

SEWER IMPROVEMENT AGREEMENT  
REPAIR OF CITY OF PEORIA DESIGN AREA 1 SEWERS  
POINT REPAIRS, PROJECT 11  
(GPSD PROJECT 2214)  
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, POINT REPAIRS, PROJECT 11 (GPSD Project 2214) 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 January 7, 2014. A summary of the bids received is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
The PIPCO Companies, Ltd. Peoria, Ill.	\$517,000.00
Stark Excavating, Inc. Bloomington, Ill.	\$599,436.00
Walker Excavating Co., Inc. Peoria, Ill.	\$616,240.53
J.C. Dillon, Inc. Peoria, Ill.	\$630,116.00
Hoerr Construction, Inc. Peoria, Ill.	\$759,934.00

The City, with the District's recommendation, agrees to accept the bid submitted by The PIPCO Companies, Ltd., hereinafter referred to as Contractor, with a bid in the amount of \$517,000.00 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

*Mitch Fumke*  
\_\_\_\_\_  
President

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

Date Signed: January 21, 2014

ATTEST:

ATTEST:

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

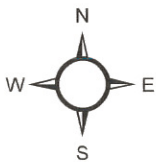
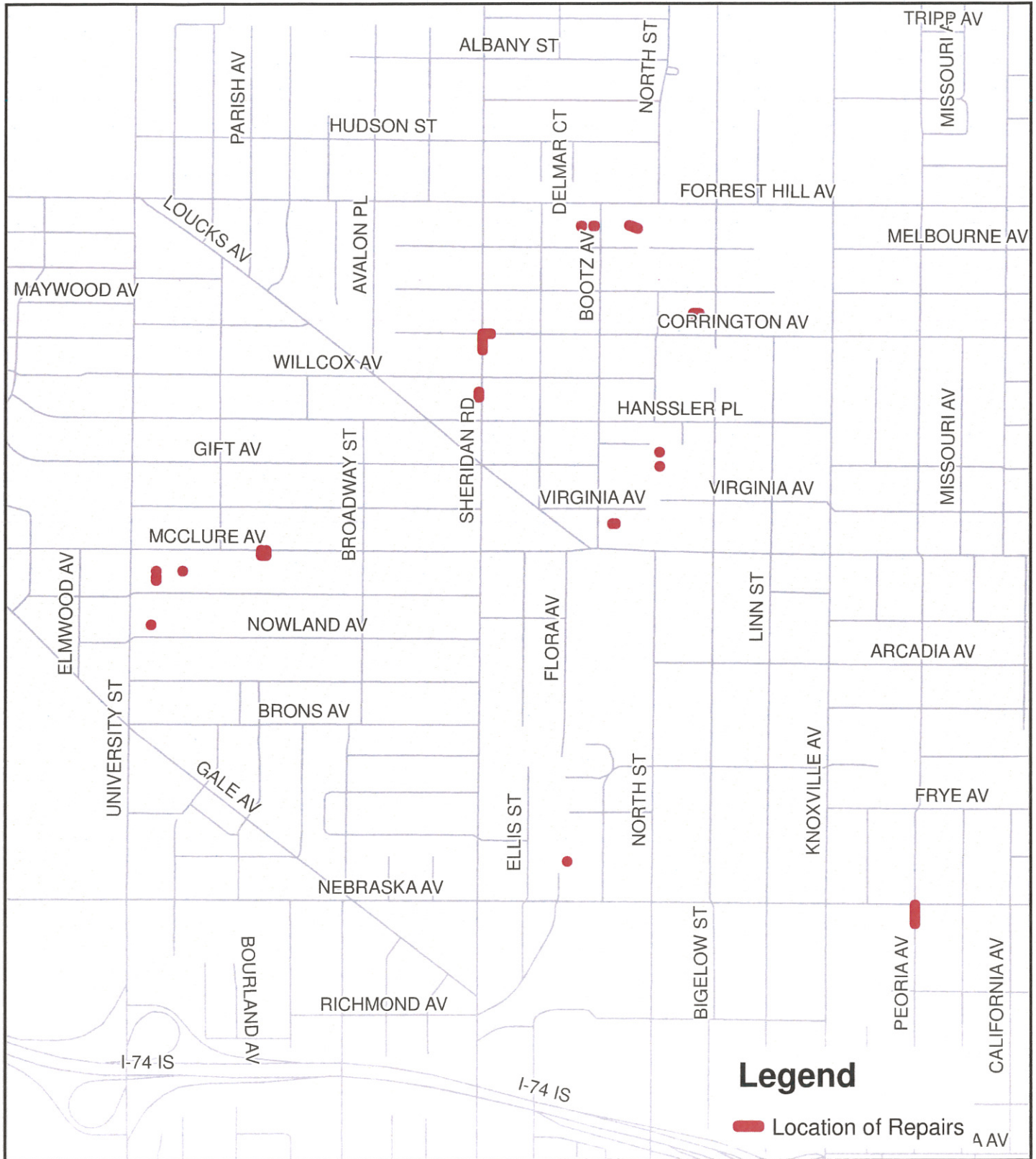
*Ma Hagan*  
\_\_\_\_\_  
Clerk

REVIEWED AND APPROVED:

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

*[Signature]*  
\_\_\_\_\_  
Public Works Director





1 inch = 1,000 feet



Project 2214 - Repair and Modification of City of Peoria Design Area 1 Sewers, Point Repair, Project 11  
Exhibit A

CITY OF PEORIA  
SEWER REHABILITATION PROJECT  
December 31, 2013

Project Summary by Design Area

**Design Area 1: 365,200 LF of Sewers and 1,500 Manholes**

<u>Completed Contracts</u>		<u>Ongoing Projects</u>
Number of Clean & TV Contracts:	2	1 Lining Contract
Number of Lining Contracts:	17 (125,100 LF)	5 Point Repair
Number of Point Repairs:	1,179	
Number of Manholes Rehabilitated:	550	
Cost of Completed Contracts:	\$36,254,000	

**Design Area 2: 211,800 LF of Sewers and 900 Manholes**

<u>Completed Contracts</u>		<u>Ongoing Projects</u>
Number of Clean & TV Contracts:	3	
Number of Lining Contracts:	2 (1,700 LF)	
Number of Point Repairs:	114	
Number of Manholes Rehabilitated:	0	
Cost of Completed Contracts:	\$3,575,000	

**Design Area 3: 343,400 LF of Sewers and 1,400 Manholes**

<u>Completed Contracts</u>		<u>Ongoing Projects</u>
Number of Clean & TV Contracts:	4	
Number of Lining Contracts:	0	
Number of Point Repairs:	59	
Number of Manholes Rehabilitated:	16	
Cost of Completed Contracts:	\$3,670,000	

**Design Area 4: 132,000 LF of Sewers and 700 Manholes**

<u>Completed Contracts</u>		<u>Ongoing Projects</u>
Number of Clean & TV Contracts:	1	
Number of Lining Contracts:	5 (20,800 LF)	
Number of Point Repairs:	121	
Number of Manholes Rehabilitated:	3	
Cost of Completed Contracts:	\$4,366,000	

CITY OF PEORIA  
SEWER REHABILITATION PROJECT  
December 31, 2013

Total Length of Sewers: 1,052,400 LF  
Total Length of Sewers Televised: 1,052,400 LF (100%)  
Total Number of Manholes: 4,500

Completed Contracts

Number of Clean & TV Contracts:	10
Number of Lining Contracts:	24 (147,600 LF)
Number of Point Repairs:	1,473
Number of Manholes Rehabilitated:	569
Cost of Completed Contracts:	\$47,865,000

Ongoing Contracts

Number of Clean & TV Contracts:	0
Number of Lining Contracts:	1
Number of Excavation Contracts:	5
Number of Manhole Rehab. Contracts:	0
Paid-to-Date on Ongoing Contracts:	\$2,370,000
Outstanding Value on Ongoing Contracts:	\$834,000