

**Greater Peoria Sanitary District**  
**WWTP Utility Pole Improvements, Project 2**  
**Request for Proposal (RFP)**



**Posting Date on GPSD Website: December 20<sup>th</sup>, 2022**

**Response Due: January 25<sup>th</sup>, 2023, at 3:00 P.M. Central Time (per instructions below)**

**Invitation for Bids**

The purpose of this Request for Proposal (RFP) is to obtain proposals for the provision of services to the Greater Peoria Sanitary District (GPSD or the District) inclusive of the replacement and securing of existing utility poles and accessories within the GPSD, wastewater treatment plant (WWTP) campus located at 2322 S. Darst St. in Peoria, IL. The scopes of the work are described below; the locations of the utility poles within the scope of work are shown on the map made part of this RFP and referenced as Exhibit D; additionally, pictures of the existing utility poles, whose replacement is made part of the scope of work, are included within Exhibit H of this RFP.

All communications regarding this RFP should be directed to:

James E. Sloan, P.E.  
Director of Operations  
via e-mail to [jsloan@gpsd.org](mailto:jsloan@gpsd.org)  
via phone to (309) 272-4860.

To be considered, each provider of services (“Contractor” or “Bidder”) must submit a completed proposal and any additional information requested in the RFP with their proposal packet. The proposal must be signed and include a statement as to the period during which the proposal remains valid; minimally, proposals must remain valid through at least Tuesday, March 21<sup>st</sup>, 2023.

Responses to this RFP will be evaluated based on a selection process based upon the items listed within the section of this RFP titled “Selection Process”.

Every effort will be made to adhere to the following schedule:

- Via upload to GPSD website, distribute RFP on Tuesday, December 20<sup>th</sup>, 2022;
- By the deadline of Wednesday, January 25<sup>th</sup>, 2023, at 3:00 PM, proposals must be submitted;
- Selection of a Contractor by or on February 21<sup>st</sup>, 2023;
- Alternatively, if not selected by or on February 21<sup>st</sup>, 2023; selection of a Contractor by or on March 21<sup>st</sup>, 2023;
- If a Contractor is selected by or on February 21<sup>st</sup>, 2023, completion of all work by the Contractor by or on April 30<sup>th</sup>, 2023; alternatively, if a Contractor is selected by or on March 21<sup>st</sup>, 2023, completion of all work by the Contractor by or on May 31<sup>st</sup>, 2023.

**Scope of Work**

As indicated on the Plan Map included within Exhibit D of this RFP, the Contractor shall replace, secure and, where specified, relocate select utility poles and accessories located within the District’s WWTP campus. Within the context of this scope of work, accessories shall encompass all items associated with replacement poles as necessary to accomplish the purpose of supporting the existing distribution lines, including, but not limited to, crossarms, lightning arrestors, insulators, anchors, guy wires, ground wires, ground rods, hardware, etc. The project objective is for replacement poles and hardware, less any future damage, to

successfully support existing distribution lines for no less than the manufacturer's life expectancies of the poles and accessory components.

**Wood poles** provided shall be in accordance with ANSI O5.1-2022. Wood poles shall be manufactured for the purpose and of the nominal height, material and classification specified on the Plan Map. Poles provided shall include on the face of the pole the markings from the manufacturer, including indications of the supplier, plant location and year of treatment, the species and preservative code and the pole size (height and class).

Wood poles shall be manufactured using either southern pine or Douglas fir and seasoned before delivery. Wood poles provided can be air seasoned, either Boulton or kiln dried or steam conditioned.

Woods poles provided shall be straight throughout the entire length with minimal sweep or curvature; furthermore, wood poles provided shall be new (previously unused) and both free of prohibited defects and generally free of limited defects as defined within ANSI O5.1-2022. Poles provided shall be of the classification specified on the Plan Map. Additionally, the circumference of the wood pole at a distance of six feet from the butt shall not be less than that specified within ANSI O5.1-2022.

Wood poles shall be constructed such that the distance from the butt to the groundline is no less than 10% of the total length of the pole plus two feet. For instance, a pole that is forty feet in length shall have a butt to groundline measurement of no less than six feet.

Replacement **crossarms** shall be of the lengths and materials specified on the Plan Map. Wooden crossarms shall be manufactured of either Douglas fir or Southern Pine in accordance with ANSI O5.3-2015. Crossarms constructed shall be rated sufficiently to safely bear the weight of existing wiring plus accessories assuming both an ice buildup of ½" and 40 mph sustained winds (i.e., a NESC Winter Storm Heavy Loading Zone); furthermore, crossarms shall be both right and left braced to poles on which they are constructed.

**Lightning arrestors** on existing poles to be replaced shall also be replaced with 15kV, new, lightning arrestors, properly grounded in compliance with code. **Insulators** on existing poles to be likewise be replaced in kind, except that existing insulators shall be replaced with porcelain insulators.

Utility pole hardware, such as, but not limited to, bolts, nuts, washers, etc., shall be manufactured using hot-dipped galvanized steel materials with a thick coating specifically designed to resist corrosion in wet-environments. Nut types shall be selected to secure flush-fits against surfaces, mitigate water migration between materials and resist loosening. For instance, concave square nuts might be proposed to secure hardware onto the curved surfaces of utility poles. Hardware materials shall be consistent such that hardware manufactured using dissimilar materials are not joined together. Information about proposed hardware shall be submitted to the District for review prior to the receipt of proposals.

**Anchors** shall be constructed near replacement poles as either specified or as the contractor deems necessary to assure the stability of replacement poles throughout their life expectancies. Anchors shall be the triple-helix type and manufactured using corrosion-resistant materials, as specified above. Guy wires shall be coupled with the anchors to provide the pole stability desired.

For all aspects of project, the Contractor shall be responsible for investigating and determining underground conditions. To the extent possible, and based on existing information sets possessed by the District, District staff will assist the Contractor in the Contractor's understanding of underground conditions. Any underground exploratory excavations required by the Contractor to gather information about underground conditions shall be the responsibility of the Contractor and made part of this scope of work. Any modifications to the scope of work, as represented within this RFP, and made necessary by unforeseen and discovered underground conditions shall be proposed by the Contractor to District Staff.

Prior to the commencement of construction, the Contractor shall submit to the District shop drawing for review and comment. Shop drawings shall be submitted for all project components including, but not limited to, poles, crossarms, braces, insulators, lightning arrestors, anchors and any hardware either listed or not listed within this Scope of Work.

The District anticipates that the completion of the work will require the deenergizing of the distribution lines supported by the infrastructure to be replaced. Since deenergizing will necessitate the disabling of power to processes and buildings within the District's WWTP campus, the Contractor must propose, for approval by the District, a schedule for the completion of the work. The Contractor shall accept comments from the District, modify the proposed plan accordingly, submit the proposed modifications for review and then, once approved by the District, comply the agreed schedule. If the completion of the work will require more than one-working day to complete, the work shall commence on a Friday and be completed by or on the Saturday immediately following; if work can be completed in one day, the District will be more receptive to alternative proposals inclusive of weekdays other than Friday and Saturday.

During the performance of the work, the Contractor shall coordinate activities with GPSD staff for the purposes of both deenergizing the circuit in question and minimizing the impact of the work to GPSD operations. The District will make available members of GPSD staff authorized to disable and reenale the circuit. Additionally, the Contractor shall take all measures that can be taken to minimize the duration of power outages to the processes and buildings of the District including, but not limited to, the provision of sufficient equipment and labor to expediently complete the work and maximizing the preparation of replacement materials prior to the disabling of power.

During the performance of the work, the Contractor shall complete the work such that existing lines, conduits and hardware such as transformers, etc., are supported throughout the completion of the work and protected from damage. The existing infrastructure referenced shall be connected, by the Contractor, to the replacement poles, crossarms, etc., in a manner consistent with their existing placement.

Unless specified otherwise by the District, the legal disposal of all removed materials shall be the responsibility of the Contractor.

## **Proposals**

Proposals must be received by the date and time indicated in the section of this RFP titled "Invitation for Bids". All proposals will be property of GPSD.

Proposals can be received in either hardcopy or electronic, PDF, format. Proposals in PDF format shall be sent via email using the following address: [jsloan@gpsd.org](mailto:jsloan@gpsd.org).

Any hardcopy of a proposal must be provided by a contractor in an envelope on which it is clearly marked "Request for Proposals – WWTP Utility Pole Improvements, Project 2"; also, an envelope must include the contractor's name and address on the upper left-hand corner of the envelope. Proposals must be received at GPSD, Attn: James Sloan, Director of Operations, 2322 S. Darst St., Peoria, IL 61607.

Bidders interested in submitting proposals shall comply with and be aware of the following:

1. On the form provided, and attached to this RFP as Exhibit A, clearly outline the unit prices for each item, the item totals and the sum of the item totals. Where either the item totals or the sum of the item totals is inconsistent with the unit prices submitted, the unit prices shall supersede and govern any mathematical error(s);
2. Bidders shall complete the appropriate portion of the form provided as Exhibit B of this RFP, titled "Declaration of Proposal Authorization";
3. Bidders shall complete the form provided as Exhibit C of this RFP, titled "Non-Collusion Affidavit";
4. Bidders shall complete the form provided as Exhibit E of this RFP, titled "Affidavit of Compliance";

5. Bidders shall complete the form provided as Exhibit F of this RFP, titled “Contractor Safety”;
6. Prior to the release of final payment to the Contractor, for all suppliers and subcontractors who provide assistance to the Contractor in the completion of the work, the Contractor shall provide, to the District, fully executed final waivers of lien, the form of which shall be used is included within the RFP as Exhibit G;
7. Costs to be included in the unit prices for utility pole removal and replacement shall include, but not be limited to, costs associated with the following: all administration necessary for the completion of the work; all insurance required for the completion of the work; all planning necessary to complete the work, including, but not limited to, monitoring of weather conditions and adjustment of proposed plans in response to District comments and restrictions; the investigation of underground utilities at and in proximity to the locations of the work, including coordination with District staff; prior to the removal of existing infrastructure from service, the preparation of replacement infrastructure for placement into service; the assessment of hazards near the locations of the work and implementation of measures necessary to avoid damages resulting therefrom; mobilization of equipment and labor to the locations of the work; any necessary traffic control measures; prior to the removal of infrastructure to be removed, the temporary securing and supporting of existing infrastructure to remain, such as, but not limited to, conduits, wires, etc.; the removal of all infrastructure to be replaced, including, but not limited to, poles, crossarms, braces, insulators, lightning arrestors, etc.; as directed within this RFP, the construction of replacement infrastructure including, but not limited to, poles, crossarms, braces, anchors, wires, insulators, arrestors, etc.; the placement of existing infrastructure to remain on constructed poles, crossarms, etc.; legal and offsite disposal of removed infrastructure; after the reenergizing of disabled circuits, assurance of the proper functioning of all constructed components and the circuit; the demobilization of personnel and equipment from testing locations; and the acquisition and submittal of all required final waivers of lien.
8. Specify a primary contact(s) anticipated to be involved in the fulfillment of the potential agreement(s);
9. Proposals shall confirm that neither the bidder nor any employee would be in a conflict of interest with respect to the proposal if the bidder were to be selected as the contractor;
10. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under the agreement;
11. Quantities included within the form of proposal included as Exhibit A are only estimates for the total scope of work to be performed. The Contractor shall not be allowed to make any claim for loss and additional compensation if the final scope of work deviates in any manner from the estimated quantities reflected within this RFP; and
12. The successful bidder shall provide the Greater Peoria Sanitary District (GPSD or “the District) with an original certificate of insurance naming GPSD as an additional insured. It is the successful bidder’s responsibility to provide the District with an updated Certificate of Insurance upon expiration of any coverage indicated within the original certificate.

The successful bidder shall either provide said insurance within ten (10) calendar days after notification of award or the District reserves the right to rescind said award. Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The successful bidder must minimally carry **commercial general liability** coverage as listed below:

Per Occurrence:	\$1,000,000;
Personal & Advertising Injury Aggregate:	\$2,000,000;
General Aggregate:	\$2,000,000;
Products/Completed Operations Aggregate:	\$2,000,000; and
Fire Damage Legal Liability:	\$500,000.

Contractor shall, one, name Additional Insureds, as hereinafter defined, as additional insureds both for ongoing and completed operations, and, two, procure and maintain Additional Insured Endorsements for the benefit of Additional Insureds which include provisions that the coverage provided for such Additional Insureds is primary to and without contribution from any other coverage available to Additional Insureds. Such Additional Insured Endorsements shall be issued on ISO Form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or CG 20 10 07 04 and CG 20 37 07 04. Endorsements that exclude or restrict coverage for the following shall not be acceptable:

1. where work takes place within fifty (50) feet of a railroad;
2. explosion, collapse or underground hazards where the work involves such hazards;
3. claims by one insured against another insured if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be coverage for the claim;
4. claims for property damage to the Contractor's work arising out of the products/completed operations hazard where the Work was performed by a Subcontractor;
5. claims for indemnity arising out of injury to employees of the insured;
6. claims related to residential, multifamily, or other habitational projects, if the work is to be performed on such a project; and
7. claims related to earth subsidence or movement, where the work involves such hazards.

Furthermore, the successful bidder shall agree to indemnify the District against all claims of any nature, which might arise as a result of the successful bidder's negligence in operations or conduct of work while on District property.

The successful bidder must minimally carry **automobile liability insurance** covering Owned, Non-owned, and Hired Automobiles, with a limit of at least \$1,000,000 Combined Single Limit for Bodily Injury, Death and Property Damage arising out of the ownership, maintenance and use, along with any other statutorily required coverage. The Contractor shall name the Additional Insureds (as that term is defined below) as additional insureds and shall include provisions that the coverage provided is primary to and without contribution from any other coverage available to Additional Insureds.

The successful bidder must minimally carry **workers' compensation insurance** in form and amounts required by law, and **Employer's Liability Insurance** with a minimum limit of \$2,000,000 for bodily injury for each accident, \$2,000,000 for bodily injury by disease, and \$2,000,000 bodily injury by disease/each employee.

The successful bidder must minimally carry **umbrella liability insurance** in excess of the requirements for the underlying Commercial General Liability insurance, Commercial General Liability insurance, and the Employer's Liability portion of the Workers' Compensation insurance, such Umbrella Liability Insurance to have policy limits of not less than \$1,000,000 per occurrence and in the aggregate on a per-project basis. Contractor shall name Additional Insureds as additional insureds and shall include provisions that the coverage provided is primary to and without contribution from any other coverage available to Additional Insureds.

Insurance coverages provided shall comply with the following general requirements;

1. Waiver of subrogation in favor of the additional insureds on all policies;
2. Except as provided otherwise in Paragraph 2(a), all required insurance shall;
3. Be maintained with companies having a minimum A.M. Best rating of A-VIII;
4. Be authorized to do business in the jurisdiction in which the project is located;
5. Provide at least thirty (30) days' written notice be given to Owner before cancellation or material change in the policies (or such other notice period as authorized by applicable state law), except for at least ten (10) days' written notice if for nonpayment of premium;
6. As evidence of required coverage, Contractor shall deliver to Owner at least five (5) calendar days prior to commencing the Work Certificates of Insurance and copies of applicable endorsement:
7. Naming as additional insureds (except for Workers' Compensation) the Additional Insureds indicating the required coverages;
8. Evidencing the provision for thirty (30) days' written notice of cancellation or material change to the Owner (or such other notice period as authorized by applicable law);
9. Showing all deductibles, self-insured retentions, policy periods, and limits of liability;
10. Evidencing required waivers of subrogation and that such policies are primary to and noncontributory with other policies available to additional insureds;
11. Bearing the signature of party authorized by the insurers to issue such certificates and endorsements;
12. The amount of insurance available to the additional insureds shall be for the full amount of any loss up to the policy limits of liability and shall **not** be limited to the minimum limits required by the construction contract; and
13. No policy shall include a self-insured retention of more than \$25,000.00.

The following statement pertaining to additional insureds shall be applicable to all provided coverages: The Greater Peoria Sanitary District and, with respect to each, its direct and indirect managers, members, partners, officers, directors, trustees, employees, attorneys, and other principals and agents, including but not limited to, consulting engineers and related entities.

### **Selection Process**

GPSD reserves the right to reject all bids, award the agreement(s), interview bidders, negotiate specific terms of the agreement, and make other adjustments as required in consultation with bidders. Proposals will be evaluated based on the following, in no particular order:

- The bidder's ability to follow all instructions set forth in this RFP; and
- The submitted unit prices(s) for services provided, as calculated by multiplying the unit costs by the estimated quantities and summing the totals for each item.

### **Agreement**

The form of an agreement will be provided to the chosen contractor after conclusion of the process detailed above. The following section, titled "Terms and Conditions", is intended to inform bidders of the anticipated

terms and conditions of an agreement for the provision of services in accordance with the scope of work detailed above.

## **Terms and Conditions**

Throughout the duration of the Agreement (contract), the contractor shall fulfill the terms and conditions below:

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of GPSD properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by GPSD.
3. All work must be completed in compliance with the "GPSD Safety Policy" as made part of this RFP as Exhibit F. Prior to the initiation of work, the contractor must read, execute and provide GPSD with a signed-copy of the GPSD Contractor Safety Policy.
4. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of GPSD. The Contractor shall inform GPSD of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of GPSD, GPSD reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.
5. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of GPSD; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.
6. The contract may be canceled or annulled by GPSD in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. GPSD reserves the right to terminate the service at any time during the term of the contract upon five (5) days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by GPSD, shall constitute contract default.
7. The Contractor shall supply both cell phone numbers and daytime office numbers of supervisors handling this contract. The Contractor shall return all calls within one hour of GPSD placing the call. On-site response time for complaints must be made within twenty-four (24) hours of the initial call being made by GPSD. The Contractor must assign an English-speaking crew leader to monitor all work being performed within GPSD. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
8. The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to GPSD for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.

Furthermore, costs to be included in the unit prices for utility pole removal and replacement shall include, but not be limited to, costs associated with the following: all administration necessary for the completion of the work; all insurance required for the completion of the work; all planning necessary to complete the work, including, but not limited to, monitoring of weather conditions and adjustment of proposed plans in response to District comments and restrictions; the investigation of

underground utilities at and in proximity to the locations of the work, including coordination with District staff; prior to the removal of existing infrastructure from service, the preparation of replacement infrastructure for placement into service; the assessment of hazards near the locations of the work and implementation of measures necessary to avoid damages resulting therefrom; mobilization of equipment and labor to the locations of the work; any necessary traffic control measures; prior to the removal of infrastructure to be removed, the temporary securing and supporting of existing infrastructure to remain, such as, but not limited to, conduits, wires, etc.; the removal of all infrastructure to be replaced, including, but not limited to, poles, crossarms, braces, insulators, lightning arrestors, etc.; as directed within this RFP, the construction of replacement infrastructure including, but not limited to, poles, crossarms, braces, anchors, wires, insulators, arrestors, etc.; the placement of existing infrastructure to remain on constructed poles, crossarms, etc.; legal and offsite disposal of removed infrastructure; after the reenergizing of disabled circuits, assurance of the proper functioning of all constructed components and the circuit; the demobilization of personnel and equipment from testing locations; and the acquisition and submittal of all required final waivers of lien.

9. Once all work has been completed in a satisfactory manner and the specifications stated herein have been met, payment for services and purchases shall be made within forty-five (45) days following receipt of an invoice from the Contractor.
10. This Contract is for the performance of “public works” as that term is defined by 820 ILCS 130/0.01 et.seq. Not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a Court on review shall be paid to all laborers, worker and mechanics performing work under this Contract. The Contractor shall recognize that the prevailing rates of wages are revised by the Department of Labor and are available on the Department’s official website. The Contractor shall be responsible for monitoring changes to the prevailing rates of wages as revised by the Department of Labor.
11. The Contractor to whom the work is awarded shall comply with the requirements of Sanitary District Ordinance No. 579 as may be amended from time to time, cited as the Employment of Trained Workers on Construction Contracts. The Contractor shall submit an affidavit stating compliance with this Ordinance at the time of bid. The form of the required affidavit has been included within this RFP as Exhibit E.
12. The Contractor hereby guarantees all the work furnished under this Contract against any defects in workmanship, materials, or restoration for a period of two (2) years following the date of Final Payment. Under this guarantee the Contractor agrees to make good without delay at his own expense any failure of any such parts due to faulty materials or construction within the limits of the Specifications and further shall make good any damage to any part of the work caused by such failure.

**EXHIBIT A  
PROPOSAL**

Item	Item Description	Unit	Quantity	Unit Price (\$)
1	Utility Pole 8 Removal and Replacement	LS	1	
2	Utility Pole 9 Removal and Replacement	LS	1	
3	Utility Pole 10 Removal and Replacement	LS	1	
4	Utility Pole 11 Removal and Replacement	LS	1	
			TOTAL	

Proposal Expiration Date: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

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**EXHIBIT B**

**DECLARATION OF PROPOSAL AUTHORIZATION**

The undersigned hereby certify that they have examined the Specifications and the form of contract for \_\_\_\_\_, located in the County of Peoria, State of Illinois.

(FOR CORPORATION)

IN WITNESS WHEREOF the Bidder has duly executed this proposal in its corporate name, by its officers duly authorized in that behalf, and attached its corporate seal hereto, this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_

A CORPORATION OF STATE OF \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

By \_\_\_\_\_

President

(Corporate Seal)

Bidder's Address: \_\_\_\_\_

.....

(FOR PARTNERSHIP)

GIVEN under our hands and seals, this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Partners doing business under the name and style of

\_\_\_\_\_

Bidder's Address: \_\_\_\_\_

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**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT**

The Sanitary District requires of any bidder, to whom it may make an award of the principal Contract, a non-collusion affidavit in the form designated below. The completed non-collusion affidavit shall be submitted with the bidder's proposal.

STATE OF \_\_\_\_\_)

)

)<sup>ss</sup>

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

\_\_\_\_\_

Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2023.

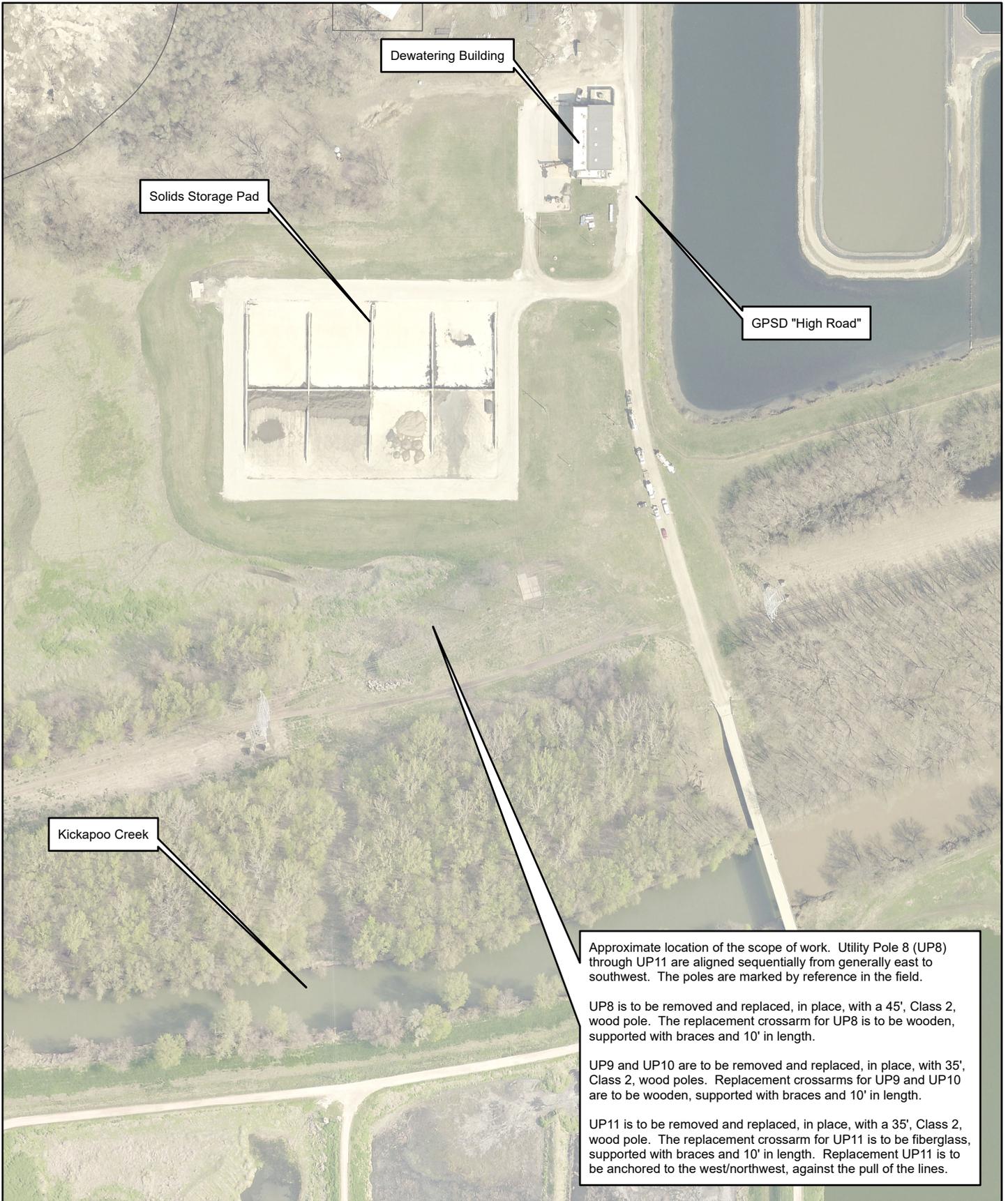
Seal of Notary

\_\_\_\_\_

Notary Public

\*NOTE - In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

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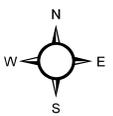
Dewatering Building

Solids Storage Pad

GPSD "High Road"

Kickapoo Creek

Approximate location of the scope of work. Utility Pole 8 (UP8) through UP11 are aligned sequentially from generally east to southwest. The poles are marked by reference in the field.  
UP8 is to be removed and replaced, in place, with a 45', Class 2, wood pole. The replacement crossarm for UP8 is to be wooden, supported with braces and 10' in length.  
UP9 and UP10 are to be removed and replaced, in place, with 35', Class 2, wood poles. Replacement crossarms for UP9 and UP10 are to be wooden, supported with braces and 10' in length.  
UP11 is to be removed and replaced, in place, with a 35', Class 2, wood pole. The replacement crossarm for UP11 is to be fiberglass, supported with braces and 10' in length. Replacement UP11 is to be anchored to the west/northwest, against the pull of the lines.



1 inch = 200 feet



Exhibit D  
Project 2777; Plan Map  
December 20, 2022

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Exhibit E

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF COMPLIANCE**

Affiant's Name: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
Type of entity:  Sole proprietor;  Partnership  
 Corporation;  Limited Liability Company  
 Other: \_\_\_\_\_

Project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant, being duly sworn, deposes and represents that:

1. He/She has the express actual authority to bind the Contractor to this Affidavit, has sufficient knowledge to make this Affidavit, and is under no legal disabilities;
2. As it pertains to the Project described above, Affiant is and will remain in compliance with The Greater Peoria Sanitary and Sewage Disposal District Ordinance No. 579, an ordinance requiring employment of trained workers on construction contracts in The Greater Peoria Sanitary and Sewage Disposal District of Peoria County, Illinois, as may be amended from time to time, until completion of the Project,
3. Affiant understands and acknowledges that The Greater Peoria Sanitary and Sewage Disposal District intends to and will rely on the representations made in this Affidavit.

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

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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ORDINANCE NO. 579

OF THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

AN ORDINANCE REQUIRING EMPLOYMENT OF TRAINED WORKERS ON CONSTRUCTION CONTRACTS IN THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT OF PEORIA COUNTY, ILLINOIS

WHEREAS, The Greater Peoria Sanitary and Sewage Disposal District, from time to time, prepares specifications, advertises, and awards bids, for the construction of various public works projects for the said District; and

WHEREAS, the Board of Trustees of The Greater Peoria Sanitary and Sewage Disposal District desire to award the contracts for the construction of such projects to the lowest responsible bidder, in accordance with the applicable Illinois Law; and

WHEREAS, the said Board of Trustees believes that it is the obligation of the District 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 of the District, and it is further the obligation of the District to encourage those to whom such construction contracts are awarded to comply with such statutes as well, and it is further the obligation of the District to encourage those to whom construction contracts are awarded to develop and maintain apprenticeship and training programs in order to provide a pool of qualified and skilled workers within the Peoria area; and

WHEREAS, the Board of Trustees of the said The Greater Peoria Sanitary and Sewage Disposal District desire to adopt resolutions and follow practices and procedures designed to ensure, to the maximum extent possible, that it, and those with whom it contracts, do comply with the said state and federal statutes, and provide apprenticeship and training programs.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, Peoria County, Illinois, as follows:

Section 1: Any contractor and subcontractor awarded a contract by the District shall participate in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all laborers, workmen and mechanics employed on the project.

Section 2: This Ordinance shall be in full force and effect on March 15, 2011.

PASSED BY THE BOARD OF TRUSTEES OF THE GREATER PEORIA  
SANITARY AND SEWAGE DISPOSAL DISTRICT THIS 15th DAY OF June, 2010.



THE GREATER PEORIA SANITARY  
AND SEWAGE DISPOSAL DISTRICT

By: *Michael J. Mabe*  
It's President

(SEAL)  
ATTEST:

*Christopher S. McCl*  
It's Clerk

Passed: June 15, 2010  
Approved: June 15, 2010

AYE: 5  
NAY: 0  
ABSENT: 0

Company		Location
Greater Peoria Sanitary District		Peoria, IL
Standard No.	Standard Title	Revision Date
SP137	Contractor Safety	08/25/2020

## **Contractor Safety**

### **Purpose**

Safety is of utmost concern at the District and management's commitment to safety is our highest priority. For this reason, we require all contractors to review this safety policy prior to beginning any work and to sign a statement of understanding before being allowed to begin work at the treatment plant or on the collection system. Please read the policy, then sign and date the form.

1. Contractor and their subcontractors shall comply with all OSHA requirements. It shall be the responsibility of the Contractor to ensure that OSHA requirements are met by their employees, subcontractors, and subcontractors' employees. In no event shall the District be required to monitor or enforce OSHA requirements on Contractor, Contractor's employees, subcontractors, or subcontractors' employees.
2. Contractor shall indemnify and hold the District and their agents harmless from and against all claims, demands, actions, penalties, fines, and liabilities (including costs and reasonable attorney's fees) including claims for injury to person or property or death, which may proximately arise from or be connected with an occurrence involving contractor's employees, subcontractors or agents while engaged in the performance of work activities for the District.
3. It is the contractor's responsibility to review these requirements/expectations with its employees and subcontractors prior to beginning any work.
4. In accordance with the "Right-To-Know" law, contractors/subcontractors should inform appropriate District management and/or supervisory personnel whenever substances that could be potentially hazardous are being considered for use on District property or in District facilities. A Safety Data Sheet for such substances must be made available for the District's review PRIOR to the substance's arrival or use. Contractors/subcontractors should also inform appropriate management and/or supervisory personnel when the work being performed will create potentially hazardous conditions such as high noise levels from tools or equipment, fumes from welding or painting, or other physical conditions that have the potential to have an adverse health effect on others working around the area where work is being performed.
5. It is the contractor's and their subcontractor's responsibility to provide required Personal Protective Equipment (PPE) necessary to perform the work and to ensure these PPE are in good working condition prior to use.
6. Safety glasses must be worn at all times while working in the treatment plant and/or collection system. Protective eyewear must meet the ANSI Z87 standard for protective eyewear.
7. Protective toe footwear is required for all work being performed at the treatment plant and/or collection system.

<b>Company</b>		<b>Location</b>
Greater Peoria Sanitary District		Peoria, IL
<b>Standard No.</b>	<b>Standard Title</b>	<b>Revision Date</b>
SP137	Contractor Safety	08/25/2020

8. Any necessary specialized PPE, such as welding helmets, respirators, etc., shall be provided by the contractor or their subcontractors and it is the responsibility of the contractor and subcontractor to ensure these PPE are in good working condition prior to use.
9. Contractors and their subcontractors are expected to comply with all OSHA requirements regarding Excavations and Trenching. This includes having a Competent Person at the jobsite.
10. Contractors and their subcontractors are expected to comply with all OSHA requirements regarding Confined Space Entry procedures.
11. Contractors and their subcontractors are expected to comply with all OSHA requirements regarding mobile elevating work platforms.
12. The District follows the OSHA Lock Out/Tag Out standard. Contractors and their subcontractors are expected to follow this standard and to properly lock out equipment as necessary when performing work inside a machine's point of operation. It is the contractor's and subcontractor's responsibility to provide locks, hasps, and other lock out devices as necessary based on the work being performed.
13. First-aid supplies are available and will be provided if necessary. If an injury is sustained and requires medical treatment, then the appropriate emergency response agency will be notified. It is the contractor's and subcontractor's responsibility to provide medical care and worker's compensation insurance for all employees who are or may become injured during the course of their work on District projects.
14. Infractions of any safety and/or environmental requirements will be reviewed by either the Director of Planning & Construction and/or the Director of Operations with the Contractor. In the case of serious violations, violators may be asked to vacate District property.

By signing below, I understand this Contractor Safety policy as it has been written and agree to each provision contained therein. I further understand that the Greater Peoria Sanitary District takes no responsibility for incidents that result in injury, death, or property damage caused by the actions of the contractor or their subcontractors. I also attest that I have reviewed this Contractor Safety policy prior to beginning the work and that I am duly authorized to sign this statement of understanding.

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

Name (print): \_\_\_\_\_

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

Job Title: \_\_\_\_\_

Company: \_\_\_\_\_

**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS  
COUNTY OF PEORIA

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned \_\_\_\_\_ has been employed by \_\_\_\_\_ to furnish **labor and/or materials for** the \_\_\_\_\_ at the premises know as \_\_\_\_\_ in the County of Peoria, State of Illinois, and legally described as: \_\_\_\_\_

of which The Greater Peoria Sanitary and Sewage Disposal District (the "District") is the owner or party with rights therein.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim or right of lien under state statutes relating to mechanics liens on the above-described premises and improvements thereon, including any public funds apportioned for the project, and on the monies or other considerations due or that may become due from the owner on account of labor or services, material, fixtures, apparatus, or machinery (including extras) heretofore furnished, or that may be furnished at any time hereafter by the undersigned, to or on account of said owner, for the above-described premises. Further, the undersigned indemnifies and holds the District harmless from and against any such claims of them or third parties.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature and Seal:

\_\_\_\_\_ Contractor Company Name

By:

\_\_\_\_\_ Signature & Title

NOTE: All waivers must be for the total amount paid. If the waiver is for a partnership, the partnership name should be used. Also, the partner should sign and designate himself as a partner. If the waiver is for a corporation, the corporate seal must be affixed. The corporate name should be used, and the title of the officer signing the waiver should be specified.

**AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF PEORIA

The undersigned, first being duly sworn, on oath deposes and says that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ who is the contractor for the \_\_\_\_\_ work on the above-described premises; that the total amount of the contract, including extras, is \$ \_\_\_\_\_, of which payment in the amount of \$ \_\_\_\_\_ has been received prior to this payment. The undersigned further states that the following are the names of all parties who have furnished material and/or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for materials entering into the construction thereof and the amount due or to become due to each, and that the items listed include all labor and material required to complete said work according to plans and specifications.

Moreover, there are no other contracts or subcontracts for said work outstanding, and there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done in connection with said work other than above stated. Furthermore, all waivers are true, correct, and genuine, and delivered unconditionally and there is no claim, either legal or equitable, to defeat the validity of said waivers.

Name, Address & Telephone No.	Labor & Materials Supplied	Contract Price	Amount Previously Paid	Amount of Current Draw	Balance Due
Total Labor & Materials to Complete					

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Notary Public

**You are required by law to provide the District with your current taxpayer identification number. Taxpayer Identification / Social Security Number: \_\_\_\_\_**

**Certification: Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.**

\_\_\_\_\_ Signature of Contractor

\_\_\_\_\_ Date

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Utility Pole 8



Utility Pole 9



Utility Pole 10



Utility Pole 11

