Request for Proposal

for the Demolition of

Former Peru Power Plant Property and Associated Structures

September 19, 2016
# Table of Contents

1 INTRODUCTION........................................................................................................................................... 3  
2 BID DOCUMENTS........................................................................................................................................ 4  
   2.1 Purpose.................................................................................................................................................. 4  
   2.2 Contact Information ............................................................................................................................. 4  
   2.3 CONTRACTOR’S UNDERSTANDING ................................................................................................. 4  
   2.4 HEALTH AND SAFETY PROVISIONS ............................................................................................. 5  
   2.5 PERMITS, LICENSES, AND ORDINANCES ..................................................................................... 5  
   2.6 Taxes and Fees.................................................................................................................................... 5  
   2.7 Bid Walkthrough Schedule ............................................................................................................... 5  
   2.8 Submission of Bid ............................................................................................................................. 5  
   2.9 Basis For Award ............................................................................................................................... 6  
   2.10 BASIS FOR AWARD ....................................................................................................................... 6  
   2.11 Quality and Workmanship................................................................................................................. 6  
3 SITE ACTIVITIES FOR DEMOLITION ........................................................................................................ 7  
   3.1 SITE CONDITIONS ........................................................................................................................... 7  
   3.2 DEMOLITION ACTIVITIES............................................................................................................... 7  
      3.2.1 Asbestos Abatement Activities .................................................................................................. 7  
      3.2.2 Excavation Activities ................................................................................................................. 7  
      3.2.3 Backfilling and Compaction ....................................................................................................... 8  
      3.2.4 Surface Restoration .................................................................................................................... 8  
      3.2.5 Construction Fencing ................................................................................................................. 8  
      3.2.6 Storm Water / Erosion Control ................................................................................................ 9  
      3.2.7 Dust Control .............................................................................................................................. 9  
      3.2.8 Transportation Requirements .................................................................................................. 9  
4 GENERAL CONDITIONS ............................................................................................................................ 10  
5 SPECIAL CONDITIONS AND INSTRUCTIONS .................................................................................... 16  

Attachments  
Attachment 2 – Contractor Safety Pre-Qualification Checklist  

FIGURES  
Figure 1 – Site Plan
Introduction

The site is named Peru Utilities Power Plant, located at 301 East Canal St., in Peru, Indiana. A site plan is provided as Figure 1. This site is currently an inactive coal-fired power plant located on the southeast corner of Wayne Street and Canal Street, which consists of offices, operational rooms, maintenance areas, boiler areas, a turbine room, coal transfer areas, electrostatic precipitators, and electric transformers outside of the main building. It also includes an unattached cement coal bunker with associated coal transfer areas located south of the main plant. South of the coal bunker, along the north bank of the Wabash River, are two separate pump houses and a river water return outlet loop connected underground from the river, running through the plant and then back to the river just east of the Wayne Street Bridge.

Multiple assessments of the building and subsurface were conducted at the site in 2016. The previous investigations conducted at the site include the following:

- Phase I Environmental Site Assessment, dated February 16, 2016, by ATC Group Services LLC.
- Phase II Limited Subsurface Investigation (LSI), dated May 31, 2016, by ATC Group Services LLC.
- Lead-Based Paint (LBP) and Asbestos Investigation Report, dated May 16, 2016, by ATC Group Services LLC.

The prior assessments conducted on this site, bid documents, and Contractor’s responsibility documents are available for review on the Peru Utilities Website at peruutilities.com, under News & Updates/Requests for Bids & Proposals/Power Plant Demolition.

Peru Utilities is requesting bids for the following actions:

Peru Utilities is requesting bids for demolition (including asbestos abatement) of the proposed structures associated with the inactive Peru Utilities Power Plant, as one complete itemized proposal.

Bids will be divided up into two categories: A Market Value Bid and a Salvage Bid category.

The Market Value Bid shall consist of one itemized bid with a firm, not to exceed, net cost to Peru Utilities for the entire demolition project.

The Salvage Bid will consist of one itemized bid with a firm, not to exceed, gross cost to Peru Utilities with the agreement to give full credit or cash of the salvage value of the materials from the demolition to Peru Utilities. The contractor will be required to use Omni Source for all salvageable materials removed from the demolition site.

Bidders are encouraged to submit bids on both the Market Value and the Salvage categories, but bidding on only one category is acceptable.

Peru Utilities requests each bid to include the following options for both categories:

Option 1: Demolition of proposed structures and components including (but not limited to) slab and footings removed from the site aboveground to at least one (1) foot deep.

Option 2: Demolition of proposed structures and components including (but not limited to) slab and footings removed from the site aboveground to at least three (3) feet deep.

Option 3: Demolition of proposed structures and components and full excavation of all slabs, columns, footings, piping, and structures.

Peru Utilities is not interested in parties offering to purchase only major components/equipment of the facility; any bid doing so will not meet the requirements of this document.
2.1 Purpose

The purpose of this bid package is to solicit bids for the following action:

Peru Utilities is requesting bids for demolition of the proposed structures associated with the former Peru Utilities Plant. The structures requested to be removed by Peru Utilities include the former power plant, the coal storage building, fuel oil storage building, and both river pump house structures. The Contractor’s bid will include the charges that would be assessed for the proposed demolition, asbestos abatement, loading, transport, disposal, confirmatory air sampling (for asbestos-related work), backfilling, compaction, and surface restoration activities. The Contractor will commit to a time frame for completion not to exceed eighteen (18) months without prior approval from Peru Utilities. Details of the required activities can be found in Section 3.0.

2.2 Contact Information

Any questions or comments may be directed to:

Joshua Chance
Peru Utilities
Project Manager
765.473.6681, Ext. 1125
Email: jchance@peruutilities.com

2.3 Contractor’s Understanding

The Contractor MUST attend the Bid Walkthrough in order to be eligible for bidding on the demolition portion of this project. No demolition bids will be accepted from Contractors who did not attend the scheduled walkthrough. No additional walkthroughs will be scheduled to re-visit the site. The Contractors attending the walkthrough will be provided access to the on-site structures for observation. No demolition activities will be permitted prior to the start of the project.

Each Contractor must be informed of the conditions relating to the execution of the work. It shall be the Contractor’s obligation to verify conditions and to identify any difficulties likely to be encountered in the execution of the work. The selected Contractor shall provide the labor, proper and adequate equipment, and continuous on-site supervision to allow for the completion of the scope of work in a timely manner.

The selected Contractor will be required to fully comply with all requirements of the contract documents. The Contractor awarded the contract shall comply with all federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

The Contractor shall invoice Peru Utilities in accordance with the proposed fee schedule and provide the required invoicing details. The work under this contract shall be performed on a “Not to Exceed” amount. The Contractor assumes all additional costs arising from seen and unseen conditions with the proposed bid amount unless otherwise approved by Peru Utilities.

Under the Salvage Bid category, the Contractor shall give full credit or cash of the salvage value of the materials, based upon weights, kind of material, and current market values from the demolition to Peru Utilities. The Contractor will be required to use Omni Source for all salvageable material removed from the demolition site. Proper and accurate documentation of all materials removed
from the site shall be provided to Peru Utilities weekly, including weigh tickets and credit receipts of scrap. Peru Utilities has the right to monitor all materials removed from the demolition site.

2.4 Health and Safety Provisions

The Contractor shall be responsible for full compliance with all applicable health and safety provisions by their employees and by their subcontractors. Work procedures shall conform to all EPA, OSHA, Federal, State, and local laws, regulations, and ordinances. The Contractor will provide personnel trained in accordance with 29 CFR 1910.120. It is recommended that a Site Health and Safety Plan is completed for the site, which describes any anticipated health and safety hazards associated with the operations at the site. Peru Utilities requires completion and submission of Contractor Safety Program Documents, labeled as Attachment 1 and Attachment 2 included in the submitted bid package.

2.5 Permits, Licenses, and Ordinances

The Contractor shall at all times comply with all applicable EPA, OSHA, federal, state and local ordinances, laws and regulations. The Contractor shall protect and indemnify the City of Peru, Peru Utilities, their respective employees, officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, or regulations. The Contractor must acquire and pay the cost of all building permits and all other permits or licenses necessary to complete the work.

2.6 Taxes and Fees

The Contractor awarded the contract shall pay all applicable taxes and fees, as required by state, county, and local laws and statutes. The Contractor’s estimate of the taxes and fees to be paid shall be included in the bid.

2.7 Bid Walkthrough Schedule

A site walkthrough has been scheduled at 9:00 am EDT on Thursday, October 6th, 2016. As discussed above, the Contractor MUST attend the bid walkthrough in order to be eligible for bidding on the demolition of this project. The walkthrough is expected to include a brief discussion about the proposed scope of work, allow access to the site structures for observation, and address any questions the Contractors may have regarding the project. It is recommended that an asbestos abatement contractor accompanies the Contractor during this walkthrough due to the presence of RACM in the site structures.

2.8 Submission of Bid

All demolition bids shall be delivered to Peru Utilities by 1:00 pm EDT on Friday, October 21st, 2016, and will be opened at 1:00 on October 21st. All bids must be submitted no later than the time prescribed, at the place, and in the manner set forth below. Bid documents shall be labeled with the Contractor’s return address and addressed as follows:

To: Peru Utilities
PO Box 67
335 East Canal
Peru, Indiana 46970-0067
Attn: Joshua Chance
Bid Submittal:
Peru Power Generating Plant Demolition
Without exception, demolition bids are to include the following items:

1. The signed cost of the proposal.
2. Bid Bond equivalent to 10% of the bid price.
3. A detailed description of the work items and associated activities with sufficient detail so Peru Utilities can evaluate the Contractor’s understanding of the work.
4. A preliminary schedule of major activities with start and completion dates. Contractors should state the expected project duration for the services requested.
5. Identification of proposed subcontractors to be used by the Contractor.
6. Acknowledgment of Addendum, if applicable.
7. A list of similar projects completed within the last five years, including the net cost to the owners of the project.
8. A description of the expertise, experience, and resources directly relevant and available for the proposed project.
9. A list of references from similar projects.
10. Resumes of staff members that will work on the project.
11. Completed Peru Utilities Contractor Safety Program requirements.

2.9 Basis for Award

All demolition bids will be evaluated by Peru Utilities for the proposed demolition activities. The project will be awarded to the responsible Contractor submitting the most appropriate bid for the contract and complying with the conditions of the Instruction to Contractors and the contract documents. Contractors are cautioned that their bids must be clear, concise, and appropriately address the portion of work that is being bid on. Incomplete bids or bids which are not clear may be subject to rejection. Peru Utilities reserves the right to reject any and all bids as it relates to the proposed work.

2.10 Quality and Workmanship

Any portion of the Contractor’s work in which Peru Utilities determines to be inconsistent with the proposed demolition requirements or applicable specifications will be immediately corrected by the Contractor to bring the materials, workmanship, or work into compliance. If the Contractor fails to correct the deficiencies, Peru Utilities (after notification), may have the deficiencies corrected and deduct the expenses from the payment due to the Contractor.

The Contractor must perform the work with a high regard for quality, being particularly attentive to the quality of the surface restoration. Any settling or premature deterioration of the restored surface areas within one (1) year of project completion shall be repaired immediately by the Contractor at no additional expense to the Peru Utilities.
3 Site Activities for Demolition

3.1 Site Conditions
The site consists of a former power plant. Ground cover consists of concrete and asphalt pavement. A gravel lot (old railroad property) is located on the south portion of the site, between the coal storage building and the pump houses/Wabash River. Clarifier Basins for Peru Utilities water filtration processes are located on the east boundary of the site. Residential buildings are located to the north and west boundaries. Multiple buildings are located on the site including the former plant, a coal storage building, a fuel oil tank building, and two river water pumping houses. These structures are proposed for demolition.

A Site Plan is provided as Figure 1 depicting surface structures on the site.

3.2 Demolition Activities
The Contractor shall remove the former plant, coal storage building, and fuel oil building structures. Both pump houses will have all components removed and the structures demolished, leaving the concrete contacting the river in place up to base flood elevation. The 36" river inlet loop piping will be capped and filled with flowable fill to avoid loss of surface integrity. All building components including (but not limited to) slab and footings will be removed from the site aboveground to Peru Utilities' proposal accepted depth. Any plant related subsurface piping encountered during demolition activities will need to be removed to the proposal accepted depth, below ground surface and filled-in or capped to ensure structural integrity is being met for future development. The Contractor will be responsible for all costs associated with demolition. The Contractor shall coordinate project activities with Peru Utilities, sub-contractor, regulatory agencies, and other parties as needed. The Contractor will provide these activities in a manner that will not require Peru Utilities operations to cease or be restricted. The Contractor should also provide these activities while safeguarding the surrounding neighborhoods and public areas from any and all potential hazards.

3.2.1 Asbestos Abatement Activities
Based on ATC Group Services’ Lead-Based Paint and Asbestos Investigation Report of the Peru Utilities’ Power Plant, dated May 16, 2016, regulated ACM (RACM) are present at the site that will require removal prior to demolition of the on-site structures. The RACM includes materials on building components and loosely-stored materials. A total of approximately 19,787 square feet and 6895 linear feet of RACM were identified at the site during the ACM survey. These quantities are not intended to be used as the sole basis of the bidding document. Field verification should be performed to determine actual quantities of RACM. It is the Contractor’s responsibility to accurately quantify the asbestos materials for the cost of the removal. The Contractor who is awarded the job will be responsible for locating and removing all the asbestos containing materials within the designated work area. This includes the materials listed in the provided asbestos report and any additional asbestos-containing materials discovered during the project. The Contractor will be responsible for all costs associated with asbestos abatement including necessary monitoring.

3.2.2 Excavation Activities
During the Phase II investigation, some collected soil sample concentrations were above IDEM MTG screening levels for certain chemicals. Refer to provided ATC Group Services Phase II document for
the results. Should soil excavation take place at the site, then the soils will need to be handled/disposed of according to state and federal guidelines. The excavation of soil is expected to be minimal as part of the proposed demolition.

Some of the demolition work including removal of subgrade building components may be performed in areas where there are underground utilities. The Contractor will be responsible for clearing underground utilities with the appropriate entities and procedures. The Contractor must use caution in these areas. All lines that are damaged during the demolition activities shall be repaired prior to surface restoration at contractor’s expense.

The Contractor is responsible for excavating, stockpiling, loading and hauling of the impacted soil. Disposal costs associated with the soil (if any) will be handled by the Contractor. If stockpiling of contaminated soil is necessary, it shall be placed on visqueen (plastic) and covered with the same or placed into roll-offs.

3.2.3 Backfilling and Compaction

For areas below the existing surface grade area exposed after demolition/removal of building components, these areas need to be backfilled using imported, tested and documented, “clean” backfill. Before fill placement begins, the site subgrade should be proof rolled to verify competent fill base support. The proof rolling should be inspected by a geotechnical engineer to ensure quality control is being met. Once documented and approved, the placement of backfill may commence.

Structural fill placed at the site may include cohesive or granular soil. Structural fill should be placed in 8-inch maximum loose lifts and compacted to at least 98 percent of maximum dry density as determined by Standard Proctor (ASTM D698). The supplier of the backfill material shall provide the appropriate proctor. If proctor results are not available by the supplier, then a Proctor test will need to be performed by an accredited laboratory. Moisture content should be maintained from plus or minus 2 percent of the standard Proctor optimum moisture content. A failed lift must be recompacted and retested until the compaction objective is met. The Contractor will be responsible for costs associated with third-party testing and inspection of backfill. Third-party density testing shall be performed to document that compaction standards are being met.

3.2.4 Surface Restoration

The top 6 inches of backfill shall include topsoil and should be placed to match the existing surface grade. Grass seed and straw placement will need to be applied to the topsoil to allow for future vegetative growth. All previously existing fencing/gating will be replaced, and approximately 335 feet of new fencing will be placed around the former power plant property. Approximately 4000 square feet of asphalt will be replaced, restoring the drive from the existing clarifier basins to the entrance/exit gate to Wayne Street. Restoration of all damage or disturbance of any surrounding property and structure will be required and at Contractor’s expense.

3.2.5 Construction Fencing

The Contractor shall provide barriers and fencing to prevent unauthorized entry to construction areas to protect employees and other personnel from personal injury or damage from construction operations. The Contractor shall provide barriers and fencing on Peru Utilities adjacent operations areas to prevent unauthorized access to the water filtration plant, line department, and main office buildings.
3.2.6 **Storm Water / Erosion Control**

The Contractor shall follow all local, state, and federal regulations regarding storm water erosion control. The Contractor shall be responsible for costs to obtain permitting and the implementation of a Stormwater Pollution Prevention Plan (SWPPP). The Contractor shall make necessary precautions to protect the site and adjoining properties from erosion during demolition operations.

3.2.7 **Dust Control**

The Contractor shall execute the work utilizing methods that minimize the generation of dust from construction operations. The Contractor shall provide positive means to prevent airborne dust from dispersing into the atmosphere, particularly into and around the water filtration facility (clarifier basins). It is essential that during construction operations at the site, dust generated from surface cutting, excavations, and other necessary work be minimized.

3.2.8 **Transportation Requirements**

The Contractor shall consult with Peru Utilities regarding transportation routes required for the proposed demolition and/or disposal activities. This is necessary to prevent damage to existing roadways, bridges, etc. and to minimize disturbance to heavily populated areas.
4 General Conditions

The documents forming the contract are complementary and what is called for one shall be as binding as if called for all. They are intended to include all details of labor and materials reasonably necessary for the proper execution of the work.

Should they disagree, the Owner shall determine which quality or quantity of work is to be furnished. Where reference is made to the approval of work, such approval, unless otherwise distinctly stated, is to be understood as that of the Owner.

4.1 INSTRUCTIONS

The Owner will furnish, with reasonable promptness instructions necessary for the proper execution of the work. All such instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith, and the Contractor shall do no work without proper instructions.

4.2 COPIES FURNISHED

The Owner will furnish to the Contractor, free of charge, one (1) copy of the specifications. Additional copies, if desired, will be furnished the Contractor upon payment of $5.00 for each copy of the specifications.

4.3 INSPECTION OF WORK

The Owner and its representatives shall at all times have access to the work wherever it is in progress and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Owner’s instructions, laws, ordinances, or any public authority, require any work to be approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by an authority other than the Owner, of the date fixed for such inspection. Inspection by the Owner shall be promptly made.

4.4 DEDUCTIONS FOR UNCORRECTED WORK

If in the opinion of the Owner, it is not expedient to correct injured work, or work not done in accordance with the Contract, it is mutually agreed by both parties that a deduction to the Contract price shall be established by mutual agreement or, failing in this, by arbitration.

4.5 DELAYS AND EXTENSIONS OF TIME

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of anyone employed by the Owner, or due to reasons including but not limited to fire, general strike, floods, riots, embargoes, etc., or for any other reason deemed sufficient by the Owner, then the time fixed in the contracts of the completion of the work shall be extended for a period equivalent to the time lost by reason of the causes aforesaid. Such extensions of time shall be determined and fixed by the Owner, but no allowances shall be made unless a claim, therefore, is presented in writing to the Owner within a reasonable time of the occurrence of such delay.

Should the Contractor, by their own default or negligence, delay the completion of the work, they
shall be liable to the Owner for any actual damages caused by such default or negligence, and the Owner shall be entitled to retain from the amount otherwise to become due to the Contractor, an amount sufficient to pay for such default or negligence.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

4.6 THE OWNER’S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly, or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor, may, without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then and thereafter due the Contractor.

4.7 OWNER’S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should persistently or repeatedly refuse, or if they should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if they should fail to make prompt payment to subcontractors, or labor, or persistently disregard laws, ordinances, or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy, and after giving the Contractor and its Surety seven (7) days’ notice in writing, terminate the employment of the Contractor and finish the work by whatever method they may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

4.8 NOTICE OF SURETIES

The final inspection and acceptance of the work shown by the specifications forming a part of the contract shall not be binding or conclusive upon the Owner if it shall subsequently appear that the Contractor has willfully or fraudulently supplied inferior workmanship, or has departed from the terms of the Contract Documents. In any such case the Owner shall have the right notwithstanding such final acceptance and payment, to cause the work to be properly performed that in the opinion of the Owner, may be necessary to finish the work in accordance with the specifications therefore at the cost and expense of the Contractor and its Sureties the cost of such work together with such other damages as the Owner may suffer because of the default of the Contractor, the same as though such final acceptance and final payment had not been made.

4.9 DAMAGES

If either party to this contract shall suffer damage in any manner because of any wrongful act or neglect of the other party, or anyone employed by them, then they shall be reimbursed by the other party for such damage.

Claims under this clause shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.
4.10 ASSIGNMENT
Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due, or to become due, to them hereunder without the previous written consent of the Owner.

4.11 OWNER’S DECISIONS
The Owner shall, within a reasonable time, make decisions on all claims by the Contractor, and on all other matters relating to the execution and progress of the work, or the interpretation of the Contract Documents.

All decisions of the Owner shall be final except in cases where time and/or financial consideration are involved, which if no agreement in regard thereto is reached, shall be subject to arbitration.

4.12 ARBITRATION
All questions subject to arbitration under this Contract may be submitted to arbitration on the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Owner.

The demand for arbitration shall be filed in writing, with the Owner; in cases of an appeal from their decision, within ten (10) days of its receipt; and in any case, within a reasonable time after cause thereof, and in no case, later than the time of final payment, except as otherwise expressly stipulated in the Contract. If the Owner fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if their decision has been rendered against the party appealing.

No one shall be nominated, or act, as an arbitrator who is in any way financially interested in this Contract or the business affairs of either Owner or Contractor.

In the absence of a statute providing differently, the parties may agree upon one arbitrator; otherwise, there shall be three (3); one named in writing by each party to the Contract, acceptable to the other party; and the third chosen by these two (2) arbitrators; or if they fail to select a third within fifteen (15) days, then they shall be chosen by the presiding officer of the Bar Association nearest the location to the work. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of their demand, their right to arbitration shall lapse. Should the other party fail to choose an arbitrator within ten (10) days, the presiding officer of the Bar Association nearest to the location of the work shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by other parties to proceed ex parte.

If there be one arbitrator, the decision shall be binding; if two the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law, it may be filed in court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, damage for the delay. The arbitrators shall receive such compensation as shall be provided by the agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing, and it shall not be open to objections on account of
the form of the proceedings, or the award unless otherwise provided by controlling statutes.

In the event of such statute providing on any matter covered by these articles, otherwise than as hereinbefore specified, the method of procedure throughout, and the legal effect of the award, shall be wholly in accordance with said statutes, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over arbitration.

4.13 \textbf{CONTRACTOR’S INSURANCE}

The Contractor shall maintain such insurance for the protection of themselves, and the Owner for the types of risks as required elsewhere in these specifications.

Before work is commenced on this project, the Contractor and all Subcontractors shall carry general liability insurance. The Contractor shall provide the Risk Manager at Peru Utilities with a Certificate of Insurance and Additional Insured Endorsement from Contractor and all Subcontractors, naming Peru Utilities as Additional Insured thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to Peru Utilities. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Indiana and shall be reasonably acceptable to Peru Utilities. All insurance carriers must maintain an AM Best rating of “A” or better. Coverage shall be afforded to the additional insureds whether or not a claim is in litigation.

The required insurance coverage shall be of sufficient type, scope, and duration to ensure coverage for Peru Utilities for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of Peru Utilities in relation to the project. Contractor agrees to maintain the above insurance for the benefit of Peru Utilities and to ensure that all subcontractors maintain the required insurance for the benefit of Peru Utilities, for a period of ten (10) years, or the expiration of the Statute of Limitations in the State of Indiana.

Each certificate of Insurance shall provide that the insurer must give the Risk Manager at Peru Utilities at least 30 days prior written notice of cancellation and termination of coverage for Contractor or a Subcontractor. Not less than two weeks before the expiration, cancellation or termination of any such policy, the Contractor or Subcontractor shall supply Peru Utilities with a new and replacement Certificate of Insurance and Addition Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Peru Utilities as set forth above.

Additionally, before the commencement of work, the Contractor shall provide the Risk Manager at Peru Utilities with a certificate of Insurance showing liability insurance coverage for the employees of Contractor, Subcontractors and any employees, agents or Sub-Subcontractors for any Worker’s Compensation, Employer’s Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Risk Manager at Peru Utilities. Coverages shall be no less than those outlined in the Special Conditions and Instructions, Section B, Part 3, “Liability Insurance.”
4.14 OTHER CONTRACTS
If any part of the Contractor’s work depends on for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Failure to so inspect and report shall constitute an acceptance of the other Contractor’s work as fit and proper for the reception of their work, except as to the defects, which may develop in the other Contractor’s work after the execution of their work.

To ensure the proper execution of the subsequent work, the Contractor shall measure work already in place, and shall at once report to the Owner any discrepancy.

4.15 SUBCONTRACTS
The Contractor shall submit with their proposal the names of subcontractors proposed for the principal parts of the work, and for such other as the Owner may direct, and shall not employ any that the Owner may, within a reasonable time, object to as incompetent or unfit. If a change of name on this list of subcontractors is requested, in writing, by the Owner after signing the agreement, the contract price shall be increased or diminished by the difference in cost occasioned by such change.

The Contractor agrees that they are as fully responsible to the Owner for the acts and omissions of their subcontractors, and of persons, who are directly or indirectly employed by them, as they are for the acts and omissions of persons directly or indirectly employed by them.

Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and the Owner, nor create any obligation on the part of the Owner to pay, or to see to the payment of, any sums to any subcontractor.

4.16 OWNER’S INSPECTION OF THE WORK
The Owner’s inspection of the work is for the purpose of checking compliance by the Contractor with the intent of the plans and specifications; and while the Owner’s representative is instructed to give the Contractor all desired assistance in interpreting the specifications and otherwise such assistance is not to relieve the Contractor from any responsibility for the work and any work which proves faulty must be made right by the Contractor.

The fact that the Owner’s representative has permitted faulty work or work not in accordance with the plans and specifications does not relieve the Contractor of liability for the proper correction of work according to the plans and specifications.

4.17 RISKS OF THE WORK
The Contractor shall assume any and all risk of whatever nature in doing the work.

During trial or preliminary runs of machinery and apparatus, and until the machinery, equipment, and apparatus are placed in commercial service, the Contractor shall assume all risk of injury or damage to persons or property resulting from accident to, or break, rupture, or explosion of any part of the machinery, equipment, or apparatus covered by this Contract.

4.18 EXTRA, ADDITIONAL OR OMITTED WORK
The Owner, without invalidating the Contract, may order extra work, or may change by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
4.19 **SUBSTITUTIONS**

Substitutions of “or equal” materials shall not be permitted without the prior approval and express written consent of the Owner.
5.1 **DESCRIPTION**

These specifications cover all provisions pertaining to materials, supplies, and services.

5.2 **COMPLETION SCHEDULE**

The contractor shall agree to furnish the labor and equipment necessary to meet the specifications to the satisfaction of the Owner within the time stated in the proposal.

5.3 **LIABILITY INSURANCE**

The Contractor shall obtain and continue in force (for the periods hereinafter indicated) as a minimum, the following described types and limits of insurance coverage. The Contractor shall furnish a certificate of insurance and additional insured endorsement from the contractor and all subcontractors, naming Peru Utilities as additional insured thereunder. Said certificate shall show that all policies as issued contain a provision that the insurer will give the Owner ten (10) days written notice prior to the cancellation of, or material change to, any of the policies described in said certificate.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. WORKERS COMPENSATION</td>
<td>Statutory</td>
</tr>
<tr>
<td>(a) State</td>
<td>$1,000,000 per Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease, Policy Limit</td>
</tr>
<tr>
<td>(b)</td>
<td>$1,000,000 Disease, Each Employee</td>
</tr>
<tr>
<td>2. COMMERCIAL GENERAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td>(Including Contractor’s Protective for Liability Arising from Subcontractors)</td>
<td></td>
</tr>
<tr>
<td>(a) Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(b) General Aggregate:</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>(c) Completed Operations</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>(d) Include General Liability aggregate limit (per Project) endorsement</td>
<td></td>
</tr>
<tr>
<td>(1) If the insurer is unable to provide endorsement specified in 2 (b) then Umbrella Liability Limit shown in 4 below must be increased by $2,000,000, and insurance provider must represent that the aggregate limits shown are not impaired.</td>
<td></td>
</tr>
<tr>
<td>(e) Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(2) Said General Liability Coverage shall be on a broad form property damage basis, and shall include coverage for explosion collapse and damage to underground facilities.</td>
<td></td>
</tr>
<tr>
<td>3. MOTOR VEHICLE LIABILITY:</td>
<td></td>
</tr>
<tr>
<td>(a) Combined Single Limit of Liability:</td>
<td></td>
</tr>
<tr>
<td>(1) Bodily Injury and Property Damage combined</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>(b) Split Limits of Liability:</td>
<td></td>
</tr>
<tr>
<td>(1) Bodily Injury</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>(2) Property Damage</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>4. EXCESS UMBRELLA LIABILITY:</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
All policies herein called for shall become effective before the Contractor undertakes any work under their contract and shall remain in full force and effect for a minimum of ten (10) years after completion or throughout the warranty period whichever is longer.

Whenever any of the work called for under this contract is performed by a subcontract, he shall, before commencing work on a subcontract, obtain policies of insurance in the above described forms covering the portions of the work to be done by them and shall deliver certificates of such insurance to the Contractor for transmittal to the Owner.

In the event that any insurer shall give notice of intention to cancel any of the policies herein called for, the Contractor shall have until 24 hours before the time of such proposed cancellation to have the notice of cancellation rescinded by the insurer or to secure and have in effect a similar policy of insurance written by another insurer. In the event that such cancellation is not rescinded or a replacement policy obtained 24 or more hours before the time set for said cancellation, then all work on this contract shall cease at the close of the day (4:00 P.M. Local Time) before the set for cancellation of the policy and the contract shall be considered breached by the Contractor as of the date and hour of the cancellation of the policy, provided, nevertheless, that the Owner shall have the right to reinstate the contract on such terms as they see fit.

Any notice of rescission of cancellation or the issuance of a new policy must be in writing, signed by a person having authority to bind the insurer and be delivered to the Owner within the time specified.

5.4 BID BOND

Each proposal shall be accompanied by a certified check or acceptable bidder’s bond made payable to the Owner, in a sum of not less than ten percent (10%) of the total amount of the highest aggregate proposal, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from them to do so within ten (10) days of said notification.

5.5 Performance Bond

The contractor shall furnish the Owner, within ten (10) days after the Contract is awarded, a bond executed by the Contractor as principal and with such corporate surety as the Owner shall approve in the full amount of the Contract. Conditioned upon the full performance of all the work and the full payment of all charges for labor and material or other charges or services rendered on, for, or in connection with the work and as required by the statutes of the State of Indiana and guaranteeing the performance of the Contract in accordance with its terms.

The bond shall be for 100% of the contract price of demolition, not including any offset or credit for the value of salvage materials to assure fulfillment of the contractor’s obligations under the contract.

The bond shall be executed by a surety company authorized to do business within the State.

All insurance and performance bonds to be obtained by this Contractor under these specifications shall be obtained through a local agency, except in such cases where this Contractor is covered by an existing blanket policy.

In evaluating the best bid for the Owner, the following items will be considered:

- Price quoted in the proposal
- Completion Date
- Qualification of Bidder
5.6 TERMS OF PAYMENT

No certificate issued, nor payments made to the Contractor, nor partial or entire use or occupancy of the work by the Owner will be an acceptance of any work or materials not in accordance with this Contract or a release from the Contractor’s obligation under this contract.

5.7 PAYMENT WITHHELD

The Owner may withhold, or on account of subsequently discovered evidence, nullify, the whole or any part of any certificate to such extent as may be necessary to protect the Owner from loss on account of: liens filed in connection with the Work, claims have been made against the Owner on account of Contractor’s performance or furnishing of the Work, there are other items entitling Owner to a set-off against the amount recommended, or Owner has actual knowledge of the occurrence of defective or damaged work requiring correction or replacement.

5.8 COOPERATION WITH OTHERS/COMPLIANCE WITH COMPANY SAFETY REGULATIONS

The Contractor shall cooperate with all other Contractors and the Owner’s forces. They shall coordinate work so that it does not delay, or interfere with, the work of other Contractors. After the work has been completed, the Contractor shall aid the Owner and other contractors in placing in operation all equipment installed under these specifications.

The Contractor shall cooperate and coordinate their work with the Owner to facilitate the installation.

The Contractor shall adhere to all federal, state and local health and safety regulations including Peru Utilities safety and environmental policies and procedures at all times that work is being performed on the property of Peru Utilities. Failure to do so will result in suspension of work until the necessary compliance is achieved. Additional time for completion of the project will not be granted due to enforcement of this provision.

5.9 COMPLIANCE WITH PERU UTILITIES’ CONTRACTOR SAFETY PROGRAM REQUIRED

The Contractor shall be in compliance with the Peru Utilities Contractor Safety Program at the time of bid submission. Non-compliance shall be grounds for bid rejection.

Bidders are encouraged to thoroughly examine the copy of the Peru Utilities Contractor Safety Program included in the bid documents. Bidders may contact Peru Utilities Safety Director Lee France regarding questions about the Contractor Safety Program.

5.10 CLEANING UP

The Contractor shall at all times prevent the accumulation on the Owner’s premises of debris caused by the work and upon its completion shall remove from the site all such debris, and also their tools not provided by Owner, and shall leave the work area in good order and condition. In case of dispute, the Owner may remove the debris and charge the cost to the Contractors concerned, in proportions determined by the Owner.
5.11 **LITIGATION**

The Bidder, if a non-resident of Miami County, Indiana agrees that in the event any litigation should arise involving the Owner and the Bidder, the Bidder will consent to have such litigation commence and tried in Miami County, Indiana.

5.12 **DAMAGE REPAIR**

The Contractor shall be responsible for all damage to any existing City, State, or private property by reason of their operation, or those of their subcontractors. They shall repair all damage, doing so before requesting final approval on the job.

5.13 **FINANCIAL STATEMENT**

The Contractor shall complete the section of Form 96 pertaining to financial disclosure.

5.14 **SALES, USE AND OTHER TAXES**

This Contract for these plans and specifications is sales tax exempt.

5.15 **IDEMNIFICATION**

Work performed by the Contractor or Subcontractors shall be at the exclusive risk of the Contractor or Subcontractor and, to the fullest extent permitted by law, the Contractor or Subcontractor shall indemnify, defend and hold harmless Peru Utilities, its agents, employees and assigns from any and all claims for bodily injury, death, damage to property and any other liabilities and costs, which arise from the work performed, materials furnished or services provided under this contract. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor or Subcontractor and its employees or agents. Said indemnity and defense obligations shall apply whether or not said claims arise out of the concurrent act, omission or negligence of Peru Utilities, its agents, employees or assigns. Contractor and subcontractor shall not be obligated to indemnify and defend Peru Utilities for claims found to be due to the sole negligence or willful misconduct of Peru Utilities, its agents, employees or assigns. Indemnification and defense obligations shall also extend to claims occurring after this Agreement is terminated and shall continue until it is finally adjudicated that any and all actions against Peru Utilities, its agents, employees and assigns are full and finally barred by applicable laws.
Contractor Safety Program

PERU UTILITIES
CONTRACTOR SAFETY PROGRAM
CONTRACT PROVISIONS
(ATTACHMENT 1)

1. PRE-QUALIFICATION
   A. The contractor shall complete and forward to the Peru Utilities contract originator the Pre-Qualification Checklist and certificates request included with the bid request. The checklist provides Peru Utilities information regarding the contractors’ safety program and performance.
   B. Information provided by the contractor to Peru Utilities using the Pre-Qualification Checklist will determine contractor eligibility to perform work for Peru Utilities. No contract will be awarded without the applicable safety information furnished by the Pre-Qualification Checklist.

2. RESPONSIBILITY FOR COMPLIANCE
   A. The contractor shall meet with Peru Utilities’ contract originator, Project Engineer and Manager of Safety and Environmental Compliance for a Pre-Project Safety Review to discuss contract safety issues in detail.
   B. The contractor shall comply with all federal, state and local safety and environmental regulations, laws, standards, etc. as it relates to the work being performed.
   C. The contractor shall explain the safety provisions of this contract to their employees and all subcontractors and their employees under their control.
   D. The contractor shall inform the Peru Utilities contract originator of their designated site safety representative. The contractor shall notify Peru Utilities whenever a different or any additional site safety representatives are named.
   E. The contractor’s safety representative shall ensure that all employees are trained adequately on the applicable regulations. Peru Utilities may ask for training documentation prior to construction startup.
   F. The Peru Utilities Manager of Safety and Environmental Compliance shall be immediately notified of any contractor OSHA inspections and maintain a log of all contractor OSHA inspections and citations during the project.

3. ENFORCEMENT
   A. It is the responsibility of the contractor to enforce all applicable safety regulations for all persons under their employment, including subcontractors.
   B. The Manager of Safety and Environmental Compliance, Project Engineer, Department Superintendent/contract originator or designated Peru Utilities employee may randomly monitor the performance of the contractors during the “work-in-progress” portion of the contract. The contractor shall understand that, when unsafe conditions warrant action, Peru Utilities has the right to 1) Stop work, 2) Issue warning notices or 3) Request that corrective actions be implemented prior to the
continuation of work. If the same unsafe conditions continue to occur or are not adequately addressed to the satisfaction of Peru Utilities, the contract may be terminated.

C. The contractor shall be responsible for all time and cost associated with correcting any unsafe conditions. Time associated with correction of unsafe conditions shall not extend contract time requirements.

4. **ENTRANCE TO PROPERTY**

   A. The entrance area and parking facilities shall be specified.

   B. Procedures for authorizing employees to the enter job site shall be agreed upon during the pre-project safety review.

5. **TRAFFIC AND VEHICLES**

   A. All vehicles shall observe all applicable motor vehicle and traffic laws. All vehicle drivers shall be properly licensed for the vehicle they are operating.

   B. The contractor shall notify the Peru Utilities Project Engineer or Manager of Safety and Environmental Compliance of any vehicle accidents resulting in damage to Peru Utilities or public property.

6. **SMOKING**

   Smoking shall be prohibited in all Peru Utilities buildings. In regard to constructing Peru Utilities buildings, the contractor's safety representative and the Peru Utilities Project Engineer shall determine at what point of building completion the building will become a non-smoking facility.

7. **WORKING PERMITS**

   A. The contractor shall execute all applicable work permits. This would include permits such as Burning and Welding, Lockout/Tagout, Confined Space, Switching, and Tagging etc.

   B. Permits shall be made available for review, upon request of the Peru Utilities Project Engineer, Manager of Safety and Environmental Compliance or Department Superintendent/contract originator.

8. **EQUIPMENT**

   A. Contractor personnel shall not use Peru Utilities equipment (i.e. Backhoes, ladders, etc.) unless specifically stated in the contract.

   B. Contractor personnel shall not operate any equipment, valves, switches, etc. that are not directly related to their designated duties or if they are not qualified.

   C. The contractor shall notify the Peru Utilities Project Engineer or Manager of Safety and Environmental Compliance of any equipment damages (i.e., equipment over-turn) or accidents resulting in damage to Peru Utilities or public property.

9. **FIRE PROTECTION**

   Contractor shall provide and maintain all necessary fire protection equipment as required by OSHA and National Fire Protection Association Codes.
10. **EMERGENCY EVACUATION**

All contractor employees shall know the facility emergency evacuation plan if one exists for the applicable facility. If there is no Peru Utilities evacuation plan at the project site, the contractor shall develop and implement such plan.

11. **MEDICAL AID**

A. Contractor shall have a medical aid plan that describes the procedures to follow if a medical emergency were to occur on the job site.

B. The contractor shall inform the Manager of Safety and Environmental Compliance of all medical injuries or illnesses that require a doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Manager of Safety and Environmental Compliance shall maintain a record of all "work-related" contractor injuries and illnesses during the project (not to take place of the contractors’ record-keeping/reporting responsibilities).

12. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

A. All shall meet all ANSI, OSHA, etc. standards for the Construction Industry or general Industry as applicable.

B. All PPE shall be worn properly in order to provide the maximum protection from injury.

C. PPE will not be provided by Peru Utilities. The contractor and/or the contractor’s employees shall provide it unless agreed upon by contract.

D. Based on the job hazards, the following PPE may be required as agreed upon during the pre-project safety meeting. Hazard evaluation is the responsibility of the contractor.

   i. **Head Protection**
      Hard hats shall be worn whenever operations present the hazard of impact from falling on flying objects, contact with electricity and/or when exposed to vehicular traffic. Bump caps will not be allowed.

   ii. **Hearing Protection**
      Approved hearing protectors shall be worn to protect against the harmful effects of noise when workers are exposed to sound levels, which exceed those permitted by OSHA standards. Sound level determination is the responsibility of the contractor.

   iii. **Eye Protection**
      ANSI approved eye protection shall be worn by all workers whenever machines or operations present the hazard of flying objects or particles, glare, liquids, injurious radiation or a combination of these hazards. The type of eye protection shall depend on the nature of the hazard.

   iv. **Face Protection**
      Suitable face protection shall be worn whenever machines or operations present the hazard of flying objects or particles sufficient to cause cuts or penetration of the face.

   v. **Respiratory Protection**
      Approved respiratory protection shall be used whenever operations or conditions present the hazard of toxic or nuisance dusts, vapors, mists, fumes or gasses, or oxygen-deficient atmospheres. The type of protection required will depend upon the nature of the hazard.

   vi. **Hand and Arm Protection**
Workers shall wear appropriate protection for the hands and arms whenever operations present the hazard of cuts, abrasions, bruises, burns or other injury. The type of protection shall depend on the nature of the specific hazard to which the worker is exposed.

vii. Body Protection

a. Skin Protection

Where irritants or toxic substances may come in contact with the skin or clothing, workers shall be adequately protected by one or more of the following: protective clothing and equipment, protective ointment or medically approved first-aid remedies, approved solvents or soap and water for the removal of accumulated material, emergency fountains, showers or eye wash solutions to flush eyes and skin.

b. Clothing Protection

1. All workers exposed to a potential external high heat source capable of catching clothing on fire (electric arc, flame cutting, welding, etc.) shall wear flame-resistant (FR) treated clothing or 11 oz 100% cotton clothing. Shirts shall have long sleeves rolled down and buttoned. The outer layer of multiple layer clothing must be flame-resistant (FR) treated or 100% cotton.

2. Impermeable, disposable protective clothing shall be used when working with materials containing polychlorinated biphenyls (PCB), and other hazardous chemicals.

c. Flagger /High Visibility Vests

Workers on or near public streets or roads shall wear approved Flagger /High Visibility vests.

d. Floatation Devices

All workers on rafts, boats or working over or near water where the danger of drowning exists, shall wear U.S. Coast Guard Approved Personal Floatation devices.

e. Fall Protection

Workers on elevations, steep slopes or otherwise subject to possible falls from heights over six (6) feet from adjoining levels, not protected by fixed scaffolding, guardrails, or safety nets, shall be secured by safety harnesses and life lines securely fastened to an approved anchor point.

viii. Foot Protection

Workers shall wear protective footwear when working in areas where there is a danger of foot injuring due to falling or rolling objects, or objects piercing the sole, and where such workers' feet are exposed to electrical hazards.

13. HOUSEKEEPING

Good housekeeping, including keeping the work area clean is fundamental and essential for the prevention of accidents and fires and shall be maintained at all contractors work sites.

14. SUBSTANCE ABUSE

The contractor shall maintain a D.O.T. compliant substance abuse program when applicable. This program must include both drug and alcohol testing on a pre-employment, post-accident, reasonable suspicion and random basis. Drug and alcohol consumption shall not be allowed on Peru Utilities property or property/project of any Peru Utilities contract job.

15. FIREARMS

There shall be no firearms concealed or otherwise on any Peru Utilities property or property/project of any Peru Utilities contract job.
16. **CLOTHING**

Shirts with sleeves must be worn at all times. Short pants or cut-offs are not allowed.

17. **LOCK OUT/TAG OUT**

The contractor shall implement a standard Lock out/Tag out program and procedures must be followed at all times in order to control hazardous energy which can include: electrical, mechanical, gravity, stored energy, etc.

18. **SEAT BELTS**

Seat belts shall be worn by all passengers in licensed vehicles and all equipment that has roll-over-protection provided by the manufacturer.

19. **ENVIRONMENTAL ISSUES**

A. The contractor shall be responsible for proper disposal of all hazardous and non-hazardous waste material generated during the work. Following the disposal of all hazardous and non-hazardous waste, a copy of the manifest/shipping papers shall be forwarded to the Project Engineer.

B. The contractor shall not place, put, pour, dump or otherwise dispose of any hazardous or non-hazardous waste material, regardless of type, on or at any Peru Utilities property or in any Peru Utilities waste containers, without prior written approval.

C. The contractor shall have on the job site a Material Safety Data Sheet (MSDS) for each chemical at the job site.

D. Prior to the performance of the work, the contractor shall secure all necessary permits, manifests, and other consents from federal, state, or local authorities under laws relating to environmental protection. Following all work involving the disposal of hazardous/non-hazardous material (asbestos, lead, etc), a copy of any shipping papers should be forwarded to the Project Engineer.

20. **PROJECT SAFETY AND ENVIRONMENTAL REVIEW**

When the job or project is complete, a representative from Peru Utilities and the contractor shall, upon request of Peru Utilities, meet to analyze the safety performance of the job.
1. CONTRACTOR INFORMATION

Name of Contractor: __________________________  Date: __________________

Business Address: __________________________ Telephone No.: ( ) __________

________________________________________ Fax No.: ( ) ______________

Contact Person: ____________________________ Company SIC Code: __________

Years in Business: __________  Date Received by Peru Utilities: __________

Does your company/firm have an EPA Identification Number? ______

If so, please list: __________________________________________

Emergency Contact Name: __________________________

Emergency Contact Telephone Number: __________________________

2. INJURY/ILLNESS HISTORY

Provide your company's injury/illness experience for the past 3 years as reported on the OSHA 300 log. (You may also submit copies of your 300 logs for the past three years). Criteria - all injury/illness history will be evaluated based on the criteria of like industry.

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
<th>2013</th>
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</thead>
<tbody>
<tr>
<td>Number of OSHA Recordable Cases</td>
<td></td>
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<tr>
<td>Number of Lost/Restricted Workdays</td>
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<tr>
<td>Number of Fatalities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Man-Hours Worked</td>
<td></td>
<td></td>
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</tbody>
</table>

3. WORKERS' COMPENSATION
A. What was your experience modification rate (EMR) for the past 3 years?
   ______ Mark if insurance unable
to provide EMR. 2015 2014 2013

B. Name of your current Workers' Compensation Insurance Company:

C. Name, address, and phone number of your Workers' Compensation Insurance Agent:

4. CITATIONS

Has your company been cited by OSHA/EPA in the past 3 years? YES____ NO____

If yes, list the violations:

5. SAFETY PROGRAM EVALUATION (Only check those relevant to the project)

   (Optional)

   1. Do you have a written Safety Policy?______ ______ ______ ______
   2. Do you have a written Safety Program?______ ______ ______ ______
   3. Do you have a written Accident Investigation Plan?______ ______ ______ ______
   4. Do you have a written Substance Abuse Policy?______ ______ ______ ______
   5. Do you have a written Safety Rules?______ ______ ______ ______
   6. Do you have a written Discipline Policy?______ ______ ______ ______
   7. Do you have a written Safety Award Program?______ ______ ______ ______
   8. Do you have a written HazCom Program?______ ______ ______ ______
   9. Do you have a written Motor Vehicle Safety Program?______ ______ ______ ______
  10. Do you have a written Lockout/Tagout Procedure?______ ______ ______ ______
  11. Do you have a written Fall Protection Program?______ ______ ______ ______
  12. Do you have a written Confined Space Program?______ ______ ______ ______
  13. Do you have a written Forklift Program?______ ______ ______ ______
  14. Do you have a written PPE Program?______ ______ ______ ______
  15. Do you have a written Safety Shoe Policy?______ ______ ______ ______
16. Do you have a written Respirator Program?  
17. Do you have a written Blood-borne Pathogen Program?  
18. Are new employee safety orientations held?  
19. Are employee safety meetings held?  
20. Are 'toolbox' safety meetings held?  
21. Are field safety audits conducted?  
22. Who conducts the field safety audits?  
23. Do you have Trenching 'competent' persons?  
24. Do you have Scaffolding 'competent' persons?  
25. Do you have 'Qualified' pole/tower climbers?  
26. Are Crane and Boom truck operators qualified?  
27. Does your company use crane lift permits?  
28. Are your cranes inspected monthly?  
29. Do you check your drivers’ records?  
30. Do your Electrical Workers wear FR clothing?  
31. Do you 'Safety Qualify', your sub-contractors?  

6. EMPLOYEE TRAINING

ARE APPROPRIATE EMPLOYEES FORMALLY TRAINED WITH DOCUMENTATION IN THE FOLLOWING SUBJECTS?

<table>
<thead>
<tr>
<th>Subject</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Personal Protective Equip</td>
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<tr>
<td>Respiratory Protection</td>
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<td>First Aid</td>
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<td>Welding</td>
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<td>Fall Protection</td>
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<td>Hazard Communication</td>
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<td>Confined Space Entry</td>
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<td>Scaffolding</td>
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<td>Lock Out/Tag Out</td>
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<td>Emergency Response</td>
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<td>Rigging</td>
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<tr>
<td>Hearing Conservation</td>
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<tr>
<td>Trenching Safety</td>
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<tr>
<td>Electrical Safety</td>
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<tr>
<td>Forklifts</td>
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</table>
7. ENVIRONMENTAL COMPLIANCE

During the last five years, has your company/firm received a violation/fine/penalty for non-compliance involving any of the following:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improper disposal/dumping of hazardous waste or hazardous materials on land or in water.</td>
<td></td>
</tr>
<tr>
<td>Discharging oil, an oil byproduct, or other hazardous substances to land, water, or air.</td>
<td></td>
</tr>
<tr>
<td>Release of oil or hazardous waste during transport of hazardous materials and/or hazardous waste.</td>
<td></td>
</tr>
</tbody>
</table>

If you answered yes to any of the questions above, please provide an explanation of the circumstances surrounding the violation.

________________________________________________________________________
________________________________________________________________________

8. PERSONNEL

1. Who will be responsible for safety on the job site?

_____________________________________________  ____________________________
Name                                               Title

Will this person have responsibilities other than safety?  Yes____   No____

2. Who is your company's Safety Director? If not full-time, what percentage _____%.

_____________________________________________  ____________________________
Name                                               Title

3. Who has the authority on the job site to correct or have corrected safety violations?
4. Who or what facility will be providing medical services for the job site?

Name ____________________________________________________________________________
Title ____________________________________________________________________________

The undersigned warrants and represents the data provided in this document is accurate and correct in all respects. All documents included herein are subject to review upon the awarding of this contract.

Signature ____________________________________________

Print Name/Title ____________________________________________

Date Signed ____________________________________________

Return the signed original Pre-Qualification checklist to:

Peru Utilities
Contractor Safety Program
ATTN: Lee France
335 East Canal Street
Peru, IN 46970