

SEWER IMPROVEMENT AGREEMENT  
REPAIR OF CITY OF PEORIA DESIGN AREA 1 SEWERS  
CIPP MANHOLE TO MANHOLE, PROJECT 12  
(GPSD PROJECT 2340)  
BETWEEN  
THE CITY OF PEORIA  
AND  
THE GREATER PEORIA SANITARY  
AND SEWAGE DISPOSAL DISTRICT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 municipal corporation organized and existing under the Sanitary District Act of 1917 of the State of Illinois, hereinafter referred to as “District”;

WITNESSETH AS FOLLOWS:

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, on May 15, 2001 the City concurred in the award by the District for engineering services contracts for the City’s comprehensive sanitary sewer rehabilitation project; 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 REPAIR OF CITY OF PEORIA DESIGN AREA 1 SEWERS, CIPP MANHOLE TO MANHOLE, PROJECT 12 (GPSD Project 2340) 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 April 25, 2014. A summary of the bids received is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Hoerr Construction, Inc. Peoria, Ill.	\$540,759.00
SAK Construction, L.L.C. O’Fallon, Mo.	\$544,881.75

The City, with the District’s recommendation, agrees to accept the bid submitted by Hoerr Construction, Inc., hereinafter referred to as Contractor, with a bid in the amount of \$540,759.00 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 10% of the original contract amount without further consideration by the

City. Change orders exceeding 10% 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 City will execute the construction contract. The District will submit periodic construction progress payment invoices to the City for approval and payment to the Contractor. The District will also prepare monthly invoices for Project Administration Costs incurred and deduct these amounts 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. 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

THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

\_\_\_\_\_  
City Manager

Michael J. Mabe  
\_\_\_\_\_  
President

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

Date Signed: May 20, 2014

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

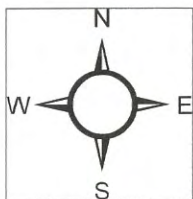
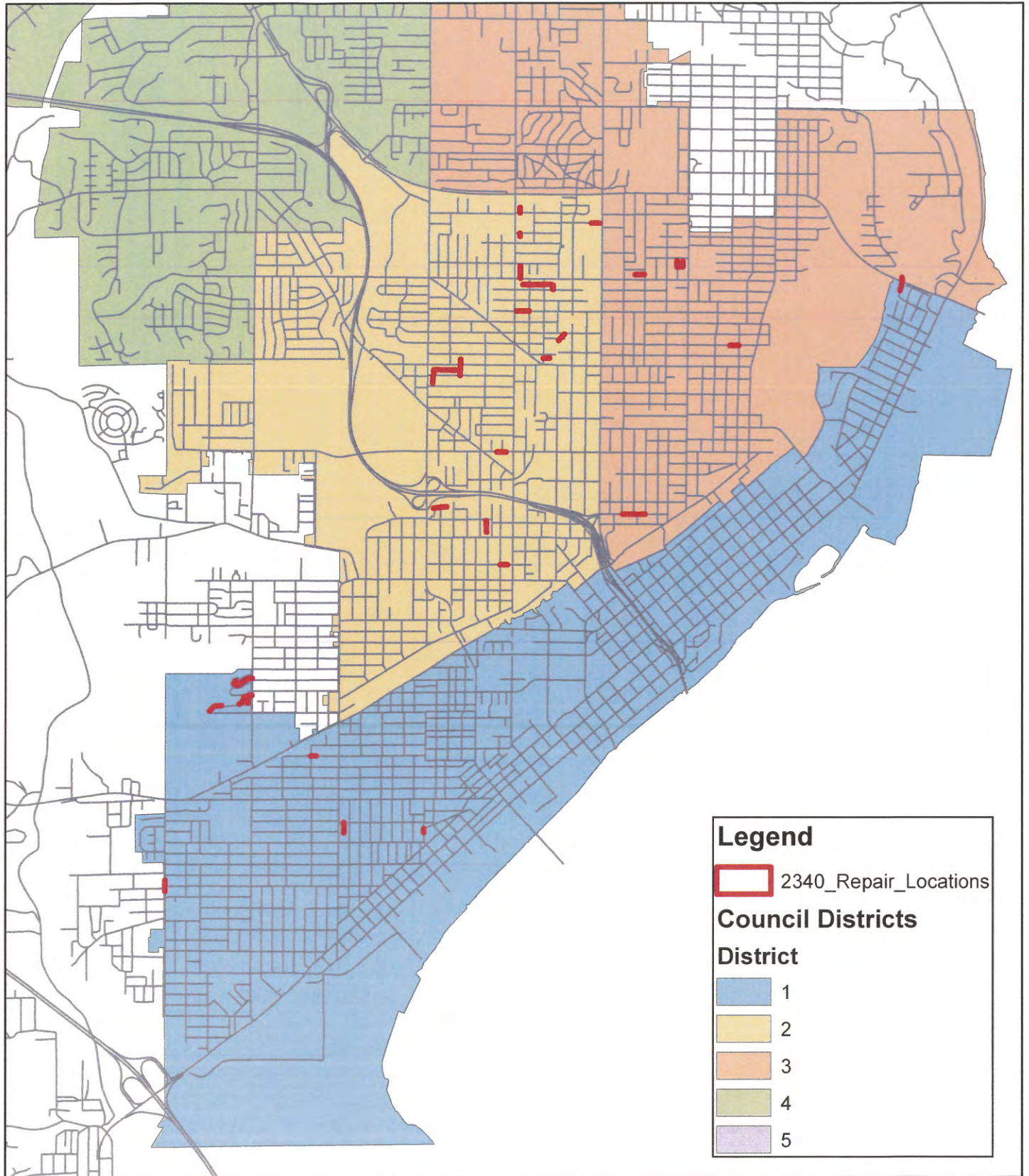
Jene Petty  
\_\_\_\_\_  
Assistant Clerk

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Public Works Director





1 inch = 4,000 feet



Location Map  
 Project 2340: Repair and Modification of  
 COP Design Area 1 Sewers, CIPP  
 Manhole to Manhole Project 12  
 April 25, 2014