

SANITARY DISTRICT OF DECATUR
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
LAND APPLICATION
OF
WASTEWATER TREATMENT PLANT BIOSOLIDS TO AREA FARMLAND

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ADVERTISEMENT FOR BIDS

Sealed bids for the LAND APPLICATION OF WASTEWATER TREATMENT PLANT BIOSOLIDS for the Sanitary District of Decatur will be received at the office of the Sanitary District of Decatur at 501 Dipper Lane, Decatur, Illinois 62522 from pre-qualified applicants **until 10:00 A.M. local time on Wednesday, June 12, 2024**, and then at said office publicly opened and read aloud.

The Specifications and Contract Documents are available for download at www.sddcleanwater.org without charge, or by contacting Ashley Bailey at (217) 422-6931, ext. 214 or ashleyb@sddcleanwater.org

Documents are also available for review between 7:00 AM and 3:30 PM M-F at the Sanitary District of Decatur offices located at 501 Dipper Lane, Decatur IL 62522.

Minority Business Enterprises and Women Business Enterprises are encouraged to participate as bidders or subcontractors.

The Sanitary District of Decatur reserves the right to reject any and all Bids and waive any informality in bidding.

Date: May 16, 2024

SANITARY DISTRICT OF DECATUR
LAND APPLICATION
OF
WASTEWATER TREATMENT PLANT BIOSOLIDS
TO AREA FARMLANDS AT AGRONOMIC RATES

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INSTRUCTIONS TO BIDDERS

For: **Land Application of Wastewater Treatment Plant Biosolids to Area Farmland**

Owner: **Sanitary District of Decatur (District, Owner)**

1. **GENERAL**

The Contract Documents and specifications are on file at the office of the Sanitary District of Decatur, 501 Dipper Lane, Decatur, Illinois 62522.

2. **SCOPE**

This Project consists generally of the following work:

Loading, hauling, and applying anaerobically digested biosolids onto local farmland for its beneficial reuse. It is anticipated that 23 million gallons of municipal biosolids will be applied at agronomic rates to area farmlands each year. These biosolids are generated by the Sanitary District of Decatur (District, Owner) at 501 Dipper Lane, Decatur, Illinois and are stored in lagoons located on South Wyckles Road, Decatur, Illinois.

The Contractor will be expected to provide semi-tractors and tanker trailers for the purpose of hauling biosolids. The District has biosolids loading equipment which will be available to the Contractor. The Contractor shall 1) be responsible for the loading, hauling and land application by injection of biosolids at agronomic rates to area croplands, 2) supply and use high flotation/low soil compaction injection equipment that is designed and suitable for application of biosolids and, 3) prepare, maintain, and submit any and all records and reports required by this contract.

The District shall be responsible for the cost and arranging for the delivery of fuel with the District's fuel supplier for Contractor on-road use semi-tractors. Contractor will supply fuel for off-road land application equipment.

The Contract period is for three years, with, up to two (2) one-year extensions, at the Owner's discretion. The Contractor will be notified of the Owner's decision on each extension option at least 120 days prior to the end of the contract.

3. **APPROXIMATE QUANTITIES**

The Owner anticipates that 23 million gallons of biosolids at up to 6% total solids (typically 3.5% - 4.5%) will be applied to area farmlands each contract year. Provisions are detailed in SC-7 of these documents that provide for the increase or decrease in this anticipated quantity.

4. **LAND**

The Contractor shall be responsible for the procurement of agreements to utilize farmland necessary for the biosolids application at agronomic rates. In general, the farmland available for land application shall be within a ten (10) mile driving distance of the biosolids storage facility. Biosolids delivery beyond the ten (10) mile driving distance limit will only be allowed if approved in advance by the Owner.

5. **PRE-QUALIFICATION**

It is the intent of the Sanitary District to only consider bids submitted by qualified bidders. Prospective bidders who have provided biosolid services to the District in the last ten (10) years and currently hold an IEPA land application permit are automatically pre-qualified. Selection of qualified bidders will be determined based on response to the Bidder Pre-qualification Application contained in the Contract Documents. Prospective bidders are required to submit this document by the date and time indicated in the “Advertisement for Bids.” No submittals shall be considered after the due date and the determination of the Sanitary District shall be final. The Sanitary District will evaluate responses and determine the bidders who meet the minimum pre-qualification requirements. Prospective bidders will be notified on May 2, 2024, if they have been pre-qualified or no later than five (5) days before the bid opening date if the bid opening date changes.

6. **BID PROPOSALS**

Sealed bid proposals will be received in accordance with the official “Advertisement for Bids.” Bid proposals must be made on the accompanying blank forms and shall be sealed in an envelope bearing only the printed endorsement “BID for Land Application of Biosolids.” In the case of proposals to be sent by mail, said envelope shall be placed in an outer or mailing envelope, and endorsed “This envelope contains a sealed bid to be read at **10:00 A.M. local time on Wednesday, June 12, 2024.**” Only bids received from pre-qualified bidders shall be opened and read aloud.

All bids must include a bid security in the form of a certified check, a bank draft on a responsible solvent bank, or a bid bond, executed by the bidder as principal and having as surety thereon a surety company approvable by the Owner, payable to the Sanitary District of Decatur, in an amount not less than 5% of the total amount of the bid, the same to be refunded or returned to the bidder as detailed in item 10 herein.

Any bidder may additionally be required to submit financial statements.

The bidder shall sign the bid in the blank space provided, therefore. If bidder is a corporation, the legal name of the corporation shall be set forth, together with the corporate officers on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power-of attorney must be on file with the Owner prior to opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

Permission will not be given for the withdrawal of any bid or proposal for a period of 45 days after the opening thereof, except that any bidder may withdraw their bid personally or by written request at any time prior to the opening of bids.

7. **BIDDER DUTIES**

Bidders shall examine these contract documents and specifications for the work, Owner’s equipment and facilities, and judge for themselves all the circumstances affecting the cost and nature of the work.

Questions concerning any part of the Contract Documents may be submitted in writing to the Owner. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the documents that result from bidders’ written request will be made only by addendum and a copy of such addendum will be mailed or delivered to each prospective bidder holding a set of bid documents.

8. **DELINQUENT BIDDERS**

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former contract with this Owner or who is a defaulter of surety or otherwise upon any obligation to this said Owner.

9. **FILING BIDS**

After bids are opened and read aloud, they shall be placed on file in the office of:

**Sanitary District of Decatur
501 Dipper Lane
Decatur, Illinois, 62522**

10. **BASIS OF AWARD**

It is the desire of the Owner to award a contract to a Bidder with experience in the field of land application of liquid biosolids to agricultural land utilizing equipment designed and suitable for this purpose. It is also imperative that the successful bidder have prior experience in determining agricultural biosolids loading rates and be familiar with current Illinois and U.S. Environmental Protection Agency regulations. Bidders shall supply as part of the Pre-Qualification Process an outline of prior experience and appropriate references.

Award shall be made for a three (3) year contract, with possible one year extensions, for up to two additional years, at the owner's discretion. Owner will notify the Contractor in writing at least 120-days prior to contract expiration if the extensions will be accepted.

Except in cases where the Owner exercises the right to reject any or all proposals, the Owner will award a Contract on the following basis:

- **Lowest responsive, responsible bidder.**

11. **RETURN OF BID DEPOSITS**

The bid deposit of all except the three lowest bidders will be returned within three days after the opening of bids. The bid deposit of the three lowest bidders will be returned within 48 hours after award of the Contract.

12. **RIGHT TO REJECT BIDS**

The Owner reserves the right to reject all bids or to waive any informality in bidding.

13. **MINORITY BUSINESS ENTERPRISES (MBE) AND WOMEN'S BUSINESS ENTERPRISES (WBE) PARTICIPATION**

It is the desire of the Sanitary District of Decatur that MBE and WBE businesses shall have full and fair opportunities to participate in the performance of this contract. Therefore, bidders shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services when possible. Failure to carry out the MBE/WBE participation obligations set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the Sanitary District of Decatur deems appropriate.

All bidders shall provide the following **with their bid**:

- a. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment materials, supplies, and services, in the performance of this contract,

OR

- b. Completed and signed MBE/WBE compliance plan demonstrating how the bidder plans to provide full and fair opportunities for MBE or WBE participation as subcontractors. The compliance plan shall include:
 - i. What affirmative steps the Bidder plans to seek out and consider MBEs and WBEs as potential subcontractors,
 - ii. Any MBEs and WBEs the Bidder plans to solicit concerning their interest, capability, and prices,
 - iii. When the Bidder will conduct identified affirmative steps in item (i) above to provide sufficient time to allow MBEs and WBEs to respond effectively, and shall retain, on file,
 - iv. When the Bidder will provide documentation to substantiate its good faith efforts as described in this section.
 - v. Completed and signed certification from bidder(s), attesting the bidder, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the MBE or WBE business to be used as a subcontractor during the performance of the contracts,

Documentation of Good Faith Efforts to obtain MBE/WBE subcontractors includes:

- a. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the Decatur Herald & Review. **The one-day advertisement (reference attached "suggested" advertisement) must run following pre-qualification approval and prior to bid opening.**

Dates of bidder advertisement: _____
 Date of subcontractor selection: _____

- b. List of all MBE and WBE business enterprises that submitted proposals to the bidder. Specify as MBE or WBE, along with the type of MBE or WBE with the following information:

Name of Company:
 Name of Owners:
 Address of Company:
 E-mail Address of Company:
 Telephone Number:
 Date of Proposal:
 Description of work to be performed
 MBE or WBE Designation

- c. List of MBE or WBE businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided. Failure to provide proper justification for non-utilization of an MBE or WBE may cause a bid to be rejected, termination of the contract or other such remedy as the Sanitary District of Decatur deems appropriate.

- d. In instances where the contractor does not receive any proposals from any MBE or WBE prior to subcontractor selection, the contractor must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements above may cause rejection of the bid as non-responsive unless the bidder provides satisfactory justification for its failure to adhere to the above requirements.

Award Compliance

If any party is found to misrepresent their MBE or WBE compliance prior to awarding a contract, they may be declared to be a non-responsible contractor and therefore ineligible for the contract award. If the project is already under way when the misrepresentation is discovered, then the Sanitary District of Decatur may refer this matter to the Illinois Attorney General.

MBE and WBE Business Participation Documentation - Checklist

If the bidder is a MBE or WBE

They must complete **CERTIFICATION 1**

AND

CERTIFICATION 2,

OR

CERTIFICATION 3 AND CERTIFICATION 5 AND provide documentation of Good Faith Efforts to provide full and fair opportunities for MBE or WBE subcontractors to participate.

In instances where the contractor / bidder(s) does not receive any proposals from MBE or WBE businesses prior to subcontractor selection, the contractor / bidder(s) must also provide **CERTIFICATION 4.**

If the bidder is NOT a MBE or WBE

They must complete **CERTIFICATION 2,**

OR

CERTIFICATION 3 AND CERTIFICATION 5 AND provide documentation of Good Faith Efforts to provide full and fair opportunities for MBE or WBE subcontractors to participate.

In instances where the contractor / bidder(s) does not receive any proposals from MBE or WBE businesses prior to subcontractor selection, the contractor / bidder(s) must also provide **CERTIFICATION 4.**

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

BIDDER CERTIFICATION-MINORITY BUSINESS

(CERTIFICATION 1)

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)

and have the authority to execute this certification on behalf of the firm;

2. This firm is a certified **MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)**.

Name of Firm _____

Type of Business Enterprise _____

Certifying Organization _____

Signature _____

Title _____

Date _____

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

BIDDER CERTIFICATION - NO SUB-AGREEMENTS TO BE AWARDED

(CERTIFICATION 2)

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)

and have the authority to execute this certification on behalf of the firm;

2. **This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.**

Name of Firm _____

Signature _____

Title _____

Date _____

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

BIDDER CERTIFICATION- MBE/WBE COMPLIANCE PLAN

(CERTIFICATION 3)

I _____, do hereby certify that:
(Name)

1. I am _____ of _____
(Position) (Firm)

and have the authority to execute this certification on behalf of the firm;

2. This firm will take the following affirmative steps to seek out and consider MBEs and WBEs as potential subcontractors, including the procurement of equipment, materials, supplies, and services, in the performance of this _____ contract:

3. This firm plans to solicit the following MBE and WBE concerning their interest, capability, and prices. Listed companies will include the following data:

- a. Name of Company:
- b. Name of Owners:
- c. Address of Company:
- d. E-mail Address of Company:
- e. Telephone Number:
- f. Date of Proposal:
- g. Description of work to be performed
- h. and designation as a MBE or WBE:

4. This firm will provide sufficient time to allow MBEs and WBEs to respond effectively to the affirmative steps in item 2 above and shall retain, on file all responses or documentation of non-responses.

5. This firm will provide documentation to substantiate its good faith efforts to obtain MBE /WBE subcontractors as described below.

- a. "Certificate of publication, or adequate evidence of proof of publication **following pre-qualification approval and prior to bid opening**, including an actual copy of the newspaper advertisement from the Decatur Herald & Review documenting.

Dates of bidder advertisement: _____

Date of bid opening: _____

- b. List of all MBE and WBE business enterprises that submitted proposals to the bidder. Specify as MBE or WBE, along with the type of MBE or WBE with the following information:

Name of Company:
Name of Owners:
Address of Company:
E-mail Address of Company:
Telephone Number:
Date of Proposal:
Business Type of MBE or WBE:
Description of work to be performed:

- c. List of MBE or WBE businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must also be provided.
- d. Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the MBE or WBE business to be utilized as a subcontractor (**CERTIFICATION 5**).

Name of Firm _____
Signature _____
Title _____
Date _____

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

Suggested Language for MBE and WBE Business Advertisement for Sub-Contractors

Notice to MBE and WBE Businesses

_____, _____, _____ is
(Name of Company) (Address of Company) (Telephone)
seeking MBE or WBE businesses for the _____.
(Name of Project)

Project for subcontracting opportunities in the following areas: _____, _____.

All MBE and WBE businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed by (bid opening date or other date identified by bidder in MBE / WBE compliance plan)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by MBE or WBE business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

BIDDER CERTIFICATION

**ADVERTISEMENT REGARDING SUBCONTRACTING OPPORTUNITIES for MBE or WBE
BUSINESSES**

No Proposal Received from MBE or WBE

(CERTIFICATION 4)

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)

and have the authority to execute this certification on behalf of the firm;

2. **This firm did not receive any proposals from MBE or WBE businesses during the sixteen-day period after the MBE and WBE Business Advertisement for Sub-Contractors on _____.**
Date of Advertisement

Name of Firm _____

Signature _____

Title _____

Date _____

MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE)

**BIDDER CERTIFICATION- NON-AUTHORITY TO CONTROL THE USE OF MBE OR WBE SUB-
CONTRACTORS**

(CERTIFICATION 5)

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)

and have the authority to execute this certification on behalf of the firm;

2. This firm, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the MBE or WBE business to be used as a sub-contractor during the performance of the contracts.

Name of Firm _____

Signature _____

Title _____

Date _____

GENERAL CONDITIONS

GC-1 JOB CONDITIONS

The Contractor agrees and certifies by way of signature on the bid documents, that the site of the work has examined to the contractor's satisfaction and the contractor is fully aware of all site conditions, job conditions and facilities, which may affect the operations and the amount of the bid.

No claim for additional compensation on account of the Contractor's failure to be so informed will be considered.

GC-2 EMPLOYMENT CONDITIONS AND EMPLOYEES

The Contractor shall employ only skilled personnel experienced in the quality, character and type of work assigned to them. The Contractor shall always enforce and maintain good order and strict discipline among its employees. The Contractor's employees shall meet all IDOT, and any other applicable, rules and regulations and be properly licensed for the equipment that they are operating at all times. The Contractor shall not employ Owner's employees who are suspended from work at the Sanitary District of Decatur. It is against Owner's policy for suspended employees to either operate Owner's equipment or to be on Owner's property.

If the Owner should find any person employed by the Contractor, under this contract, incompetent or unfit for their duties, the employee shall be immediately removed from the project and shall not be re-employed on this project without the Owner's consent.

Any violation of State or Local traffic laws, while operating equipment in performing the work specified in this contract shall be grounds for immediate suspension and review for dismissal of the Contractor's employee. The Contractor agrees to include this provision in all agreements for employment.

The Contractor shall develop and submit to the Owner a drug use policy for the Contractor's employees and shall implement a drug testing program that complies with State and Federal law.

GC-3 SUPERVISION

Contractor shall supervise and direct the work, using best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the Contract.

When the Contractor is operating any of the Owner's equipment, the Contractor shall have at the work site a competent superintendent and any necessary assistants that may be required, to the satisfaction of the Owner. The superintendent shall not be changed without notifying Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employ. The superintendent shall represent the Contractor in his/her absence, and all information given to the superintendent shall be as binding as if given to the Contractor.

All communications shall be reduced to a written document.

GC-4 SAFETY

The Sanitary District of Decatur Contractor Safety Handbook, revised 2012, is issued to Contractors as a guide to safety, environmental, and work rules and regulations.

The Contractor, Subcontractors, and contracted workers shall abide by federal regulations 29 CFR Part 1910, "OCCUPATIONAL SAFETY AND HEALTH STANDARDS", and all other federal, state, local safety, environmental, and health laws and regulations. In any instance where this document conflicts with state, federal, or local laws or regulations, the more stringent law shall supersede this document.

The Contractor assumes and has full responsibility and liability for the safety of all its employees and full responsibility for safety compliance by its subcontractors. The Contractor shall maintain the jobsite and perform all work in a manner which meets the Owner's responsibility under statutory and common law for the provisions of a safe work environment. The contractor shall perform work in such a manner as to never put the general public at risk.

Contractors and subcontractors are required to submit a job specific Contractor Safety Plan for review by the Sanitary District Safety Department prior to beginning the work. The plan shall at a minimum include 5 Parts (forms included in appendix #2):

1. PART A – Completed by the Sanitary District of Decatur for incorporation into Contractor Safety Plan.
2. PART B – Completed by the contractor prior to beginning work. Review with employees who will perform the work and have them sign the form.
3. PART C – Completed by the contractor and each subcontractor prior to beginning work.
4. PART D – Completed by the contractor and each subcontractor prior to beginning work.
5. PART E – Jobsite Safety Auditing Plan – Audit to be completed at a minimum, monthly; and results made available for review by SDD project manager.

Employee substance abuse is prohibited on this project. Contractors and subcontractors shall abide by Public Act 095-0635 titled "Substance Abuse Prevention on Public Works Act". All contractors and subcontractors upon request by Owner must provide verification that they have implemented a substance abuse prevention program that is in compliance with the above Act.

The Owner considers all confined spaces as permit required. All confined space permits must be submitted to the Owner's Safety Department upon completion.

Personal Protective Equipment (PPE) shall be furnished by the Contractor or subcontractor and shall be determined by the contractor or subcontractor Safety Officer with the following exceptions:

- Owner may determine "Hard Hat" areas
- Owner may determine "Safety Glasses" areas
- Owner may determine "Safety Shoes" areas

Owner equipment such as forklifts, bobcats, backhoes, trucks, etc. shall not be permitted for use by contractors, subcontractors, or their employees except as elsewhere allowed herein.

Contractor shall immediately report any unsafe condition, injury, or emergency to the Owner's representative or Safety Officer. In case of emergencies, Contractor may contact any Sanitary District personnel in the area.

Immediately adjacent to the Wyckles Facility is a canoe launch/retrieval area owned and operated by the Macon County Conservation District. Special attention must be given to allow for safe access to this area by the general public and the facility owner/operator.

GC-5 PROPERTY AND WORK PROTECTION

The Contractor shall protect all work from damage and shall maintain protection continuously, for the duration of the contract period. Contractor shall also protect the Owner's property from damage or loss. Contractor shall reimburse Owner for repairs or replacement cost for any equipment damage or loss caused by Contractor. Contractor shall also adequately and properly protect public and private property, as provided under the Contract Documents and by law.

The Contractor shall be required to be familiar with all applicable local, state, or federal regulations relative to safety devices, traffic controls, barricades, signs, and lights for the safety of the project. Contractor shall be responsible for providing all traffic related safety devices and held liable for complying with all applicable local, state, or federal regulations covering use of said devices, i.e., traffic control devices, barricades, signs and lights, and their repair during course of the project.

The Contractor shall act at its own discretion and without special direction or authority from Owner in a life safety emergency or the safety of or damage to the work and property, to prevent any such threatened injury, damage, or loss.

During cold weather the Contractor shall protect all equipment from freeze damage. The Contractor shall remove equipment damaged by failure to provide protection and replace same as a part of this Contract in an approved manner with new equipment and without extra cost to the Owner.

GC-6 OTHER CONTRACTS

The Owner reserves the right to award, and may award other contracts, for work in connection with the work covered under these general conditions. Coordination of the work to be accomplished under any such contract and this contract will be the responsibility of the contractors, so as not to interfere with the successful execution of the contract.

GC-7 OWNER'S RIGHT TO DO WORK

In case the Contractor neglects to prosecute the work properly and fails to perform any provision or requirement of this Contract, the Owner may, without prejudice to any other redress, make good such deficiencies and may deduct the cost thereof from any payment then due or to become due the Contractor.

GC-8 APPLICATIONS FOR PAYMENTS

For each month during which land application of biosolids is performed, the Contractor shall submit any itemized applications for payment by the 5th day of the following month. Payments will be made following approval by the Sanitary District of Decatur Board of Trustees at its regular monthly meeting. Applications for payment received after the 5th of the month will be processed at the following month's Board meeting.

The itemized application for payment shall include a determination of quantities (gallons) of biosolids land applied for the payment period. The Contractor may submit payment requests based on metered application quantities (utilizing an Owner furnished meter at the load-out station) and records or based on the number of tanker trucks used (if metering is unavailable). Payment will be made based on either the metered quantities or the tanker truck volumes (if metering is unavailable) and restricted to 95% of maximum volume values as described below, whichever is lower. If the contractor has any question about the accuracy of the metering, they shall immediately notify the Owner and the calibration shall be verified.

To minimize spillage the tanker trailers shall be loaded to a maximum volume of 95 % of the actual tanker trailer volume capacity. So, for example, if using a 4,000-gallon tanker trailers they should only be filled to a maximum volume of 3,800 gallons. Other tanker trailers used shall be restricted to the same 95 % of the total volume fill capacity to help prevent spillage as well. For the purposes of determining the quantity of biosolids land applied and payment for each site when using the tanker truck volumes alternative the 95 % maximum loading rate (or other lower identified volume) will be used for all calculations. Contractor's load out employees may be audited to determine the accuracy of the average percent loading rate. If the audited rate is less than 95% the lower rate will be used in all calculations.

GC-9 RETAINED PAYMENTS

During the first year of the contract, on the basis of certificate for payment, Owner shall make partial payment to Contractor of ninety (90) percent of the amount earned during the preceding pay period, ten (10) percent being retained by the Owner to assure faithful performance of the Contract.

During the subsequent years of the Contract, Owner shall make partial payment to Contractor for ninety-five (95) percent of the amount earned during the preceding pay period.

All retainage will be forfeited if the Contractor fails to meet the minimum progress requirements provided in SC-7. The retainage withheld will be deposited in an interest-bearing account with retainage and interest returned to the Contractor upon completion and acceptance of all work by the Contract documents.

GC-10 WITHHOLDING PAYMENTS

The Owner may withhold, or on account of subsequently discovered evidence, void the whole or any part of any request for payment to the extent required to protect the Owner from loss for claims filed or evidence indicating probable filing of claims.

In addition to payment retained by Owner under preceding provisions of the General Conditions, Owner reserves the right to withhold a sufficient amount of any payment otherwise due the Contractor to cover (1) payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this Contract; (2) for defective work not corrected. When grounds for withholding are removed, payments shall be made for amounts withheld on account of same.

GC-11 FINAL PAYMENT

The final payment request shall be based upon a detailed accounting of the total quantity of biosolids applied and materials furnished according to the provisions of the Contract Documents. Final payment will be made to the Contractor for any amount remaining due and will include the retainage withheld from previous applications for payment.

All settlements, defects, or damages in any portion of the work, occurring before the formal acceptance of the work by the Owner, shall be repaired and made good at the Contractor's expense before the final payment is made.

Final payment shall not be made until the Contractor has cleaned all equipment, grounds, and buildings utilized in the land application program to the satisfaction of the Owner. Final payment shall not be made until the Contractor supplies to the Owner all equipment maintenance records as required in section CO-10.

Neither final payment nor any part of the retained amount shall become due until Contractor delivers to Owner a complete release of all liens arising from this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he/she has knowledge of information, the releases and receipts include all labor, materials, and equipment for which a lien could be filed. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging said lien(s), including all costs and reasonable attorneys' fees.

No certificate issued nor payment made to the Contractor implies acceptance of any work or materials not in accordance with requirements of the Contract Documents. Making final payment implies a waiver of all claims by Owner except those arising from unsettled liens, faulty or defective work appearing after final inspection and acceptance, or failure of the work to meet requirements of the Contract Documents. Acceptance of final payment constitutes a waiver of all claims by Contractor excepting those previously made, in writing, and not yet settled.

GC-12 PERMITS AND COMPLIANCE WITH LAWS

The contractor shall be responsible for complying with all applicable local, state, or federal laws, regulations, or ordinances relative to fulfilling this contract. This responsibility includes, but is not limited to, Illinois Environmental Protection Agency, Illinois Department of Transportation and Federal Motor Carrier regulations. Specific permit requirements are further described in Paragraph SC-8.

GC-13 INDEMNIFICATION

13.1

Notwithstanding any of the insurance provisions hereof and to the maximum extent permitted by Law, Contractor agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage to Contractor, its employees, and the Owner, its employees subcontractors, its employees or any other person arising out of Contractor's or subcontractor's work for the Owner, or the performance of Contractor's obligations under this Agreement or any other contract with the Owner, to the extent that said injuries are caused by the sole or concurrent negligence, fault and/or violation of applicable Law by Contractor and its employees or any subcontractors or their employees and even if caused by the concurrent negligence the Owner. This provision shall not require Contractor to indemnify the Owner from the Owner's sole negligence or fault which is non-concurrent with the negligence or fault of Contractor, its employees, its subcontractors, and their employees, nor for the Owner's willful misconduct. To the extent that the Laws of the governing jurisdiction prohibit or declare unenforceable this indemnification as it applies to the Owner's own negligence or fault, then this indemnification shall be interpreted to observe such prohibition or declaration but only to the extent necessary to cause it to be consistent with Laws of said governing jurisdiction and to cause the maximum indemnification of the Owner as allowed thereunder. The Contractor agrees to assume all liability for its negligence and the negligence of its employees and subcontractors, and agrees that the negligence of Contractor, its employees and subcontractors shall be imputed to it. The amount of Contractor's liability is not limited by the amount of workers' compensation payments it has or will make. The Contractor shall require all its subcontractors to execute contracts committing its subcontractors to indemnify the Contractor and the Owner for any liability arising out of the subcontractor's work. The Contractor's contractual indemnity liability under this provision shall be limited to and shall not exceed the limits of the insurance it is required to purchase under the insurance section hereof so long as the Contractor carries the required limits of insurance coverage.

13.2

The obligations of the Contractor under this Article shall not extend to the liability of the Owner, or their agents, employees or officers, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of directions or instructions by the Owner or their agents, employees, or officers, provided such giving of direction or instruction is not negligent or either solely or jointly the proximate cause of the injury or damage.

GC-14 TERMINATION BY OWNER

In case the Contractor violates any of the provisions of this Contract, the Owner may, without prejudice to any other right of redress after serving seven (7) days written notice upon the Contractor terminate the Contract. Unless the violation ceases within seven (7) days after such service of notice, and satisfactory arrangements for corrections, approved by the Owner, be made, the Contract shall terminate at the expiration of the specified seven (7) days.

In case the Contractor be adjudged bankrupt, or in case Contractor should make a general assignment for the benefit of its creditors, or if a receiver be appointed on account of insolvency, or if Contractor should persistently refuse or fail to supply enough properly skilled workers or proper materials, or persistently disregard laws, ordinances, and the Owner's instructions then the Owner may, in the same manner specified above, terminate the Contract.

In case the Contractor fails to meet the permit requirements as specified in SC-8 and GC-12, the Owner may, in the same manner specified above, terminate the Contract.

If the Owner terminates the contract under this provision or failure of the contractor to meet the minimum progress specified in SC-6, the Contractor is responsible for any additional cost incurred by the District to have another contractor compete the remaining term of the contract from the date of termination.

GC-15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign or sublet this Contract or any part thereof without the Owner's consent. No assignment of this Contract is valid unless it contains a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporation rendering such services or supplying such materials.

The Contractor shall not assign any moneys due or to become due under this Contract without Owner's written consent.

GC-16 COMBINATION BIDS

Combination bids will not be allowed. The bid proposal must be submitted by one individual, one partnership, or one corporation. All work must be accomplished under the authority of one entity.

SPECIFIC CONDITIONS

The following specific conditions outline the scope of work required of the Contractor in this proposal. These specific conditions supplement and expand upon the general conditions.

SC-1 BIOSOLIDS APPLICATION

The Contractor is responsible for providing all labor and equipment necessary to fulfill the conditions of this Contract.

The Contractor shall also be responsible for 1) loading, hauling, and land application of the biosolids, 2) providing storage tanks and coordination and scheduling of fuel deliveries for off-road equipment, 3) equipment repairs, 4) providing all manpower necessary for proper maintenance and cleaning of equipment, 5) operating and maintaining the loading facilities, 6) procurement of agreements to utilize all farmland necessary for the land application of biosolids, 7) performing necessary soil testing requirements for the program, 8) collecting and compositing sludge samples, 9) adhering to all applicable regulations related to the land application of biosolids, and 10) meeting the other requirements as outlined in the contract documents.

SC-2 DISTRICT OWNED EQUIPMENT AND SITE CONDITIONS

The biosolids storage site (Wyckles Facility) consists of two biosolids lagoons, a well house for site water, a sewage pumping station, biosolids loading platform, a dredge storage building with restroom and office. The Contractor may use the dredge storage building and office. The Contractor is responsible for maintaining the cleanliness of the Wyckles Facility and all District owned property used by the Contractor or Subcontractors. There is night lighting for the entire site. The Contractor is responsible for locking the site gate (lock and keys provided by Owner) and the storage and office building when not in use and at the end of each workday. The site water system is intended for washing down and cleaning but is not suitable for drinking. The Contractor is responsible for providing safe (i.e., bottled) drinking water for employees.

Prospective bidders will be allowed to examine the Owner's biosolids storage site by making an appointment with Tim Gorden or Ashley Bailey, 501 Dipper Lane, Decatur, Illinois, 62522, phone: 217/422-6931 ext:214.

SC-3 ROAD AND BRIDGE LIMITS

The Contractor shall determine and comply with all local road and bridge weight limits. Decatur is located in Macon County and many major roads including Wyckles Road and Mt. Auburn Road are under the County's jurisdiction. Many of the local roads are Township roads with asphalt or oil and chip surfaces. The load limits on the various township roads are controlled by that township. The township roads are generally the least improved and have the most stringent load limits. Many of the limits are seasonal. The Contractor shall be responsible for obtaining special permits for seasonal weight limit restrictions if necessary. The Contractor shall make all reasonable efforts to protect the roads, shoulders, culverts, etc. The Contractor shall cooperate with the appropriate county and township highway officials at all times. The Contractor may be required to cease hauling operations at particular times or on specific roads to protect the roadways from damage. The Contractor is reminded that without the cooperation of the local highway officials the application program cannot be successful.

SC-4 ON-SITE UTILITIES

The Owner will pay electrical costs for the equipment and structures presently on site at the Wyckles Facility. The Contractor shall be responsible for telephone service.

SC-5 REFERENCE RULES AND REGULATIONS

Made part of these specifications by reference are the State of Illinois Rules and Regulations, Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter II: Environmental Protection Agency, Part 391: Design Criteria For Sludge Application on Land, dated January 1, 1984 and the U.S. Environmental Protection Agency 40 CFR Part 503 Standards for the Use or Disposal of Sewage Sludge or subsequent rules applicable to biosolids management as they may be promulgated during the life of this contract. These rules and regulations and any ensuing state or federal regulations pertaining to the land application of sludge shall be considered an integral part of this contract and full compliance is mandatory. If the Owner discovers or is made aware of a significant and willful violation of these conditions, it will immediately inform and supply all available data to the Illinois Environmental Protection Agency and cancel the Contract.

SC-6 MINIMUM PROGRESS-DEFAULT

Land application of biosolids is critical to the Owner's wastewater treatment process, and therefore the Owner expects the Contractor to work diligently toward the goal of disposing of the amounts of biosolids targeted for each year.

Minimum progress as required by this paragraph includes arranging for sufficient fall application acreage by July 15 as required elsewhere in this Contract; monitoring weather and crop conditions and making preparations to begin application as soon as weather and crop harvest allow; employing sufficient drivers, transportation equipment and application equipment and personnel to ensure available application days are fully utilized and ensuring equipment maintenance and repairs, as described elsewhere in this Contract are performed timely and efficiently. The Owner will demand that progress be accomplished under this Contract and will reserve the right to issue a written notice canceling this Contract agreement seven (7) days from the date of the notice if the Contractor fails to achieve minimum progress as described above. The Owner reserves the right to cancel this Contract at any time when in the Owner's determination, enough evidence exists that the Contractor is failing to comply with the terms of this Contract, is performing work unsuitably, or is not providing sufficient workers or resources to insure diligent completion of the required work. The Contractor may be notified in writing by the Owner of deficiencies in the program. The Contractor may reply in writing or request a meeting with authorized representatives of the Owner to discuss deficiencies and suggested improvements. Failure on the part of the Contractor to act upon and correct all deficiencies noted in the letter will constitute further evidence of non-compliance with the terms of this Contract.

SC-7 ADJUSTMENT OF QUANTITIES AND SOLIDS CONCENTRATION

The contract quantity is based on estimated quantities of biosolids in the storage basins and estimates of the amount of biosolids produced annually. Due to budget limitations and operational variations, it may be necessary to adjust the amount of biosolids to be land applied. Therefore, the Owner reserves the right to increase or decrease the total quantity of biosolids to be removed by as much as 30% without a change in the unit price being paid for removal of the biosolids. If the quantity of biosolids is increased or decreased by more than 30% over the length of the contract at the Owner's request in writing, a new unit price for biosolids disposal for the increased or decreased quantity may be negotiated between the Owner and Contractor. It shall be the responsibility of the Contractor to present detailed cost data to substantiate a new unit price. The unit price will not be adjusted if the quantity is decreased by more than 30% due to weather or for any other reason except the Owner's written request.

The solids content of the liquid is typically 3.5% to 4.5% solids but can run up to 6% total solids. The contractor will be paid the same rate regardless of the solids concentrations. If the percent solids are below 3.0%, the contractor may be required to suspend application until the liquid can be reconcentrated to an acceptable amount.

SC-8 PERMIT REQUIREMENTS

The Contractor is required to obtain a permit from the Illinois Environmental Protection Agency as a SLUDGE USER and shall provide a copy of the permit to the Owner prior to conducting any application operations. In the event the Agency fails to issue, or revokes said permit due to violations of its rules and regulations, the Owner reserves the right to consider the Contractor in default and immediately cancel the Contract. The Owner will not require possession of this permit prior to the time of opening bids. The Owner will furnish the Contractor all reasonable information necessary to obtain this permit from the Illinois Environmental Protection Agency.

SC-9 PUBLIC CONVENIENCE

The Contractor shall always conduct the work in such a manner as to ensure the least obstruction to traffic. The Contractor shall not block public road, field or driveway entrances without proper authorization from the controlling authority and shall be responsible for utilizing necessary safety procedures including but not limited to, flashing safety and hazard lights on the equipment, setting out reflective hazard markers, and other safety procedures, in accordance with Illinois Department of Transportation and with County and Township road authority requirements. All labor, materials and equipment required to provide the above and other safety considerations shall be considered incidental to this Contract and shall be provided by the Contractor as part of the cost per gallon of biosolids applied.

SC-10 PROTECTION OF THE ENVIRONMENT

The Contractor shall be responsible for protecting all drinking water supply wells, streams, creeks, waterways, forest, aboriginal records, and antiquities. The Contractor shall be responsible for protecting and restoring all private and public improvements damaged because of their neglect, misconduct, or omission in the manner or method of their work. Said improvements shall include but not be limited to: fences, shrubs, buildings, gates, trees, crops, utilities, underground drainage structures, property or survey markers, traffic signs and signals, overhead structures of utilities, traffic signs and signals, mailboxes, street signs, and other property improvements or structures. The cost of all materials and labor necessary to comply with the above provisions shall be considered incidental to the Contract.

SC-11 WORKERS

Any person employed by the Contractor who, in the opinion of the Owner, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, upon written request by the Owner, be removed from this project. The Owner intends to enforce this provision only upon blatant violations of personal conduct on the job in the form of, but not limited to, public drunkenness, illicit drug usage, the carrying of weapons, unsafe or illegal operation of Owner's equipment, vandalism, theft, falsification of records, threats against the public or Owner's employees, conviction of a felony or misdemeanor, and violations of any contract regulations or Illinois Environmental Protection Agency rules and requirements.

The Contractor is responsible for assuring that the individuals employed are properly licensed by the State of Illinois to operate the Owner's equipment. The Owner requires a list of all drivers including name, current address, and drivers license number. No Contractor employed driver shall operate District owned equipment before being made a part of said list. The Owner reserves the right to conduct driving record checks on the Contractor's employees. Upon written notice the Owner reserves the right to have employees removed from the project or assigned different duties due to unsafe driving acts, or unacceptable driving records.

SC-12 FAIR EMPLOYMENT PRACTICES

The Contractor must comply with the provisions of the Illinois Human rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained therein.

SC-13 INSURANCE

13.1

During the progress of the work and while any of the employees of the Contractor or its subcontractors remain at the site, the Contractor shall maintain the following types and amounts of insurance, and shall furnish the Owner with its certificates and the certificates of its listed subcontractors therefore, in substantially the same form as the certificate attached hereto, prior to commencement or continuation of any work at the site.

- A. Workers’ Compensation Insurance (including Employer’s Liability – Coverage B) for all the Contractor’s employees employed in connection with the contract, work order and/or purchase order. This insurance shall include borrowed servant or alternate employer endorsement stating that an action brought against the Owner by an employee of the Contractor under the theory of “Borrowed Servant” or “Alternate Employer” will be treated as a claim against the Contractor. Any subrogation rights and indemnification rights and any and all liens related to Workers’ Compensation payment shall be waived as to any claim or suit by anyone against the Owner, Engineer, and/or City of Decatur, and the Contractor shall obtain Workers’ Compensation Insurance that specifically provides for said waiver, unless specifically prohibited by applicable Law. Employer’s Liability – Coverage B shall have limits of at least \$1,000,000 for any one occurrence of bodily injury (including, but not limited to, death). In the event any of the work shall be on, located at, or otherwise related to railroads, the Contractor shall maintain FELA coverage having limits of at least \$5,000,000 for any one occurrence.
- B. Comprehensive Commercial General Liability Insurance which is primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage, as follows:

\$2,000,000	General Aggregate Limit (other than products-completed operations)
\$2,000,000	Products – Completed Operations Aggregate Limit
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Per Occurrence Limit
\$ 300,000	Fire Limit
\$ 5,000	Medical Expense Limit

The Owner shall be an additional insured for all claims connected with or arising out of work covered by this contract regardless of the negligence or other fault of the Owner. Coverage shall be by separate endorsement making the Owner additional insureds with coverage conforming to the preceding sentence. In addition, there shall be a contractual liability endorsement and/or coverage insuring the obligations of the Contractor under this contract and all contracts in effect.

- C. Automobile Liability Insurance (caused by an owned, non-owned, or rented vehicle) which is primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage, with a single limit of \$1,000,000 for any one occurrence.
- D. Umbrella Excess Liability Coverage with a minimum per occurrence limit of \$5,000,000 in excess of the above Employer’s Liability, Automotive Liability and General Liability policies unless one of the following is checked by two authorized representatives of the Owner and if so, the limit shall be:

\$3,000,000	_____	_____	District Representatives
\$2,000,000	_____	_____	District Representatives

13.2

The Contractor shall cause each subcontractor to maintain the same coverage as the Contractor in all Subsections with respect to all operations to which this contract is applicable, and to name the Owner and its employees as additional insureds. The Contractor shall cause the policies identified to name Company and its employees as additional insureds with respect to operations to which this is applicable. These policies identified shall expressly provide primary coverage to all insureds and shall contain a Cross Liability or Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policy covers claims for suits by one insured against the other.

13.3

The Contractor waives and shall secure from applicable insurance companies waivers of subrogation, indemnification and lien rights conferred by statute or contained in any of the policies of insurance (unless such waiver is specifically prohibited by applicable Law) insofar as said rights apply to a claim or suit by anyone against the Owner or otherwise directly or indirectly affect the financial interests of the Owner, and certificates of insurance protecting the Owner, shall be furnished to the Owner by the Contractor in the form and with wording thereon as attached hereto as Sample Insurance Certificate and by this reference incorporated herein. The Contractor shall provide the Owner with thirty (30) days prior written notice of any cancellations or material modification of any of the policies required herein.

13.4

All insurance provided for and obtained under this Article shall be issued by a company rated A or better by A.M. Best Company or a comparable rating by another generally accepted rating company and shall be issued on an occurrence basis. Such insurance shall be primary to any insurance that the Owner has or may have covering the matters outlined and shall be non-contributory as to the Company's other coverage, and all policies shall be so endorsed; notwithstanding any conflicting "Other Insurance" or similar provision contained in the applicable policies. The Owner's insurance coverage shall be considered excess or secondary.

13.5

Owners Protective Liability Insurance -- The Contractor shall maintain Owners Protective Liability coverage naming the Owner with a minimum single limit of \$1,000,000.

13.6

Insurance Clarification --The Contractor is obligated to pay for damage to the Owner's equipment including semi-tractors and tank trailers while the equipment is under the control of or in use by the Contractor's employees. In Paragraph GC-5 the Contractor must protect the Owner from damage or loss to the Owner's property and shall reimburse the Owner for repairs or replacement cost of any equipment damage or loss caused by the Contractor. Further, under Paragraph SC-13.1 (C) the Contractor must provide auto coverage for owned, non-owned, or rented vehicles plus coverage for property damage. This includes damage to the Owner's vehicles. The Owner's vehicles must be insured pursuant to this provision. Finally, under the indemnification clause in Paragraph GC-13 the Contractor must hold the Owner harmless for all damages including property damage to the Owner's vehicles. The Owner recommends that the Contractor add the Owner's vehicles to the Contractor's insurance schedules if they are to be used by the owner.

SC-14 OSHA 10-Hour Construction Standards Course

The provisions of the paragraph titled "Training" on Page 61 of the SDD Contractor Safety Handbook shall not apply to this contract. Completion of OSHA 10-Hour Construction Standards training is not required for the Contractor's employees.

SC-15 Transportation of Biosolids and Prevailing Wages

The Owner expects the Contractor to provide the required semi-tractor and trailers needed to haul biosolids to area farmlands. The equipment provided shall at a minimum be current with all relevant regulations regarding equipment of this nature and be capable of performing the work within an acceptable margin of safety and efficiency.

The District has sold its transportation equipment inventory and is not able to assist the Contractor with additional equipment of this nature should the need arise.

It is the Bidder's responsibility to verify and comply with all federal and state labor laws including the Paid Leave For All Workers Act and the Illinois Prevailing Wage Act.

The Illinois Prevailing Wage Act has recently been amended by Public Act 103-0327 to include the following language:

"Public works" also includes the removal, hauling, and transportation of biosolids, lime sludge, and lime residue from a water treatment plant or facility and the disposal of biosolids, lime sludge, and lime residue removed from a water treatment plant or facility at a landfill.

Based on the plain language of the legislation, it is the District's understanding *that only the removal, hauling and transportation of biosolids from the Wyckles Road Facility to the application fields* is subject to Prevailing wages. It is our further understanding that the application to non-landfill sites is not subject to Prevailing Wages, where a landfill is defined as IEPA Bureau of Land permitted sites where waste materials are disposed by burial.

If bidders have obtained a legal opinion contrary to the District's understanding of the legislation they should be prepared to discuss it at the pre-bid meeting.

SC-16 Emergency Telephone Numbers

The "Emergency Telephone Numbers" found in the SDD Contractor Safety Handbook (Appendix 2 - page 74 of this document) are replaced with the following:

EMERGENCY TELEPHONE NUMBERS

Tim Gorden
Operations Supervisor
Sanitary District of Decatur
timg@sddcleanwater.org
(217) 422-6931 x 221 work
(217) 620-2033 cell

Ashley Bailey
Director of Compliance & Innovation
Sanitary District of Decatur
ashleyb@sddcleanwater.org
(217) 422-6931 x 214 work
(217) 620-1433 cell

David Boys
Safety & Health Coordinator
Sanitary District of Decatur
davidb@sddcleanwater.org
(217) 422-6931 x 237 work
(217) 433-6591 cell

J.D. Malone
Director of Maintenance
Sanitary District of Decatur
jamesm@sddcleanwater.org
(217) 422-6931 x 226 work
(217) 620-5373 cell

The Operations Supervisor should be notified of any operational problems such as spills, accidents etc. The Director of Maintenance should be notified of any mechanical or equipment failures.

CONTRACTOR'S OPERATION

This section outlines the requirements for the operation of the Sanitary District's equipment, the loading facilities, equipment maintenance, sampling requirements, biosolids application loading rates, and record keeping and reporting requirements.

CO-1 BIOSOLIDS HANDLING

The two biosolids storage basins have a capacity of approximately 85 million gallons. The District intends for the normal treatment plant biosolids production to be pumped into the east storage lagoon. The Owner will decant the lagoon to concentrate the biosolids. If any sludge is needed to be hauled from the west lagoon; the Owner, by means of the floating dredge, will transfer the heavier biosolids into the smaller east storage lagoon for further thickening. The Owner has a separate pumping unit for the loading of the transport trucks from the east storage lagoon. The Contractor is responsible for operation of equipment used to load and haul biosolids. The Owner will maintain the Wyckles Facility equipment.

CO-2 WORKING HOURS

The Contractor will be allowed to operate on a 24-hour, 7 day per week schedule. The Contractor is encouraged to operate at least two shifts per day when enough farmland is available, usually during the fall-winter application period, as most of the farmland is available at this time. The Contractor must make a reasonable effort to take advantage of favorable weather conditions. The Contractor must also consider inconvenience to the public when working during the late night or early morning hours or on weekends, and minimize truck traffic between 10 p.m. and 6 a.m.

CO-3 AGRICULTURAL REQUIREMENTS

The Contractor shall be responsible for acquiring agreements to utilize farmland necessary for the annual application requirement. The Contractor shall be responsible for all soil testing, land mapping, regulatory paperwork, and user permission forms. **A list of potential farm ground intended for fall application shall be provided to the Owner by July 15, of each application season (September 1 for first application season).** The list of potential farm ground shall include all information listed in 35 Ill. Adm. Code 391.202 (a) (6) and (b) (Illinois Design Criteria for Sludge Application on Land). The Contractor shall be responsible for coordinating application schedules with the individual farmers. To ensure the successful continuance of the Owner's land application program, the Owner may request that the Contractor give priority to certain users. Users may be given priority for various reasons as deemed necessary by the Owner. The Contractor is required to cooperate in this matter. In general, the farmland should be within a 10-mile driving distance of the biosolids storage facilities. The Contractor shall calculate the optimal agronomic application rates necessary for each application site to maximize the quantity of biosolids applied for agricultural as well as regulatory purposes. The Owner will provide analytical laboratory services and reporting for biosolids samples collected from the Wyckles Facility. The sampling/analytical procedures will be coordinated during the land application season.

In accordance with 35 Ill. Adm. Code 391 certain application sites will require the need for leaving buffer strips, (areas where biosolids may not be applied due to IEPA regulations). The Contractor must identify these requirements and locations. The farm operator may request that those areas where biosolids were not applied receive the same tillage to conform to the remainder of the field. The Contractor shall provide tillage to reasonable amounts of farmland in these areas when requested at no additional cost to the Contract.

CO-4 BIOSOLIDS AND SOIL ON PAVEMENT

The Contractor shall minimize and leakage or spillage of biosolids onto public roads and shall be responsible for cleaning any portion of a roadway when the equipment is operated under conditions that result in the deposition of soil, mud, biosolids, or debris onto these roadways. To help prevent spillage tank trailers shall not be loaded beyond 95 % of their capacity. For example, a tank trailer with a 4,000-gallon capacity shall be considered fully loaded when it reaches 3,800 gallons, or a similar volume below capacity in other size trailers to avoid spillage. The Contractor shall be responsible for any damage claims, lawsuits, and injury claims resulting from a traffic or pedestrian accident caused as a direct result of any material on the pavement

due to the Contractor's operations. Leaks and spills of biosolids onto public roads shall be addressed proactively and any citizen complaints about biosolids on roads shall be addressed promptly.

The presence of biosolids, mud and soil on the road surfaces is a major safety concern as well as a nuisance to area residents, and the Contractor is required to clean roads as often as necessary to prevent Contractor's operations from causing unsafe road conditions.

The Contractor shall anticipate wet weather conditions and terminate biosolids application operations to minimize the amount of mud accumulations on roadways. In the event wet weather occurs during biosolids application operations the contractor shall immediately mobilize the roadway cleanup operations prior to soil on the roads becoming slick mud.

If the Contractor fails to respond immediately and take appropriate action to respond to biosolids or mud on the roads, the Owner will undertake or will cause to undertake cleanup operations and all associated costs incurred by the Owner will be charged to the Contractor and deducted from the next progress payment. Once the Owner initiates the cleanup operations they will proceed until the cleanup is complete.

CO-5 CONTRACTOR'S AND OWNER'S REPRESENTATIVES

The Contractor shall supply to the Owner the names of two (2) contact persons with telephone numbers in the case of an emergency.

The Contractor shall designate and appoint a supervisor or representative who shall be responsible for the entire program and act as the official contact with the Owner. The Contractor's representative shall have the authority to receive and transmit instructions.

For the purposes of this Contract, the authorized representative of the Owner is the Operations Supervisor of the Sanitary District of Decatur. In the absence of the Operations Supervisor, the Director of Operations and Compliance will be the District representative. The Board of Trustees sitting in legal session remains the final authority on all matters pertaining to this Contract.

CO-6 FIELD OFFICE

The Contractor shall open and maintain an office during the land application program. The office may be closed during extended periods when biosolids are not being applied. The office attached to the on-site dredge storage building at the Wyckles Facility is available for use by the Contractor at no charge. The office has a restroom and is heated and air conditioned. The Contractor is responsible for maintaining the cleanliness of all District owned property used by the Contractor or Subcontractors and any damage caused by the Contractor or Subcontractors. Costs of repairs or cleaning due to actions or inactions of the Contractor or Subcontractors will be deducted from the Final payment by the Owner as specified in GC-11.

There is a conduit for a telephone line in the office and the Contractor must either have telephone service installed or maintain cellular phone service for the contractor's designated representative. The Contractor shall be responsible for all costs associated with installation, operation, and maintenance of said telephone service.

CO-7 FUEL

The Owner will purchase and provide diesel fuel to be utilized in the Contractor **on-road** use equipment. The Owner has a 4,000-gallon underground storage tank for number 2 diesel fuel at the loading facilities. This fuel storage tank is to be used for on-road use diesel fuel only. An electrically operated pump is provided. The Contractor cannot use Owner supplied fuel for any job or purpose other than Sanitary District of Decatur biosolids disposal.

The Contractor shall be responsible for the ordering, purchasing, receiving, storing, hauling, and transferring **off-road** diesel fuel. The Contractor may arrange with their fuel supplier to furnish an additional fuel storage tank for off-road fuel.

The Contractor shall be responsible for complying with all regulations of the State Fire Marshall's Office and any other applicable regulations regarding storage, transporting, loading, and unloading of off-road fuel. The Contractor shall be responsible for any fuel spills and shall be responsible for the cleanup and any and all costs associated with the cleanup of fuel or the removal of contaminated soils or any other mitigation resulting from handling of fuel by the contractor.

CO-8 PREVENTIVE MAINTENANCE AND REPAIR

The Owner has available at the biosolids storage site a 62-foot by 20-foot steel storage building for use by the Contractor for contract-related maintenance activities.

The Contractor shall properly dispose of any used oil in accordance with any applicable environmental regulations. The Owner has provided a used oil holding tank at the Wyckles facilities.

The Contractor is required to keep a clean and neat operation. There is a water supply available at the Wyckles site for cleaning equipment. All equipment shall be kept clean and must be washed thoroughly when time allows or when requested by the Owner.

The Wyckles site must be kept neat and clean. Any biosolids that are spilled, or mud left on the drives must be promptly washed down. Spare equipment and parts must be kept in an orderly manner and grassed areas must be left open so the Owner can mow the grass. Trash disposal at the Wyckles site will be provided by the Owner. Within 30 days after the conclusion of each land application season, all equipment, grounds, and buildings utilized in the land application program shall be cleaned to the satisfaction of the Owner.

CO-9 EQUIPMENT MODIFICATIONS

If the Contractor wishes to modify a piece of equipment owned by the Sanitary District, the Contractor must submit a written request to the Owner. The Owner may approve or deny the request. If the modification is solely for the benefit of the Contractor, the Contractor shall bear the total cost. If the modification will increase the overall performance of the equipment beyond the life of the Contract and will benefit the Owner and the Contractor, the Owner will share in the cost. If the modification is for the benefit of the farmer or the Sanitary District and not the Contractor, the Owner will bear the cost.

CO-10 RECORD KEEPING

The Contractor shall be required to keep all books, records, and to file all forms, etc., necessary to conduct a normal business operation. The Contractor shall be responsible for keeping **and supplying** to the Owner the following documents and reports:

- a. A drug use policy as described in Paragraph GC-2 above.
- b. Contractor Safety Plan described in Paragraph GC-4 above.
- c. Illinois Environmental Protection Agency Sludge User permit, as described in Paragraph SC-8 above.
- d. Contractor's employees' information as provided in Paragraph SC-11 above.
- e. A list of potential farm ground, intended for application, provided to the Owner **by July 15**, as provided in Paragraph CO-3 above (**September 1 for first application season**). The list of potential farm ground shall include all information listed in 35 Ill. Adm. Code 391.202 (a) (6) and (b) (Illinois Design Criteria for Sludge Application on Land).
- f. A daily record during the land application season containing 1) the quantity of biosolids hauled as required by Paragraph GC-8 above, 2) date when biosolids were land applied, 3) quantity (gallons) of biosolids applied to the farmland, including owners name and site location, 4) total amount (gallons) of biosolids applied to date during the application season, 5) expected location land application will take place during the next 24-hours, and 6) notification when land application activities are expected to be postponed, the reason for postponement, and the expected date and location the land application is anticipated to resume. These records shall be submitted daily in accordance with CO-14.

Within 60 days from the completion of each land application season the Contractor must provide the Owner a location map for each land application site along with the total amount of biosolids land applied to each of the sites.

The Contractor must take special precautions when applying to multiple sites to ensure that the proper loads are recorded for the appropriate application site.

h. A copy of all reports provided to farmland owners and operators documenting biosolids application on their land.

i. Copies of any reports the Contractor submits to Illinois EPA and U.S. EPA regarding the Owner's biosolids.

The Owner will provide the Contractor with frequent biosolids analysis, including nutrient and metals analysis, so that the correct agronomic rates may be calculated.

CO-11 BIOSOLIDS SAMPLING

The Owner will supply sample bottles to the Contractor for daily biosolids sampling. It shall be the Contractor's responsibility to collect all daily samples. The Contractor shall sample individual trucks as directed by the Owner and composite the samples to obtain a representative sample for the total application day. Each composite sample bottle must be transported to the District laboratory using the required chain-of-custody document. The Owner will be responsible for performing the laboratory analysis for these samples and will test for pH, % total solids, % volatile solids, nutrients, and metals.

CO-12 APPLICATION FEES

The Contractor shall not collect any fees from the farmland operators or Owners for the biosolids, the application of the biosolids, or any other tillage operation that may be required as part of this Contract.

CO-13 LEGAL REQUIREMENTS

The Contractor shall adhere to all applicable laws, regulations, ordinances, and permit requirements during the periods of biosolids hauling and application for the duration of the contract.

CO-14 DAILY REPORTING

The information identified in CO-10 f (1-6) shall be submitted electronically to 1) timg@sddcleanwater.org , 2) ashleyb@sddcleanwater.org , and 3) keithr@sddcleanwater.org within 24-hours of the date of collection.

Appendix #1 Sample Insurance Certificate
Appendix #2 SDD Contractor Safety Handbook
Appendix #3 SDD Contractor Safety Plan

CONTRACTOR'S BID

TO: **Sanitary District of Decatur**
FOR: **Land Application of Wastewater Treatment Plant Biosolids**

Date: _____

Proposal of: _____
(Name)

(Address)

1. The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Contractor's Bid, Form of Agreement, General Conditions, Specific Conditions, Contractors Operation, Insurance Requirements and with plans and specifications and addenda hereto on file in the office of the Sanitary District of Decatur, thereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, equipment, necessary tools and services necessary to perform and complete in a workmanlike manner all of the work required in connection with the:

Land Application of Wastewater Treatment Plant Biosolids

To be performed by the said Contractor, all in accordance with these Contract Documents, including Addenda issued thereto as listed below, for the following prices; it being understood that each of the items is to be provided complete, including all labor, materials, and expendable equipment of every kind and nature necessary to perform the same, and that each item shall be performed in all respects so as to accomplish the purpose for which the same was intended by the said Contract Documents.

Bidder acknowledges receipt of the following Addenda:

2. If awarded this Contract, the undersigned agrees to commence work when conditions warrant and to complete the work to the satisfaction of the said Sanitary District of Decatur within the time specified.
3. Accompanying this proposal is a (certified check, bank draft, cash, bid bond) in the amount of _____ Dollars (\$_____) payable to the order of the Sanitary District of Decatur, if the undersigned fails to execute the Contract in conformance with the Form of Agreement incorporated in the Contract Documents as specified within fifteen (15) days after award of the Contract to the undersigned.
4. If the bidder is a MBE or WBE they shall provide the completed and signed certification attesting that the bidder is a MBE or WBE
5. Accompanying this proposal are the certification(s) as required under "Instructions to Bidders," Section 13, with regards to Minority Business Enterprises (MBE) AND Women's Business Enterprises (WBE) participation.
6. In submitting this bid, it is understood that the right is reserved by the said Sanitary District of Decatur to reject all bids and to waive technicalities and to accept the bid most advantageous to the Sanitary District of Decatur. It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

- 7. The undersigned certifies, by the submission of this bid that: each party thereto certifies as to their own organization, that in connection with the bid:
 - a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
 - d. The undersigned is the person in the bidder’s organization responsible for the decision as to the prices being bid and that they have not participated in any action contrary to paragraphs a. through c. above.

Bidders should not add any condition or qualifying statement to this bid, otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

(If an individual) Signature of Bidder _____
Business Address _____

(If a Partnership) Firm Name _____
Signed by _____
Business Address _____

(Insert Names and Address of all members of the Firm)

(If a Corporation) Corporate Name _____
Signed By _____
President
Business Address _____

(Corporate Seal) _____

(Insert Names of Officers) President _____
Secretary _____
Treasurer _____

Attest: _____
(Secretary)

SCHEDULE OF PRICES

1. Total estimated gallons per year will be 23,000,000:

a. Bid during contract year 1:

\$ _____ per Gallon X 23,000,000 Gallons = \$ _____ Year 1 Basis

Bid during contract year 2:

\$ _____ per Gallon X 23,000,000 Gallons = \$ _____ Year 2 Basis

Bid during contract year 3:

\$ _____ per Gallon X 23,000,000 Gallons = \$ _____ Year 3 Basis

Total \$ _____

Annual Contract Payment will be based on actual gallons transported and applied.

b. Bid for optional 4th year (with District having until January 2, 2027 to accept this option)

\$ _____ per Gallon

c. Bid for optional 5th year (with District having until January 2, 2028 to accept this option)

\$ _____ per Gallon

2. Is the Bidder a certified MBE or WBE

Yes _____

No _____

SCHEDULE OF SUBCONTRACTORS AND VENDORS

All subcontractors shall be approved by the Sanitary District of Decatur
The following work will be performed (or provided) by Subcontractors:

SECTION OF WORK	NAME
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NON-COLLUSION AFFIDAVIT*

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he/she is _____ (sole owner, 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 or said bidder or of another 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 _____, 20_____.

(SEAL) _____
Notary Public

* The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

PRE-QUALIFICATION APPLICATION

The contents of this Application will be treated by the Sanitary District of Decatur as Confidential Business Information.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
2. Bidder's Address _____
3. Bidder's Email Address _____
4. When Organized? _____
5. Where Incorporated? _____
6. (a) How many years have you been engaged in the land application of biosolids business under the present firm name? _____

(b) How many years have you been engaged in the land application of biosolids business under a different firm name? _____
7. Biosolids management contracts on hand (attach summary of present contracts, including a schedule as to estimated completion dates and gross biosolids quantities of each contract).
8. Have you ever failed to complete any contract work awarded to you?
Yes _____ No _____
9. Have you ever defaulted on a contract? Yes _____ No _____
If so, attach statement showing where and why.
10. Attach a description of up to three representative land application contracts in the volume range anticipated by this contract completed by your firm. The description should include owner, material applied, volume, time period, acreage, and contractor responsibilities.
11. Attach list of your major pieces of land application equipment anticipated to be used on this contract.
12. Attach statement of background and experience of your principal personnel who will be responsible for execution of the land application program.
13. Furnish written evidence from banks or other lenders of credit available for completion of this contract.
14. Financial Statement

TOTAL ASSETS	\$ _____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____
15. Additional information may be requested by the Owner if necessary.

Dated at _____ this _____ day of _____, 20__.

Name of Organization _____

By _____

Title _____

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn says that he/she is

_____ of _____
(Name of Organization)

and that the answers of the foregoing questions and all statements contained herein are true and correct.

Signed _____

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public

My Commission Expires _____

FORM OF AGREEMENT

THIS AGREEMENT, Made the _____ day of _____, 20__ by and between

hereinafter called the “Contractor,” and the Sanitary District of Decatur, County of Macon, State of Illinois, hereinafter called the “Owner.”

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, equipment, necessary tools, and all services required to perform and complete in a workmanlike manner all the work required in connection with land Application of Wastewater Treatment Plant Biosolids of the Owner, such documents being hereby made part of the Contract, including the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

ARTICLE II. THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the Contract price computed as follows:

1. Using Contractor’s supplied semi-tractors and tanker trailers, including drivers:
 - a. \$ _____ per gallon of biosolids for year 1 of the contract
 - b. \$ _____ per gallon of biosolids for year 2 of the contract
 - c. \$ _____ per gallon of biosolids for year 3 of the contract
 - d. \$ _____ per gallon of biosolids for optional year 4 of the contract
 - e. \$ _____ per gallon of biosolids for optional year 5 of the contract

ARTICLE III. PAYMENTS - Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents.

ARTICLE IV. TIME OF COMPLETION - Work under this Contract shall commence when conditions warrant after a written notice to proceed from the Owner to the Contractor, who shall diligently prosecute and complete all work under this contract on or before December 31, 2019. The date of completion of the work as provided herein shall be hereinafter referred to as the “Contract Completion Date.”

ARTICLE V. COMPONENT PARTS OF THE CONTRACT - The Contract Documents consist of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This instrument
2. Contractor’s Proposal
3. Addenda
4. General Conditions
5. Specific Conditions
6. Contractors Operation
7. Insurance Requirements
8. MBE/WBE Certifications

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

For the Owner

Sanitary District of Decatur

By

Daniel Smallwood, President

Attest by: _____
Rob Jacobsen, Clerk

For the Contractor

By

Title

(Seal)

ATTEST



(SAMPLE)
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Owner's & Contractor's Prot.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						FIRE DAMAGE \$ 300,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Work performed at all Sanitary District of Decatur premises and/or job sites. The Certificate Holder is named as an Additional Insured on a Primary and Non-contributing basis on the General Liability, Automobile, and Umbrella policies (and any other specified coverage). A Waiver of Subrogation and Lein in favor of Certificate Holders applies to Workers Compensation and all other policies.

CERTIFICATE HOLDER	CANCELLATION
Sanitary District of Decatur Attn.: Kent B. Newton, Director of Administration 501 Dipper Lane Decatur, Illinois 62522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Sanitary District of Decatur

**CONTRACTOR SAFETY
HANDBOOK**



SCOPE:

This booklet is only a digest of basic applicable safety standards that must be followed in addition to all provisions of the OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, as amended, or any standards promulgated under that Act.

In this booklet, reference to "Sanitary District of Decatur", "SDD," "Owner", or "SDD Representative" is meant to cover all operations of the Sanitary District of Decatur.

Contractors shall always be responsible for ensuring the safety and safe work practices and habits of Contractor personnel. As used herein, the terms "Contractor", "Contractor personnel", or "Contractor employee" means all contractors and subcontractors, their respective employees, agents, servants, independent Contractors, laborers, material persons, suppliers, and service providers requested, permitted, or hired by the Contractor in connection with the project.

Additions for Sanitary District of Decatur

1. Work will be stopped when any egregious, willful and/or imminent danger safety hazards are identified by any Representative of the Sanitary District of Decatur or its agents. Work will not be allowed to resume until such time as all concerns have been mitigated to the satisfaction of the Sanitary District of Decatur. Contractor employees and/or companies guilty of egregious, willful, or imminent danger safety hazards are in breach of the provisions of the Safety Requirements of their contract and this Handbook and subject to the provisions of those agreements.
2. Hard hats are to be worn when working with heavy equipment, while working below ground, and with overhead material.
3. All contracted employees working on an SDD job site must have completed an OSHA 10 hr. safety course within the last 5 years.
4. A three-step warning system is in place for minor safety infractions. It will apply to individuals as well as companies. The first warning is verbal; the second is written and will be sent to the Contractor Designated Official. The third is termination from all SDD projects for a full year from the date of the last warning. Individuals as well as companies must be re-evaluated before being allowed back on SDD projects.
5. Anyone working on a roof will be tied off when working outside the 10-foot perimeter warning lines. Roof monitors are no longer allowed.
6. General Contractors are responsible for their employees and all subcontractors under their contract. General's superintendents are to monitor and enforce safety regulations on their jobs. They will be the point person for safety overall.
7. Under no circumstances shall contractors use Sanitary District of Decatur owned equipment.

CONTRACTOR SAFETY, SECURITY, & ENVIRONMENTAL RULES AND PRACTICES FOR SANITARY DISTRICT OF DECATUR FACILITIES AND PROPERTY

Superior safety performance is an objective of all operations at the Sanitary District of Decatur. If the SDD is to protect the public, its employees and property, a good contractor safety program, which complements the company's program, is necessary.

Although this Contractor Safety Handbook does not contain all the safety and health standards contained in the federal regulations, 29 CFR Part 1910, "Occupational Safety and Health Standards" and 29 CFR Part 1926, "Occupational Safety and Health Standards for the Construction Industry", those selected cover the basic applicable standards and are expressed in straight-forward terms.

PURPOSE:

This handbook is issued to Contractors as a guide to safety work rules and security regulations at the SDD.

The Contractor assumes and has full responsibility and liability for the safety of its employees and for compliance by its subcontractors. This handbook contains the minimum safety rules and procedures for performance of work by Contractors on the Sanitary District of Decatur's property and facilities. *The rules and regulations covered in this handbook are not all inclusive.* Contractor's employees may have additional safety instruction in standards (OSHA standards) and other laws and regulations that apply to the work being performed. All Contractor employees working on SDD property should attend the OSHA 10-Hour Course for Construction Standards.

In addition to complying with the Sanitary District of Decatur's rules and work practices, Contractors and their employees are responsible for compliance with federal regulations, 29 CFR Part 1910, "OCCUPATIONAL SAFETY AND HEALTH STANDARDS," and 29 CFR Part 1926, "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS FOR THE CONSTRUCTION INDUSTRY", and all other federal, state, and local safety, environmental, and health laws and regulations. In any instance where this document conflicts with federal, state, or local safety laws or regulations, the more stringent law shall supersede this document.

Additional copies of this guide may be obtained from the Sanitary District of Decatur's website at <http://www.sdd.dst.il.us>.

The Contractor shall cooperate fully with the SDD Representative during construction operations to minimize conflicts and to facilitate the Owners use of the facility for its own operations. The Contractor shall also perform the work so as not to interfere with the normal operations.

The full safety requirements of Contractors working on construction projects may be found in the contract documents for a project. This handbook is to be considered a *supplement* to the general requirements of the contract documents. All Contractors will have a responsible safety person on the job site.

CONTRACTOR QUALIFICATION:

The qualification requirement is based (1) upon the Contractor's demonstrated safety performance and (2) upon the Contractor's ability to manage an effective safety program.

To remain a qualified bidder for construction, demolition or other contracted construction services to the Sanitary District of Decatur each Contractor shall provide the following information to the Sanitary District of Decatur's Representative:

- A. Provide statistical information pertaining to past safety performance from your OSHA 300 Logs for the most recent three-year period.
- B. Provide your Worker's Compensation Experience Modification Rate (EMR) for the most recent three-year period.
- C. Provide a description of your safety program, training methods, accident cost accounting, accident investigation, accident notification procedure and other safety information.

The safety performance standards listed below should be considered as a goal to be achieved. These standards are based on the most recent three years of performance. They will not necessarily be used as a requirement for qualification.

- A. An EMR of less than 1.0
- B. An OSHA Recorded Case Rate of 12.0 or less.
- C. A Lost Workday Case Rate of 6.0 or less.

A form entitled "Contracted Services Safety/Finance Qualification Questionnaire" will be required to aid in reporting the requested information. This form must be on file and current for a contractor to be eligible to bid on a project. If it is not on file, the bid will not be considered.

The "Sanitary District of Decatur Contractor Safety Handbook" covers the procedures and rules that must always be understood and adhered to by your employees during the project and while the employee is on the site. Each employee should have a copy of this handbook.

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GENERAL RULES AND REQUIREMENTS

ACCIDENTS AND FIRST AID

In the event of an accident involving a Contractor employee, the Contractor is responsible for the emergency care of the employee. The SDD does not necessarily have facilities to assist in Contractor emergencies on the job site. The SDD Representative must be notified immediately of any incident involving a Contractor or subcontractor employee while on the SDD's property.

EMERGENCY SITUATIONS

In the event of an emergency or evacuation, the Contractor will contact the SDD Representative at one of the numbers listed on the inside back cover of this handbook.

These numbers will be used to report a fire, a need for first aid, a chemical spill, or any other emergency. All accidents involving vehicles and property damage must be reported to the SDD Representative immediately.

Entry/Exit Procedures

All Contractor employees are to report to an SDD Representative when arriving at any SDD worksite.

SECURITY

For security reasons, the Contractor employees are restricted to that portion of the plant where the job site is located and the route to and from the job site. Entrance to an area other than where you are working is prohibited. Emergency exits should be used only in the event of an emergency. Doors locked from the outside (Emergency Exits) are not to be propped open without prior approval of the SDD Representative.

SPECIAL CONDITIONS

Many unique environments exist at the SDD, such as those commonly controlled by automatic gas monitoring, alarm, or fire control systems. The SDD Representative will make the Contractor aware of these unique systems before performing any work.

Precaution:

Shutdown of all electrical or mechanical systems must be arranged and coordinated with the SDD Representative.

TELEPHONES

Telephones are restricted to SDD business-related calls only.

RESTROOMS

Use of restrooms is to be arranged with SDD Representative.

USE OF SDD EQUIPMENT

Contractors are expected to provide all the required tools and equipment. Use of the SDD equipment will not be allowed. Equipment is not to be shared between Contractors.

VEHICLE AND TRAFFIC SAFETY

All Contractor vehicles must be parked in authorized areas. Parking in reserved areas, on roadways or sidewalks is discouraged. The SDD Representative will review parking restrictions with the Contractor.

Vehicles must yield to pedestrians.

Contractors must comply with all speed limits and other traffic regulations posted on SDD premises. All contractor equipment should have the company identification clearly displayed.

MANDATORY SAFETY RULES AND STANDARDS

ADHESIVES, SOLVENTS AND PAINTS

No paint, adhesives or solvents will be used in such a way that it will be detrimental to the health and/or life of any SDD employee or Contractor employee.

Adequate ventilation must be provided when employees are exposed to vapors of adhesives, paints, or solvents. If the area of use can be isolated, those Contractor employees working within that area should use the appropriate respiratory equipment and protective clothing. (Reference OSHA Standards §1926.55 and §1910.107)

Extreme caution must be used where flammable solvents or products containing flammable solvents are used to ensure that there are no sources of ignition such as pilot lights, spark producing equipment, smoking, etc. that could cause a fire or explosion.

Flammable paints and solvents must be stored in an approved flammable liquid storage cabinet when storage is required inside a building. The amount stored shall not exceed 25 gallons of class 1A liquids in containers or 120 gallons of class 1B, 1C, II, or III liquids in containers. Containers must be closed and conform to OSHA guidelines.

Acids, strong alkalis, and flammables must never be stored together.

All waste must be disposed of daily (see section on Chemical Waste Disposal).

ALCOHOL, DRUGS, & FIREARMS

Alcoholic beverages, illegal drugs, explosives, guns, and ammunition are completely prohibited on John Deere's property.

ASBESTOS

Prior to removal of asbestos materials on site, approval must be obtained from SDD Representative. Installation of new materials that contain asbestos is prohibited.

CHEMICALS

The SDD Representative must approve all chemicals and compressed gases used by contractors to which SDD employees may be exposed before being brought onto SDD property. The contractor must supply the SDD Representative with a Material Safety Data Sheet (MSDS) for each chemical/compressed gas required to complete the project.

1. The Contractor is responsible for providing all employees with Right-To-Know training on the chemicals that will be used on the project.
2. The SDD Representative will review with the Contractor and other Contractor personnel using chemicals:
 - The list of SDD chemicals used in the area under construction.
 - SDD chemical labeling system.
3. MSDS sheets for each chemical used by Owner in the area are available upon request. The Contractor must request copies of MSDS by contacting the SDD Representative or the Safety Department prior to any use of chemicals.

4. If, in the course of the work, the Contractor finds hazardous or unlabeled materials, which must be relocated to perform the work safely, the SDD Representative must be notified.
5. Discharging or dumping of chemicals into sanitary, industrial or storm sewer systems is strictly prohibited. To dispose of chemicals, Contractors should contact the SDD Representative to gain approval of a safe disposal method.
6. The Contractor must ensure that each chemical container used has a legible chemical label on it. *The labeling methods must conform to OSHA guidelines.*
7. The quantity of chemicals the Contractor stores on site must be limited to an approved amount required for the project and contained in approved storage facilities/cabinets.
8. Use of SDD chemicals by Contractors is strictly prohibited.

CHEMICAL SPILLS

In the event of a chemical spill, the Contractor must immediately notify SDD Representative at the appropriate telephone numbers listed on the inside back cover of this handbook. The Contractor should evacuate the spill area if a safety hazard exists. If the Contractor's employees have been trained to identify safety hazards associated with chemical spills; worker exposure hazards are not present; and containment activities can be performed in a safe manner, then the Contractor should attempt to contain the spill to prevent it from entering a plant sewer system. The SDD will be responsible for spill cleanup operation, and disposal and/or treatment of cleanup residues. The Contractor will be liable for all costs and damages incurred by Owner for cleanup of spills caused by Contractor and for the treatment and/or disposal of residues.

CHEMICAL WASTE DISPOSAL

While performing work on SDD property, Contractors shall comply with all Federal, State and Local waste disposal and wastewater discharge regulations.

Contractors will not dispose of any waste on SDD property, either solid or liquid, including oils and paints or any construction rubble or debris without obtaining prior written consent. The SDD sanitary, storm and industrial waste drainage systems are for the use of SDD processes and personnel only with the following exception. Domestic trash, such as lunch wastepaper, plastic wrap, bottles, and cans, may be disposed of in SDD trash containers.

Contractors are prohibited from disposing of any aerosol cans or flammable or toxic chemical waste containers into SDD trash receptacles. This waste must be disposed of separately by the Contractor in an approved manner.

COMPRESSED GAS CYLINDERS

Valve protection caps shall be in place when compressed gas cylinders are transported, moved, or stored (use carts when transporting).

Cylinder valves shall be closed when work is finished and when cylinders are empty or are moved.

Tank pressure reliefs and valves must not be altered in any manner.

Compressed gas cylinders shall be secured (always roped or chained to a cart or strong structural member) in an upright position except when cylinders are being hoisted or carried to a work location.

Cylinder gases must be strapped to and transported in a cylinder cart.

Cylinders shall be kept at a safe distance or shielded from welding or cutting operations heat or heat sources. Cylinders shall not be placed where they can contact an electrical circuit.

Oxygen and gas regulators shall be in proper working order while in use. Use only those regulators specifically recommended for the gas. Torch assemblies must be equipped with reverse flow check valves.

Oxygen and gas must be separated from each other by at least a distance of 20 feet or have a 5-foot noncombustible barrier between them.

If a leak develops in a cylinder, stop the leak if possible and immediately notify the SDD Representative. Matches, candles, or other open flames must never be used to trace leaks.

Cylinders should be permanently marked or stenciled to identify the type of gas in the cylinder. *Labeling methods shall conform to OSHA regulations.*

CONFINED SPACE ENTRY

Confined spaces include storage tanks, bins, sewers, inground vaults, degreasers, boilers, vessels, tunnels, maintenance holes, pits, or any area with limited entry. All confined spaces at the SDD are considered Permit Required Confined Spaces. If the Contractor believes a space is a non-permit required confined space, they may ask the SDD Safety Coordinator to reclassify the space temporarily. This reclassification is solely at the discretion of the SDD.

OSHA's 29 CFR Part 1910.146 Definition of a Confined Space:

"Permit required confined space," means an enclosed space which:

1. Is large enough and so confined that employees can bodily enter and perform work.
2. Has limited or restricted means for entry or exit.
3. Is not designed for continuous employee occupancy.
4. Has one or more of the following characteristics:
 - a. Contains or has a known potential to contain a hazardous atmosphere.
 - b. Contains material with the potential to engulf an employee.
 - c. Has an internal configuration such that an employee could be trapped or asphyxiated by inwardly converging walls, or a floor, which slopes downward and tapers to a smaller crosssection.
 - d. Contains any other recognized serious safety or health hazard.

Before entering a confined space, the Contractor must notify the SDD Representative of intent to enter. The Contractor will perform the required confined space tests, issue entry permits, and will review the safe entry requirements and the results of the tests with the entrants.

The Contractor must use a confined space entry plan including means for isolation, cleaning, ventilation, monitoring, and emergency rescue which is compatible with the confined space entry procedures established by Owner.

CONFINED SPACE ENTRY PROCEDURES:

1. Removal of Contents:

Confined space must be clean, free of hazardous materials/chemicals, and where necessary, flushed by water or other equivalent means.

2. Isolation:

All input lines which discharge into the confined space, shall be disconnected and capped or isolated. The use of a *single* inline valve shut off as the sole means of isolating the confined space from an input line is *prohibited*.

3. Electrical Lockout:

When electrical devices located within the confined space (motors, switches, etc.) are to be repaired or worked on, the line disconnect switches supplying the power must be tagged and locked in the **OFF** position. The key is to be kept by the person performing the job and only this person is authorized to unlock the switch and remove the tag upon completion of the job. When more than one person is working on the line, each must place a lock on the switch and retain a key.

Line disconnects switches supplying power to any mechanical apparatus in the confined space (mixers, conveyors, etc.) must be locked in the **OFF** position. If the apparatus cannot be locked out, an acceptable alternative is to disconnect mechanical linkages or block devices. This must be done for any entry even though work will not be performed on the apparatus itself.

4. Securing of Covers:

All maintenance holes and cleanout covers shall be removed, and the openings maintained clear of any obstruction. When hinged door or lids are present, they shall be secured so that they cannot close.

5. Testing Atmosphere and Continuous monitoring:

The Contractor will periodically make the appropriate tests to the atmosphere in the confined space to assure that 10% of the lower explosive limit is not exceeded, the threshold limit values (TLV) of toxic chemicals including Hydrogen Sulfide and Carbon Monoxide are not exceeded, and the oxygen content is greater than 20%, but less than 23%. Continuous monitoring is required while workers are in the space. If tests indicate evidence of atmospheric hazards, all personnel shall evacuate the confined space immediately.

6. Ventilation:

Confined spaces should be ventilated by use of a positive mechanical exhaust system to avoid recirculating contaminated air if necessary.

7. Standby Person/Attendant:

At least one attendant shall be stationed just outside the access opening of any confined space while such space is occupied. The attendant may not be assigned any duties that detract from his responsibilities to monitor the entrants.

Under no circumstances shall the attendant enter the confined space or allow anyone other than those listed on the permit (except trained rescue personnel) to enter the space.

The standby person/attendant shall:

- a. Maintain continuous awareness of the activities and well-being of the occupant of the confined space, and not do any other activities or work.
- b. Always maintain verbal communication.
- c. Be alert and fully capable of summoning help and the assistance of the security control center.
- d. Be physically able, trained, and equipped to assist in the rescue of an occupant from a confined space under emergency conditions.

8. Safety Gear and Personal Protective Equipment:

The Contractor shall instruct their personnel regarding safety gear and personal protective equipment required including protective clothing, hard hats, respirators, lifelines, and harness. Be sure instructions are given before entering any confined space.

10. Permits:

Permits are required to be completed prior to entry, kept on site, and cancelled when work is completed. A new permit is required for each entry if the space has been unoccupied for longer than 15 minutes. Permits are to be reviewed by the SDD Safety Department or an approved SDD Representative.

Any employee/employer entering a confined space without proper protocol will be considered to have committed an egregious, willful, and imminent danger violation and shall be dismissed immediately.

CONSTRUCTION AREAS

Construction areas must be clearly identified using barricades, ropes, stanchions, fences, cones, and appropriate signs. This includes any area used by a Contractor to perform work on SDD premises regardless of the length of time required to do the work or the type of work to be done. Also included is the area below the boom of a boom lift.

The Contractor shall provide all safety markers, barricades, ropes, stanchions, fences, cones, or appropriate signs necessary that are required to keep people out of the construction area.

CRANES AND HOISTS

Contractor personnel will not be permitted to use hoists and power lifting apparatus belonging to Owner unless prior written approval is obtained in each instance from the SDD Representative.

CUTTING AND WELDING

A cutting or welding permit must be obtained from the SDD Representative before any welding or cutting equipment is used inside any building. Appropriate fire extinguishing equipment shall be provided by the Contractor and made available around the cutting and welding activity.

Noncombustible or flameproof shields or screens must be provided to protect employees from sparks and direct rays of arc.

The Contractor must provide a fire watch equipped with a suitable fire extinguisher at or near the welding or cutting operation whenever combustibles or hazardous materials are present to see that sparks do not

lodge in floor cracks or pass through wall openings. The fire watch shall be continued for at least one-half hour after completion of welding or cutting operations to detect and extinguish possible smoldering fires.

No cutting or welding is permitted in sprinkler equipped buildings while sprinklers are out of service unless Owner maintains an appropriate fire watch.

ELECTRICAL SAFETY

Ground fault circuit interrupters (GFCI) must be provided for all receptacles.

The noncurrent carrying metal parts of fixed, portable, or plug-connected equipment shall be grounded. Portable tools and equipment protected by an approved system of double insulation need not be grounded.

Extension Cords

1. TW, Romex, and similar types of makeshift power extension cords shall not be used. In addition, worn or frayed cords shall not be used. Cords shall be properly rated for the job.
2. Extension cords shall not be run across aisle ways and corridors where they may create a tripping hazard. They should be hung overhead to reduce the possibility of traffic cutting or fraying the cord.
3. Extension cords and temporary lighting cords shall not be fastened with staples, hung from nails, or suspended from wires.

Exposed bulbs on temporary lights shall be guarded to prevent accidental contact except where bulbs are deeply recessed in the reflector. Temporary lights shall not be suspended by their electrical cords unless designed for this use.

Receptacles for attachment plugs shall be of the approved, concealed contact type. Where different voltages, frequencies, or types are supplied, receptacles shall be of such design that attachment plugs are not interchangeable.

When working on electrical systems, the following procedures must be followed:

1. Whenever possible, the circuit shall be deenergized and LOCKED OUT & TAGGED (zero energy state).
2. If it is not practical or possible to deenergize and lock out the circuit, the area must be barricaded and identified to keep unauthorized persons clear of any hazard. All energized circuits should be properly insulated or covered to prevent accidental contact.
3. Precautions shall be taken to make any necessary open wiring inaccessible to unauthorized persons.
4. When pulling wires, the breaker box must be deenergized. If that's not possible, use plastic wire pulling tape. Do not run metal tape into live box.
5. The performance of electrical work shall be done in accordance with existing Occupational Safety and Health Standards, as well as the current National Electric Code and NFPA Electrical Standard for Industrial Machinery, if applicable.

6. If work is to be performed on or near exposed electrical conductors, a qualified person must use test equipment to verify that those conductors are de-energized. The test must also determine if any hazardous condition exists because of inadvertently induced voltage or unrelated voltage feedback. If the circuit to be tested is over 600 volts, the test equipment must be checked for proper operation immediately before and immediately after the test.

EMERGENCY EQUIPMENT

Self contained breathing apparatus, first aid equipment, fire extinguishers, sprinklers, fire blankets, eyewash fountains, and deluge showers are not to be removed, relocated, or blocked without permission of SDD Safety Department.

All emergencies (fire, injury, gas, water line break, or other emergencies) are to be reported to the Owner by dialing the appropriate telephone numbers listed on the inside back cover of this handbook.

EXCAVATIONS AND TRENCHES

The Contractor must assign a "Competent Person" (as defined by OSHA) to oversee all excavations and trenching projects. Each trench or excavation shall have someone designated as the Competent Person.

An OSHA "competent person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them".

A Competent Person shall make daily inspections of excavations, evaluate hazards, and most importantly has authority to take prompt corrective measures to correct hazardous conditions up to and including ordering the stoppage of work. If there is evidence of possible cave-ins or slides, all work in the excavation shall cease until necessary safeguards have been taken. All employees working on excavation and trenching projects must be trained on OSHA 1926.650 standards and the hazards of excavations.

Before doing any excavation work, the existence and location of underground pipes, electrical conduit, etc. must be determined, and the Contractor must contact the SDD Representative.

Excavations such as ditches or trenches shall be sloped sufficiently to prevent caveins or slides. If sloping is impractical, shoring shall be used.

Trenches more than 4 feet deep shall have ladders or steps located to require no more than 25 feet of lateral travel between means of egress.

Excavations and trenches must be adequately illuminated, barricaded, and identified.

Any employee entering an excavation or trench without a proper protective system, **and** the Competent Person overseeing the excavation or trench, will be considered to have committed an egregious, willful, and imminent danger violation and shall be dismissed immediately.

FALL PROTECTION

The SDD requires Fall Protection on all walking/working surfaces with an unprotected side or edge which is 4 feet (1.3m) or more above a lower level. This is the General Industry Standard and more stringent than the OSHA regulation for Fall Protection for the Construction Industry. Guardrail systems, safety net systems or personal fall arrest systems may be employed.

FLAMMABLE / COMBUSTIBLE MATERIALS

Flammable liquids must be dispensed in safety cans with flash screens bearing a Factory Mutual or Underwriter's approval. These containers must be clearly identified as to their contents.

Flammable liquids shall be kept in closed (covered) containers when not actually in use. Transfer of flammable liquids from one container to another shall be done only when the containers are electrically interconnected.

FLOOR OPENINGS

Barriers, railings, and/or covering materials substantial enough to sustain twice the load of pedestrian or vehicular traffic shall guard floor openings, cones and caution tape are not acceptable.

Where a danger of falling exists, elevated floor areas must be provided with guardrails. In addition, toe boards should be provided when the possibility exists of falling objects striking personnel below.

HIGH HAZARD AREAS

Although this list may not be inclusive, there are certain areas and operations at the SDD facilities were, because of the nature of the hazards, extra precautions must be taken. Before entering any of the following areas or starting work on any operation, the Contractor is required to check with the SDD Representative for a review of the safety and health rules that apply.

- Confined spaces (tanks, maintenance holes, vaults, pits, etc.)
- High noise level areas
- Chemical storage and dispensing areas
- Roofs

The Contractor is also required to check with the SDD Representative before any work is done on a flammable gas or solvent line, a tank or vessel that contains or had contained a flammable material, and before making an excavation any place on the site.

HOUSEKEEPING

Material must be carefully stacked and located so that it does not block aisles, doors, self-contained breathing apparatus, fire extinguishers, fire blankets, emergency eyewash fountains, emergency safety showers, fixed ladders, or stairways.

Form and scrap lumber and all other debris shall be removed after the project is complete.

Daily cleaning procedures shall include broom sweeping of all affected areas.

At the completion of a project, the area will be thoroughly cleaned by such means as vacuuming, hosing down, etc.

Combustible scrap, waste materials, and debris shall be removed daily,

Containers shall be provided for collection and separation by type of refuse. Covers shall be provided on containers used for flammable, combustible, or harmful substances (see section on Chemical Waste Disposal).

Overhead storage of debris, tools, equipment, etc., is prohibited. No loose material shall be left in the area above suspended ceiling panels.

Contractors shall not store any equipment, materials, work carts, tools, trash, or debris in exit stairways, doors, electrical panels, or emergency equipment.

INDUSTRIAL POWERED VEHICLES

Personnel that operate powered vehicles must have appropriate training. The SDD Representative must authorize the use of gas-powered vehicles.

LADDERS

When working on ladders, Contractor's employees must not work from the top rung or step. When using a ladder in an aisle or any area not designated as a "CONSTRUCTION AREA", the area around the ladder must be identified with barricades, plastic barricade tape, stanchions, cones, or another Contractor employee to direct pedestrian and/or powered vehicle traffic around the work area.

The use of ladders with broken or missing rungs or steps, broken or split handrails, or with other faulty or defective construction is prohibited. Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.

LOCK-OUT / TAG-OUT

The SDD has adopted a Lockout / Tag-out Policy to establish the minimum requirements for the lockout of energy isolation devices. It shall be used to ensure that the machines or equipment are isolated from all potentially hazardous energy, and locked out before employees perform any servicing or maintenance activities where the unexpected energizing, start-up or release of stored energy could cause injury.

Lockout will be the *only* method of isolating machine or equipment energy sources and will be used in all but a few limited circumstances (which must be approved by the SDD Representative). Under no circumstances will the contractor remove a lockout installed by SDD employees. Only the person responsible for its installation will do removal of such lockout and tag.

Contractors shall comply with SDD lockout (zero energy state) procedures. Copies of the procedure shall be obtained from a SDD Representative prior to a lockout being performed.

MOBILE CRANES

Mobile cranes, including portable crane derricks, power shovels, or similar equipment, should not be operated within 50 feet of overhead electrical power lines unless specific approval in each instance has been obtained by the Contractor from the SDD Representative.

Accessible areas within the rearswing radius of the revolving superstructure shall be barricaded to keep unauthorized persons away.

Hoisting equipment or material over the roof of SDD buildings is not allowed unless there is no alternative method. In such a case, the SDD Representative must be notified in advance, so as to take appropriate action regarding persons occupying the building.

When there is no alternative to operating over an existing SDD building, the following procedures must be followed:

1. The load must be kept to a minimum height over the building's roof.
2. Additional personnel or tag lines must be used to guide the material over the roof area.

3. An observer trained in the use of hand signals must be used when the load is out of sight of the operator.

When material movement or new building materials must be hoisted near an existing, occupied building of Owner, the SDD Representative must be notified.

MOBILE WORKING PLATFORMS

Mobile work platforms shall be operated in accordance with safe work practices.

Contractors shall not stand on guardrails to gain extra reach nor lean out over platform railings to perform work. Mobile work platforms shall not be moved with the platform elevated nor should any manufacturer installed safety device be overridden or disconnected.

Areas around mobile work platforms that are being used to perform Contractor work, either in the raised or lowered position must be identified with cones or ropes and stanchions.

Approved safety harnesses and lanyards are required when operating mobile work platforms, such as JLG's, Snorkels, and Marks. They are not required when using a scissors lift.

OVERHEAD WORK

Contractors shall take precautions to prevent exposure to persons passing or working beneath overhead work using barricades, tape, signal person, and/or any other approved means. When working overhead, do not start until occupants of the area beneath the job have been notified and the area has been cleared of people. Request to relocate SDD personnel shall be made to the SDD Representative.

Hard hats are required for Contractors and SDD personnel when entering defined construction areas where overhead hazards exist or working below ground.

PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

Approved safety glasses with side shields are required.

Contractors shall ensure that their employees are equipped with approved personal protective equipment that is required at the Sanitary District of Decatur and shall enforce its use. Owner will not supply such equipment to Contractors. Hard hats, respirators, face shields, goggles, safety glasses, safety shoes, hearing protection, etc. will be supplied by the Contractor.

POWDER ACTUATED TOOLS

Powder actuated tools are not to be used on SDD property unless specific approval in each instance is obtained from the SDD Representative.

The tool shall never be left unattended in a place where it would be available to unauthorized persons. The tool shall not be used in explosive or flammable atmospheres.

ROAD WORK

Barricades and "WORKERS" signs shall be used for all road construction and repair work. Where signs and barricades do not provide adequate protection, flag people should be used. To reduce the hazard of being struck by automobiles, Contractor employees should wear class I or Class II orange/red/lime vests when working in high vehicle traffic areas such as roads, parking lots, etc.

ROOFS

Fall protection shall be provided while performing work on unprotected roof edges. Individuals are not allowed to access the roof alone.

Warning lines are to be used when roof work is within 10 feet of the roof's edge. Workers, equipment, or material will not be allowed beyond the perimeters of the warning line.

Pull type vehicles will not be allowed outside the 10-foot perimeter warning lines.

Guardrails shall be used when roof work is within 10 feet of the roof's edge. Owner will not supply guardrails for roof work. Permission must be obtained from the SDD Representative to fasten guardrails to the roof.

Roof monitors are no longer allowed as a form of fall protection.

Safety harnesses shall be used in lieu of warning lines and guardrails.

Designated hoisting areas are required and are the only places allowed for hoisting materials to and from the roof. These areas shall be protected with guardrails to prevent an accidental fall.

Extension ladders must be secured to the edge of the building to prevent slipping and must extend at least three feet above the roofline.

SAFETY HARNESES

Safety harnesses are required on swinging or portable scaffolds.

Safety harnesses and lifelines are required on all work in confined spaces where an oxygen deficiency or toxic vapors may exist.

All lifelines must be safely secured to stable and adequate support. DO NOT secure lifelines and safety harnesses to the sprinkler system or utility piping.

SALAMANDERS OR SPACE HEATERS

Salamanders must be of a Factory Mutual or Underwriter's approved type.

Position salamanders away from all combustible materials.

Guard salamanders from traffic to prevent them from being overturned and have adequate ventilation in the area.

SCAFFOLDS

Upright scaffolds shall be plumb, secure, and have firm footing.

Narrowbase portable maintenance staging must be equipped with outriggers. Stationary metal upright scaffolds shall be secured to the building or other adequate structure.

Scaffolds not tied to a structure must be no taller than 4 times the width of the shortest base dimension (including outriggers).

Platforms and planks shall be secured or cleated to the scaffold to prevent platform slippage.

Platforms shall be at least two planks wide and extend over the supporting surfaces or edges not less than 6 inches or more than 12 inches. A plank is defined to be at least 12 inches wide.

A safe means shall be available for access to the work platform.

Scaffolds more than 10 feet above the ground must have guard rails and toe boards on all open sides and ends.

Scaffolds 4 to 10 feet in height, having a minimum dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends of the platform.

SMOKING AND OPEN FLAMES

Smoking is prohibited in all SDD Facilities under Illinois State Law. Under no circumstances is smoking permitted in or around chemical tank farms, chemical use areas, or in any area designated as a “NO SMOKING” area. Contact the SDD Representative for information on designating a smoking area for Contractor Personnel.

Do not throw cigarettes, cigars, or matches in trash containers or on the ground.

SWINGING SCAFFOLDS

Swinging scaffolds shall be supported by safe anchors and suspension ropes designed to safely support the load.

The scaffold shall be provided with guardrails and intermediate rails on both sides, as the work requires.

Individuals working on swinging scaffolds shall always wear safety harnesses.

Safety harnesses for each worker shall be provided and connected to a lifeline, which is anchored independently.

TARPAULINS

When tarpaulins are required for the deflection of hot slag, dust, paint drippings, etc., or as security barriers, they should be flame resistant and in good condition.

TOOLS

Hand and power tools should be kept in safe operating condition.

Safety guards must be kept in position on power tools and any machines with moving parts. All tools must be guarded in accordance with OSHA 1910 and 1926.

All power tools and equipment must be grounded, or UL approved as double insulated (see section on Electrical Safety).

Nonsparking tools are necessary in certain areas where flammable solvents or materials are handled or where sparks could create an explosion.

The use of SDD tools and equipment by Contractors is prohibited.

TRAINING

All contractor employees working for the Sanitary District of Decatur shall attend the OSHA 10-Hour Construction Standards course and submit documentation of satisfactory completion to the SDD.

WARNING SIGNS

Warning signs, barriers, barricades, etc., must be provided whenever such protection is needed. Where signs and barricades do not provide adequate protection, particularly along a road or walkway, flaggers must be provided.

Contractors' work should be isolated from company operations.

WASTE DISPOSAL

The Contractor may dispose of clean demolition rubble, concrete, and soil at fill areas accepting such materials. Contact the SDD Representative for such approval. Disposal of demolition rubble, concrete, and soil is not suitable, as clean fill must be disposed at an approved landfill. Soils with petroleum contamination must be segregated, covered, and sampled and analyzed for contamination prior to disposal. The Contractor will be responsible for the proper disposal of materials to an approved facility.

R E M E M B E R:

**Safety is the Sanitary District of Decatur's
number one priority.**

**EMERGENCY TELEPHONE
NUMBERS**

David Boys
Safety & Health Coordinator
Sanitary District of Decatur
davidb@sddcleanwater.org
(217) 422-6931 x 221 work
(217) 4336591 cell

Sanitary District of Decatur Contractor Safety Plan

Instructions for Completion

1. Part A to be completed by the SDD Project Manager (or designated representative) and Safety Coordinator and reviewed with the Contractor.
2. Part B to be completed by the Contractor prior to beginning work, either with the bid or upon contract award. Review with employees and have them sign the form.
3. Part C to be completed by the Contractor prior to beginning work.
4. Part D to be completed by the Contractor prior to beginning work for each employee at the jobsite and whenever a new employee works at the jobsite.
5. Each Contractor and Sub-Contractor must fill out an individual Safety Plan
6. Parts A, B, C, D and E must be provided to the SDD Project Manager prior to beginning work.

Contractor Safety Plan – Part A

Part A to be completed by the SDD Project Manager (or designated representative)
and Safety Coordinator with a copy given to the Contractor.

Job description: _____ _____		
Location of Job _____	Start Date _____	End Date _____
Contractor _____		
Contractor Ph # _____ Contractor E-mail _____		
Date _____	SDD Project Mgr _____	Safety Coord _____
<input type="checkbox"/> Review scope of work	<input type="checkbox"/> Discuss site access	
<input type="checkbox"/> Review site conditions	<input type="checkbox"/> Discuss materials management	
<input type="checkbox"/> Discuss project schedule	<input type="checkbox"/> Any subcontractors? _____	
<input type="checkbox"/> Normal shift	<input type="checkbox"/> Walk through the jobsite	
<input type="checkbox"/> Night shift	<input type="checkbox"/> Discuss emergency procedures	
<input type="checkbox"/> Scheduled overtime	<input type="checkbox"/> Discuss waste disposal procedures	

Job Specific Training Requirements (check all that apply)	
<input type="checkbox"/> SDD Contractor Safety Orientation	<input type="checkbox"/> Operator training for machinery and equipment
<input type="checkbox"/> Review job hazards and hazard prevention with all employees and skilled trades	<input type="checkbox"/> Trenches and excavations
<input type="checkbox"/> OSHA 10-hour course for all employees	<input type="checkbox"/> Scaffolding
<input type="checkbox"/> Permits obtained	<input type="checkbox"/> Respirator certification
<input type="checkbox"/> Digging	<input type="checkbox"/> Environmental hazards
<input type="checkbox"/> Roof access	<input type="checkbox"/> Electrical exposures
<input type="checkbox"/> Confined space	<input type="checkbox"/> Confined space
<input type="checkbox"/> Hot work	<input type="checkbox"/> Lockout/Tagout
<input type="checkbox"/> Hazardous material handling and MSDS review	<input type="checkbox"/> Fall protection
	<input type="checkbox"/> Aerial work platform
	<input type="checkbox"/> Other _____

Safety Equipment/Personnel Required (check all that apply)	
<input type="checkbox"/> Additional eye/face protection	<input type="checkbox"/> Respirators
<input type="checkbox"/> Foot protection beyond hard toed shoes	<input type="checkbox"/> Protective clothing (nomex, etc.)
<input type="checkbox"/> Hearing protection	<input type="checkbox"/> Special lighting
<input type="checkbox"/> Full body harness and lanyard	<input type="checkbox"/> Ventilation equipment
<input type="checkbox"/> Fall protection lifeline system	<input type="checkbox"/> Traffic control personnel
<input type="checkbox"/> Electrical arc flash clothing	<input type="checkbox"/> SDD escort
<input type="checkbox"/> Gloves	<input type="checkbox"/> Security notification
<input type="checkbox"/> Fire extinguishers	<input type="checkbox"/> Other _____

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Contractor Safety Plan – Part B

Part B to be completed by the Contractor/Subs prior to beginning work, either with the bid or upon contract award.

Job Hazards Expected (check all that apply)	
<input type="checkbox"/> Poor lighting <input type="checkbox"/> Flying particles or objects <input type="checkbox"/> Pinch points <input type="checkbox"/> Heights above ground level <input type="checkbox"/> Depths below ground level <input type="checkbox"/> Exposure to heat or cold <input type="checkbox"/> Slippery walking/working surfaces	<input type="checkbox"/> Noise level above 85 dbA <input type="checkbox"/> Powered hand tools <input type="checkbox"/> Electrical <input type="checkbox"/> Heavy lifting <input type="checkbox"/> Vehicles and equipment <input type="checkbox"/> Hazardous Chemicals or Waste <input type="checkbox"/> Other _____

Project Task	Existing/Potential Hazards	Specific Hazard Prevention Procedures

All Contractor employees covered by this safety plan shall review the plan and sign below

Job-site safety inspector _____

List subcontractors and crew size _____

Contractor/Subs Safety Plan – Part C

Part C to be completed by the Contractor prior to beginning work.

Qualified Personnel

OSHA requires that a qualified person be used for certain job tasks. Provide the name of the qualified personnel performing the following jobs at the site that are related to the contractor's scope of work.

- Safety responsibility _____
- Asbestos _____
- Bolting, riveting, fitting up _____
- Compressed air _____
- Concrete, concrete forms and shoring _____
- Cranes (hoisting equipment) _____
- Slings _____
- Electrical _____
- Excavations and trenching _____
- Tunnels and shafts _____
- Fall protection _____
- Hearing protection _____
- Ionizing radiation _____
- Ladders _____
- Lead _____
- Material/personnel hoists and elevators _____
- Mechanical demolition _____
- Tilt-up concrete construction _____
- Respiratory protection _____
- Scaffolding _____
- Welding and cutting _____
- Hazardous Chemicals or Waste _____

Contractor Name _____

Contractor Manager or Safety Rep signature _____

Title _____

Date _____

Contractor Safety Plan – Part D

Part D to be completed by the Contractor/Subs prior to beginning work.

OSHA required training Complete this form annually for each contractor employee working on the site. This document verifies that the undersigned has been trained in the following topics that are related to the contractor's scope of work.

Employee Name _____

- | | |
|--|--|
| <input type="checkbox"/> Aerial Work Platform | <input type="checkbox"/> Hand and Power Tools |
| <input type="checkbox"/> Bloodborne Pathogens | <input type="checkbox"/> Hazard Communication/Right-To-Know |
| <input type="checkbox"/> Commercial Diving | <input type="checkbox"/> Hazwoper/Emergency Response |
| <input type="checkbox"/> Compressed Gas | <input type="checkbox"/> Hearing Conservation |
| <input type="checkbox"/> Concrete and Masonry | <input type="checkbox"/> Ladders and Stairs |
| <input type="checkbox"/> Confined Space Entry Procedures | <input type="checkbox"/> Lockout/Tagout |
| <input type="checkbox"/> Cranes and Derricks | <input type="checkbox"/> Material Handling |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Mobile Equipment |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Personal Protective Equipment |
| <input type="checkbox"/> Emergency Procedures | <input type="checkbox"/> Power Transmission and Distribution |
| <input type="checkbox"/> Excavations and Trenching | <input type="checkbox"/> Respiratory Protection |
| <input type="checkbox"/> Fall Protection | <input type="checkbox"/> Rigging |
| <input type="checkbox"/> Fire Extinguisher/Fire Prevention | <input type="checkbox"/> Scaffolding |
| <input type="checkbox"/> First Aid/CPR/AED | <input type="checkbox"/> Signs and Barricades |
| <input type="checkbox"/> Flagger | <input type="checkbox"/> Steel Erection |
| <input type="checkbox"/> Forklift Operation | <input type="checkbox"/> Vehicle Safety |

Contractor Name _____

Contractor Manager or Safety Rep signature _____

Title _____

Date _____

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Contractor Safety Plan – Part E

Part E to be completed by the General Contractor prior to beginning work.

Briefly summarize your auditing plan for this jobsite. Copies of audit records are to remain on site for inspection by the SDD project manager and Safety Manager for the duration of the work.

AUDITING PLAN CONSISTS OF:

Contractor Name _____

Contractor Manager or Safety Rep signature _____

Title _____

Date _____

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