

# INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE CITY OF PEORIA  
AND  
THE GREATER PEORIA SANITARY  
AND SEWAGE DISPOSAL DISTRICT

COMBINED SEWER OUTFALLS CLEANING AND INSPECTION, PROJECT 1  
(GPSD PROJECT 2753)

THIS AGREEMENT, entered into this 20<sup>th</sup> day of September, 2022, effective on the date of the last party to sign, by and between the CITY OF PEORIA, a municipal corporation, hereinafter referred to as “City”, and THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, a unit of local government organized and existing under the Sanitary District Act of 1917 of the State of Illinois, hereinafter referred to as “District”;

WHEREAS, the City and District entered into an Agreement dated December 18, 1990 (the “Prior Agreement”) regarding the operation, maintenance, repair, replacement, improvement and management of the sewer system owned by the City; and

WHEREAS, as an improvement anticipated by the December 18, 1990 agreement, the City wishes to authorize the District to complete the project known as COMBINED SEWER OUTFALLS, CLEANING AND INSPECTION, PROJECT 1 (GPSD Project 2753) the location of said project being identified in Exhibit A and hereinafter referred to as “Improvement”; and

WHEREAS, the parties may, pursuant to Article VII, Section 10 of the Constitution of The State of Illinois of 1970 and the provisions of the Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Paragraph 220/1 et seq.), enter into agreements for the exercise of their joint corporate powers;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and in furtherance of intergovernmental cooperation, the parties hereto agree as follows:

1. Definitions. For the purpose of brevity and clarity, certain words and terms used in this Agreement are defined as follows:
  - (a) “Project” means work relating to the planning, District services, design, easements, construction, construction administration, construction

engineering, legal services, and other contracted work performed in connection with the Improvement.

(b) “Project Administration Costs” means costs incurred in the performance of construction engineering and administration on the Project specifically including work done by District staff and its consultants.

2. Bids. The District accepted bids for the Improvement on September 6, 2022. A summary of the bids received is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
National Power Rodding Corp. Chicago, Ill	\$217,762.00

The City agrees to accept the bid submitted by National Power Rodding Corp., hereinafter referred to as Contractor, for completion of the Improvement.

3. Change Orders. The City hereby authorizes the District to execute one or more change orders to the construction contract in a total accumulated amount not to exceed 25% of the original contract amount without further consideration by the City. Change orders exceeding 25% of the original contract amount shall be further considered by the City.

4. Cost. The construction documents for the Improvement have been developed such that the District will execute the construction contract. The District will deduct the amounts for Project and Project Administration Costs from user charge payments due the City in accordance with the Prior Agreement.

5. Affirmative Action. The City has defined Affirmative Action goals for the Improvement pursuant to Chapter 17, Section 120 of the Municipal Code and said Code language is adopted herein by reference and shall be complied with as if said provisions or policies and procedures were set forth herein verbatim.

The contractor and its subcontractors shall endeavor to comply with the City’s goals for minority and female participation. The goals are:

- a. Prime contractors are to make a good faith effort to subcontract to minority owned businesses 10% of the contract dollar amount and female owned businesses 5% of the contract dollar amount.
- b. Minority participation of 18% and female participation of 3% of the hours worked on the project.

The City's Office of Equal Opportunity shall monitor the Contractor in regards to these goals.

- 6. Indemnification. The City hereby indemnifies and holds harmless the District, its employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, with, or resulting from the Project, to the fullest extent allowed under law.
- 7. Term. This Agreement shall terminate upon completion of the Project.

IN WITNESS WHEREOF, THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT has caused this Agreement to be executed by its officers, thereunto, duly authorized by its Board of Trustees, and the CITY OF PEORIA has caused this instrument to be executed by its respective officers, and the respective corporate seals affixed all at Peoria, Illinois, as of the day and year first above written.

CITY OF PEORIA

City Manager

Date Signed: 10/14/22

THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

President

Date Signed: 9-21-22

ATTEST:

City Clerk

ATTEST:

Clerk

REVIEWED AND APPROVED:



City Attorney



Public Works Director

