

Greater Peoria Sanitary District

Mechanical Services

Request for Proposal (RFP)



Posting Date on GPSD Website:

Response Due: April 26th, at 3:00 P.M. Central Time (per instructions below)

Invitation for Bids

The purpose of the Request for Proposal (RFP) is to obtain proposals for the provision of various mechanical services to the Greater Peoria Sanitary District (GPSD or the District) throughout calendar year 2024. The scope of the work is described below.

All communications regarding this RFP should be directed to: James E. Sloan, P.E.; Director of Operations; via e-mail to jsloan@gpsd.org; via phone to (309) 272-4860.

To be considered, each interested supplier of mechanical services (“bidder”) must submit, within a packet, completed versions of those items listed within the section below titled “Proposals“. Proposals must remain valid through at least June 19th, 2024.

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

1. Via upload to GPSD website, distribute RFP on April 1st, 2024;
2. On April 10th, 2024, at 9:00 A.M., in the Large Conference Room of GPSD’s Administration/Laboratory (Ad/Lab) Building, GPSD will host a mandatory pre-bid meeting with potential bidders;
3. By the deadline of April 26th, 2024, at 3:00 PM, proposals must be submitted;
4. Selection of an awarded bidder (“Contractor”) by May 21st, 2024;
5. Alternatively, if not selected by, selection of a contractor by June 18th, 2024.

Envelopes with proposals within shall be clearly marked “Request for Proposals – Mechanical Services” and also include on the upper left-hand corner of the envelope the proponent’s name and address; proposals must be received at GPSD, Attn: James Sloan, Director of Operations, 2322 S. Darst St., Peoria, IL 61607.

Scope of Work

Throughout calendar year 2024, the contractor with whom the Greater Peoria Sanitary District (the District) enters into an agreement shall provide mechanical services to the District, generally including, but not limited to, the utilization of trade persons such as plumbers, millwrights, pipefitters, equipment operators and laborers in the repair, maintenance and improvement of the wastewater treatment and conveyance processes, including components (hardware) thereof, within both the wastewater treatment plant (WWTP) and remote wastewater conveyance facilities of the District. Please note that the provision of mechanical services does not include the services of either integration services or other trades such as, but not limited to, electricians or equipment operators.

The District’s wastewater treatment facility is located at 2322 S. Darst St. in Peoria, IL; the District’s remote facilities are located throughout the Peoria-metro area. The District’s processes and components (hardware) are typical of a wastewater utility of the size and function of the Greater Peoria Sanitary District.

Mechanical services shall be provided by the Contractor in both a planned manner and in response to unplanned mechanical needs of the District. Generally, the District requires planned mechanical services during regular business hours; however, in response to failures during after-hours, including weekends and holidays,

unplanned mechanical services are required. At this time, District staff cannot know either the quantities of mechanical services that will be required during either regular or after-hours.

The Contractor with whom the District enters into an agreement (the “Agreement” or the “contract”) for the provision of such services shall be compensated on a time and material basis. The Contractor shall be compensated for the provision of classifications of labor included within the Agreement on an hourly basis; for both materials and equipment rentals, the Contractor shall be compensated based on both receipts provided and markup rates made part of the Agreement.

Upon requests by District staff, the Contractor shall provide estimates of all costs necessary to complete defined scopes of work. The Contractor shall be solely responsible for the means and methods utilized to complete the desired ends; however, since the Contractor’s work has the potential to impact the wastewater treatment processes at the District’s WWTP, any and all aspects of the Contractor’s plan for the completion of the work shall be subject to either approval or rejection by the District.

Upon entering into an agreement with GPSD, including the satisfactory provision of specified insurance coverages, the Contractor may have the ability to operate District-owned equipment as part of the completion of the work. Contractor utilization of District-owned equipment may be allowed where agreed-upon between the Contractor and District staff; for example, in lieu of the rental of a man-lift for the completion of work, the Contractor and the District might agree to the use of the existing man-lift within the District’s fleet. Any Contractor utilization of District-owned equipment shall be subject to approval by authorized persons within the District’s staff.

Selection Process

GPSD will consider such matters it considers appropriate in selecting the awarded bidder. In no particular order, evaluation criteria will include:

- The bidder’s ability to follow instructions provided within this RFP;
- Bid totals provided within Exhibit A of submitted proposals;
- The bidder’s relevant experience;
- The bidder’s MBE/DBE status;
- References; and
- If interviews with representatives of bidding parties are desired by the District, information obtained by the District within said interviews.

GPSD reserves the right to reject, for any reason, any and all bids.

Proposals

Proposals for the completion of the work shall include both hourly rates for the provision of the classifications of labor indicated and the percentage markup for the contractor’s provision of materials, rental equipment and contract administration. Bidders who submit proposals for the completion of the work shall provide standard hourly rates for the provision of the following:

1. A journeyman plumber, with a standard plumber’s truck;
2. A plumber’s apprentice;
3. A foreman plumber, with a standard plumber’s truck;
4. A laborer, with a standard laborer’s truck;
5. A laborer’s apprentice;
6. A foreman laborer, with a standard laborer’s truck;
7. A millwright, with a standard millwright’s truck;
8. A millwright’s apprentice;
9. A foreman millwright, with a standard millwright’s truck;

10. A pipefitter, with a standard pipefitter's truck;
11. A pipefitter's apprentice;
12. A foreman pipefitter, with a standard pipefitter's truck;
13. An operating engineer, with a standard operating engineer's truck; and
14. An operating engineer's apprentice.

Unit prices and markup rates submitted shall comply with the conditions provided within the *Terms and Conditions* below.

Bidding quantities provided within the Proposal, as included as Exhibit A, are for comparison of submitted proposals, only, and are not to be interpreted as indicative of quantities to be utilized throughout the duration of the Agreement. As of the Posting Date of this RFP, the District has no knowledge of the quantities of items to be utilized during calendar year 2024. The Contractor shall not make claim for additional compensation if actual quantities utilized differ from those indicated within the Proposal.

Interested bidders shall submit one proposal packet, inclusive of each of the following:

1. A completed proposal, the form of which is provided within Exhibit A. For Items 1 through 14, clearly provide unit costs for each item. For Items 15, 16 and 17, clearly provide the percentage markups for each item in whole numbers; for example, indicate a ten-percent markup as "10%". For any given item, if there is any discrepancy between the item cost and either the unit cost or markup, the unit cost or markup shall govern;
2. On the form provided within Exhibit B, a completed "Declaration of Proposal Authorization";
3. On the form provided within Exhibit C, a completed "Non-Collusion Affidavit";
4. On the form provided within Exhibit D, a completed "Affidavit of Compliance";
5. On the form provided within Exhibit E, a completed "GPSD Standard No. 137; Contractor Safety";
6. Three references of industries that you are currently, or have in the recent past, provide/provided similar mechanical services;
7. One signed copy of this RFP.

Bidders should be aware of the following:

1. All proposals will be property of GPSD;
2. Bidders with intention of submitting a proposal **MUST** attend the mandatory pre-bid meeting to be held on April 10th, 2024, at 9:00 A.M. in the Large Conference Room of the Ad/Lab Building of the GPSD campus located at 2322 S. Darst St., in Peoria; and
3. The lowest proposal will not necessarily be accepted. GPSD reserves the right to consider proposals based on criteria including, but not limited to, both proposed pricing and the MBE/DBE status of bidders, reject all bids, award the agreement(s), interview bidder(s), negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful bidder(s).

Terms and Conditions

The Contractor to whom a Notice of Award is provided will be offered an agreement consistent in form to this RFP. Made part of said agreement will be the terms and conditions below; bidders shall inform themselves of all the terms and conditions under which the work is to be performed and incorporate all expenses necessary to comply within submitted unit prices:

1. 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;

2. The Contractor and all personnel provided by the Contractor shall at all times comply with all aspects of the most recent versions of the District safety policies. At any time, the District safety policies are available for viewing by both the Contractor and all personnel provided by the Contractor;
3. The Contractor shall be responsible for assuring that personnel provided by the Contractor remain in compliance with all applicable federal, state and local ordinances, regulations, statutes, laws, etc., including, but not limited to those, pertaining to the safe completion of the work;
4. Any damage of public or private property caused by the Contractor's operations shall be resolved 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 either a timely or productive manner, as determined by the District, exclusively, 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;
9. Once all work has been completed in a satisfactory manner and the specifications stated herein have been met, payment for services, purchases and rentals shall be made within forty-five (45) days following receipt of an invoice from the Contractor;
10. For each scope of service described within this RFP, the District shall designate persons authorized to order services from the Contractor;
11. Administration of services provided shall be performed to the satisfaction of the District. Administrative services shall include, but not limited to, the accounting for items and quantities utilized, including labor, equipment and materials purchased or rented, detailed invoicing. the demonstration to the District of the acquisition of needed insurance coverages and the administration of personnel;
12. In a format acceptable to the District, invoices shall be provided monthly or commensurate with the frequency of the services provided;
13. The Contractor must be able to respond to and comply with all elements listed in this RFP. Failure to comply can and will result in termination of the Agreement;

14. The District anticipates executing an agreement for durations expressed within this RFP; however, if in the best interest of the District, the District reserves the right to negotiate longer agreement durations;
15. Prior to receipt of a Notice to Proceed, the Contractor shall provide to the District a certificate(s) demonstrating compliance with the requirements set forth in Section 019 of the District's Specifications, made part of this RFP as Exhibit G. For the purpose of complying with Section 019, the Contractor shall assume a project value of less than \$1,000,000;
16. Trucks utilized by a given trade, including a foreman, and are to be equipped with tools and equipment both common to the trade and necessary for the completion of work within an industrial facility. Expenses resulting from the use of said tools towards the completion of work on behalf of the District shall be made part of unit costs included within the Proposal;
17. Contractor charges for the provision of labor shall include only the sum of charges resulting from, one, time spent on-site at the places of work completed on behalf of the District and, two, that time spent procuring either materials or equipment necessary for the completion of said work; charges for either travel to and from the places of work at both the beginning and end of each day shall not be included within charges by the Contractor to the District;
18. Both minimum charges for the provision of labor and overtime shall be consistent with the Contractor's agreement with the local of the trade(s) in question;
19. Materials to be paid shall be only those used in the performance of work for GPSD. Compensation for materials purchased shall be based upon receipts provided by the Contractor to the District plus the agreed percentage markup;
20. Compensation for equipment rentals shall be:
 - a. only for only that equipment used in the performance of work for GPSD;
 - b. only for durations of time that the rental equipment is used for the completion of work in service to GPSD; and
 - c. based upon receipts provided by the Contractor to the District plus a contracted percentage markup.
21. Journeyman plumbers, millwrights, laborer, pipefitters, foreman, operating engineers, apprentices, etc., provided by the Contractor to perform work on behalf of the District, shall be skilled tradespersons with good standing with local trades;
22. As a percent markup of invoiced costs, that item titled "Administrative Markup" shall include all administrative costs necessary to administer an agreement with GPSD for the provision of mechanical services. Administrative costs shall include, but not be limited to, costs resulting from the provision of clerical services, insurance, necessary and compliant safety measures, etc. Compensation for administrative charges shall be based upon the total of charges for labor, materials and equipment plus the agreed percentage markup;
23. The items generally titled "Plumber's Apprentice – All Levels", "Laborer's Apprentice – All Levels", "Millwright's Apprentice – All Levels", "Operating Engineer's Apprentice – All Levels" and "Pipefitters Apprentice – All Levels" shall include apprenticeships of all levels.
24. In the performance of the work, the Contractor's personnel shall be allowed to use the following:
 - a. Utilities provided to the District, such as electricity and water;
 - b. GPSD facilities, such as bathrooms, breakrooms, etc.; and
 - c. As both available and permitted by District staff, District facilities for the storage of tools, equipment and materials; however, the Contractor shall be responsible for protecting all tools, equipment and materials, either owned or rented by the Contractor;
25. The District shall not be responsible for securing and protecting tools, equipment and materials owned by the Contractor;
26. When onsite, foreman shall remain active towards the completion of the work. The Contractor shall not seek compensation from the District for charges resulting from time spent by foreman while not working towards the completion of work for the District;

27. Prior to the issuance of final payment for all charges invoiced throughout the duration of the Agreement, the Contractor shall produce a completed and executed final waiver of lien. The form of the final waiver of lien that is to be produced has been included as Exhibit F of this RFP;
28. If the trades of workers, whose services are provided to the District, have separate highway and building designations, as recognized by the Illinois Department of Labor, the Contractor shall provide to the District the appropriate designation for specific work to be completed. The Contractor shall be compensated for the hourly provision of a specific trades person in accordance with the unit price made part of an agreement, regardless of the highway or building designation.
29. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Owner and its respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

This Agreement, for the provision of _____ services as defined above, is entered into on _____. This Agreement shall expire on _____.

GPSD (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Contractor to sign when proposal submitted

GPSD to sign only if proposal accepted

Exhibit A - Proposal

| Item | Unit | Bid Qty. (Hrs.) | Bid Qty (\$) | Item Description | Unit Cost (\$) | Markup (%) | Item Cost (\$) |
|------|------------|-----------------|--------------|---|----------------|------------|----------------|
| 1 | Hour | 200 | | Journey Plumber with Plumber's Truck, Standard Hourly Rate | | | |
| 2 | Hour | 100 | | Plumber Apprentice - All Levels, Standard Hourly Rate | | | |
| 3 | Hour | 400 | | Foreman Plumber with Plumber's Truck, Standard Hourly Rate | | | |
| 4 | Hour | 200 | | Laborer with a Standard Laborer's Truck, Standard Hourly Rate | | | |
| 5 | Hour | 100 | | Laborer Apprentice - All Levels, Standard Hourly Rate | | | |
| 6 | Hour | 400 | | Foreman Laborer with a Standard Laborer's Truck, Standard Hourly Rate | | | |
| 7 | Hour | 100 | | Millwright with Millwright's Truck, Standard Hourly Rate | | | |
| 8 | Hour | 50 | | Millwright Apprentice - All Levels, Standard Hourly Rate | | | |
| 9 | Hour | 200 | | Foreman Millwright with Millwright's Truck, Standard Hourly Rate | | | |
| 10 | Hour | 200 | | Pipefitter with Pipefitter's Truck, Standard Hourly Rate | | | |
| 11 | Hour | 100 | | Pipefitter Apprentice - All Levels, Standard Hourly Rate | | | |
| 12 | Hour | 400 | | Foreman Pipefitter, with Truck, Standard Hourly Rate | | | |
| 13 | Hour | 100 | | Operating Engineer, Standard Hourly Rate | | | |
| 14 | Hour | 50 | | Operating Engineer's Apprentice - All Levels, Standard Hourly Rate | | | |
| 15 | Dollars | | 15,000 | Materials Markup | | | |
| 16 | Dollars | | 30,000 | Equipment Rental Markup | | | |
| | | | | | | Subtotal | |
| 17 | Percentage | | | Administrative Markup | | | |
| | | | | | | Bid Total | |

NOTE: Please provide values within those boxes bordered in red.

NOTE: The Item Cost for Item 12 is to be the Subtotal amount multiplied by the percentage markup.

Proposal Expiration Date: _____

Bidder's Name: _____

By: _____

Title: _____

Signature: _____

Bidder's Address: _____

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 _____ 2024.

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 _____ 2024.

_____ (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 _____)

)

)^{ss}

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 _____ 2024.

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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Exhibit D

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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Exhibit D (continued)

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.

| | | |
|----------------------------------|-----------------------|----------------------|
| Company | | Location |
| Greater Peoria Sanitary District | | Peoria, IL |
| Standard No. | Standard Title | Revision Date |
| 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: _____

Exhibit F

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.

Table with 6 columns: Name, Address & Telephone No., Labor & Materials Supplied, Contract Price, Amount Previously Paid, Amount of Current Draw, Balance Due. Includes a row for 'Total Labor & Materials to Complete'.

Signed this _____ day of _____, 20__

_____ Signature

Subscribed and sworn to before me

this _____ day of _____, 20__

_____ Notary Public

Legal notice box containing: 'You are required by law to provide the District with your current taxpayer identification number. Taxpayer Identification / Social Security Number: _____' and 'Certification: Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.' Includes lines for 'Signature of Contractor' and 'Date'.

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Exhibit G

SECTION 019 CONTRACTOR'S INSURANCE

1. **Insurance Required of Contractor.** Contractor shall maintain the following insurance without interruption through final completion, and at any time thereafter when Contractor enters the job site to perform corrective Work, and during any additional periods specified herein:
- (a) **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.
 - (b) **Commercial General Liability Insurance** on an "occurrence" basis, including Contractual Liability covering the provisions in the Contract for indemnification arising out of Contractor having waived its right to limit its liability to the amount of workers' compensation benefits paid, and Products/Completed Operations for 10 years after the Work has been completed, with the following minimum limits, or any higher limits as required:

Projects with a Contract value less than \$1,000,000

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

Projects with a Contract value equal to \$1,000,000 and less than \$3,000,000

| | |
|--|-------------|
| Per Occurrence: | \$2,000,000 |
| Personal & Advertising Injury Aggregate: | \$4,000,000 |
| General Aggregate: | \$4,000,000 |
| Products/Completed Operations Aggregate: | \$4,000,000 |
| Fire Damage Legal Liability: | \$ 500,000 |

Projects with a Contract value equal to or greater than \$3,000,000

| | |
|--|-------------|
| Per Occurrence: | \$2,000,000 |
| Personal & Advertising Injury Aggregate: | \$5,000,000 |
| General Aggregate: | \$5,000,000 |
| Products/Completed Operations Aggregate: | \$5,000,000 |
| Fire Damage Legal Liability: | \$ 500,000 |

Aggregate limits shall apply on a **per-location** or **per-project** basis.

Contractor shall (i) name Additional Insureds, as hereinafter defined, as additional insureds both for ongoing and completed operations, and (ii) 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 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
7. claims related to earth subsidence or movement, where the Work involves such hazards

(c) **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.

(d) **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 values specified herein per occurrence and in the aggregate on a per-project basis:

| <u>Insurance Limits Based on Contract Value</u> | |
|---|-------------------------|
| Less than \$1,000,000 | \$1,000,000 of Coverage |
| Equal to \$1,000,000 and less than \$3,000,000 | \$3,000,000 of Coverage |
| Equal to or greater than \$3,000,000 | \$5,000,000 of Coverage |

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.

(e) **Achievement required limits.** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required, and

in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only though the actual payment by the underlying insurers.

2. **Insurance Required by Subcontractors.** Contractor shall, by written agreement, require each of its subcontractors and consultants of every tier (“**Subcontractors**”) to maintain as if they were Contractor the insurance required in Paragraph 1 (including naming the Additional Insureds as additional insureds on the same basis as set forth in Paragraph 1), except that for Subcontractors with a contract value of less than \$50,000 that are performing minor and nonhazardous work, Contractor may, in its reasonable business judgment: (i) permit automobile-liability insurance limits of not less than \$500,000 each accident; (ii) permit Employer’s Liability insurance limits of not less than \$500,000 for each type of claim; (iii) waive or adjust the requirement for commercial umbrella liability insurance as provided below; (iv) permit additional-insured endorsement CG 20 10 and CG 20 37 to have edition dates of “10 01” or “07 04”; and (v) permit insurance coverages to be maintained with companies having a minimum A.M. Best rating of A-/VIII. Contractor assumes all responsibility for monitoring Subcontractor compliance with these requirements.

- (a) Subcontractor’s Umbrella Liability insurance may be adjusted based on the contract amount as follows:
- (i) if the Subcontractor’s contract value is below \$50,000, the requirement for Umbrella Liability insurance may be waived;
 - (ii) if the Subcontractor’s contract value is between \$50,000 and \$149,000, the requirement for Umbrella Liability insurance shall not be less than \$1,000,000 per occurrence on a per-project basis;
 - (iii) if the Subcontractor’s contract value is between \$150,000 and \$999,999, the requirement for Umbrella Liability insurance shall not be less than \$2,000,000 per occurrence on a per-project basis;
 - (iv) if the Subcontractor’s contract value is \$1,000,000 or more, the requirement for Umbrella Liability insurance shall not be less than \$5,000,000 per occurrence on a per-project basis.
- (b) Notwithstanding the foregoing provisions of this Paragraph 2, if a Subcontractor is engaged in any of the activities listed below, Subcontractor shall be required to purchase and maintain insurance as if it were Contractor as required in Paragraph 1, above, including naming the Additional Insureds as additional insureds, except that such Subcontractor shall maintain Umbrella Liability insurance limits of not less than \$5,000,000 per occurrence on a per-project basis:

ACTIVITIES:

High Voltage; Underground Exploration; Cranes; Asbestos Abatement; Façade Cleaning; Façade Repairs

3. **General Requirements.**

- (a) Waiver of subrogation in favor of the additional insureds on all policies.

- (b) Except as provided otherwise in Paragraph 2(a), all required insurance shall:
 - (i) be maintained with companies having a minimum A.M. Best rating of A-VIII;
 - (ii) be authorized to do business in the jurisdiction in which the project is located;
 - (iii) 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.

- (c) 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:
 - (i) naming as additional insureds (except for Workers' Compensation) the Additional Insureds indicating the required coverages;
 - (ii) 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);
 - (iii) showing all deductibles, self-insured retentions, policy periods, and limits of liability;
 - (iv) evidencing required waivers of subrogation and that such policies are primary to and noncontributory with other policies available to additional insureds; and
 - (v) bearing the signature of party authorized by the insurers to issue such certificates and endorsements.

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.

No policy shall include a self-insured retention of more than \$25,000.00.

- 4. **Additional Insureds.** The "Additional Insureds" are as follows: 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.

- 5. **Property Insurance—Insurance for Contractor's Property.** Contractor and Subcontractors are responsible to procure and maintain, at their own expense, property insurance covering the full replacement value of their machinery, tools, and equipment. To the fullest extent permitted by law, Contractor hereby waives, and shall require Subcontractors (including equipment lessors) to waive, all claims against Owner, the other Additional Insureds, and Owner's separate contractors and consultants and their subcontractors and subconsultants, for loss or damage to such machinery, tools and equipment, regardless of the cause. Unless otherwise provided for by agreement by the Parties, Contractor will procure and maintain Builder's Risk insurance for its own benefit.

6. **Receipt or Review by Owner.** Owner shall have the right to inspect and review the insurance policies in their entirety, including all endorsements, and Owner shall be provided with copies of such policies and endorsement upon request. Receipt or review by Owner of such insurance policies, endorsements, and Certificates of Insurance, or failure to request any of them, shall not relieve Contractor of its obligation to comply with the insurance provisions of the Contract and this Section. The obligation to procure and maintain insurance as required by the Contract and this Section is a separate responsibility of Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies and endorsements.

END OF SECTION

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