Springfield Airport Authority

2022 Pavement Maintenance Program Request For Proposals August 23, 2021

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 "2022 Pavement Maintenance Program PROPOSAL DO NOT OPEN", to perform all work necessary to comply with the specifications and conditions contained herein.
- 2. Brief Description of Project. Surface Sealing pavement maintenance at the Main Entrance Road and Parking Lots B and C.
- 3. Specifications. Attached as Exhibit A.
- 4. Completion Date. All work required herein needs to be completed within 45 calendar days from the day the Authority signs page 10 with Day 1 being the day after the Authority signs. The only exception is that the Authority will consider alternate proposals which include a later date for completion but 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. There will be a penalty of \$500.00 dollars for each calendar day the work is not completed by the Contractor to the satisfaction of the Authority after the aforementioned 45 calendar days after the date the contract with the Contractor is signed on page 10. Proposers shall hold their proposals good for 60 days.
- 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, Performance Bond, Payment Bond. Each proposal must be accompanied by a Bid Bond 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 RFP is accepted. The successful contractor further agrees that if he/she does not comply with the terms of the contract, the bid bond will be forfeited and become the property of the Authority and the contract will be terminated. See also Section 12 b) below.

11. Not Required With Proposal. The certificate of insurance required by Section 9 and the performance and payment bonds required by Section 10, while <u>not</u> 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.

12. Prevailing Wages

- 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 8/16/21 are Laborers and Operating Engineers 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 Illinois Prevailing Wage Act.
- b) 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.
- 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.

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 sub contractors 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. Payments. The Authority anticipates the contractor may submit progress payment requests. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Retainage in the amount of ten percent (10%) will be held from each progress payment until all work is satisfactorily completed and the final payment is made. Once Authority staff confirm that the work the Applications covers is satisfactorily completed, the Authority will pay that invoice within 30 days. AIA document G702 or similar would be acceptable forms for Applications for Payment.
- 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 Statues, 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. When submitting your bid, on pages 8 & 9 itemize each of the areas 1, 2A, 2B, 3 and 4 separately on the lines provided and the total of the areas 1, 2A, 2B, 3 and 4. The Authority may accept the total bid for areas 1, 2A, 2B, 3 and 4 or any combination of the bids for areas 1, 2A, 2B, 3 and 4. 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.
- 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 10:00 AM on Thursday, 8/31/21 at Abraham Lincoln Capital Airport Administrative Office, Knotts Room followed by a site visit. The meeting is NOT mandatory in order to submit a proposal. For further information, contact Roger Blickensderfer at 217-788-9224.
- 23. Copies Available. Copies of this document will be made available to contractors who have the demonstrated ability on airport building projects to perform work of this nature.
- 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 Roger Blickensderfer, A.A.E., Springfield Airport Authority Director of Facilities and Maintenance <u>blickensderfer@flyspi.com</u>. 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 1:30 PM on Monday, September 13, 2021, at which time they will be publicly opened and read. Proposals must be submitted in an envelope clearly marked "2022 Pavement Maintenance Program."

Proposals she 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 – Specifications

Exhibit B1 – Weekly Statement of Compliance and Certified Transcript of Payroll

Exhibit B2 - Prevailing Wages Rates for Sangamon County

Exhibit C – Responsible Bidder Ordinance #09-1

Exhibit D – Local Preference Ordinance #12-4

PAGES 8 & 9 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

2022 Pavement Maintenance Program

Return To:

Springfield Airport Authority Attn: Roger Blickensderfer 1200 Capital Airport Drive Springfield, IL 62707

"SEALED PROPOSAL - 2022 Pavement Maintenance Program - DO NOT OPEN"

By No Later Than 1:30 PM, Monday, September 13, 2021. Have the envelope marked

Contractor certifies complet	e compliance with "Illinois Prevailing Wage Act"						
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 <u>sub-contractors</u> participate in at least one apprenticeship and training program approved by the U.S. Department of Labor.							
Contractor certifies it recogn	nizes the "Local Preference Ordinance", Exhibit D						
	BIDS						
Area 1	\$						
Area 2A	\$						
Area 2B	\$						
Area 3	\$						
Area 4	\$						
Total Areas 1, 2A, 2B 3 and 4	\$						
	VARIANCES TO THE SPECIFICATIONS AND CONDITIONS diditional pages can be used if needed – indicate here how many						

THE PROJECT WILL BE COMPLETED WITHIN 45 CALENDAR DAYS AFTER THE DATE THE

AUTHORITY SIGNS ON PAGE 10.

COMPLETION OF THE FOLLOWING IS OPTIONAL: As indicated in the second sentence of Section 4 above, the Authority is willing to consider a greater number of days than the 45 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:

BIDS					
Area 1	\$				
Area 2A	\$				
Area 2B	\$				
Area 3	\$				
Area 4	\$				
Total Areas 1, 2A, 2B 3 and 4	\$				

	E. (additional pages can be	SPECIFICATIONS AND CONDITIONS used if needed – indicate here how many
THE PROJECT WILL BE O		LENDAR DAYS AFTER THE DATE THE
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 \$	through 10 and Exhibits A, $B1$, $B2$, C and D and with the
through 10 plus Exhibits A, B1, B2	e indicates a contract exists consisting of all pages (pages 1 2, C and D) 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



NOTE:

THE CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS AND DETAILS AFFECTING CONSTRUCTION AND MAKE NECESSARY APPROVED ADJUSTMENTS PRIOR TO CONSTRUCTION OR ORDERING OF MATERIALS. THE CONTRACTOR SHALL SUBMIT DISCREPANCIES IN WRITING PRIOR TO CONSTRUCTION AND WILL BE PAID FOR THE QUANTITY ACTUALLY FURNISHED AT THE UNIT PRICE BID FOR THE WORK.

SURFACE SEAL

AREA 1 - MAIN ENTRANCE ROAD 9,690 S.Y. AREA 2A - LOT B NORTH 6,188 S.Y. AREA 2B - LOT B SOUTH 2,660 S.Y.

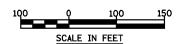
AREA 3 - LOT C

8,110 S.Y. AREA 4 - SOUTH AIRPORT DRIVE 2,055 S.Y.

2021 PAVEMENT MAINTENANCE



LIMITS OF SURFACE SEAL AREA



	USER NAME = MLorentz	DESIGNED	MAL	REVISED		_
KNIGHT		DRAWN	J₩L	REVISED -	STATE OF ILLINOIS	
Engineers & Architects		CHECKED	MAL	REVISED -	DEPARTMENT OF TRANSPORTATION	
Eligilieers & Architects	PLOT DATE = 8/20/2021	DATE	08/20/2021	REVISED -		



TOTAL SHEETS	SHEET NO.
1	1
PROJECT SPI-7486.1	L

Special Provisions

For

2021 SURFACE SEALING PAVEMENT MAINTENANCE

At

ABRAHAM LINCOLN CAPITAL AIRPORT SPRINGFIELD, ILLINOIS



August 16, 2021

Prepared By:

Knight E/A, Inc. 3200 Pleasant Run Suite A Springfield, IL 62711



Expires: 11/30/2021



KEA#: 7486.11

GENERAL

These special provisions, together with the applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, payroll Requirements and Minimum WGW Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, department of transportation, Division of Aeronautics for the construction of the subject project at the Abraham Lincoln Capital Airport in Springfield, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The "Illinois Standard Specifications for Construction of Airports", dated April 1, 2012, State of Illinois Department of Transportation, Division of Aeronautics shall govern the project except as otherwise noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special provisions shall take precedence and shall govern. When noted within the Special Provisions, the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, shall also apply.

INDEX TO SPECIAL PROVISIONS

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DIVISION I – GENERAL PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD:

The Contractor shall maintain all pavements to be clear of dirt and debris at all times or as requested by the Resident Engineer. The Contractor shall utilize IDOT Highway Standards 701501 and 701901, or other as approved by the Resident Engineer and Owner, during construction activities to safely maintain traffic control through the work site. If the Contractor fails to comply with the Standard Specifications, Contract Plans or these Special Provisions concerning traffic control, all construction activities shall cease and the Contractor will be required to correct the deficiencies to the satisfaction of the Resident Engineer and Owner. The Contractor shall be responsible for supplying, maintaining and moving all signs, barrels, cones and/or barricades required for completion of construction activities under traffic in accordance appropriate IDOT Highway Standards. Portions of parking areas may be closed during construction activities as approved by the Resident Engineer and Owner. The cost for maintaining traffic control on site shall be paid for under Item AR150530 Traffic Maintenance per lump sum.

40-09 AIRPORT OPERATIONS DURING CONSTRUCTION

ADD:

The Contractor shall maintain operation to the Terminal Building and entrances by the traveling public at all times, and shall operate within work areas delineated by barrels, cones and/or barricades at all times. The storage and parking of equipment and materials shall be within the phased delineated areas at all times, unless otherwise directed by the Resident Engineer. The work area shall be kept clean of debris and garbage that may become airborne and deposited on the nearby runways.

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: After the last paragraph

The Contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Engineer. It shall be of the sole responsibility of the Contractor to ensure the delivery of adequate and accurate documentation prior to the delivery of the materials.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 50-18, 60-01, 60-03 and 60-11 of the Standard Specifications and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

60-03 CERTIFICATION OF COMPLIANCE

ADD:

Additional requirements are specified in Section 60-11 Certification of Materials.

60-11 CERTIFICATION OF MATERIALS

ADD:

The Contractor shall certify all materials incorporated into the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the sole responsibility of the Contractor to ensure the submittal of adequate and accurate documentation in order to satisfy the contract material certification requirements prior to the delivery of the materials. Materials without certification or those with certification that demonstrates the materials do not meet the requirements of the plans and specifications shall be considered nonconforming and subject to the provisions of Section 50-02.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS dated April 1, 2010 or latest edition including any addendums. This manual is available on the IDOT website at http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides.

The cost of providing the required material documentation and certifications shall not be paid for separately, but shall be considered incidental to the associated item.

<u>SECTION 80 – PROSECUTION AND PROGRESS</u>

80-03 NOTICE TO PROCEED

The Notice to Proceed will not be given until all materials are certified by the Contractor to be available and on hand.

80-05 LIMITATION OF OPERATIONS

ADD:

The Contractor shall not have access to any part of the active airfield (runways or taxiways) for any equipment or personnel without approval of the Airport Manager. All contractor personnel shall be badged by the Springfield Airport Authority in accordance with normal security clearance and badging procedures in place at the time of execution of the contract.

80-07 TEMPORARY SUSPENSION OF THE WORK

REVISE the second paragraph to read:

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume work. Claims for such compensation shall be filed with the Resident Engineer within the time period stated in the Engineer's order to

resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Resident Engineer will forward the Contractor's claim to the Division for their consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Engineer, or for any other delay provided for in the contract, plans or specifications.

DIVISION II – PAVING CONSTRUCTION DETAILS

ITEM 625 – TAR EMULSION PROTECTIVE SEAL COAT

DELETE:

Item 625 Tar Emulsion Protective Seal Coat from the Illinois Standard Specifications for Construction of Airports (Adopted April 1, 2012)

ADD:

The following Item P-631-Refined Coal Tar Emulsion With Additives, Slurry Seal Surface Treatment

Note: This Specification is from Federal Aviation Administration (FAA) Advisory Circular AC 150/5370-10H-Standards for Specifying Construction of Airports. As a result, it differs significantly from the Item 625 Specification used in prior projects at Illinois Airports. The Contractor should make themselves aware of the differing and additional requirements resulting from the use of this specification.

DESCRIPTION

<u>631-1.1</u> This item shall consist of a mixture of emulsified asphalt, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt pavement surface, including airport pavements serving airplanes 12,500 pounds or less, roads, and other general applications. The purpose of this refined coal tar emulsion product is to provide a fuel-resistant surface where pavements are subjected to fuel spills. The application of the surface treatment shall be in accordance with these specifications and shall conform to the dimensions shown on the plans or as directed by the Resident Project Representative (RPR).

<u>631-1.2 General.</u> This item shall consist of a mixture of refined coal tar emulsion, mineral aggregate, additives, and water properly proportioned, mixed and applied as a slurry seal on new or existing (aged) asphalt concrete pavement.

MATERIALS

631-2.1 Refined coal tar emulsion. A refined coal tar emulsion prepared from a high temperature refined coal tar conforming to the requirements of ASTM D490 for grade 11-12. The use of oil and water gas tar is not allowed. Base refined coal tar emulsion must conform to all requirements of ASTM D5727. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

a. Health, safety, and environment. The Contractor must provide a complete Safety Data Sheet (SDS) in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Regulations (Standards – 29 CFR, 1910.1200) which establishes the requirement and minimum information for the MSDS for hazardous materials. The MSDS, Section II, shall include the Chemical Abstracts Service (CAS) registry numbers for all applicable hazardous ingredients in the coal tar emulsion product. The Contractor must provide the manufacturer's certification that the product complies with the Code of Federal Regulation (CFR) Title 40 – Protection of Environment. The manufacturer's certification shall address compliance for Air Programs, Part 59, National Volatile Organic Compound Emission Standards for Consumer and Commercial Products (for the airport location) and Water Programs, Part 116, Designation of Hazardous Substances.

<u>631-2.2 Aggregate</u>. The aggregate shall be washed dry silica sand or boiler slag free of dust, trash, clay, organic materials or other deleterious substances. The aggregate shall meet the gradation in Table 1, when tested in accordance with ASTM C136.

Table 1. Gradation of Aggregates*

Sieve S	Sizo	Percent Retained					
Sieve	Size	Minimum	Maximum				
#20 or coarser	850 μm	0	2				
#30	600 μm	0	12				
#40	425 μm	2	60				
#50	300 μm	5	60				
#70	212 μm	5	60				
#100	150 μm	5	30				
#140	106 μm	0	10				
#200	75 μm	0	2				
Finer than #200	<75 μm	0	0.3				

^{*} Table 1 represents the maximum range of aggregate gradations. In all cases the refined coal tar emulsion supplier is to give written approval of the aggregate used in the mix design.

631-2.3 Additive. As specified by the coal tar emulsion manufacturer.

<u>631-2.4 Water.</u> Water used in mixing or curing shall be from potable water sources and at least 50°F (10°C). Other sources shall be tested in accordance with ASTM C1602 prior to use.

- <u>631-2.5 Crack sealant.</u> Crack sealant shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.
- <u>631-2.6 Oil spot primer</u>. Oil spot primer shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.
- <u>631-2.7 Pavement primer.</u> Pavement primer shall be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion, and approved by the RPR.

COMPOSITION AND APPLICATION

- <u>631-3.1 Composition.</u> The refined coal tar emulsion seal coat is to consist of a mixture of refined coal tar emulsion, water, additive and aggregate, and be proportioned as shown in Table 2. The composition must have written approval of the coal tar emulsion manufacturer.
- 631-3.2 Quantities of materials per square yard (square meter). The Contractor shall submit the recommended formulation of water, emulsion, aggregate and application rate proposed for use to a testing laboratory together with sufficient materials to verify the formulation at least ten (10) days prior to the start of operations. The mix design shall be within the range shown in the below table. No seal coat shall be produced for payment until a mix has been approved by the RPR. The formulation shall pass the fuel resistance test in accordance with ASTM D5727.

The mix for each mixture shall be in effect until modified in writing by the RPR.

Table 2. Composition of Mixture Per 100 Gallons (379 Liters) of Refined Coal Tar Emulsion

Application	Refined Coal Tar Emulsion	Water Gallons	Additive Gallons	Aggregate Pounds	Formula Rate of Application of Mix per Square Yard (Liters)			
Application	Gallons (Liters)	(Liters)	(Liters)	(Liters)	Minimum Gallons (Liters)	Maximum Gallons (Liters)		
Prim	e Coat (where	required) as	specified by	the coal tar e	mulsion manuf	acturer		
1st Seal	100	25-70	2-6	300-700	0.12	0.20		
Coat	(379)	(95-265)	(7.6-22.7)	(136-318)	(0.54)	(0.91)		
2nd Seal	100	25-70	2-6	300-700	0.12	0.20		
Coat	(379)	(95-265)	(7.6-22.7)	(136-318)	(0.54)	(0.91)		

<u>631-3.3 Application rate</u>. Application rates are not to exceed 0.20 gal/yd²/coat (0.91 liters/m²/coat), and at no time are total coats to exceed 0.51 gal/yd² (2.3 liters/m²).

631-3.4 Control strip. Prior to full production, the Contractor shall prepare a quantity of mixture in the proportions shown in the approved mix design. The amount of mixture shall be sufficient to place a control strip a minimum of 250 square yard (209 m²) at the rate specified in the job mix formula. Separate test sections by a minimum of 200 feet between sections. The test area will be designated by the RPR on a representative section of the pavement to be seal coated. The actual application rate will be determined by the RPR during placement of the control strip and will depend on the condition of the pavement surface. The control strip shall be used to verify the adequacy of the mix design and to determine the application rate. The same equipment and method of operations shall be used on the control strip that will be used on the remainder of the work.

5 KNIGHT E/A, INC. 7486.11 8/18/2021 If the control strip should prove to be unsatisfactory, the necessary adjustments to the job mix formula, mix composition, application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and evaluated, if required. Full production shall not begin without the RPR's approval. Acceptable control strips shall be paid for in accordance with paragraph 631-7.1.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the optimum application rate of both emulsion and sand.

CONSTRUCTION METHODS

631-4.1 Weather limitations. The seal coat shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The seal coat shall be applied only when the atmospheric or pavement temperature is 50°F (10°C) and rising and is expected to remain above 50°F (10°C) for 24 hours, unless otherwise directed by the RPR.

<u>631-4.2 Equipment and tools.</u> The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Distributors. Distributors or spray units used for the spray application of the seal coat shall be self-propelled and capable of uniformly applying 0.12 to 0.55 gallons per square yard (0.54 to 2.5 liters per square meter) of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices.

The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.

The distributor shall be equipped with a positive placement pump so that a constant pressure can be maintained on the mixture to the spray nozzles.

- **b. Mixing equipment.** The mixing machine shall have a continuous flow mixing unit capable of accurately delivering a predetermined proportion of aggregate, water, and emulsion, and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together and discharging the material to the spreader box without segregation.
- c. Spreading equipment. Spreading equipment shall be a mechanical-type squeegee distributor attached to the mixing machine, equipped with flexible material in contact with the surface to prevent loss of slurry from the spreader box. It shall be maintained to prevent loss of slurry on varying grades and adjusted to assure uniform spread. There shall be a lateral control device and a flexible strike-off capable of being adjusted to lay the slurry at the specified rate of application. The spreader box shall have an adjustable width. The box shall be kept clean; coal tar emulsion and aggregate build-up on the box shall not be permitted.
- **d. Hand squeegee or brush application.** The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.
- e. Calibration. The Contractor shall furnish all equipment, materials and labor necessary to calibrate the equipment. It shall be calibrated to assure that it will produce and apply a mix that conforms to the job mix formula. Commercial equipment should be provided with a method of

calibration by the manufacturer. All calibrations shall be made with the approved job materials prior to applying the seal coat to the pavement. A copy of the calibration test results shall be furnished to the RPR.

631-4.3 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

631-4.4 Mixing. Blend the coal tar emulsion mixture in the equipment described in paragraph 631-4.2 using the ingredients described in Table 2. The mixing must produce a smooth homogeneous mixture of uniform consistency. (Consult coal tar emulsion supplier for its recommended order of addition of the ingredients.) During the entire mixing and application process, no breaking, segregating or hardening of the emulsion, nor balling or lumping of the sand is to be permitted. Continue to agitate the seal coating mixture in the mixing tank at all times prior to and during application so that a consistent mix is available for application.

Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

<u>631-4.5 Application of slurry seal surface treatment.</u> The aggregate filled slurry seal surface treatment shall be applied at a uniform rate determined in paragraph 631-3.4.

In order to provide maximum adhesion, the pavement shall be dampened with a fog spray of water if recommended by the supplier. No standing water shall remain on the surface.

If a prime coat is required, mix and apply the prime coat as specified in paragraph 631-3.2.

Apply the first coat uniformly to obtain the rate determined in paragraph 631-3.4.

Each coat shall be allowed to dry and cure initially before applying any subsequent coats. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.

Apply the second coat in the same manner as outlined for the first coat.

Additional coats shall be applied over the entire surface as directed by the RPR.

The finished surface shall present a uniform texture.

The final coat shall be allowed to dry a minimum of eight hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.

Where marginal weather conditions exist during the eight-hour drying time, additional drying time shall be required. The length of time shall be as specified by the supplier. The surface shall be checked after the additional drying time for trafficability before opening the section to vehicle traffic.

Where striping is required, the striping paint used shall meet the requirements of Item P-620, shall be compatible with the seal coat and as recommended by the coal tar emulsion manufacturer.

QUALITY CONTROL (QC)

631-5.1 Contractor's certification. The Contractor shall furnish the manufacturer's certification that each consignment of emulsion shipped to the project meets the requirements of ASTM D5727, except that the water content shall not exceed 50%. The certification shall also indicate the solids and ash content of the emulsion and the date the tests were conducted. The certification shall be delivered to the RPR prior to the beginning of work. The manufacturer's certification for the emulsion shall not be interpreted as a basis for final acceptance. Any certification received shall be subject to verification by testing samples received for project use.

The Contractor shall also furnish a certification demonstrating a minimum of three years of experience in the application of coal tar emulsion seal coats.

631-5.2 Sampling. A minimum of one sample per day shall be tested for the properties of Table 2. A random sample of approximately one-quart of the composite mix will be obtained daily by the Contractor and stored in a glass container. The containers shall be sealed against contamination and retained in storage by the Owner for a period of six months. Samples shall be stored at room temperature and not be subjected to freezing temperatures.

A sample of undiluted coal tar emulsion shall be obtained from each consignment shipped to the job.

<u>631-5.3 Records.</u> The Contractor shall maintain an accurate record of each batch of materials used in the formulation of the seal coat and provide the documentation to the RPR daily.

METHOD OF MEASUREMENT

<u>631-6.1</u> The refined coal tar emulsion with additives shall be measured by the square yard. Only the actual quantity of undiluted refined coal tar emulsion with additives will be measured for payment.

631-6.2 Aggregate shall be measured by the ton (kg) of dry aggregate.

BASIS OF PAYMENT

DELETE: 631-7.1

DELETE: <u>631-7.2</u>

ADD:

These prices shall be full compensation for furnishing all materials, preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Payment will be made under:

Payment will be made under:

ITEM AR625510 TAR EMULSION SEAL COAT – PER SQUARE YARD

Weekly Statement of Compliance and Certified Transcript of Payroll

EXHIBIT B1

Contractor or Subcontractor.					Springfield Airport Authority Project Name Payroll No.																
Address														For We	l eek Endin	g					
																1	No Work	Su	spended	☐ Coi	mpleted
(1) Name and Individual Identification Number	(2)	(3)	(4)	St or OT			Hours a	(5) and Days	Worked			(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	Federal WH Tax	FICA	(10) Deduction State WH Tax	S Other	Total Deduction	(11) Wages Paid for Week
				S								0.00		0.00		WITTUA		WITTUA		0.00	0.00
				0								0.00		0.00						0.00	0.00
				S								0.00		0.00						0.00	0.00
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				0								0.00		0.00						0.00	0.00
				S								0.00		0.00						0.00	0.00
				0								0.00		0.00						0.00	0.00
I certify that this Authority's Requ	payro	oll is o	opos	als fo	or this	projec	nd tha	t the w ne clas	age rate sificatio	s con n set	tained t	therein r each	are not laborer	or mech	n the ra	nforms	with th	in Secti ne work	ion 12 k (s)he	a) of the perform	e ned.

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven	(7) days of t	he regular payment date.				
_	(4) That: (a)	WHERE FRINGE BENEFITS A FUNDS OR PROGRAMS	RE PAID TO APPROVED PLANS,			
I, (Name of signatory party) (Title) do hereby state:	_		es paid to each laborer or mechanic listed ints of fringe benefits have been or will be made s of such employees, except as noted in			
(1) That I pay or supervise the payment of the persons employed by	_ (b)	WHERE FRINGE BENEFITS A	RE PAID IN CASH			
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	(c)	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. EXCEPTIONS				
the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	[EXCEPTIONS (CRAFT)	EXPLANATION			
(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:	_	REMARKS				
	with		HIS PROJECT, I certify that the firm has complied applicable to Federally-assisted construction			
(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.	_	THE CONTRACTOR OR SUBCONTRAC SEE SECTION 1001 OF TITLE 18 AND	OF THE ABOVE STATEMENTS MAY SUBJECTOR TO CIVIL OR CRIMINAL PROSECUTION. SECTION 231 OF TITLE 31 OF THE UNITED			
(3) That any apprentices employed in the above period are registered with the Bureau of Apprenticeship and Training. United States Department of Labor.		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.

Sangamon County Prevailing Wage Rates posted on 8/16/2021

						Overtime								
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	BLD		32.73	33.98	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.90	-
ASBESTOS ABT-MEC	All	BLD		32.60	33.60	1.5	1.5	2.0	2.0	9.70	6.25	0.00	0.50	
BOILERMAKER	All	BLD		39.75	43.25	1.5	1.5	2.0	2.0	7.07	25.26	0.00	1.06	
BRICK MASON	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
CEMENT MASON	All	BLD		30.00	32.00	1.5	1.5	2.0	2.0	9.85	15.21	0.00	0.61	
CEMENT MASON	All	HWY		30.00	32.25	1.5	1.5	2.0	2.0	9.85	15.54	0.00	0.62	
CERAMIC TILE FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
ELECTRIC PWR EQMT OP	All	ALL		49.37	58.58	1.5	1.5	2.0	2.0	8.23	13.82	0.00	0.74	
ELECTRIC PWR GRNDMAN	All	ALL		33.54	58.58	1.5	1.5	2.0	2.0	7.76	9.40	0.00	0.51	
ELECTRIC PWR LINEMAN	All	ALL		54.95	58.58	1.5	1.5	2.0	2.0	8.40	15.39	0.00	0.82	
ELECTRIC PWR TRK DRV	All	ALL		35.21	58.58	1.5	1.5	2.0	2.0	7.81	9.86	0.00	0.53	
ELECTRICIAN	All	BLD		38.41	40.91	1.5	1.5	2.0	2.0	8.02	11.85	0.00	0.70	
ELECTRONIC SYSTEM TECH	All	BLD		33.30	35.30	1.5	1.5	2.0	2.0	7.25	10.50	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		37.00	39.00	1.5	1.5	2.0	2.0	6.95	11.47	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		40.18	41.18	1.5	1.5	2.0	2.0	11.04	13.25	0.00	0.85	
IRON WORKER	All	BLD		33.55	35.55	1.5	1.5	2.0	2.0	10.57	16.82	0.00	0.90	
IRON WORKER	All	HWY		34.92	36.67	1.5	1.5	2.0	2.0	10.57	18.16	0.00	0.90	
LABORER	All	BLD		30.23	31.48	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.80	
LABORER	All	HWY		30.67	31.42	1.5	1.5	2.0	2.0	7.25	19.62	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MARBLE MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	20.44	0.00	0.74	
MILLWRIGHT	All	HWY		37.36	39.11	1.5	1.5	2.0	2.0	9.20	21.21	0.00	0.71	
OPERATING ENGINEER	All	BLD	1	39.41	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	BLD	2	36.88	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	BLD	3	33.00	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	

OPERATING ENGINEER	All	BLD	4	41.02	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	1	46.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	2	41.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	3	33.44		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	4	47.64		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
PAINTER	All	ALL		31.98	33.48	1.5	1.5	2.0	2.0	6.45	12.38	0.00	0.65	
PAINTER - SIGNS	All	ALL		31.98	33.48	1.5	1.5	2.0	2.0	6.45	12.38	0.00	0.65	
PAINTER OVER 30 FT.	All	ALL		32.98	34.48	1.5	1.5	2.0	2.0	6.45	12.38	0.00	0.65	
PAINTER PWR EQMT	All	ALL		32.98	34.48	1.5	1.5	2.0	2.0	6.45	12.38	0.00	0.65	
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
PILEDRIVER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
PIPEFITTER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
PLASTERER	All	BLD		34.41	36.16	1.5	1.5	2.0	2.0	9.00	15.19	0.00	0.90	
PLUMBER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
ROOFER	All	BLD		32.21	35.31	1.5	1.5	2.0	2.0	10.40	11.41	0.00	0.50	
SHEETMETAL WORKER	All	BLD		37.37	41.17	1.5	1.5	2.0	2.0	9.55	16.19	0.00	0.83	1.90
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52	
STONE MASON	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
TERRAZZO FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TERRAZZO MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TILE MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TRUCK DRIVER	All	ALL	1	39.96	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	2	40.54	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	3	40.86	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	4	41.21	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	5	42.32	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.43	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.69	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.86	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TUCKPOINTER	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	

<u>Legend</u> **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 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 onthe-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.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco 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 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

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		missioners July 28,	2009; adoption
moved by Commis	sioner_Frank	ylala,	seconded by
Commissioner _ Jin	n Bramse	#	
ROLL CALL:	Yeas:	lays:	
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	APPROVED:	XU	
	Chair, F	Board of Commission	ners
	, , ,	ield Airport Authorit	-
	/ of Sang	amon County, Illino	ois

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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

- 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
- The Local Bidder is legally authorized to conduct business within the State of Illinois, County of Sangamon, and City of Springfield.
- Project. The construction, repair or renovation of a building, runway, parking lot, В. 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.
- Responsible Bidder. A Responsible Bidder shall be defined by the then current C. 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	
NAYS0	4//
ATTEST: Level Detus	APPROVED: The
R. Beverly Peters, Secretary	Frank J. Valla, Chair
Board of Commissioners	Board of Commissioners
Springfield Airport Authority	Springfield Airport Authority