

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 19<sup>th</sup> day of June, 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

*[Handwritten Signature]*

City Manager

*[Handwritten Signature]*

President

Date Signed: June 18, 2014

Date Signed: May 20, 2014

ATTEST:

ATTEST:

*[Handwritten Signature]*

City Clerk

*[Handwritten Signature]*

Assistant Clerk

REVIEWED AND APPROVED:

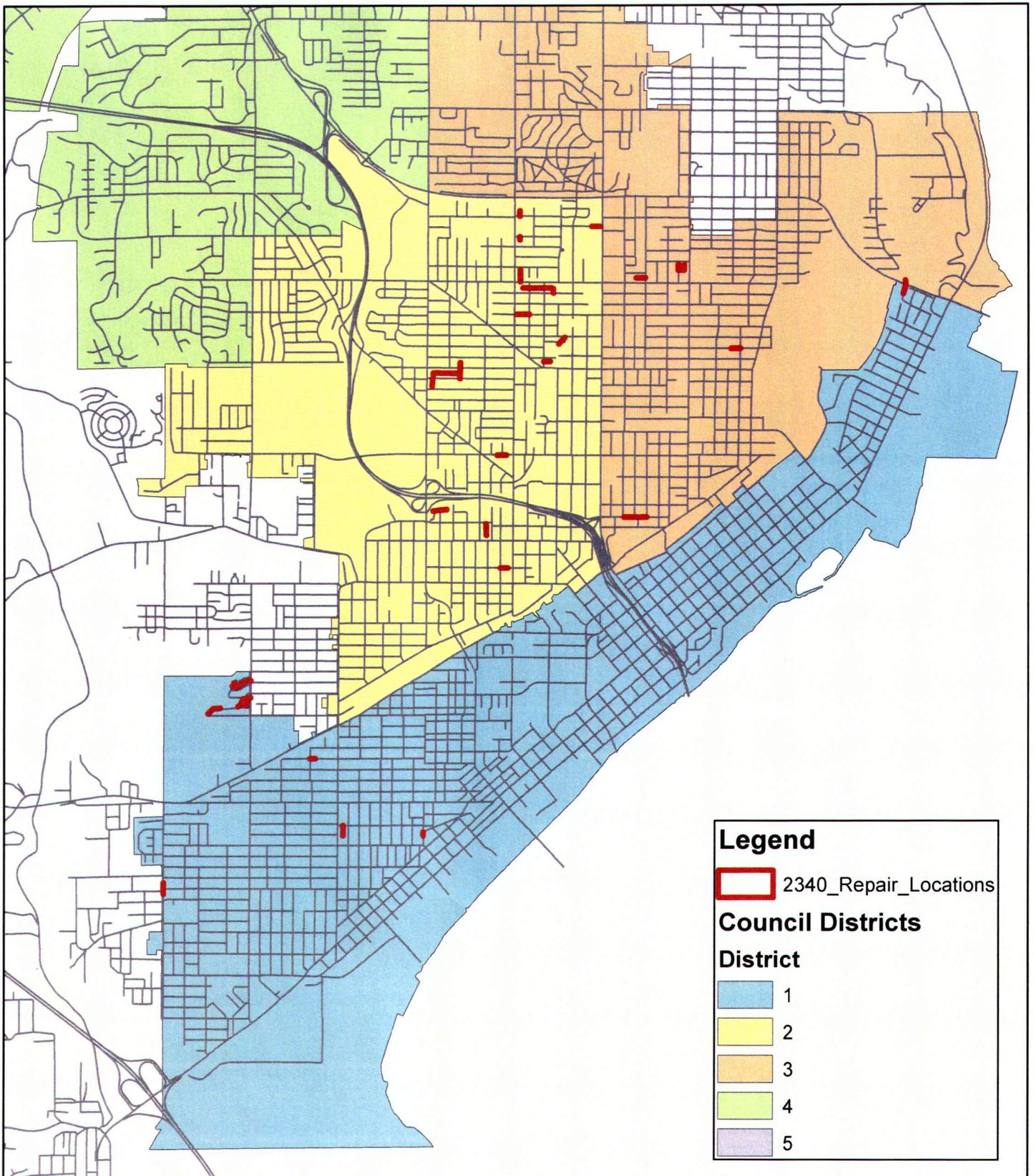
*[Handwritten Signature]*

City Attorney

*[Handwritten Signature]*

Public Works Director





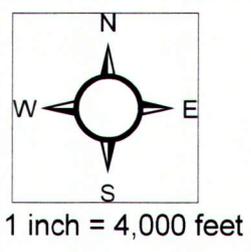
**Legend**

 2340\_Repair\_Locations

**Council Districts**

**District**

-  1
-  2
-  3
-  4
-  5



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

**CONTRACT  
CITY OF PEORIA**

Bond # 2145814

1. This Agreement, made and entered into this 10<sup>th</sup> day of June, 2014, by and between the City of Peoria, an Illinois Municipal Corporation, known as the Party of the First Part, and Hoerr Construction, Inc., his/their executors, administrators, successors or assigns, known as the Party of the Second Part.
  
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of the Second Part agrees with said Party of the First Part, at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all the terms of this Agreement and the requirements of the Engineer under it.

IT IS UNDERSTOOD AND AGREED that the Specifications and the Plans for the REPAIR AND MODIFICATION OF CITY OF PEORIA DESIGN AREA 1 SEWERS, CIPP MANHOLE TO MANHOLE, PROJECT 12, in the City of Peoria, Illinois, dated March, 2014, are all essential documents of this Contract and are a part thereof.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

**THE CITY OF PEORIA**

BY: \_\_\_\_\_

*Pat [Signature]*  
City Manager

ATTEST: \_\_\_\_\_

*Beth [Signature]*  
City Clerk

EXAMINED AND APPROVED:

*Jon [Signature]*  
Corporation Counsel

**PARTY OF THE SECOND PART**

Hoerr Construction, Inc.

BY: \_\_\_\_\_

Bond # 2145814

**CITY OF PEORIA; PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, of Hoerr Construction, Inc., a corporation organized under the laws of the State of Illinois, as Principal, and West Bend Mutual Insurance Company a corporation organized and existing under the laws of the State of Wisconsin with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Peoria, Peoria County, State of Illinois, in the penal sum of Five Hundred and Forty Thousand, Seven Hundred and Fifty Nine Dollars and Zero Cents (\$540,759.00) lawful money of the United States, well and truly to be paid unto said City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITIONS OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has entered into a contract with the City of Peoria for the REPAIR AND MODIFICATION OF CITY OF PEORIA DESIGN AREA 1 SEWERS, CIPP MANHOLE TO MANHOLE, PROJECT 12, in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFOR, the condition of this obligation is such, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse the City of Peoria, all loss and damage which it may sustain by reason of the failure or default on the part of the Principal so to do, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 13th day of May, 2014.

FOR THE CITY OF PEORIA  
EXAMINED AND APPROVED:

Jonni Choi Williams  
Corporation Counsel

HOERR CONSTRUCTION, INC.

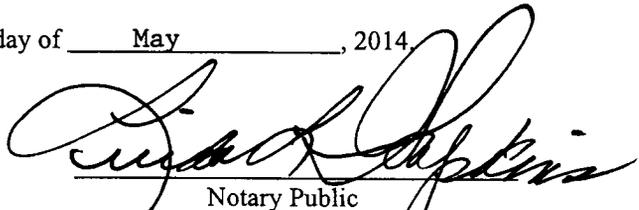
Max P Hoerr II <sup>Principal</sup> President  
WEST BEND MUTUAL INSURANCE COMPANY

Ronald A Koopman <sup>Sureties</sup>  
BY Ronald A Koopman Attorney in Fact

STATE OF Illinois )  
 ) SS  
COUNTY OF Macon )

I, Linda L Hopkins, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ronald A Koopman, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for West Bend Mutual Insurance Company, appeared before me this day in person and acknowledged that he signed the name of West Bend Mutual Insurance Company, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this 13th day of May, 2014.

  
Notary Public  
**"OFFICIAL SEAL"**  
LINDA L HOPKINS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-13-2016



2145814

**Power of Attorney**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RONALD A KOOPMAN

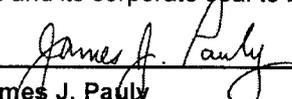
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Dollars (\$7,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

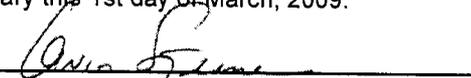
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

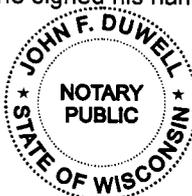
  
 \_\_\_\_\_  
 James J. Pauly  
 Secretary

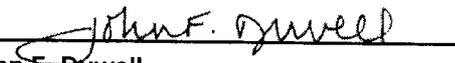


  
 \_\_\_\_\_  
 Kevin A. Steiner  
 Chief Executive Officer / President

State of Wisconsin  
 County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



  
 \_\_\_\_\_  
 John F. Duwell  
 Executive Vice President - Chief Legal Officer  
 Notary Public, Washington Co. WI  
 My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13 day of May, 2014



  
 \_\_\_\_\_  
 Dale J. Kent  
 Executive Vice President -  
 Chief Financial Officer