# SEWER IMPROVEMENT AGREEMENT REPAIR OF CITY OF PEORIA DESIGN AREA 1 SEWERS POINT REPAIRS, PROJECT 13 (GPSD PROJECT 2332) BETWEEN THE CITY OF PEORIA AND THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

THIS AGREEMENT, entered into this 19th day of SEPTEMBER, 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:

# WITNESSEITI 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 13 (GPSD Project 2332) 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. <u>Definitions.</u> 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. <u>Bids.</u> The District accepted bids for the Improvement on August 8, 2014. A summary of the bids received is as follows:

<u>Contractor</u>	Bid Amount
Stark Excavating, Inc. Bloomington, Ill.	\$1,394,793.00
Hoerr Construction, Inc. Peoria, Ill.	\$1,671,050.00
The PIPCO Companies, Ltd. Peoria, Ill.	\$1,834,795.00

The City, with the District's recommendation, agrees to accept the bid submitted by Stark Excavating, Inc., hereinafter referred to as Contractor, with a bid in the amount of \$1,394,793.00 for completion of the Improvement.

- 3. <u>Change Orders.</u> 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 5% of the original contract amount without further consideration by the City. Change orders exceeding 5% of the original contract amount shall be further considered by the City.
- 4. <u>Cost.</u> 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. <u>Affirmative Action.</u> 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. <u>Term.</u> 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: 9/19/14

ATTEST:

City Clerk

**REVIEWED AND APPROVED:** 

City Attorney

Public Works Director

THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

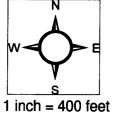
President

Date Signed: August 19, 2014

ATTEST

Clerk Joz







Location Map
Project 2332: Repair and Modification of
City of Peoria Design Area 1 Sewers, Point
Repair Project 13
September 9, 2014

### **CONTRACT**

- 1. This Agreement, made and entered into this 9<sup>th</sup> day of September, 2014, by and between the City of Peoria, an Illinois Municipal Corporation, known as the Party of the First Part, and Stark Excavating, 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, POINT REPAIR PROJECT 13, in the City of Peoria, Illinois, dated July, 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 &TTYOF PEORIA

City Manager

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City Clerk

PARTY OF THE SECOND PART

Stark Excavating, Inc.

(Member of Corporation)

Joshua V. Martin, Senior Estimator/PM

**EXAMINED AND APPROVED:** 

**Corporation Counsel** 

Bond #: 0184869

# PERFORMANCE BOND

KNOW	ALL MEN BY THESE	PRESENTS, That v	we Stark Excavating, Inc., a corporation organized
under t	he laws of the State of Illi	nois as Principal, and	Berkley Insurance Company
		a corporation	n organized and existing under the laws of the State
of	Delaware	with authori	ty to do business in the State of Illinois, as Surety,
are hel	d and firmly bound unto	the City of Peoria, P	Peoria County, State of Illinois, in the penal sum of
One M	lillion, Three Hundred an	d Ninety Four Thous	sand, Seven Hundred and Ninety Three Dollars and
Zero C	ents (\$1,394,793.00) lawf	ul money of the Unit	ed 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	s, jointly, severally, and fir	mly by these presents	s.
THE C	CONDITIONS OF THE F	OBECOING ODLIG	ATIONS IS SUCII that whomas the said Drive incl
			ATIONS IS SUCH that whereas, the said Principal
		·	the REPAIR AND MODIFICATION OF CITY OF
PEORI	A DESIGN AREA 1 SEV	WERS, POINT REPA	AIR PROJECT 13, in accordance with the terms and
conditi	ons of said contract, whic	h is hereby referred to	o and made a part hereof as if fully set forth herein;
NOW '	THEREFOR, the conditio	n of this obligation is	s such, that if the above bounden Principal shall well
and tru	ly keep, do and perform,	each and every, all a	and singular, the matters and things in said contract
set fort	h and specified to be by s	aid Principal kept, do	one and performed, at the times and in the manner in
said co	ontract specified, or shall	pay over, make go	od and reimburse the City of Peoria, all loss and
damage	e which it may sustain by	reason of the failure	or default on the part of the Principal so to do, then
			nain in full force and effect.
IN WIT	TNESS WHEREOF, we h	ave duly executed the	e foregoing Obligation this day of
	August	, 2014.	100
			Stark Excavating, Inc.
FOR T	THE CITY OF PEORIA		Principal
EXAM	INED AND APPROVED	: 1 - 1	Berkley Insurance Company
7	Jonald &	Teisl	Kasan I scatt
Co	rporation Counsel		Sureties
			Karen J. Scott, Attorney-in-Fact

STATE OF Illinois ) SS						
COUNTY OF Piatt						
I, Pamela S. Jarvis	, a Notary Public in and for said County in the					
State aforesaid, do hereby certify that	Karen J. Scott , who is					
personally known to me to be the same person who signed the above foregoing instrument as the Attorney						
in Fact for Berkley Insurance Company	, appeared before me this day in					
person and acknowledged that he signed the name of Karen J. Scott						
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	5th day of August , 2014.					

Notary Public

"OFFICIAL SEAL"
PAMELA S. JARVIS
Notary Public, State of Illinois
My commission expires 03/08/16

CONNECTICUT

## POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Anthony R. Ackerman, Jason M. Aiello, Steven J. Behrensmeyer, Douglas C. Fields, Debra J. Kieser, Sue V. Peterson, Lucas J. Sherman, Michael C. Stiff, Rodger L. Wind or Karen J. Scott of Wells Fargo Insurance Services USA, Inc. of Champaign, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

corporate seal he	ereunto affixed this 10 day of	<u>May</u> , 20	013.
(Seal)	Attest:		Berkley Insurance Company  By Why M. Hoffy
(Sour)	Ira S. Lederman Senior Vice President &	Secretary	Jerwey M. Hafter Senior Vice President
WARNING: TI	HIS POWER INVALID IF N	OT PRINTED ON BL	LUE "BERKLEY" SECURITY PAPER.
STATE	OF CONNECTICUT)		
COUN	) ss: TY OF FAIRFIELD )		

Sworn to before me, a Notary Public in the State of Connecticut, this Lo day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company. **NOTARY PUBLIC** 

### **CERTIFICATE**

Notary Public, State of Co

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 15th day of August

(Seal)

# Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group 412 Mount Kemble Avenue Suite 310N Morristown, NJ 07960 Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.