

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:

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. 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 August 8, 2014. A summary of the bids received is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
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. 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 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. 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: 9/19/14

Date Signed: August 19, 2014

ATTEST:

ATTEST:

[Handwritten Signature]

City Clerk

[Handwritten Signature]

Clerk



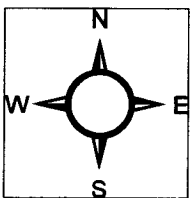
REVIEWED AND APPROVED:

[Handwritten Signature]

City Attorney

[Handwritten Signature]

Public Works Director



1 inch = 400 feet



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 9th 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 CITY OF PEORIA

BY: 

City Manager

ATTEST: 

City Clerk

PARTY OF THE SECOND PART


Stark Excavating, Inc.

BY: 

(Member of Corporation)

Joshua V. Martin, Senior Estimator/PM

EXAMINED AND APPROVED:

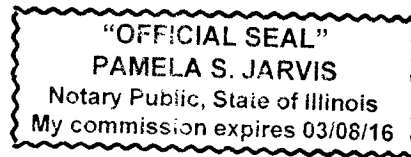

Corporation Counsel

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 15th day of August, 2014.

Pamela S. Jarvis
Notary Public



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.