

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

[Handwritten Signature]

City Manager

[Handwritten Signature]

President

Date Signed: 3/28/14

Date Signed: January 21, 2014

ATTEST:

[Handwritten Signature]

City Clerk

ATTEST:

[Handwritten Signature]

Clerk

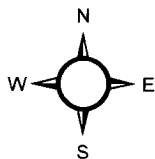
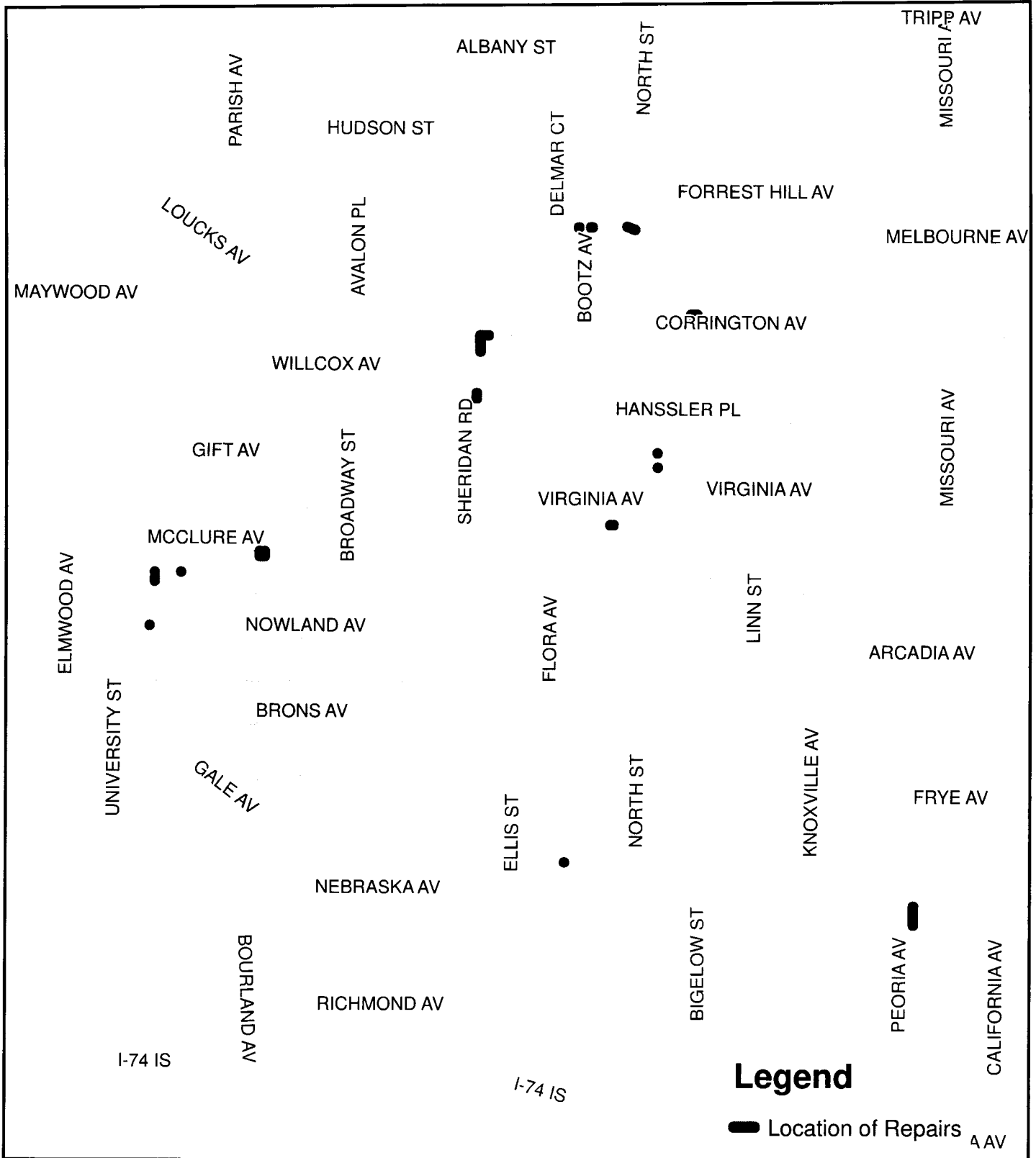
REVIEWED AND APPROVED:

[Handwritten Signature]

City Attorney



[Handwritten 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

**CITY OF PEORIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That I/we of The PIPCO Companies, Ltd., a corporation organized under the laws of the State of Delaware, as Principal, and Nationwide Mutual Insurance Company a corporation organized and existing under the laws of the State of Iowa 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, seventeen thousand dollars and zero cents (\$517,000.00) 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.

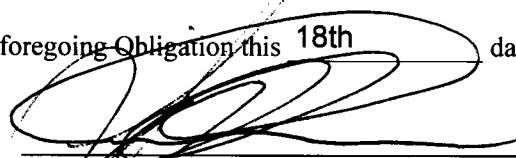
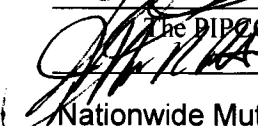
THE CONDITIONS OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has entered into a contract with the City of Peoria for the REPAIR AND MODIFICATION OF CITY OF PEORIA DESIGN AREA 1 SEWERS, POINT REPAIR PROJECT 11, in accordance with the terms and conditions of said contract, which 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 18th day of February, 2014.

**FOR THE CITY OF PEORIA
EXAMINED AND APPROVED:**

Sara Choi Williams
Corporation Counsel


The PIPCO Companies, Ltd.

Nationwide Mutual Insurance Company
Sureties

STATE OF Illinois)
COUNTY OF Peoria) SS

I, Roberta J. Filyaw, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeffrey K. Peterson, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for Nationwide Mutual Insurance Company, appeared before me this day in person and acknowledged that he signed the name of Jeffrey K. Peterson, 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 17th day of February, 2014.



Roberta J. Filyaw
Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

MICHAEL G. POWERS
KEVIN J. LUNE
TERESA C. WEST

CYNTHIA M. GRAVES
CHRISTOPHER M. TATE

JEFFREY K. PETERSON
SUSAN SLEVA

GALESBURG IL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

\$ 4,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of November, 2011.

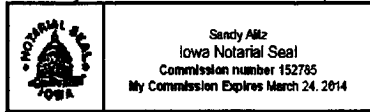
Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of November, 2011, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz

Notary Public
My Commission Expires
March 24, 2014

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 18th day of February, 2014.

Secretary

This Power of Attorney Expires 08/16/14

**CONTRACT
CITY OF PEORIA**

1. This Agreement, made and entered into this 25th day of February, 2014, by and between the City of Peoria, an Illinois Municipal Corporation, known as the Party of the First Part, and The PIPCO Companies, Ltd., 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 11, in the City of Peoria, Illinois, dated November, 2013, 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

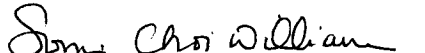
PARTY OF THE SECOND PART

The PIPCO Companies, Ltd.

BY: 

(President) Stephen M. Cicciarelli

EXAMINED AND APPROVED:



Corporation Counsel