

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the 11th day of March, 2014, by and between Illinois-American Water Company, an Illinois corporation ("IAWC"), and the City of Peoria, Illinois, an Illinois municipal corporation (the "City"). Hereinafter, IAWC and Peoria may be referred to individually as a "Party" or together as the "Parties".

RECITALS:

- A. IAWC is engaged in furnishing water utility service within Peoria.
- B. Peoria is planning the reconstruction of the intersection of Main Street and University Street, which reconstruction will require the relocation of IAWC's water main along that portion of both referenced streets at IAWC's cost.
- C. Peoria is willing to perform, through its contractors, the relocation of IAWC's water main in return for cost reimbursement by IAWC.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto agree as follows:

Article I Water Service Facilities

1.1 Construction. In accordance with the approved plans and specifications attached hereto as Exhibit 1 and incorporated herein by reference, Peoria shall construct and install approximately 1,600 lineal feet of 12-inch ductile iron water main along the designated portions of Main Street and University Street, together with all valves, fittings, hydrants, and other items indicated in Exhibit 1, hereinafter collectively referred to as the "Facilities." The size, design, type and quality of materials and of the system location and manner of installation of the Facilities shall be as indicated on Exhibit 1. No material change shall be made in the plans and specifications for the Facilities without the prior written approval of IAWC.

1.2 Cost Reimbursement. IAWC shall pay to Peoria all costs actually paid by Peoria to its contractors associated with the construction and installation of the Facilities in accordance with Exhibit 1. An itemized total cost estimate of the Facilities to be constructed pursuant to this Agreement is attached hereto as Exhibit 2 and incorporated herein by reference. The final cost to be paid by IAWC shall not exceed the Exhibit 2 estimate by more than ten (10) percent (the "Final Cost") plus a reimbursement of \$40,000 for engineering services. Peoria shall invoice IAWC for the Final Cost after completion of construction. IAWC shall pay the Final Cost within forty-five (45) days of receipt of the invoice. Any amount not paid within forty-five (45) days shall be subject to interest at ten (10) percent per annum.

Article II Rights-of-Way

Peoria shall provide to IAWC satisfactory evidence of rights-of-way and permits for all portions of the route along which the water main is installed as may be necessary to provide water service to each parcel or lot on said route and to operate, repair, and maintain the Facilities.

Article III Performance

3.1 No Encumbrances. Peoria shall construct and complete the Facilities free of all security interests, liens, and encumbrances of any nature. Peoria's general contract and all subcontracts shall contain a provision requiring a written release of the contractor's and subcontractors' and supplier's liens before IAWC's payment for any work performed by such persons will be made. Copies of all such releases shall be conveyed to IAWC upon transfer of the Facilities in accordance with Section 3.4.

3.2 Inspection. IAWC shall have the right at all times during construction to inspect the progress of the work performed and to determine whether the work is being performed in accordance with the plans and specifications contained in Exhibit 1. Peoria shall retain the services of an engineering firm for the purpose of inspecting and monitoring the performance of work and to ensure compliance with the plans and specifications contained in Exhibit 1, or IAWC may utilize its own associate engineers to perform any of such services. If, in IAWC's reasonable opinion, the work has not been, or is not being, performed in a good and workmanlike manner and in accordance with the plans and specifications contained in Exhibit 1, IAWC shall have the right to require the correction of any defects and compliance with the plans and specifications contained in Exhibit 1. Complete and satisfactory completion of the Facilities shall be a condition precedent to IAWC's obligation to accept the transfer of the Facilities.

3.3 Documentation. At the conclusion of construction, Peoria's hired engineering firm shall provide a current and complete set of "Record" drawings and other pertinent information of the completed Facilities showing their exact location and configuration within and outside, if applicable, the route. Peoria shall also deliver to IAWC a detailed itemization of all amounts paid in connection with the construction of the Facilities together with satisfactory evidence of full and final payment (or provision for payment satisfactory to Water Company) of all amounts due and payable in connection with such construction.

3.4 Ownership Transfer. Upon the satisfactory completion of the Facilities, and full compliance by Peoria with the provisions of Section 3.3 above, ownership of the Facilities shall be transferred to IAWC. For such purpose, Peoria shall execute and deliver to IAWC a written bill of sale, in the form of Exhibit 3, describing the Facilities with reasonable specificity. In such bill of sale, Peoria shall represent and warrant to IAWC that (i) the Facilities have been properly constructed and completed in accordance with the plans and specifications therefor; (ii) the Facilities are free and clear of all liens and encumbrances of any nature; and (iii) the Facilities have been inspected and approved by all public agencies and governmental authorities having

authority over the construction and installation of potable water systems. Upon the transfer of the Facilities, as provided herein, Peoria shall retain no right, title, or interest in them. Prior to such transfer, all risk of loss shall be with Peoria, and IAWC shall have no right or interest in the Facilities. Peoria's contractor shall warrant all work for a period of one (1) year from date of transfer.

3.5 Indemnity. Peoria shall protect, indemnify, and hold harmless IAWC from and against any and all loss, damage, claims of damage, liability, judgments, or causes of action (including, but not limited to, court costs and reasonable attorneys' fees), caused or occasioned by or resulting from Peoria's construction of the Facilities and/or any action undertaken by or on behalf of Peoria, or its agents or employees, during or following such construction. In addition, Peoria shall cause its contract with its general contractor retained to construct and install the Facilities to contain the following provision: "Contractor shall protect, indemnify, and hold harmless IAWC from and against any and all loss, damage, claims of damage, liability, judgments, or causes of action (including, but not limited to, court costs and reasonable attorneys' fees), caused or occasioned by or resulting from Contractor's construction of the Facilities and/or any action undertaken by or on behalf of Peoria, or its agents or employees, during or following such construction."

Article IV Service Connections

IAWC shall be responsible for making all service connections from the Facilities to customers along the portions of the route in which the water main is installed.

Article V Notice

Any notice required or permitted to be given under this Agreement shall be deemed delivered and be effective on the date physically delivered to the party to whom notice is being provided or two (2) calendar days following the date on which the notice is deposited in the United States Mail, postage prepaid, certified delivery, and addressed to the party to whom notice is being provided, as follows:

IAWC:

Illinois-American Water Company
7500 N. Harker Drive
Peoria, IL 61615
Attn: Christian S. Volz, PE

Peoria:

City of Peoria
3505 N. Dries Lane
Peoria, IL 61604
Attn: Scott Reese, PE

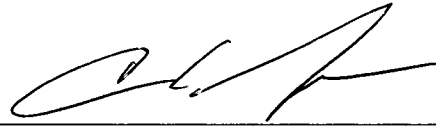
Each party shall promptly provide written notice to the other party, as provided herein, of any subsequent change of address.

**Article VI
Miscellaneous**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement, together with the exhibits hereto, sets forth the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between them. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by the party sought to be bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that an assignment or other transfer of this Agreement or any rights or obligations hereunder by Peoria shall not be binding upon IAWC or create any rights in the assignee until such assignment or other transfer is approved and accepted in writing by IAWC.

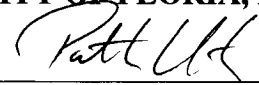
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized individuals to be effective as of the day, month, and year first above written.

ILLINOIS-AMERICAN WATER COMPANY



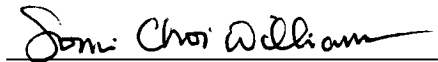
By: CHRIS JOHNSON
Senior Manager

CITY OF PEORIA, ILLINOIS



By: PATRICK URICH
City Manager

REVIEWED AND APPROVED:

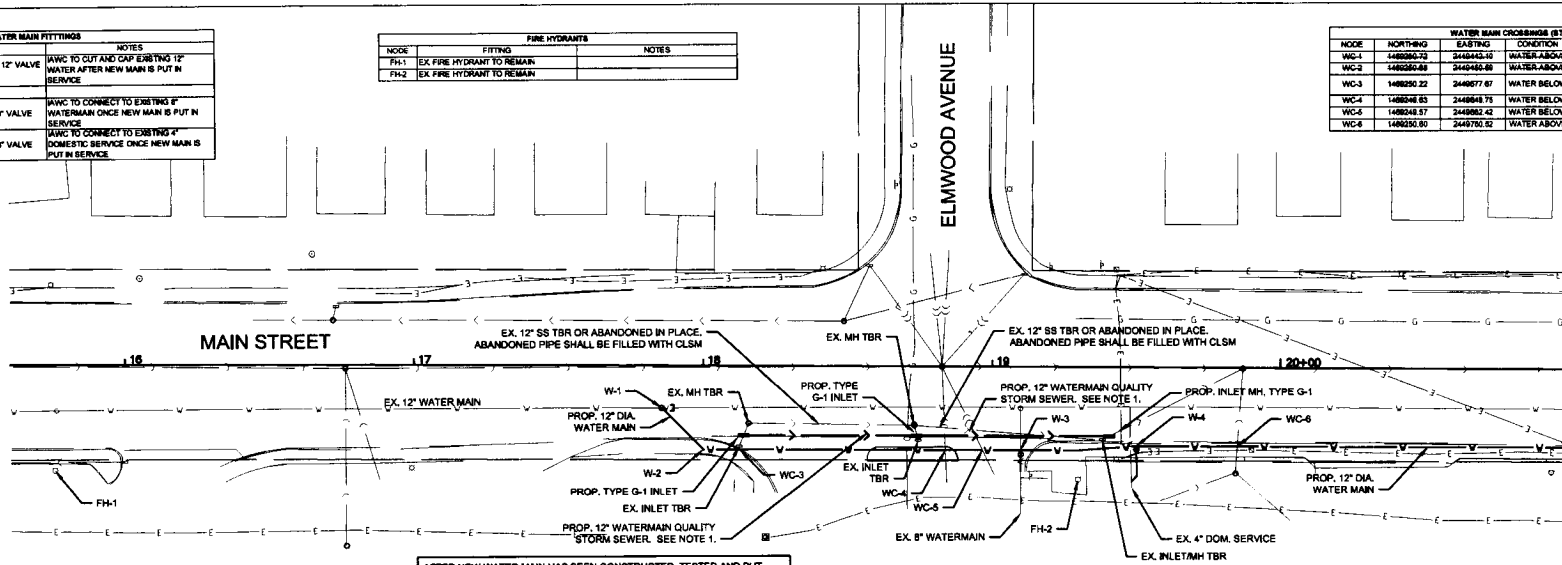

Interim Corporation Counsel


Public Works Director

WATER MAIN FITTINGS		
NODE	FITTING	NOTES
W-1	12" x 12" TAPPING TEE AND 12" VALVE AND 45 DEG. BEND	JAWC TO CUT AND CAP EXISTING 12" WATER AFTER NEW MAIN IS PUT IN SERVICE.
W-2	12" - 45 DEG. BEND	JAWC TO CONNECT TO EXISTING 8" WATERMAIN ONCE NEW MAIN IS PUT IN SERVICE.
W-3	12" X 6" ANCHOR TEE AND 6" VALVE	JAWC TO CONNECT TO EXISTING 6" DOMESTIC SERVICE ONCE NEW MAIN IS PUT IN SERVICE.
W-4	12" X 4" ANCHOR TEE AND 4" VALVE	JAWC TO CONNECT TO EXISTING 4" DOMESTIC SERVICE ONCE NEW MAIN IS PUT IN SERVICE.

FIRE HYDRANTS		
NODE	FITTING	NOTES
FH-1	EX. FIRE HYDRANT TO REMAIN	
FH-2	EX. FIRE HYDRANT TO REMAIN	

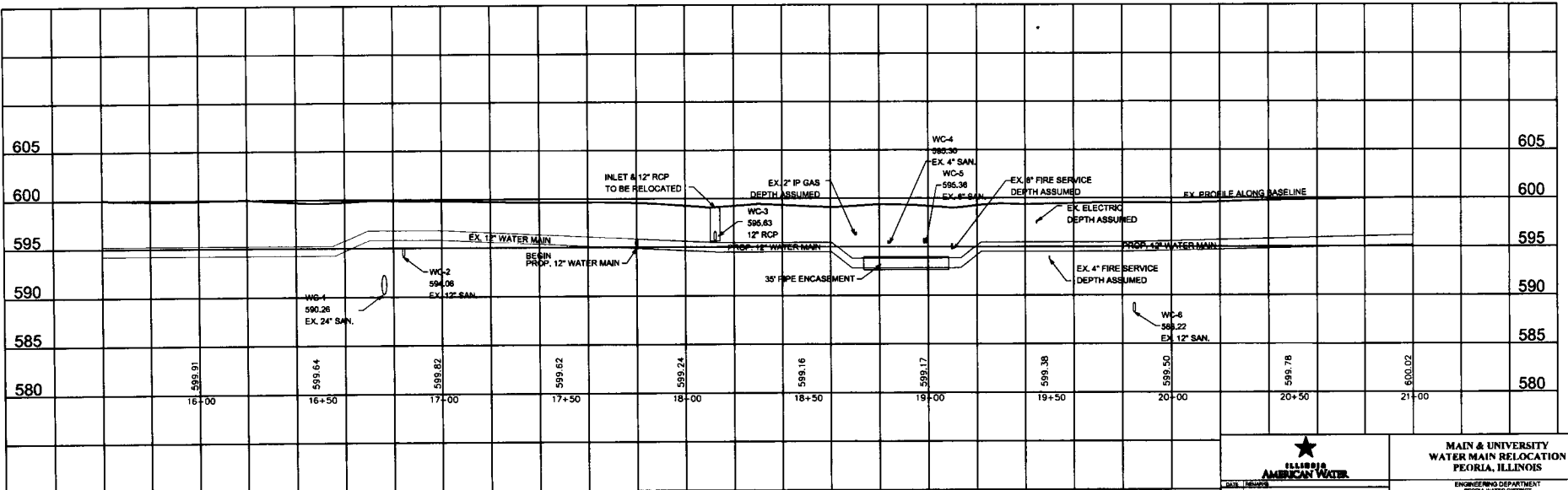
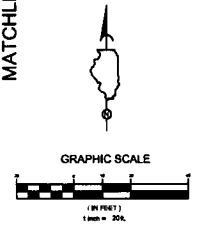
WATER MAIN CROSSINGS (STORM AND SANITARY)					
NODE	NORTHING	EASTING	CONDITION	SEPARATION	NOTES
WC-1	2448296.73	2448442.30	WATER ABOVE	> 18"	MAN ENCASUREMENT REQUIRED
WC-2	2448292.81	2448252.88	WATER ABOVE	> 18"	MAN ENCASUREMENT REQUIRED
WC-3	2448290.32	2448277.87	WATER BELOW	> 18"	MOVE STORM & INLET TO ALIGN WITH RELOCATED C & G
WC-4	2448248.83	2448268.75	WATER BELOW	> 18"	MAN ENCASUREMENT REQUIRED
WC-5	2448248.57	2448262.42	WATER BELOW	> 18"	MAN ENCASUREMENT REQUIRED
WC-6	2448230.80	2448270.52	WATER ABOVE	> 18"	MAN ENCASUREMENT REQUIRED



NOTES:
1. SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD PRIOR TO BACKFILLING.

AFTER NEW WATER MAIN HAS BEEN CONSTRUCTED, TESTED AND PUT INTO SERVICE, AND ALL FIRE SERVICE, DOMESTIC AND WATER MAIN CONNECTIONS HAVE BEEN MADE, JAWC SHALL ABANDON EXISTING 12" AND 10" WATER MAIN FROM W-1 TO W-20 AND PLUG ALL ENDS TO PREVENT SOIL MIGRATION.

MATCHLINE STA. 21+00.00



PERMITTING DRAWINGS



ILLINOIS AMERICAN WATER

MAIN & UNIVERSITY WATER MAIN RELOCATION PEORIA, ILLINOIS

ENGINEERING DEPARTMENT
PEORIA WATER DISTRICT
125 S.W. UNIVERSITY ST., PEORIA, ILLINOIS 61602

DESIGNED BY: []
CHECKED BY: []
DATE: []
SCALE: []
PROJECT NO.: []
SHEET NO.: []

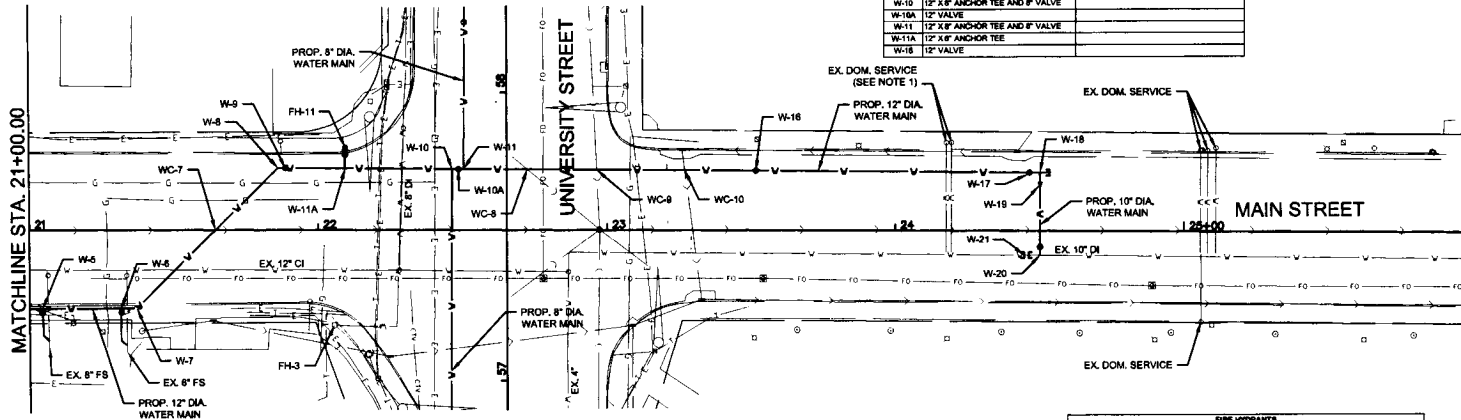
DATE: 10/20/17
PROJECT: 14-097
SCALE: 1"=20'
SHEET: 4 OF 12

AFTER NEW WATER MAIN HAS BEEN CONSTRUCTED, TESTED AND PUT INTO SERVICE, AND ALL FIRE SERVICE, DOMESTIC AND WATER MAIN CONNECTIONS HAVE BEEN MADE, MAWC SHALL ABANDON EXISTING 12" AND 10" WATER MAIN FROM W-1 TO W-20 AND PLUS ALL ENDS TO PREVENT SOIL MIGRATION.

WATER MAIN CROSSINGS (STORM AND SANITARY)					
NODE	NORTHING	EASTING	CONDITION	SEPARATION	NOTES
WC-7	148927.85	248928.47	WATER ABOVE	> 18"	
WC-8	148927.18	248928.83	WATER ABOVE	< 18"	WM ENCASEMENT REQUIRED
WC-9	148928.83	248928.41	WATER ABOVE	> 18"	
WC-10	148928.58	248928.90	WATER BELOW	> 18"	WM ENCASEMENT REQUIRED

WATER MAIN FITTINGS		
NODE	FITTING	NOTES
W-5	12" X 8" ANCHOR TEE AND 8" VALVE	CONTRACTOR TO CONNECT TO EXISTING 8" FIRE SERVICE ONCE NEW MAIN IS PUT IN SERVICE
W-6	12" X 8" ANCHOR TEE AND 8" VALVE	CONTRACTOR TO CONNECT TO EXISTING 8" FIRE SERVICE ONCE NEW MAIN IS PUT IN SERVICE
W-7	12" - 45 DEG BEND	
W-8	12" - 45 DEG BEND	
W-9	12" VALVE	
W-10	12" X 8" ANCHOR TEE AND 8" VALVE	
W-10A	12" VALVE	
W-11	12" X 8" ANCHOR TEE AND 8" VALVE	
W-11A	12" X 8" ANCHOR TEE	
W-18	12" VALVE	

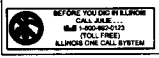
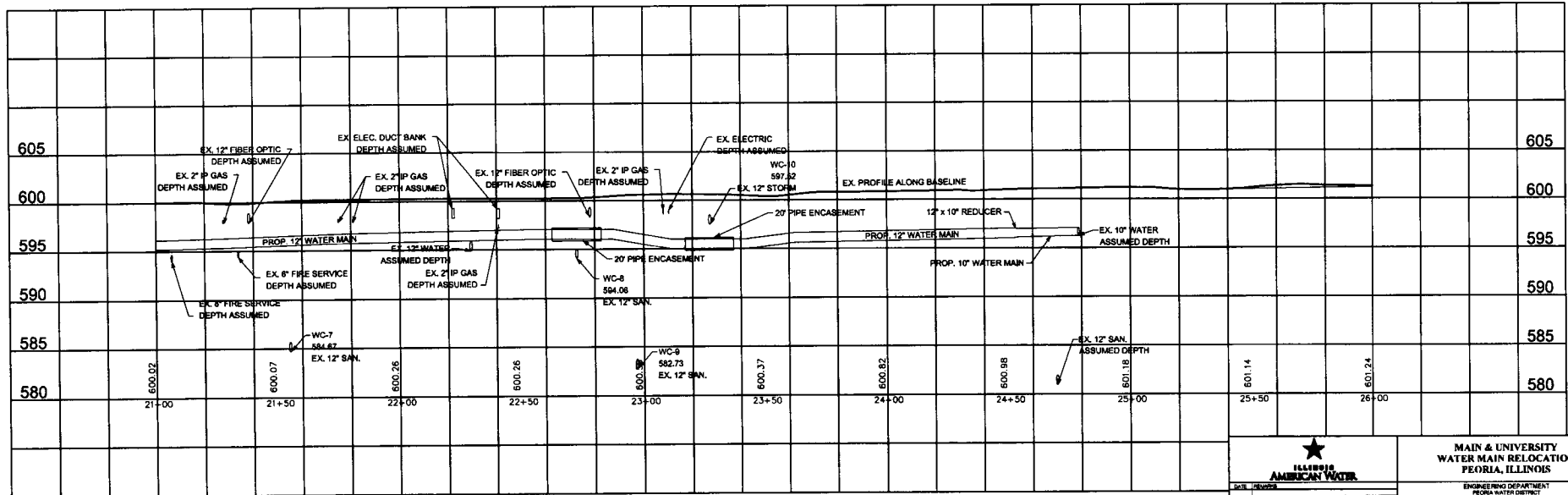
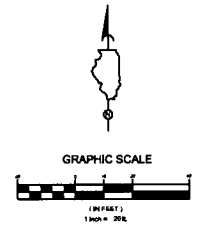
WATER MAIN FITTINGS		
NODE	FITTING	NOTES
W-17	12" VALVE	
W-18	12" X 12" ANCHOR TEE	CONTRACTOR TO PLUG EAST END
W-19	12" X 10" REDUCER	
W-20	10" X 10" TAPPING TEE AND 10" VALVE	SAVIO TO CUT AND CAP EXISTING 10" WATER AFTER NEW MAIN IS PUT IN SERVICE
W-21	10" CAP	



NOTES:
1. LAWC TO TRANSFER DOMESTIC SERVICES TO NEW MAIN AFTER IT IS PUT INTO SERVICE.

SEE SHEET 8 FOR UNIVERSITY STREET WATER MAIN INFORMATION.

FIRE HYDRANTS		
NODE	FITTING	NOTES
FH-3	EX. FIRE HYDRANT TO BE REMOVED AFTER FH-8 IS IN SERVICE	GLORIE VALVE, REMOVE VALVE BOX AND REMOVE OR PLUG 8" LEAD
FH-11	NEW FIRE HYDRANT AND 8" VALVE	

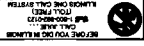


PERMITTING DRAWINGS



AMERICAN WATER

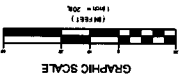
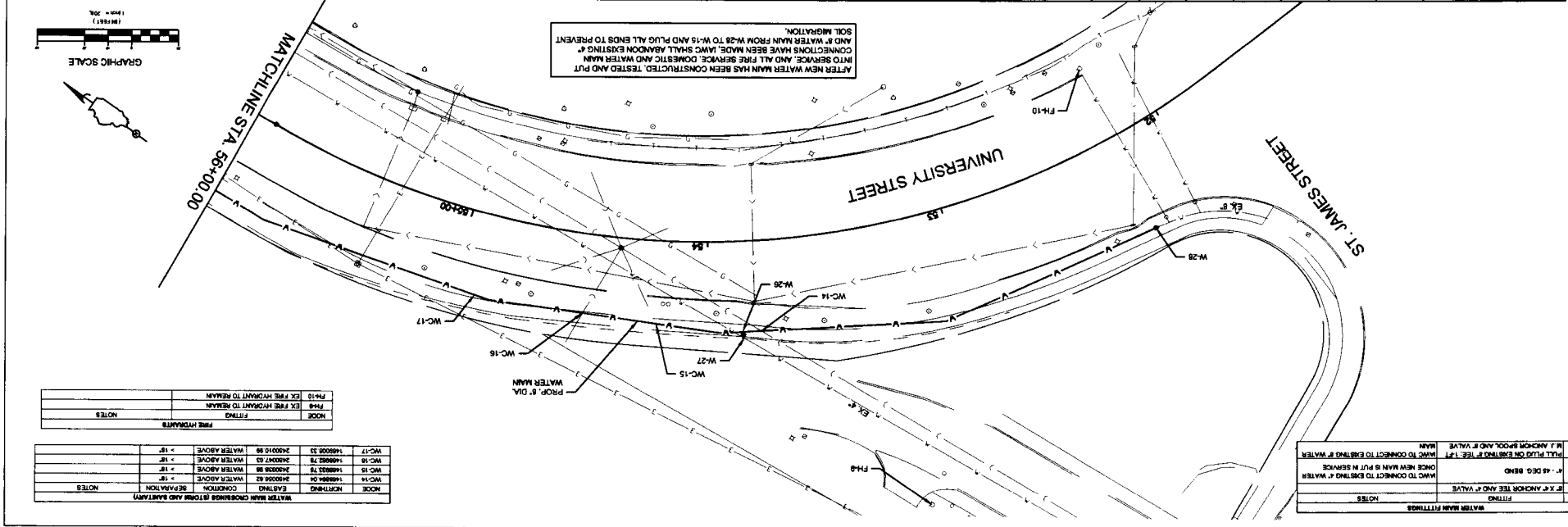
MAIN & UNIVERSITY WATER MAIN RELOCATION PEORIA, ILLINOIS	
ENGINEERING DEPARTMENT PEORIA WATER DISTRICT 121 S.W. UNIVERSITY ST., PEORIA, ILLINOIS 61602	
DRAWN BY: JES PROJECT NO: 14-097 DATE: 08/08/14 SHEET: 5 OF 12	DATE: 08/08/14 PROJECT: 14-097 MAIN ST P & P 5 of 12



PERMITTING DRAWINGS

UNIVERSITY ST & P	7 of 12
ENGINEERING DEPARTMENT	
PERMITS SECTION	
PROJECT NO.	
DATE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	
UNIVERSITY ST & P	

580	580.49	580.08	580.77	580.50	580.07	580.97	580.74	580.45	580.00	580.15	580.84	
585			WC-14 EX. 1" SAN. 587.58		WC-15 EX. 1" SAN. 588.87		WC-16 EX. 10" SAN. 583.88					
590												
595												
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AFTER NEW WATER MAIN HAS BEEN CONSTRUCTED, TESTED AND PUT INTO SERVICE, AND ALL FIRE SERVICE, DOMESTIC AND WATER MAIN CONNECTIONS HAVE BEEN MADE, IMVC SHALL ABANDON EXISTING #1 AND #2 WATER MAIN FROM W-28 TO W-15 AND PLUG ALL ENDS TO PREVENT SOIL MIGRATION.

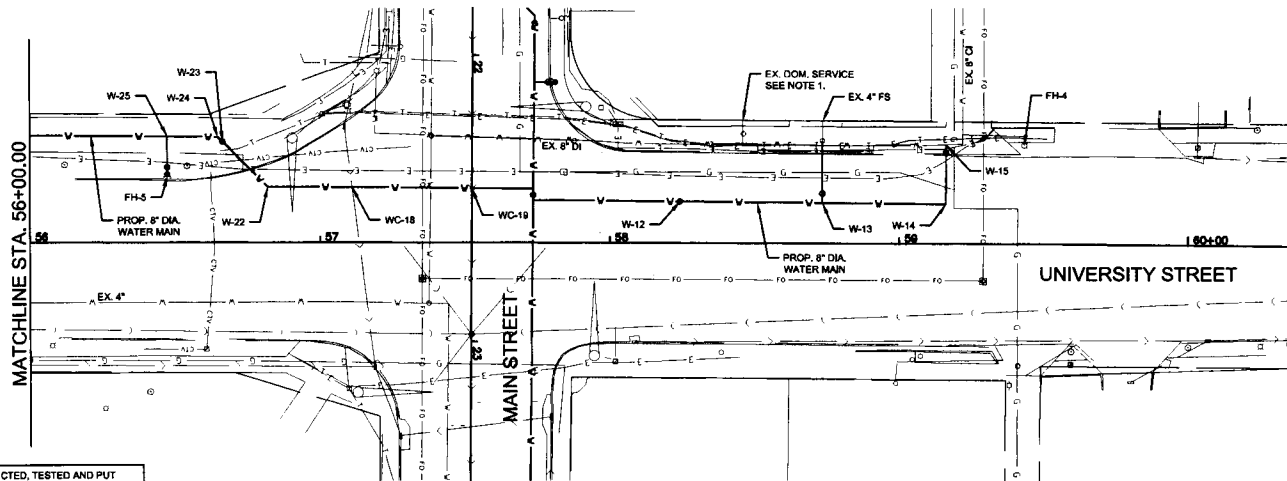
NO.	DESCRIPTION	DATE	BY	REVISION
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WATER MAIN CROSSINGS (STORM AND SANITARY)					
NODE	NORTHING	EASTING	CONDITION	SEPARATION	NOTES
WC-18	149828.05	248002.01	WATER BELOW	> 18"	WM ENCASUREMENT REQUIRED
WC-19	1498278.37	248002.40	WATER ABOVE	> 18"	

WATER MAIN FITTINGS		
NODE	FITTING	NOTES
W-12	8" VALVE	
W-13	8" X 4" ANCHOR TEE AND 4" VALVE	CONTRACTOR TO CONNECT TO EXISTING 4" FIRE SERVICE ONCE NEW MAIN IS PUT IN SERVICE
W-14	8" X 8" TEE	CONTRACTOR TO PLUG NORTH END
W-15	8" X 8" TAPPING TEE AND 8" VALVE	IAWC TO CUT AND CAP EXISTING 8" WATER AFTER NEW MAIN IS PUT IN SERVICE
W-22	8" - 45 DEG BEND	
W-23	8" VALVE	
W-24	8" - 45 DEG BEND	
W-25	8" X 8" ANCHOR TEE	

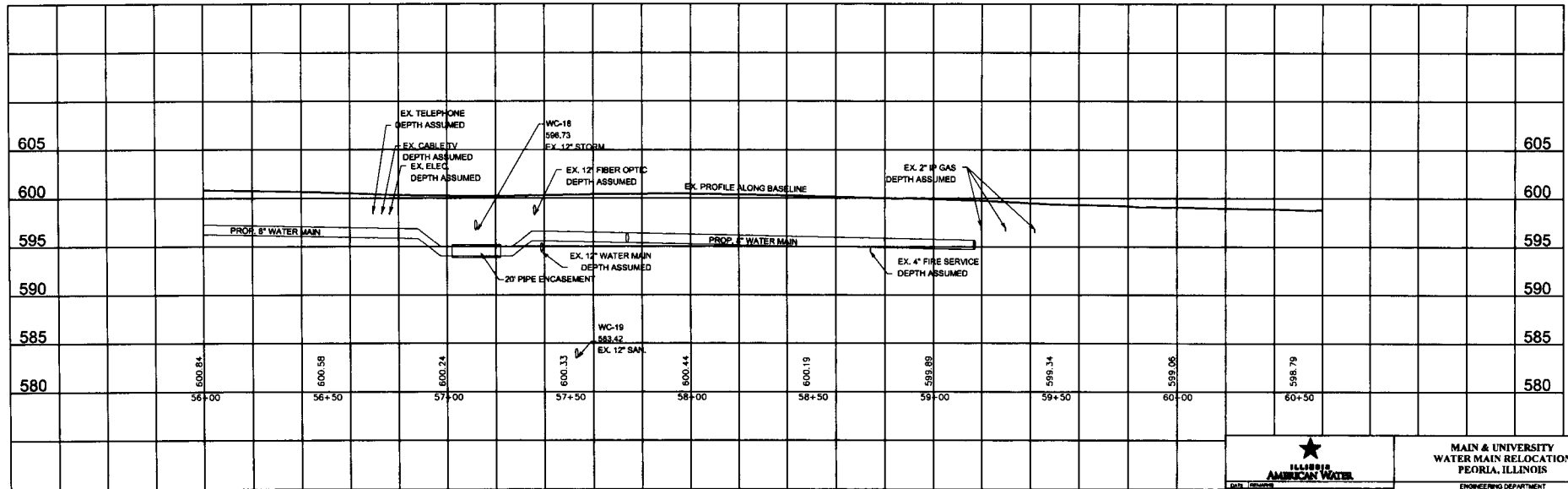
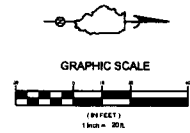
FIRE HYDRANTS		
NODE	FITTING	NOTES
FH4	EX. FIRE HYDRANT TO REMAIN	
FH8	NEW FIRE HYDRANT AND 8" VALVE	



AFTER NEW WATER MAIN HAS BEEN CONSTRUCTED, TESTED AND PUT INTO SERVICE, AND ALL FIRE SERVICE, DOMESTIC AND WATER MAIN CONNECTIONS HAVE BEEN MADE, IAWC SHALL ABANDON EXISTING 4" AND 8" WATER MAIN FROM W-28 TO W-15 AND PLUG ALL ENDS TO PREVENT SOIL MIGRATION.

SEE SHEET 5 FOR MAIN STREET WATER MAIN INFORMATION.

NOTES:
1. IAWC TO TRANSFER DOMESTIC SERVICES TO NEW MAIN AFTER IT IS PUT INTO SERVICE.



BEFORE YOU DO IN ILLINOIS
CALL AHEAD...
1-800-800-0173
(TOLL FREE)
ILLINOIS ONE CALL SYSTEM

PERMITTING DRAWINGS



ILLINOIS AMERICAN WATER

**MAIN & UNIVERSITY
WATER MAIN RELOCATION
PEORIA, ILLINOIS**

ENGINEERING DEPARTMENT
PEORIA WATER DISTRICT
133 N.W. WASHINGTON ST., PEORIA, ILLINOIS 61604

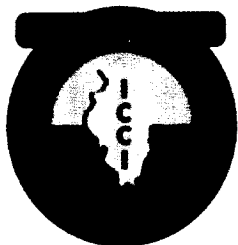
DESIGNED BY: JES
PROJECT NUMBER: 1402
APPROVED: JES
DATE: 08/01/14
SCALE: 1"=30'
DATE: 08/01/14
PROJECT: 14-097

ILLINOIS STATE PROFESSIONAL ENGINEERING BOARD
FOR LICENSE NUMBER 000000000

DATE: 08/01/14
PROJECT: 14-097

UNIVERSITY ST P & P
8 of 12

WATER MAIN BUDGET REVISED



Illinois Civil Contractors, Inc.

420 Pinecrest Drive
 East Peoria, IL 61611
 Contact: Michael Fehr
 Phone: 309-694-4224
 Fax: 309-694-5676

Quote To: City of Peoria

Job Name: Main & Univ Water Main 3rd Rev.2-6-14

Date of Plans: Terra Engineering 1/7/2014

Revision Date: N/A

Date Submitted 2/6/2014

Revised to stop at Approx Sta. 18+00
 Removed Storm Sewer from Budget

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	WATERMAIN (INCLUDES DEMO & TEMPORARY RESTORATION)				
	12" CL 350 DUCTILE IRON PIPE	645.00	LF	188.00	121,260.00
	10" CL 350 DUCTILE IRON PIPE	20.00	LF	332.00	6,640.00
	8" CL 350 DUCTILE IRON PIPE WITH POLY RAP	718.00	LF	161.00	115,598.00
	6" CL 350 DUCTILE IRON PIPE WITH POLY RAP	31.00	LF	90.00	2,790.00
	4" CL 52 DUCTILE IRON PIPE WITH POLY RAP	20.00	LF	160.00	3,200.00
	24" C905 PVC CASING	87.00	LF	219.00	19,053.00
	16" C905 PVC CASING	20.00	LF	182.00	3,640.00
	12X12 TEE	1.00	EA	1,153.00	1,153.00
	12X8 ANCHOR TEE	4.00	EA	1,398.00	5,592.00
	12X6 ANCHOR TEE	2.00	EA	1,043.00	2,086.00
	8X6 ANCHOR TEE	1.00	EA	1,138.00	1,138.00
	8X4 ANCHOR TEE	3.00	EA	948.00	2,844.00
	12x10 REDUCER	1.00	EA	803.00	803.00
	12 GATE VALVE	2.00	EA	2,921.00	5,842.00
	8 GATE VALVE	5.00	EA	1,579.00	7,895.00
	6 GATE VALVE	3.00	EA	1,049.00	3,147.00
	4 GATE VALVE	3.00	EA	899.00	2,697.00
	FIRE HYDRANT	2.00	EA	3,289.00	6,578.00
	CLSM	1,746.00	CY	49.50	86,427.00
	PAVEMENT REMOVAL	1,162.00	SY	10.00	11,620.00
	TEMP PAVEMENT (MILLINGS) 8"	355.00	TON	17.00	6,035.00
	10"X10" TAPPING SLEEVE W/ 10" GV & VB	1.00	EA	7,100.00	7,100.00
	12"X12" TAPPING SLEEVE W. 12" GV & VB	1.00	EA	6,400.00	6,400.00
	8"X8" TAPPING SLEEVE W/ 8" GV & VB	1.00	EA	5,000.00	5,000.00
	CONNECT TO EXISTING 8" FIRE SERVICE	1.00	EA	1,700.00	1,700.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONNECT TO EXISTING 6" FIRE SERVICE	1.00	EA	1,700.00	1,700.00
	DUMP FEES	267.00	EA	183.00	48,861.00
	ALT - DEDUCT FOR INSTALLING FA-6 TRENCH BACKFILL	1.00	LS	-47,000.00	-47,000.00
	STORM SEWER DEMOLITION	1.00	LS	3,230.00	3,230.00
	TRAFFIC CONTROL	1.00	LS	3,480.00	3,480.00
	TOTAL WATERMAIN				\$446,509.00
	RESTORATION & STORM SEWER				
	Excavate for Road Patch	90.00	CY	21.00	1,890.00
	Concrete Road Patch 8"	274.00	SY	42.00	11,508.00
	HMA Road Patch	70.00	TON	185.00	12,950.00
	Sidewalk 4"	6,000.00	SF	5.80	34,800.00
	ADA Ramps	50.00	SF	20.00	1,000.00
	Curb & Gutter	500.00	LF	26.00	13,000.00
	TOTAL RESTORATION & STORM SEWER				\$75,148.00
	GRAND TOTAL				\$521,657.00

NOTES:

Includes: Labor, Equipment, and Materials to install Water Main per Terra plans dated 1-7-14 with IAWC revisions as follows:

Sheet 4 - W-3 (8" Fire Service) JCD will drop in a tee, and gate valve when installing new main. Final connections by IAWC personnel.

Sheet - W-4 (4" Domestic Fire Service) JCD will drop in a tee, and gate valve when installing new main. Final connections by IAWC personnel.

Sheet 5 W-10A (12" Gate Valve) Delete

Sheet 5 W-11 (8" Gate Valve) Delete

Includes: Hauling Spoil to Indian Creek Landfill (PDC - Hopedale) @ \$15.00 per ton

Includes: Pavement Sawcutting, Removal, and Temp. Surface with Millings

Includes: All Materials as instructed at our last meeting 1/16/2014

Includes: FA-6 Screenings Trench Backfill from Westside Aggregate.

Excludes: Sales Tax

Excludes: Seeding and Landscaping

Excludes: Relocations of existing utilities

Excludes: Erosion Control

Excludes: Permits, and Connection Fees other than listed above

Excludes: Construction Staking, Engineering, and Inspection