

13. Responsible Bidder Ordinance #09-1 – Attached as Exhibit C

The Responsible Bidder Ordinance #09-1 is applicable and will apply to this project. Section 1 of the Responsible Bidder Ordinance applies to all bidders and subcontractors. Bidders must submit for themselves and their subcontractors documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. Attach any United States Department of Labor Bureau of Apprenticeship and Training Certificate of Registration and letters with Page 8 of this RFP and **mark the statement on the RFP proposal page 8 certifying that the bidding contractor and all subcontractors are in complete compliance with the Responsible Bidder Ordinance and participate in at least one apprenticeship and training program approved by the United States Department of Labor.**

14. Local Preference Ordinance #12-4 – Attached as Exhibit D

The Local Preference Ordinance #12-4 is applicable and will apply to this project. **Mark the statement on the RFP proposal page 8 certifying that the bidding contractor certifies it recognizes the Local Preference Ordinance.**

15. The Authority anticipates the contractor may submit one or two partial invoices and possibly a final invoice on the project. Once Authority staff confirm that the work the invoice covers is satisfactorily completed, the Authority will pay that invoice within 30 days.

16. Non Discrimination. In accordance with federal regulations, the successful Contractor will:

- a) Comply with regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of these instructions.

- b) With regard to the work performed during the contract, not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The successful Contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c) In all solicitations either by competitive bidding or negotiation made by the successful Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Contractor of the successful Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a successful Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the successful Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.
- e) In the event of the successful Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it deems to be appropriate including, but not limited to:
 - 1. withholding of payments to the successful Contractor under the contract until the successful Contractor complies, and /or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.

17. Affirmative Action. In accordance with federal regulations, the successful Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The successful Contractor assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart. Further, the successful Contractor agrees that it will require that its covered suborganizations provide assurance to the Authority that they similarly will undertake affirmative action programs and that they will require

assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, as to the same effect.

18. Bribery/Bid Rigging/Rotating. The Contractor agrees that it is not barred from submitting a proposal on this contract as a result of a violation of the Illinois Compiled Statutes, 720 ILCS 5/33E-3 and 5/33E-4, having to do with bribery/bid rigging/bid rotating.
19. Authority's Best Interest. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and the general public. The Authority reserves the right to accept a proposal, to reject any or all proposals, to modify or amend with the consent of the Contractor any proposal prior to acceptance, to waive irregularities, and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in the Authority's best interest.
20. Compliance with Rules. The successful Contractor agrees to comply with all federal, state and local rules and regulations applicable to this project. The Airport Authority reserves the right to request the successful Contractor provide a current W-9 Request for Taxpayer Identification and Certification to the Authority prior to payment being made to said Contractor. The Springfield Airport Authority is exempt from State of Illinois sales tax and will provide contractor with the Springfield Airport Authority tax exempt letter.
21. Proposal Is Contract If Accepted. In the event this proposal is accepted and signed by the Authority on page 10, it shall constitute a contract between the parties hereto, but such contract shall not be assigned or transferred without the written consent of the Authority, which consent or denial is at the sole discretion of the Authority.
22. **Pre-proposal Meeting. The only pre-proposal meeting and site tour will be held at 1:00 PM on Monday, 11/27/23 starting in the Springfield Airport Authority Knotts Conference room in the Terminal at 1200 Capital Airport Drive. The meeting is NOT mandatory in order to submit a proposal.** For further information, contact Traci Cline Carter at 217-788-9217.
23. Copies Available. Copies of this document may be downloaded at www.flyspi.com by clicking on the "Doing Business" tab, RFP.
24. Verbal Not Valid. Nothing indicated verbally by the Authority either before, during, or after the aforementioned pre-proposal meeting (if applicable) will contradict or override anything in this document. If a Contractor feels he/she has been told anything that is inconsistent with the information contained herein, it will not be considered valid unless and until confirmation is received in writing

(via email) from the Authority. If appropriate, the question and response will be provided to all Contractors.

25. Questions. Questions should be addressed to the Authority via email to Traci Cline Carter, C.M., Springfield Airport Authority Deputy Director of Facilities and Development – cline.carter@flyspi.com . Responses will be made, as appropriate, either to only the questioner or to any party the Authority is aware has or subsequently does receive the Request For Proposals. Only questions asked in this manner will be responded to.

26. Proposals Due. Proposals are due in the Authority’s office by 10:00 AM on Tuesday, December 12, 2023, at which time they will be publicly opened and read. Proposals must be submitted in an envelope clearly marked “Abraham Lincoln Capital Airport Southwest Quadrant Tree Clearing-Do Not Open”.

Proposals should be mailed to Springfield Airport Authority, 1200 Capital Airport Drive, Springfield, IL 62707 or delivered in person to the Springfield Airport Authority offices on the second floor of the Terminal Building (by Door D) at 1200 Capital Airport Drive, Springfield, IL. Faxes, email, and text messages are not permitted.

ATTACHMENTS:

Exhibit A - Plans

Exhibit B – Prevailing Wage Ordinance

Exhibit B1 – Certified Transcript of Payroll

Exhibit B2 – Sangamon County Prevailing Wage Rates

Exhibit C – Responsible Bidder Ordinance

Exhibit D – Local Preference Ordinance

Exhibit E – Airport Badging, Security and Safety

Mark E. Hanna, A.A.E.
Executive Director
Springfield Airport Authority

PAGES 8 & 9 OF THIS RFP AND APPRENTICE TRAINING PROGRAM & BID BOND DOCUMENTATION IS ALL THAT NEEDS TO BE RETURNED TO THE AUTHORITY IF SUBMITTING A PROPOSAL ON THE PROJECT TITLED

Abraham Lincoln Capital Airport Southwest Quadrant Tree Clearing

Return To:

**Springfield Airport Authority
Attn: Traci Cline Carter
1200 Capital Airport Drive
Springfield, IL 62707**

By No Later Than 10:00 AM, Tuesday, December 12, 2023. Have the envelope marked "SEALED PROPOSAL – Abraham Lincoln Capital Airport Southwest Quadrant Tree Clearing- DO NOT OPEN"

- ☐ Contractor certifies complete compliance with "Prevailing Wage Ordinance", Exhibit B
- ☐ Contractor certifies complete compliance with "Responsible Bidders Ordinance", Exhibit C
- ☐ Contractor certifies by signing this proposal as "General Contractor" that the General Contractor and all sub-contractors participate in at least one apprenticeship and training program approved by the U.S. Department of Labor.
- ☐ Contractor certifies it recognizes the "Local Preference Ordinance", Exhibit D

I PROPOSE AN AMOUNT OF \$_____ SUBJECT TO THE FOLLOWING VARIANCES TO THE SPECIFICATIONS AND CONDITIONS LISTED IN THE RFP ABOVE (additional pages can be used if needed – indicate here how many additional pages are attached):

THE PROJECT WILL BE SUBSTANTIALLY COMPLETED BY MARCH 31, 2024.

COMPLETION OF THE FOLLOWING IS OPTIONAL: As indicated in Section 4 above, the Authority is willing to consider an alternate date other than March 31, 2024 listed for completion of the contract in return for a lower proposal than that shown on page 8. If the Contractor wishes to submit such a proposal, complete the following:

Optional - Alternate proposal: \$_____. Substantial completion is March 31,2024 with land preparation to be completed by : _____.

Variances to the conditions listed are:

Authorized Signature

Company Name

Address

Print Name

Phone Number

Date

THE FOLLOWING IS TO BE COMPLETED BY
THE SPRINGFIELD AIRPORT AUTHORITY

CONTRACTOR: _____

PROPOSAL ACCEPTED:

The proposal of \$_____ for the project with the title "Abraham Lincoln Capital Airport Southwest Quadrant Tree Clearing" as described in pages 1 through 10 and Exhibits A, B, B1, B2, C, D and E and with the following exceptions and conditions is accepted

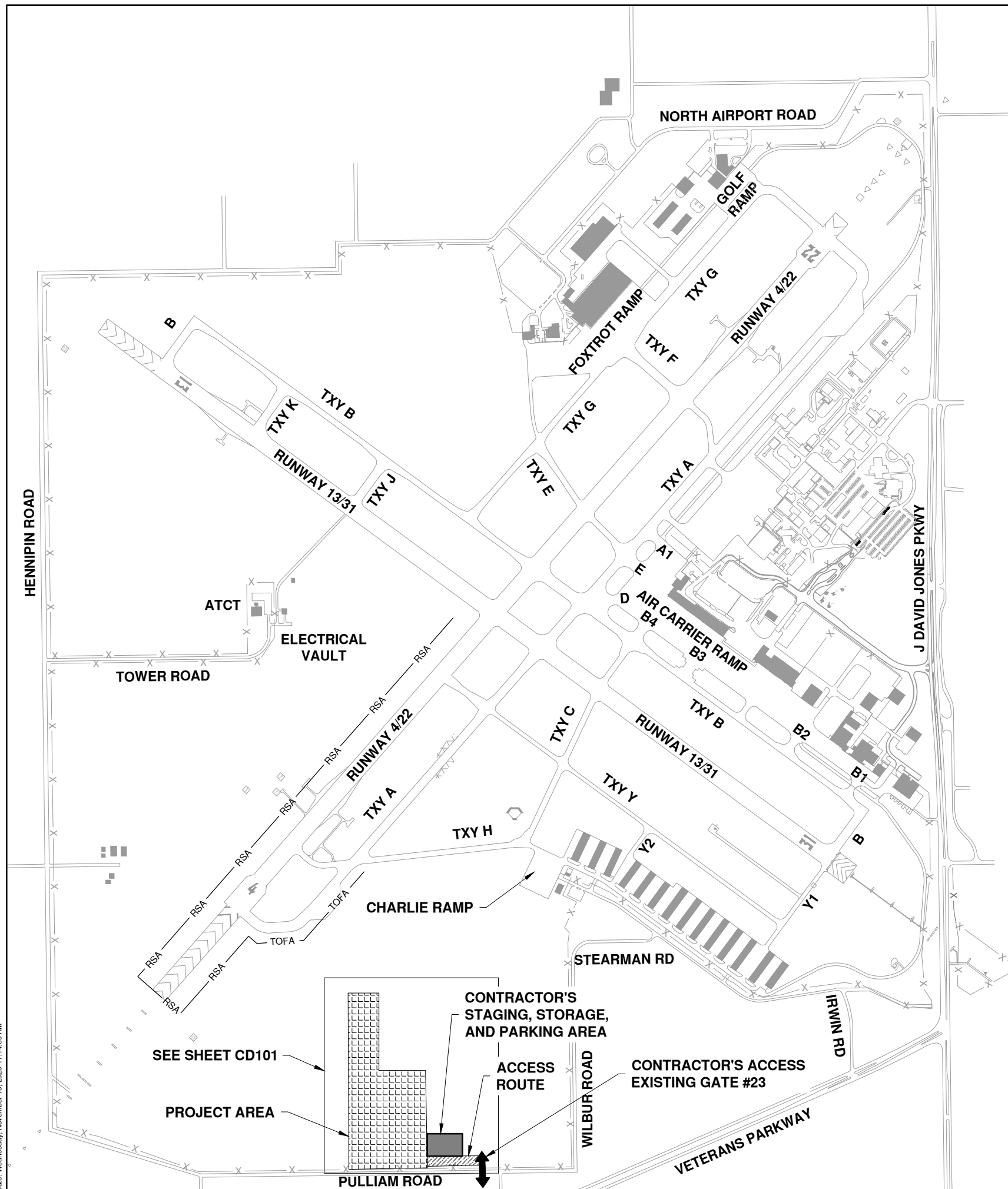
_____.

The Authority's signing of this page indicates a contract exists consisting of all pages (pages 1 through 10 plus Exhibits A, B, B1, B2, C, D and E) of this document between _____ (the Contractor) and the Springfield Airport Authority.

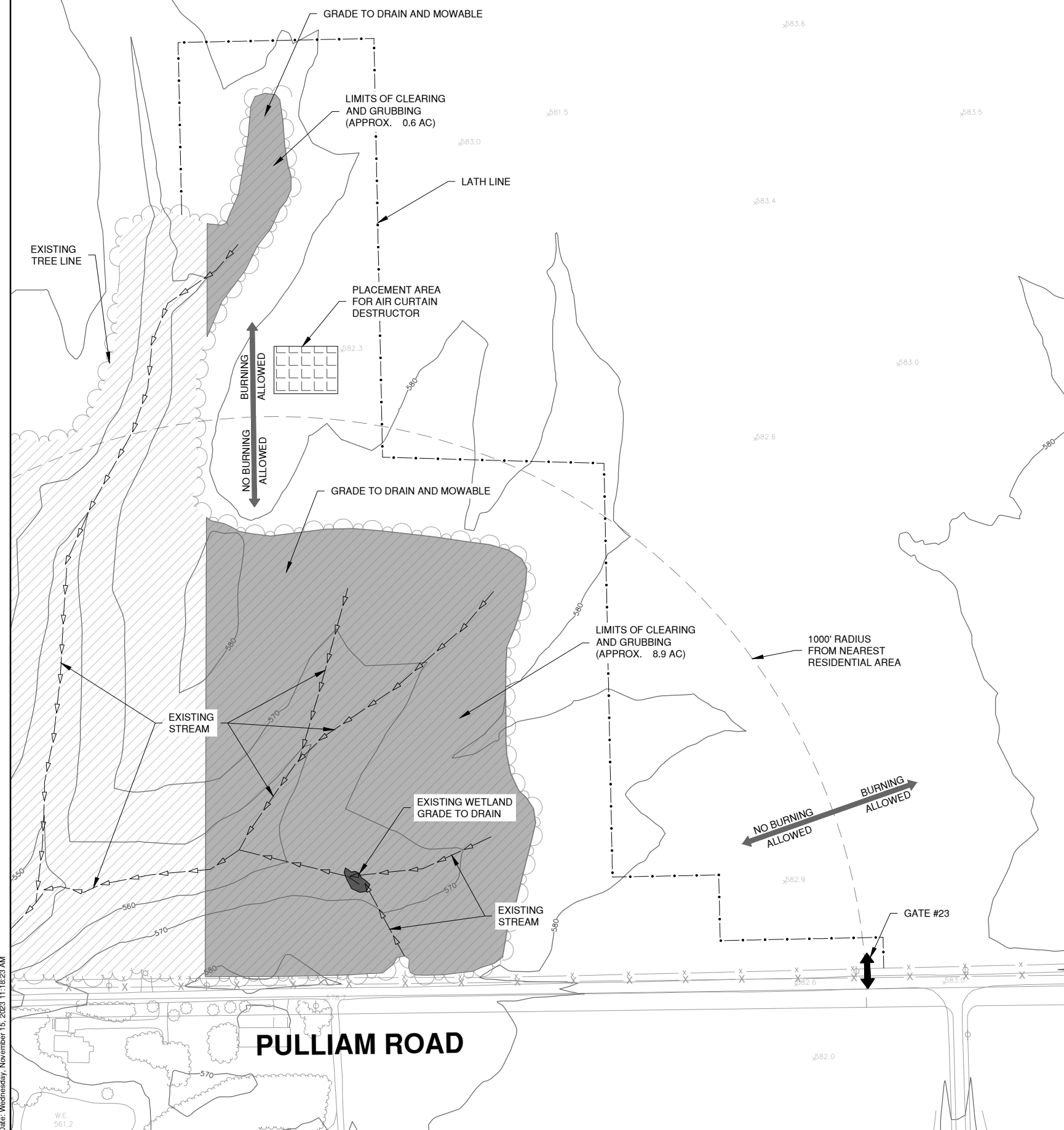
Springfield Airport Authority

Mark E. Hanna, A.A.E.
Executive Director
Springfield Airport Authority

Date



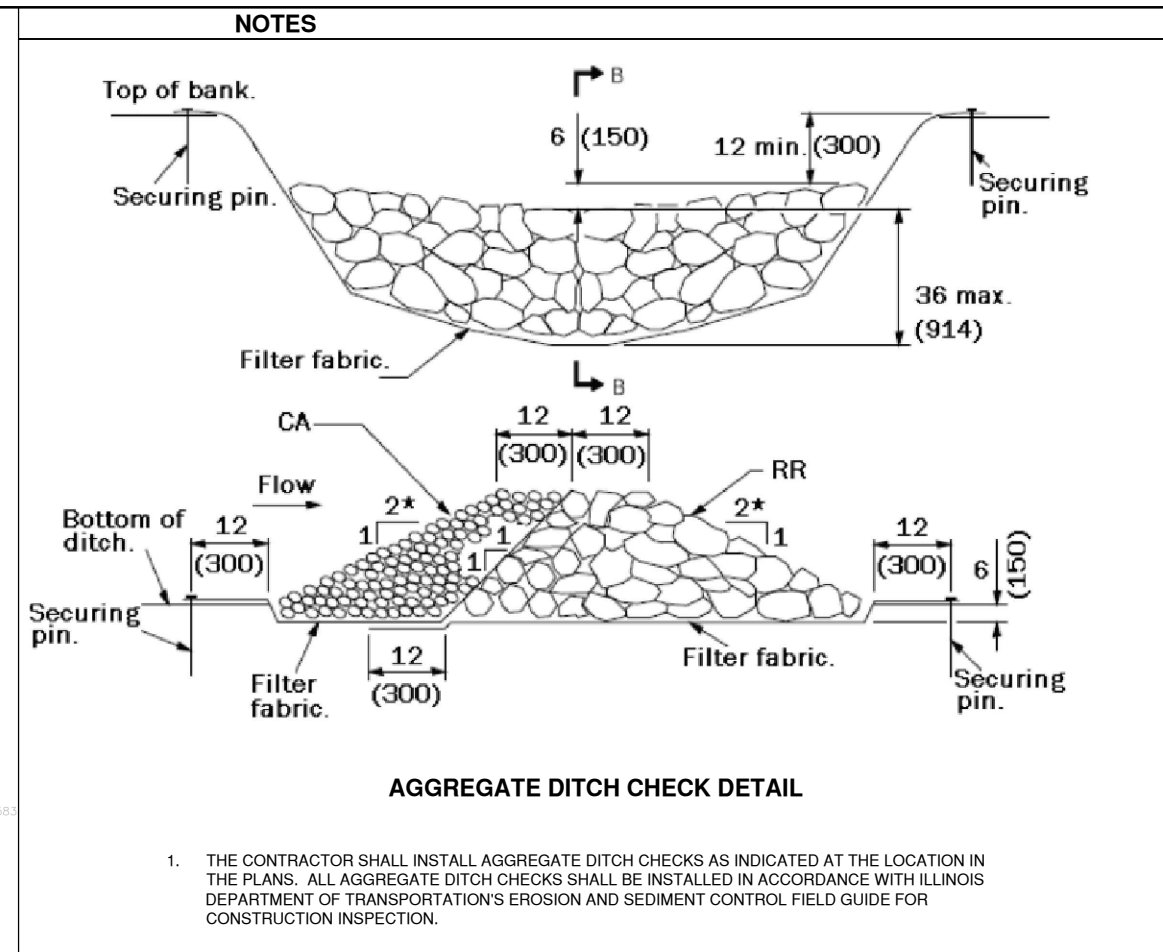
SHEET 1 OF 3



CD101
SHEET 2 OF 3

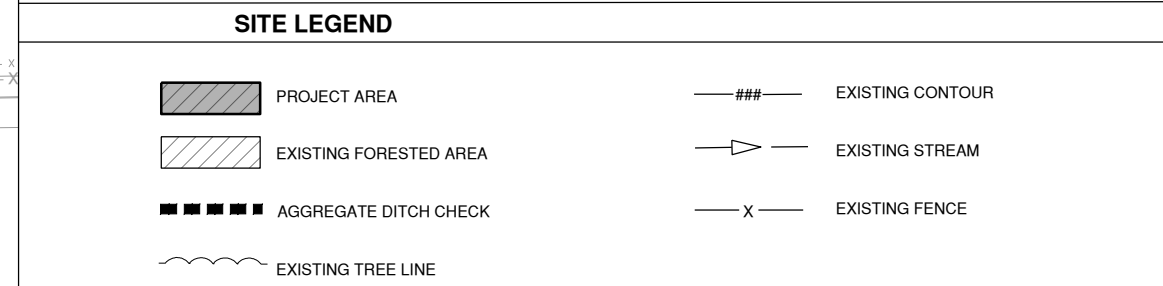


ALL DISTURBED AREAS SHALL BE SEEDED



SEED	RATE OF APPLICATION (LB/ACRE)
INFERNO TALL FESCUE OR TARHEEL II FESCUE	90
ANNUAL RYEGRASS	30
AUDUBON RED FESCUE	45
RELIANT IV HARD FESCUE	45
AMITY TALL FESCUE	90

- SEEDING SHALL BE PERFORMED DURING THE PERIOD BETWEEN MAY 15 AND JUNE 30, UNLESS OTHERWISE APPROVED BY THE AIRPORT.



		
License No. 184-000613		
CONSULTANTS		
 THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22).		
NOVEMBER 17, 2023		
SOUTHWEST QUADRANT CLEARING		
OWNER		
		
SPRINGFIELD AIRPORT AUTHORITY ABRAHAM LINCOLN CAPITAL AIRPORT SPRINGFIELD, IL		
MARK	DATE	DESCRIPTION
AIP PROJECT NO: N/A		
IL PROJECT NO: N/A		
CMT PROJECT NO: 20003502.00		
CAD DWG FILE: 20003502.00 EROSION AND SEDIMENT CONTROL.DWG		
DESIGNED BY: APS		
DRAWN BY: APS		
CHECKED BY: HWI		
APPROVED BY: RLV		
COPYRIGHT:		
SHEET TITLE		
EROSION AND SEDIMENT CONTROL		
LG101		
SHEET	3	OF 3

SPRINGFIELD AIRPORT AUTHORITY

Standard Operating Procedure 10-32

Prevailing Wages

Purpose:

- To develop procedures in order to comply with 820 ILCS 130, referred to as the Prevailing Wage Act, which states, “A wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.”

Procedure:

1) Definitions

- a. Public Work or Public Works means all fixed works constructed or demolished by any public body, and paid for wholly or in part out of public funds. It includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the state or any of its political subdivisions.
- b. Construct or Construction means all work on public works involving laborers, workers or mechanics, including any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

2) In accordance with 820 ILCS 130/9 the Authority adopts an ordinance each June listing the prevailing wages in Sangamon County as determined by the Illinois Department of Labor. A copy will be kept available for inspection and a certified copy will be filed not later than July 15th with the Illinois Department of Labor.

3) As part of the Authority’s process for soliciting proposals, bids or quotations in order to Construct a Public Work, the following will be done:

- a. Determine the general prevailing rate of hourly wages in the Sangamon County area for each type of worker needed to complete the Public Work. The most current rates are at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Then click on the latest month and

then “Sangamon”. The Authority is the party that makes the determination and indicates to the contractor or subcontractor what the prevailing rate or rates will be. While the Statutes indicate this decision is exclusively that of the Authority, there appears to be nothing to prevent the Authority from consulting with the contractor or subcontractor regarding the rate or rates. In the event the Authority is unable to determine the prevailing rate or rates, it will ask the Illinois Department of Labor to make the determination.

- b. Include in the project specifications and/or contract, as appropriate, the following language:

“Not less than the prevailing rate of wages as determined by the Springfield Airport Authority from information provided by the Illinois Department of Labor shall be paid by the contractor and any subcontractors to all laborers, workers and mechanics performing work under this project. The prevailing wages for Sangamon County for what the Authority believes are the applicable trades relevant to this contract as of *(list the latest month and year from the website in 3) a. above* are *(list the applicable trade or trades and wage or wages here)*. It is the responsibility of the contractor to read the Prevailing Wage Act (820 ILCS 130) in its entirety for complete information on its obligations.”

- c. In the event the Authority awards a Public Works contract without having either a public bid, a contract or written project specifications, the Authority will provide the contractor, in writing, with the wording indicated in 3) b. above.

- d. Include in the project specifications and/or contract, as appropriate, the following language:

“The contractor will insure that any bond provided to or required by the Authority, and any bond provided to or required by the contractor from any subcontractor, will have wording certifying that the contractor and any subcontractors agree they will pay the applicable prevailing wages.”

- e. Include in the project specifications and/or contract, as appropriate the following language:

“The prevailing rates of wages are revised by the Illinois Department of Labor from time to time and the latest such rates are available on the Department’s official website.”

- f. Include in the project specifications and/or contract as appropriate, the following language:

"The contractor will comply with all portions of 820 ILCS 130/5 of the Illinois Compiled Statutes regarding its payment of prevailing wages. As part of said compliance, for those portions of the statutes directing the contractor to file a certified payroll with the public body in charge of the project, the form titled Weekly Statement of Compliance & Certified Transcript of Payroll attached as Exhibit ____ will be used for the contractor's submittal to the Authority."

- 4) The Director of Administration and Finance is responsible for determining that the provisions of the Prevailing Wage Act have been followed. Employees of the Authority involved in soliciting bids, quotations or proposals for a Public Work will:
- a. Consult with the Director of Administration and Finance and mutually determine the appropriate prevailing rate or rates of hourly wages to include in the call for bids, quotations or proposals as indicated in 3) a. above. There should always be at least two Authority individuals involved in the decision regarding the trades/rates to use in a request for bids, quotations or proposals.
 - b. Include the language in 3) b., 3) d., 3) e. and 3) f. above in all bids, quotations and proposals for Public Works.
 - c. Have the Director of Administration and Finance review the document seeking bids, quotations or proposals or, if the seeking of bids, quotations or proposals is done verbally, confirm with him/her that the language in 3) b. above has been or will be provided in writing to any contractor or subcontractor from whom the Authority is seeking bids, quotations or proposals.

Attachment: Weekly Statement of Compliance and Certified Transcript of Payroll

Effective date: 4/15/2014


Executive Director

4/25/2014
Date

Weekly Statement of Compliance and Certified Transcript of Payroll

EXHIBIT B1

<input type="checkbox"/> Contractor or <input type="checkbox"/> Subcontractor . _____											Springfield Airport Authority Project Name				Payroll No.	
Address _____ _____ _____													For Week Ending			
<input type="checkbox"/> No Work <input type="checkbox"/> Suspended <input type="checkbox"/> Completed																

(1) Name and Individual Identification Number	(2)	(3)	(4)	St or OT	(5) Hours and Days Worked						(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions					(11) Wages Paid for Week
																	Federal WH Tax	FICA	State WH Tax	
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00
				S							0.00		0.00						0.00	0.00
				O								0.00		0.00					0.00	0.00

I certify that this payroll is correct and complete and that the wage rates contained therein are not less than the rates specified in Section 12 a) of the Authority's Request For Proposals for this project and the classification set forth for each laborer or mechanic conforms with the work (s)he performed.

Name and Title

Signature and Date

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.

I, _____ , _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ on the _____
(Contractor or Subcontractor) (Name of Project)

_____ ; that during the payroll period commencing on _____ ,

and ending on _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

(2) That any payrolls otherwise under the RFP required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the RFP, that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits have been or will be made to appropriate programs for the benefits of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits, if any, as listed in the RFP, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION
REMARKS	

IF FEDERAL FUNDS ARE INVOLVED IN THIS PROJECT, I certify that the firm has complied with 29 CFR 5.5 Labor Standards Provisions, applicable to Federally-assisted construction contracts.

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS

GENERAL: This form has been made available for the convenience of contractors and subcontractors to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programmer or y making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name.

Address: Fill in your firm's address.

Column 1 – Employee's Name and Individual Identification Number (e.g., the last four digits of the employee's social security number). The employee's full name and Individual Identification Number must be shown on each weekly payroll submitted.

Column 2 - Ethnic Group: Indicate employee's ethnic group using the following legend:
W-White, B-Black, H-Hispanic, A-Asian/Pacific Islander, NA-Native American/Alaskan Native

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. If additional classifications are deemed necessary use "Other". Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so work is maintained and shown on submitted payroll by use of separate line entries. Also indicate a two-letter code for each work classification using the following legend:

OF - Officials (Managers)	ME - Mechanics	EL - Electricians
SU - Supervisors	TD - Truck Drivers	PP - Pipefitters, Plumbers
FO - Foreman	IW - Ironworkers	PA - Painters
CL - Clerical	CA - Carpenters	LA - Laborers
EO - Equipment Operator	CM - Cement Masons	

Column 4 - Status: Indicate whether employee is a Journeyman (J), Apprentice (A), on-the-job Trainee (T), or salaried Company employee (C).

Column 5 - Hours and Days Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 40 hours a week.

Column 6 - Total Hours: Enter total hours worked this week on this project.

Column 7 - Rate of Pay, Including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringe benefits, an amount not less than the predetermined rate for fringe benefits in the wage decision made part of the contract.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds or programs in amounts not less than were determined in the applicable wage decision shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as has always been done. Such a contractor shall check paragraph 4(a) of the statement on the reserve of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted projects an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 7 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 8 - Amount Earned: Enter gross amount earned on this project.

Column 9 - Total Earned: If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 9, the gross amount earned during the week on all projects.

Column 10 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved, use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column, and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage.

Column 11 - Net Wages Paid for Week: This amount will be Column 9 less total deductions.

Statement Required by Regulations, Part 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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EXHIBIT B2

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	BLD		34.71	35.96	1.5	1.5	2.0	2.0	7.75	20.20	0.00	0.90	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		34.30	35.30	1.5	1.5	2.0	2.0	10.20	6.80	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		41.50	45.00	1.5	1.5	2.0	2.0	7.07	26.56	0.00	1.06		0.00	0.00
BRICK MASON	All	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00
CARPENTER	All	BLD		35.15	37.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95
CARPENTER	All	HWY		37.82	39.57	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.76	0.00	0.00	0.00
CEMENT MASON	All	BLD		31.80	33.30	1.5	1.5	2.0	2.0	10.00	16.16	0.00	0.73	0.00	0.00	0.00
CEMENT MASON	All	HWY		32.03	34.03	1.5	1.5	2.0	2.0	10.00	17.60	0.00	0.66	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		52.63	62.45	1.5	1.5	2.0	2.0	8.58	14.74	0.00	0.79	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		35.76	62.45	1.5	1.5	2.0	2.0	8.07	10.01	0.00	0.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		58.58	62.45	1.5	1.5	2.0	2.0	8.76	16.40	0.00	0.88	0.00	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		37.53	62.45	1.5	1.5	2.0	2.0	8.13	10.51	0.00	0.57	0.00	0.00	0.00
ELECTRICIAN	All	BLD		39.74	42.24	1.5	1.5	2.0	2.0	9.15	12.09	0.00	0.70	0.00	0.99	1.99
ELECTRONIC SYSTEM TECH	All	BLD		35.78	38.78	1.5	1.5	2.0	2.0	8.35	11.72	0.00	0.40	0.00	0.54	1.07
ELEVATOR CONSTRUCTOR	All	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70		0.00	0.00
GLAZIER	All	BLD		38.60	40.60	1.5	1.5	2.0	2.0	7.85	13.77	0.00	0.68	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		41.73	42.73	1.5	1.5	2.0	2.0	11.74	13.50	0.00	1.05		0.00	0.00
IRON WORKER	All	BLD		35.20	37.20	1.5	1.5	2.0	2.0	10.55	18.50	0.00	1.00		0.00	0.00
IRON WORKER	All	HWY		36.84	38.59	1.5	1.5	2.0	2.0	10.55	20.09	0.00	1.00		0.00	0.00
LABORER	All	BLD		31.71	32.96	1.5	1.5	2.0	2.0	7.75	20.20	0.00	0.80	0.00	0.00	0.00
LABORER	All	HWY		32.78	33.53	1.5	1.5	2.0	2.0	7.75	20.20	0.00	0.80	0.00	0.00	0.00
LATHER	All	BLD		35.15	37.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
MARBLE MASON	All	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
MILLWRIGHT	All	BLD		35.58	37.83	1.5	1.5	2.0	2.0	9.45	21.54	0.00	0.79	0.00	15.50	30.99

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MILLWRIGHT	All	HWY		40.10	41.85	1.5	1.5	2.0	2.0	9.45	22.34	0.00	0.76	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	40.71	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	2	38.18	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	3	34.30	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	4	42.32	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	1	47.21		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	2	41.88		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	3	33.67		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	4	48.81		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
PAINTER	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	7.85	14.88	0.00	0.65	0.00	0.00	0.00
PAINTER - SIGNS	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	7.85	14.88	0.00	0.65	0.00	0.00	0.00
PAINTER OVER 30 FT.	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	7.85	14.88	0.00	0.65	0.00	0.00	0.00
PAINTER PWR EQMT	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	7.85	14.88	0.00	0.65	0.00	0.00	0.00
PILEDRIIVER	All	BLD		36.15	38.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95
PILEDRIIVER	All	HWY		38.82	40.57	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.76	0.00	0.00	0.00
PIPEFITTER	All	BLD		43.48	47.48	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	0.00	0.00	0.00
PLASTERER	All	BLD		35.41	37.16	1.5	1.5	2.0	2.0	9.00	17.33	0.00	0.98	0.00	0.00	0.00
PLUMBER	All	BLD		43.48	47.48	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	0.00	0.00	0.00
ROOFER	All	BLD		34.11	37.21	1.5	1.5	2.0	2.0	10.40	13.31	0.00	0.56	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		38.54	42.34	1.5	1.5	2.0	2.0	10.80	16.50	0.00	0.96	1.98	0.00	0.00
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52		0.00	0.00
STONE MASON	All	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TERRAZZO MASON	All	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TILE MASON	All	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.25	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.83	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.15	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.50	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	44.61	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00

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EXHIBIT B

TRUCK DRIVER	All	O&C	1	33.80	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	34.26	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	34.52	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	34.80	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	35.69	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations SANGAMON COUNTY

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

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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

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

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,

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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.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on

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Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

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

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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.

Ordinance Number 09 – 1

RESPONSIBLE BIDDER ORDINANCE

WHEREAS, the Springfield Airport Authority (“Authority”), from time to time, prepares specifications, advertises, and awards bids for the construction of various projects, including construction of new facilities, renovation of current facilities and road construction and other capital improvements on Abraham Lincoln Capital Airport ® property over \$25,000; and

WHEREAS, the Board of Commissioners of the said Authority desires to award the contracts for the construction of Projects, to the lowest responsible bidder in accord with the applicable state and federal law; and

WHEREAS, the said Board of Commissioners believes that it is the obligation of the Authority to comply with the various laws, both state and federal, which protect the health, safety, and welfare of the workers who are employed in the construction of its Projects, and it is further the obligation of the Authority to encourage those to whom such construction contracts are awarded to comply with such statutes as well; and

WHEREAS, the Board of Commissioners of the Authority encourages those to whom construction contracts are awarded to develop and maintain or participate in apprenticeship and training programs in order to provide a pool of qualified and skilled workers in the Springfield area; and

WHEREAS, the Board of the said Authority desires to adopt ordinances and follow practices and procedures designed to ensure, to the maximum extent possible, that those with whom it contracts, comply with the said state and federal statutes, and provide or participate in apprenticeship and training programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Springfield Airport Authority as follows:

1. From and after the passage and approval of this ordinance, all specifications for the construction or substantial renovation of any Project exceeding the then specified minimum project amount, including construction or renovation of a building, runway, parking lot, road or other capital improvement (“Projects”), shall include a requirement that any person, firm, corporation, or other entity submitting a bid shall include a complete, accurate, and truthful listing and description of all

decisions, determinations, judgments, or other findings within the past two years of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, OSHA, FMLA, FLSA, ADA, ADEA, NLRA, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, against it or any entity with whom it is submitting the bid, including joint venturers and partners, and also including parent and subsidiary corporations or entities, and shall further include documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Board of the Authority may waive the Apprenticeship requirement if the bidder is in an industry where no such program is available. If the bidder does not have any decisions, determinations, judgments, or other findings against it as aforesaid, it shall include a statement to that effect with its bid.

2. Any bidder who willfully fails or refuses to include the information required in Paragraph One, or whose report is substantially incomplete, inaccurate, or untruthful, shall be disqualified and its bid rejected. In the event a willful failure to disclose or a disclosure of incomplete, inaccurate or untruthful information is discovered after the bid has been awarded, and before work on the project has commenced, the contract may be voided and rebid by the Authority. If the failure to disclose shall be discovered after work has commenced, the Authority may recover, at the discretion of the Authority, a penalty of up to 10 percent of the amount due the successful bidder under the contract, from the contractor or from the surety obligated under the performance bond tendered by the contractor.
3. The Board may reject any bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:
 - A. That there has been a finding, determination, or judgment by an agency of state or federal government charged with the responsibility of enforcing laws and regulations, which protects the health, safety, or welfare of workers, as enumerated above, or otherwise, that the bidder has violated such a statute or regulations, and that such violation was:
 - i. found to have been part of a pattern of similar violations or,
 - ii. one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or

- iii. classified by an agency of the state or federal government as serious, or
- iv. one which threatened the health or safety of the workers employed by the bidder, or
- v. one resulting in the payment of back wages and benefits of \$10,000 or more, or
- vi. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.

B. The bidder and its employees do not actively participate in an apprenticeship and training program as aforesaid.

- 4. Any person, firm, corporation, or other entity seeking to submit bids for any Project of the said Authority as herein described, which has been disqualified or had its bids rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the bid which is then currently before the Board for consideration, shall be debarred from submitting further bids for such Authority projects for a period of one year following the rejection of the bid then currently being considered by the Board.
- 5. All Projects in excess of the then applicable Project Minimum Amount initially set at \$25,000, that are fully or partially funded with State or Federal funds shall be exempt from the apprenticeship and training certification requirements of this Ordinance if this Ordinance would conflict in any way with the Federal Aviation Administration, U.S. Department of Transportation, Illinois Department of Transportation and any applicable federal or state grant assurances, orders, rules/regulations or advisory circulars. It is expressly understood that this ordinance will be subordinate to any higher governing authority that has binding jurisdiction over the administration of capital improvement projects and major public works initiatives.
- 6. The Project Minimum Amount shall be indexed for inflation, and shall be increased by the amount of the increase in the Consumer Price Index for the last consecutive 12 month period for which statistics are available on the anniversary date of the Ordinance, or 5%, whichever is the larger amount. The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the territory including Sangamon County, IL (1982-1984 = 100) published in the Monthly Labor Review of the Bureau of Labor Statistics. If the manner in which the Consumer Price Index as determined by the Bureau of Labor Statistics is substantially revised, including a change in the base index year, the Authority shall make an adjustment in such revised index

which would produce results equivalent, as nearly as possible, to those which would have been obtained had the Consumer Price Index not been revised. If the Consumer Price Index ceases to be published, the Authority shall substitute a comparable index published by the United States Government.

7. The Board of the Authority shall retain the discretion to override the provisions of this Ordinance should an otherwise qualified bidder exist, and may delegate such authority to the Executive Director of the Authority.

ORDINANCE presented to the Board of Commissioners July 28, 2009; adoption moved by Commissioner Frank Pala, seconded by Commissioner Jim Bramlett

ROLL CALL:

Yeas: 6 Nays: 0

APPROVED: [Signature]

Chair, Board of Commissioners
Springfield Airport Authority
of Sangamon County, Illinois

ATTEST:

Andrea Sinerwin
Assistant Secretary

Ordinance Number 12 - 4

Ordinance Adopting Local Preference and Contract Awards Policy

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SPRINGFIELD AIRPORT AUTHORITY, SPRINGFIELD ILLINOIS:

WHEREAS, the Springfield Airport Authority was organized under the provisions of an Act entitled "An Act in Relation to Airport Authorities" approved April 4, 1945, as amended, and a Unit of Local Government and Special District under the 1970 Constitution of Illinois; and,

WHEREAS, the Springfield Airport Authority has adopted a Responsible Bidders Ordinance Number 09-1 which provides in part, in Section 7 as follows: The Board of Commissioners of the Authority shall retain the discretion to override the provisions of this Ordinance should an otherwise qualified bidder exist, and may delegate such authority to the Executive Director of the Authority; and

WHEREAS, the Springfield Airport Authority has the power pursuant to the Airport Authorities Act, 70 ILCS 5/1 *et seq.* to construct, develop, expand, extend and improve its airport and airport facilities and to adopt reasonable rules and regulations to carry out its purpose; and

WHEREAS, the Springfield Airport Authority, an Illinois municipal corporation, and its Board of Commissioners desire to adopt rules and regulations in furtherance of its purpose to establish and maintain the Abraham Lincoln Capital Airport pursuant to 70 ILCS 5/8.01 and to supplement its Responsible Bidders Ordinance Number 09-1, Section 7.

WHEREAS, The Springfield Airport Authority desires to adopt a Responsible Bidder definition to apply to a Project costing in excess of the Project Minimum Amount where the lowest bid is submitted by a non-Local Bidder and the lowest Local Bidder's bid is less than 5% more than the lowest non-Local Bidder's bid.

NOW, THEREFORE, be it hereby resolved that the Board of Commissioners of the Springfield Airport Authority authorizes the executive director to sign any and all documents in the form required under the Airport Authorities Act for the purposes of adopting an ordinance pertaining to local preference in contract awards.

Section 1. The following definitions are hereby adopted:

A. Local Bidder. Any Responsible Bidder that demonstrates by written documentation that it meets all of the following criteria:

(1) The Local Bidder has established and maintained a physical presence in Sangamon County by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of the bid; and

(2) The Local Bidder employs a minimum of two full-time employees at the location in Sangamon County and whose employees spend the majority of their work time at the location in Sangamon County; and

(3) The Local Bidder is legally authorized to conduct business within the State of Illinois, County of Sangamon, and City of Springfield.

B. Project. The construction, repair or renovation of a building, runway, parking lot, road or the addition of a permanent structural improvement, or the restoration, remodeling or repair of some aspect of Springfield Airport Authority property, that will either enhance the property's overall value or extend or increase its useful life, provided the cost is above the then specified minimum project amount in the current Springfield Airport Authority Responsible Bidder Ordinance (the "Project Minimum Amount"), as in effect from time to time.

C. Responsible Bidder. A Responsible Bidder shall be defined by the then current Responsible Bidder Ordinance of the Springfield Airport Authority as in effect from time to time.

Section 2. Local Preference in Contract Award.

For purchases for a Project in excess of \$25,000 or the current Project Minimum Amount in the Responsible Bidder Ordinance in effect from time to time, where, (1) the lowest bidding Local Bidder is a Responsible Bidder and, (2) that the lowest bidding Local Bidder's bid is higher than the lowest bidding non-Local Responsible Bidder by less than 5%, then that Local Bidder should be considered the lowest Responsible Bidder. This provision shall not be applied to a contract if the funding source or Project enabling legislation prohibits it through law, rule or regulation.

ADOPTION MOVED BY COMMISSIONER


SECONDED BY COMMISSIONER

Vince Toolen

Eric Hansen

ROLL CALL: YEAS 6

NAYS 0

ATTEST: 
R. Beverly Peters, Secretary
Board of Commissioners
Springfield Airport Authority


APPROVED: 
Frank J. Vala, Chair
Board of Commissioners
Springfield Airport Authority

Exhibit E
Airport Badging, Security and Safety

E.1 CONTRACTOR'S RESPONSIBILITY FOR AIRFIELD SAFETY DURING CONSTRUCTION

As a minimum and when applicable, the Contractor shall be responsible for airfield safety during construction as follows:

This project will require a TSA Change of Condition plan to be signed by the contractor's representative. The TSA has up to 30 days to approve the Change of Condition plan. A safety briefing is required by this plan prior to the start of construction and usually takes less than one (1) hour.

- A. Possess a copy of the TSA Change of Condition plan onsite if required.
- B. Comply with the Change of Condition plans associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the Airport.
- C. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety and security of the Airport.
- D. Provide a supervisor/flagman trained in airport safety to monitor construction activities and provide radio control, if required.
- E. Restrict movement of construction vehicles to construction areas as appropriate or as shown in plans. Vehicles shall be readably marked with business name and be marked with a 3'x3' checkered flag or beacon while inside the airport perimeter fence.
- F. Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from the construction site unless authorized.
- G. Comply with the requirements of Federal Aviation Administration Advisory Circular FAA AC 150/5370-2 (latest edition), Operational Safety on Airports During Construction.

E.2 AIRPORT SECURITY BADGES

- A. Airport security badges will be required for all employees working on this job and have a non-refundable processing fee of \$50.00 per applicant badge and a \$100 non-refundable fee to replace lost badges.
- B. Badge forms shall be completed prior to that person being issued an identification badge and allowed on the airfield.
- C. A list of personnel authorized to work on the airfield shall be provided to the Public Safety Department by the Contractor.
- D. Lost or stolen badges shall be reported to the Public Safety Department immediately. Badges shall be returned to the Airport once the project is complete or the person is no longer employed by the Contractor.

E.3 SECURITY DURING CONSTRUCTION

- A. The Contractor shall be responsible for security during construction as follows:
1. Possess a copy of the Airport's project security plan and or TSA Change of Condition plan.
 2. Comply with the Airport's security plan associated with the construction project and ensure that construction personnel are familiar with security procedures and regulations on the Airport.
 3. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational security of the Airport.
 4. Restrict movement of construction vehicles to construction areas.
 5. Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.
 6. The Airport may require that all Security Guards undergo additional training necessary to meet the Airport's security needs.
 7. The Contractor shall be required to maintain security on the Airport as specified or as directed by the Airport.
 8. All workers are to remain in their immediate work area(s) at all times.
 9. Contractor will provide 24 hours contact phone numbers to the Airport prior to the start of any work.
 10. Only those person(s) with the approved security training and badges may have an unescorted physical presence inside the fenced areas and Airport Operations Area (AOA).
 11. Any person identified as being on a TSA/FAA security watch list will be immediately reported to the controlling agencies and is prohibited from working on Airport property. Notice will be given to the contractor if such action is necessary.
 12. If there are any security fines or penalties imposed upon the Contractor or subcontractors, the contractor is responsible to pay any fines.
 13. The Contractor shall be responsible for keeping the access gate closed and locked during work hours. If the Contractor chooses to leave the gate open, then he shall post a competent, properly trained Security Guard to prevent unauthorized entries. The Contractor shall replace any unsatisfactory security guards if so directed by the Airport.
 14. The Contractor shall install and maintain a heavy-duty padlock on any manual access gates. He shall provide keys for this padlock to the Public Safety

Department. No additional keys are to be distributed unless authorized by the Airport.

15. All costs relating to Contractor's access and security shall be the responsibility of the Contractor.

E.4 The Contractor shall comply with all TSA, FAR Part 139 (Airport Certification) and with all rules and regulations of the Airport, including, but not limited to, control and access to the airfield by Contractor's, employees, subcontractors and agents.