

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 University Street, which reconstruction will require the relocation of IAWC's water main along that street 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 1,630 lineal feet ductile iron water main along the designated portions of 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"). 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. IAWC 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. 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 contractor 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 Reeise, 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: ROGER GOODSON  
Senior Manager

**CITY OF PEORIA, ILLINOIS**

\_\_\_\_\_  
By: PATRICK URICH  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

REVIEWED AND APPROVED:

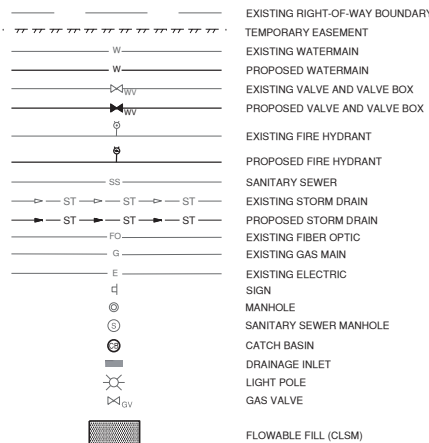
\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Public Works Director

**GENERAL NOTES**

- ALL WATERMAIN CONSTRUCTION SHALL BE PERFORMED BY AN ILLINOIS AMERICAN WATER COMPANY APPROVED CONTRACTOR.
- THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", SEVENTH EDITION, JUNE 2014.
- THE LOCATION, SIZE AND TYPE OF MATERIALS OF EXISTING UNDERGROUND UTILITIES INDICATED ON THE PLANS ARE NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR COMPLETE. NEITHER THE OWNER NOR THE ENGINEER ASSUME ANY RESPONSIBILITY WHATSOEVER IN RESPECT TO THE ACCURACY OR SUFFICIENCY OF THE INFORMATION, AND THERE IS NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT THE CONDITIONS INDICATED ARE REPRESENTATIVE OF THOSE TO BE ENCOUNTERED IN THE CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY OF HIS OPERATIONAL PLANS AND SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION AND ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULE OF THE UTILITY COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REMOVAL OR ADJUSTMENT IS REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH MAINS AND SERVICES DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO SERVICE AT ONCE. WHERE POSSIBLE, RESIDENTS SHALL BE NOTIFIED IN ADVANCE IF THEIR HOUSE SERVICE IS TO BE DISCONNECTED AND NO HOUSE SHALL BE LEFT WITHOUT SERVICE OVERNIGHT.
- SOME, BUT NOT ALL, OF THE UTILITIES OF THIS PROJECT CAN BE CONTACTED PRIOR TO CONSTRUCTION BY CALLING THE JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS (JULIE), PHONE 800-892-0123. CONTACT NON-MEMBER UTILITIES DIRECTLY.
- WATERMAIN SHALL BE DUCTILE IRON PIPE MEETING PRESSURE CLASS 350 IN ACCORDANCE WITH AWWA C151. ALL WATERMAIN SHALL BE POLYWRAPPED PER THE STANDARD DETAIL ON SHEET C-6
- FITTINGS SHALL BE CEMENT LINED, BITUMINOUS COATED COMPACT DUCTILE IRON RESTRAINED JOINT (PR-350). SEE DETAIL THIS SHEET FOR LENGTHS OF RESTRAINED JOINTS
- WATERMAIN SHALL HAVE A MINIMUM DEPTH OF COVER OF 3'-6" AND MAXIMUM DEPTH NO MORE THAN 4'-0" WITHOUT ILAW APPROVAL, OR NOTED ON THE DRAWING.
- ALL WATERMAIN SHALL BE INSTALLED WITH A PARALLEL 12 GAUGE COPPER WIRE ALONG SIDE THE PIPE. THE WIRE SHALL BE ELECTRICALLY CONTINUOUS AND SHALL RUN UP THE OUTSIDE OF THE VALVE BOX. THE CONTRACTOR SHALL NOTCH THE VALVE BOX AND TERMINATE TRACER WIRE IN VALVE BOX. ONLY WATERPROOF SPLICES SHALL BE PERMITTED SUCH AS 3M OR EQUAL.
- DURING BACKFILL, LINE MARKING TAPE SHALL BE PLACED OVER PIPE 12" ABOVE TOP OF PIPE.
- FLOWABLE FILL (CLSM) SHALL BE PLACED TO THE SUBSURFACE OF PERMANENT PAVEMENT IN ALL STREET, DRIVEWAY AND SIDEWALK CROSSINGS. CONCRETE PAVEMENT SURFACE SHALL BE PLACED TO THE EXISTING SURFACE GRADE. CONCRETE PAVEMENT THICKNESS SHALL MATCH EXISTING BUT SHALL NOT BE LESS THAN 14 INCHES. SEE THE SPECIFICATIONS AND PLANS FOR MORE DETAILS.
- ALL TURFED AND WOODED AREAS ON THIS PROJECT SHALL BE FERTILIZED AND SEEDED IF THEY ARE DISTURBED BY CONSTRUCTION OPERATIONS. TOPSOIL SHALL BE REMOVED, STOCKPILED SEPARATELY AND RESPREAD FOLLOWING CONSTRUCTION ON ALL RESIDENTIAL LAWNS, PARKS, CULTIVATED FIELDS AND WHEREVER SPECIFICALLY DESIGNATED ON THE PLANS. FOR REQUIREMENTS, SEE SPECIFICATIONS.
- REMOVAL AND REPLACEMENT OF CONCRETE BARRIERS, FENCES, MAIL BOXES, SHRUBS AND SIGNS TO CONSTRUCT THIS PROJECT SHALL BE INCIDENTAL TO THE COST OF CONSTRUCTION OF THE WATERMAIN.
- EXISTING CULVERTS THAT CROSS THE PROPOSED WATERMAIN SHALL BE TUNNELED UNDER. IF CULVERT IS DAMAGED DURING INSTALLATION OF WATERMAIN, CONTRACTOR SHALL REMOVE AND REPLACE CULVERT AT CONTRACTOR'S EXPENSE.
- ILAW PERSONNEL WILL LOCATE THE EXISTING WATERMANS TO THE BEST OF THEIR ABILITY AND KNOWLEDGE. HOWEVER, THE CONTRACTOR MAY NEED TO PERFORM SOME EXPLORATORY EXCAVATION.
- LAND SURVEY MONUMENTS (PROPERTY CORNERS, RIGHT-OF-WAY MARKERS, ETC.) WHICH ARE DISTURBED BY EXCAVATION SHALL BE RESET BY A LICENSED PROFESSIONAL LAND SURVEYOR. COST SHALL BE INCIDENTAL TO CONSTRUCTION OF THE WATERMAIN.
- IN ACCORDANCE WITH PUBLIC ACT 90-761, WHICH AMENDS THE ENVIRONMENTAL PROTECTION ACT CONCERNING GENERAL CONSTRUCTION DEBRIS, THE CONTRACTOR SHALL NOT CONDUCT ANY GENERATION, TRANSPORTATION OR RECYCLING OF CONSTRUCTION OR DEMOLITION DEBRIS, CLEAN OR GENERAL OR UNCONTAMINATED SOIL GENERATED DURING CONSTRUCTION, REMODELING, REPAIR, AND DEMOLITION OF UTILITIES, STRUCTURES AND ROADS THAT IS NOT COMMINGLED WITH ANY WASTE, WITHOUT THE MAINTENANCE OF DOCUMENTATION IDENTIFYING THE HAULER, GENERATOR, PLACE OF ORIGIN OF THE DEBRIS OR SOIL, THE WEIGHT OR VOLUME OF THE DEBRIS OR SOIL, AND THE LOCATION, OWNER AND OPERATOR OF THE FACILITY WHERE THE DEBRIS OR SOIL WAS TRANSFERRED, DISPOSED, RECYCLED OR TREATED. THIS DOCUMENTATION MUST BE MAINTAINED BY THE CONTRACTOR FOR THREE (3) YEARS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 14 DAYS, SHALL BE TEMPORARILY SEEDDED. THESE AREAS SHALL BE SEEDDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDDED. THESE AREAS SHALL BE SEEDDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION EXITS IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE DIRT OR MUD, THE EXITS SHOULD BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS SPILLED, DROPPED OR WASHED INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- ALL EROSION CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION IS DEFINED AS WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN ESTABLISHED.
- IF SOIL STOCKPILING IS UTILIZED, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT AND AVOID EROSION DISCHARGE.
- ANY CONSTRUCTION EXITS SHALL BE MAINTAINED TO A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON (AS DEFINED IN PROJECT SPECIFICATIONS) AT LEAST ONCE EVERY CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. THE MEASURES SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED AS NEEDED.
- ILLINOIS AMERICAN SHALL MAKE ALL CONNECTIONS TO EXISTING WATERMAIN.
- ILLINOIS AMERICAN SHALL OPERATE ANY EXISTING VALVES NECESSARY FOR THE PROPOSED PROJECT.

**LEGEND**



**PARTS LIST FOR CONTRACTORS**

DESCRIPTION	SIZE	MANUFACTURER	PART #
CORPORATION STOP	3/4"	MUELLER	H1500-8N-3/4
CORPORATION STOP	1"	MUELLER	H1500-8N-1
CURB STOP CC x FIP	3/4"	MUELLER	H-15172N-3/4
CURB STOP CC x CC	3/4"	MUELLER	H-15209N-3/4
CURB STOP CC x FIP	1"	MUELLER	H-15172N-1
CURB STOP CC x CC	1"	MUELLER	H-15209N-1
CURB BOX/ROD	4.5" - 5.5"	BINGHAM TAYLOR	12BA1.25W45
METER SETTER	5/8"	A.Y. McDONALD	732-1--W022 33
METER PIT - PLASTIC	21" x 48"	H.D. SUPPLY	HANCOR 21" x 48"
METER PIT RING	21" X 11.5"	VESTAL MANUFACTURING	32-096 RMR-21
METER PIT COVER	11.5"	VESTAL MANUFACTURING	32-460 RMRCL W/5N W/RTN
VALVE/GATE MJ	6"	MUELLER	060A236123LN
VALVE/GATE	8"	MUELLER	080A236123LN
VALVE/GATE	12"	MUELLER	120A236123LN
VALVE/BUTTERFLY	16"	HENRY-PRATT	161MM-0255-S SLPN3

**RESTRAINED JOINT TABLE**

Laying Condition	Type 3	
	Soil Designation	Mfg. Granular Fill
Depth of Cover	3 ft	
Design Pressure	200 psi	
Safety Factor	2.0	

Type of Fitting	Pipe Size		Required Restrained Length	
	inch	feet	DI Polywrapped (ft)	DI Polywrapped (ft)
Bend	11.75 deg	8, 6, & 4	10	
Bend	22.5 deg	8, 6, & 4	20	
Bend	45 deg	8, 6, & 4	40	
Bend	90 deg	8, 6, & 4	95	

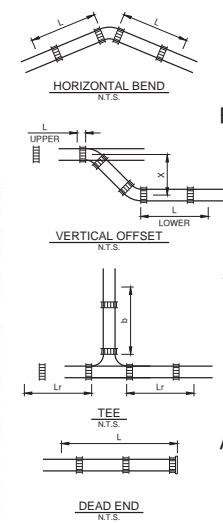
Laying Condition	Type 3	
	Soil Designation	Mfg. Granular Fill
Depth of Cover	3 ft	
Design Pressure	200 psi	
Safety Factor	2.0	

Type of Fitting	Pipe Size		Upstream Restraints		Downstream Restraints	
	inch	feet	DI Polywrapped (ft)	DI Polywrapped (ft)	L (upper)	L (lower)
Vertical offset	45.5 deg	8	2	90	20	

Laying Condition	Type 3	
	Soil Designation	Mfg. Granular Fill
Depth of Cover	3 ft	
Design Pressure	200 psi	
Safety Factor	2.0	

Type of Fitting	Required Restrained Length		Required Restrained Length	
	DI Polywrapped (ft)	DI Polywrapped (ft)	DI Polywrapped (ft)	DI Polywrapped (ft)
Tee	8" x 6" x 6" x 6"	20	10	
Tee	8" x 6" x 6" x 6"	20	35	

Type of Fitting	Required Restrained Length of DI Polywrapped (ft)	
	Dead End	Branch Dead End
Tee	310	360



CONSULTANTS

**EXHIBIT 1**

DESIGN  
JANUARY 2016

UNIVERSITY ST. WATERMAIN  
REPLACEMENT PROJECT

OWNER



ILLINOIS AMERICAN WATER  
PEORIA, ILLINOIS

MARK	DATE	DESCRIPTION

PROJECT NO.: 16057-01-00  
 CAD DWG FILE: 1605701-C-1.DWG  
 DESIGNED BY: HDG  
 DRAWN BY: HDG  
 CHECKED BY: SLJ  
 APPROVED BY: SLJ  
 COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2016

SHEET TITLE  
**GENERAL NOTES  
LEGEND &  
MAP**

C-1  
OF

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CONSULTANTS

EXHIBIT 1

FINAL  
JANUARY 2016

UNIVERSITY ST. WATERMAIN  
REPLACEMENT PROJECT

OWNER



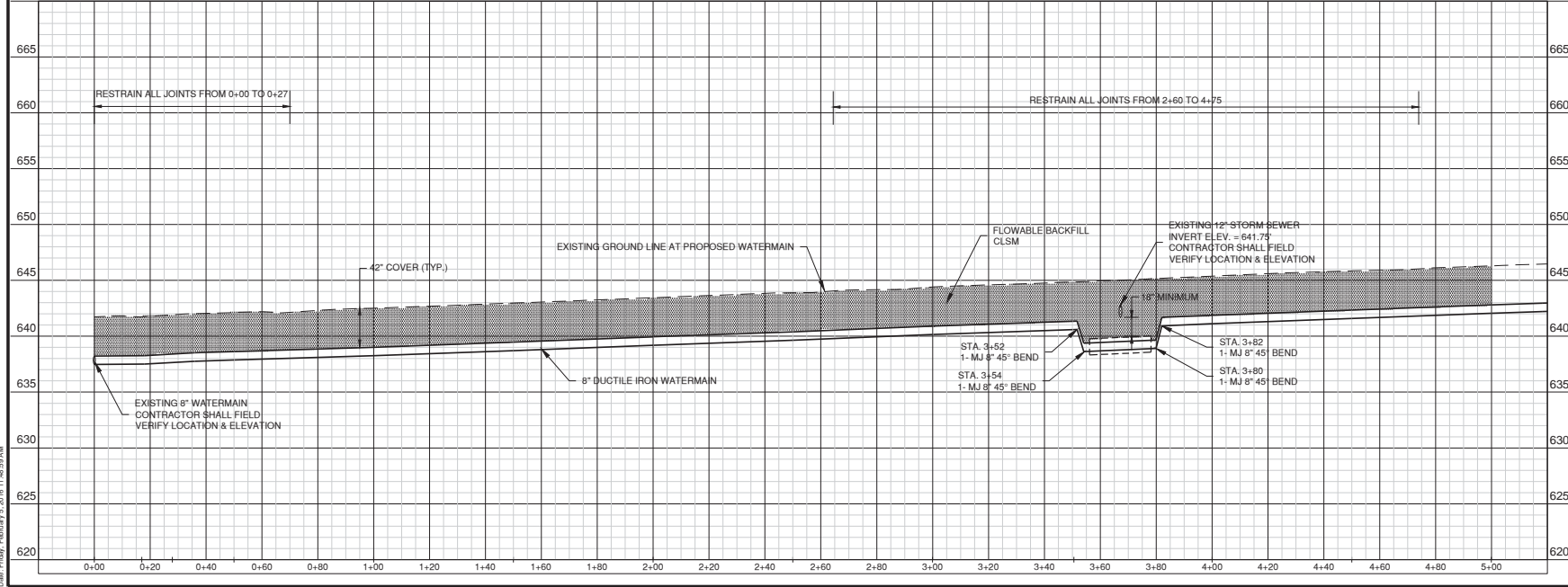
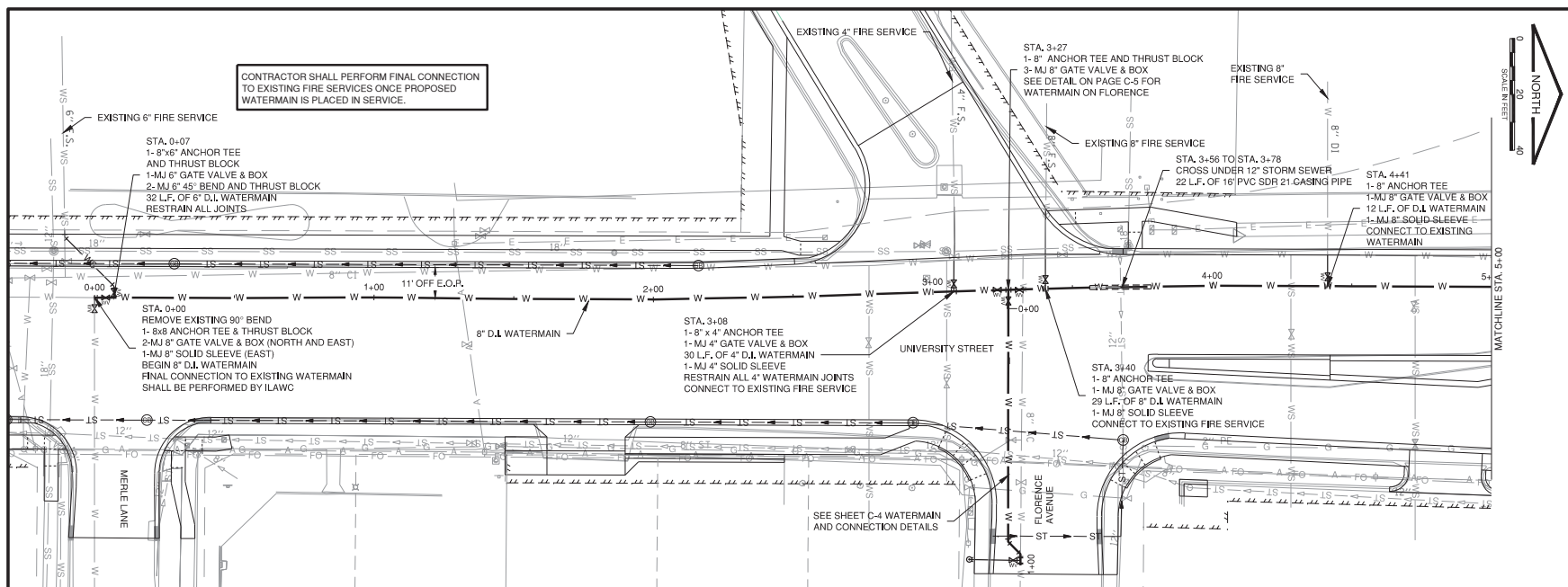
ILLINOIS AMERICAN WATER  
PEORIA, ILLINOIS

MARK DATE DESCRIPTION

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DESIGNED BY:	HGD
DRAWN BY:	HGD
CHECKED BY:	SLD
APPROVED BY:	SLD
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2016

SHEET TITLE  
UNIVERSITY ST.  
WATERMAIN  
STA. 0+00 TO 5+00

C-2  
OF



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CONTRACTOR SHALL PERFORM FINAL CONNECTION TO EXISTING FIRE SERVICES ONCE PROPOSED WATERMAIN IS PLACED IN SERVICE.

THE WATERMAIN CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR TO COMPLETE ANY AND ALL SOIL TESTING REQUIRED FROM WATERMAIN STATION 8+95 TO 10+46 (ROADWAY STATION 100+62 TO 8+22) AS DESCRIBED IN SPECIAL PROVISION FOR REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES. IF "NON-SPECIAL WASTE DISPOSAL" IS REQUIRED FOR THIS SECTION, THE DISPOSAL SHALL BE INCLUDED IN PAY ITEM 66900200.



CONSULTANTS

EXHIBIT 1

FINAL  
JANUARY 2016

UNIVERSITY ST. WATERMAIN  
REPLACEMENT PROJECT

OWNER

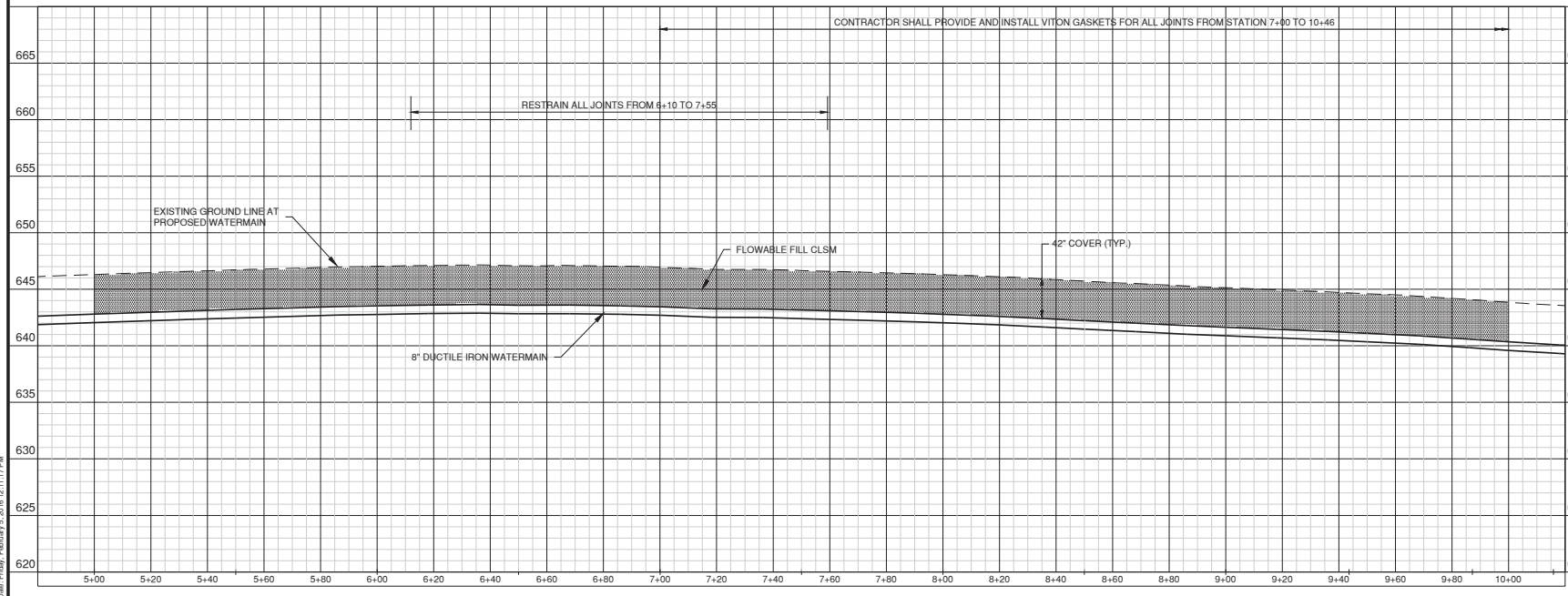
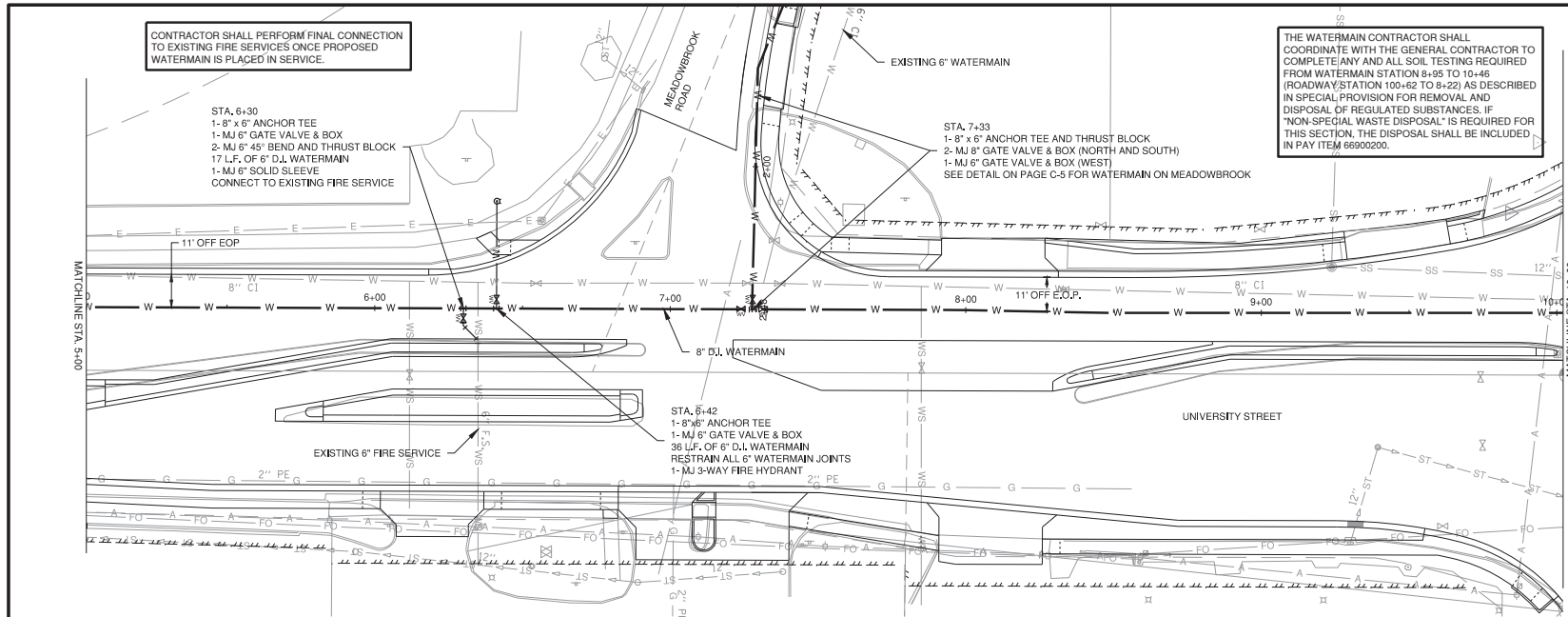


ILLINOIS AMERICAN WATER  
PEORIA, ILLINOIS

MARK	DATE	DESCRIPTION

SHEET TITLE  
UNIVERSITY ST.  
WATERMAIN  
STA. 5+00 TO 10+00

C-3  
SHEET OF



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CONSULTANTS

**EXHIBIT 1**

FINAL  
JANUARY 2016

UNIVERSITY ST. WATERMAIN  
REPLACEMENT PROJECT

OWNER



ILLINOIS AMERICAN WATER  
PEORIA, ILLINOIS

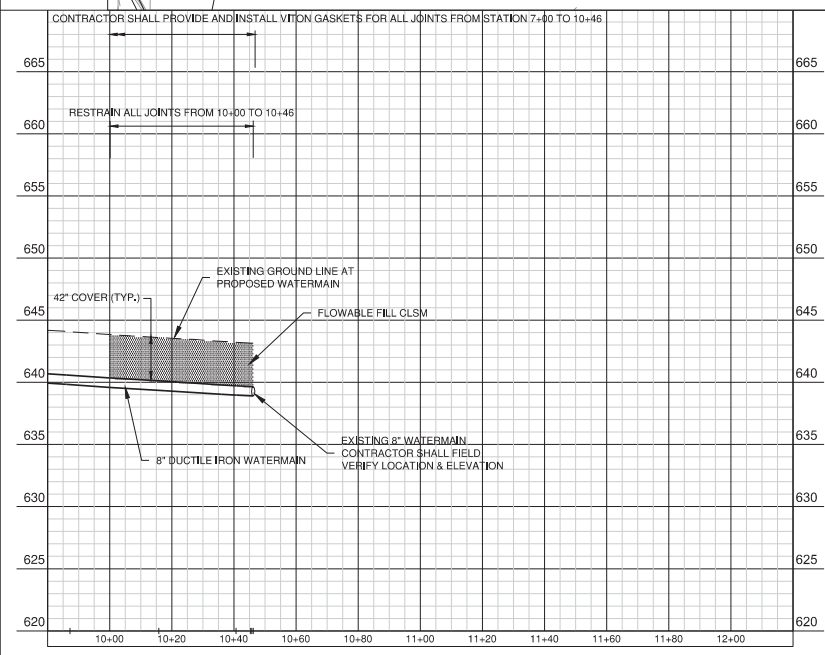
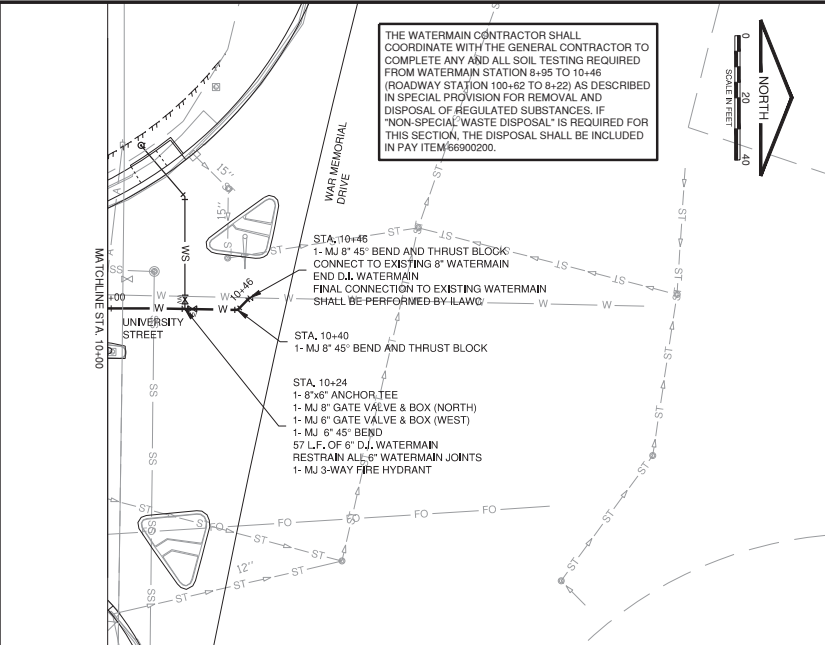
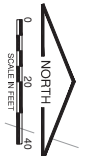
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DRAWN BY:	HDG
CHECKED BY:	SLD
APPROVED BY:	SLD
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SHEET TITLE  
**UNIVERSITY ST.  
WATERMAIN  
STA. 10+00 TO 10+46**

**C-4**  
SHEET OF

THE WATERMAIN CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR TO COMPLETE ANY AND ALL SOIL TESTING REQUIRED FROM WATERMAIN STATION 8+95 TO 10+46 (ROADWAY STATION 100+62 TO 8+22) AS DESCRIBED IN SPECIAL PROVISION FOR REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES. IF "NON-SPECIAL WASTE DISPOSAL" IS REQUIRED FOR THIS SECTION, THE DISPOSAL SHALL BE INCLUDED IN PAY ITEM 66900200.



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CONSULTANTS

EXHIBIT 1

FINAL  
JANUARY 2016

UNIVERSITY ST. WATERMAIN  
REPLACEMENT PROJECT

OWNER



ILLINOIS AMERICAN WATER  
PEORIA, ILLINOIS

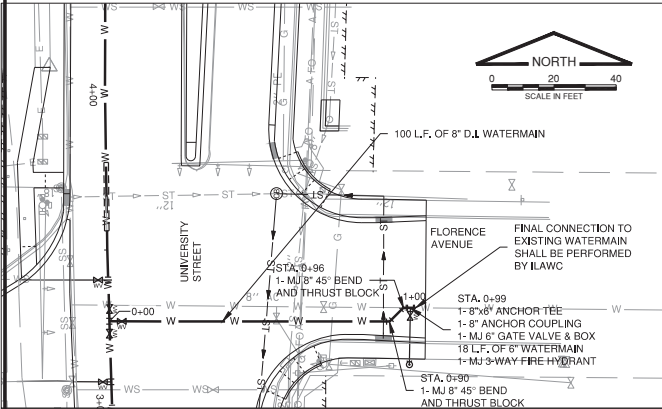
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DESIGNED BY:	HDG	
DRAWN BY:	HDG	
CHECKED BY:	SLD	
APPROVED BY:	SLD	
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2016		

SHEET TITLE  
UNIVERSITY ST.  
WATERMAIN  
MISC. DETAILS

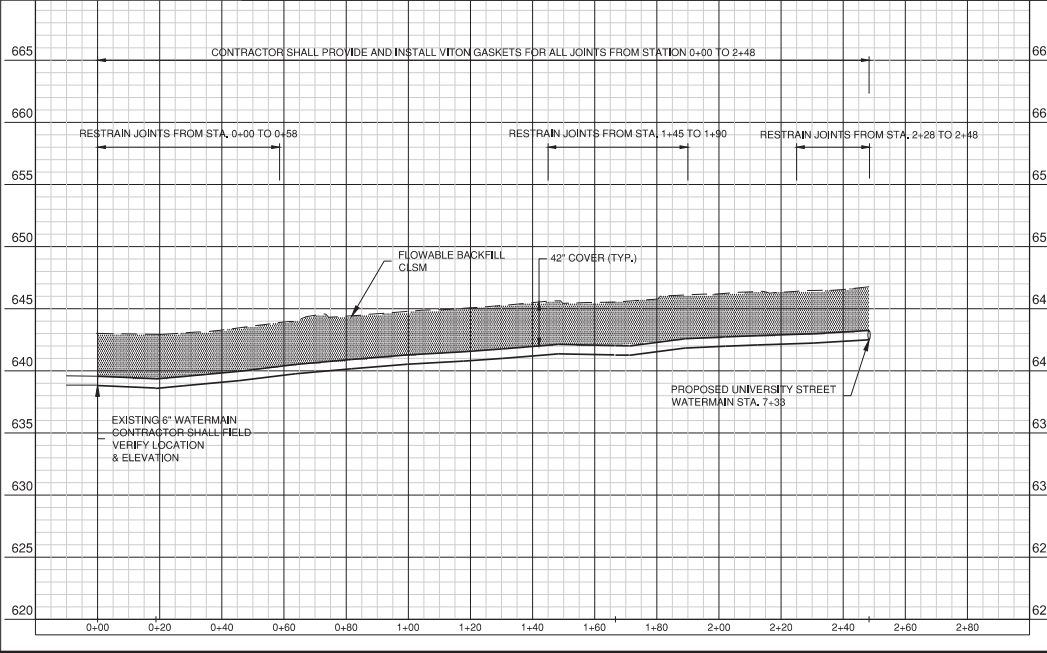
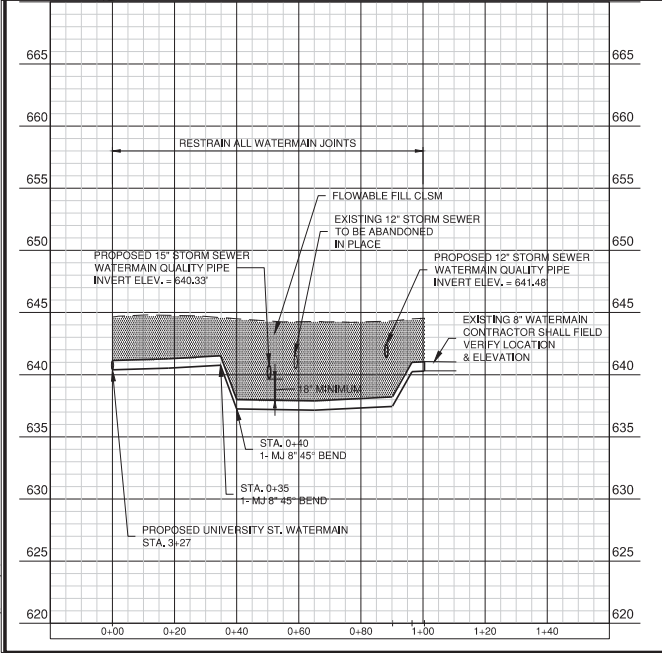
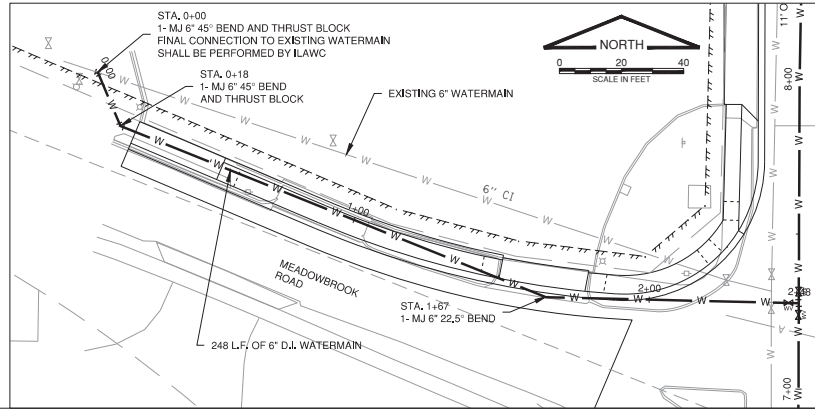
C-5

SHEET OF

DETAIL FOR WATERMAIN CONNECTION AT  
FLORENCE AVENUE, UNIVERSITY WATERMAIN STA. 3+27

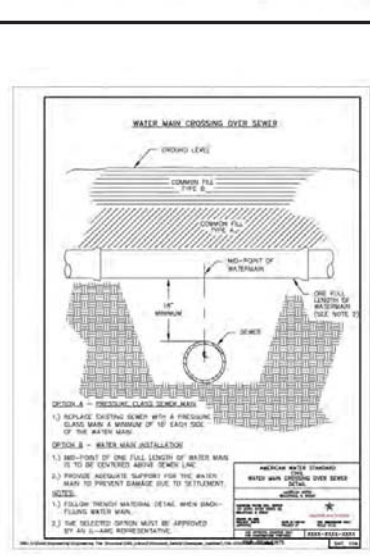
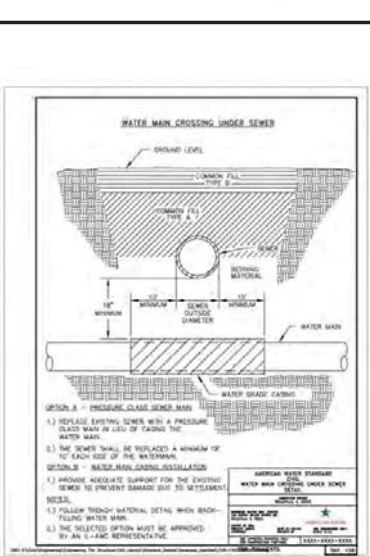
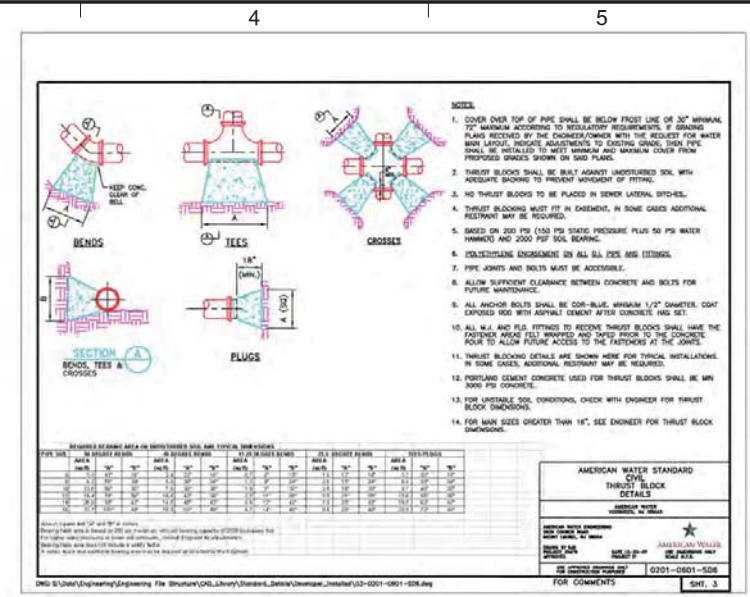
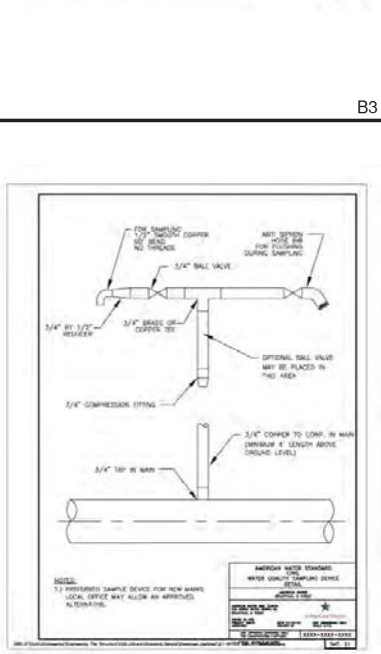
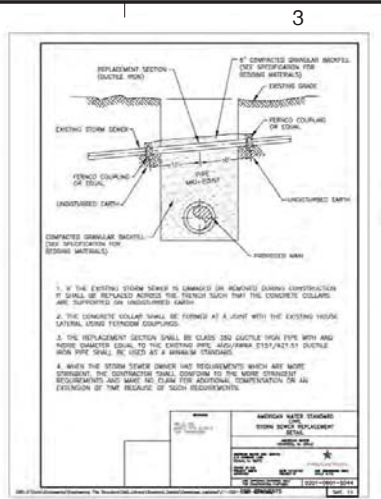
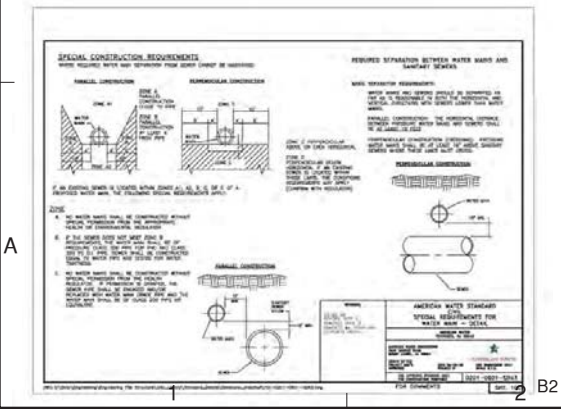
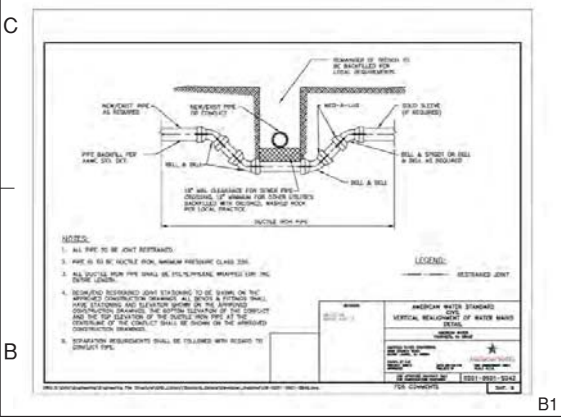
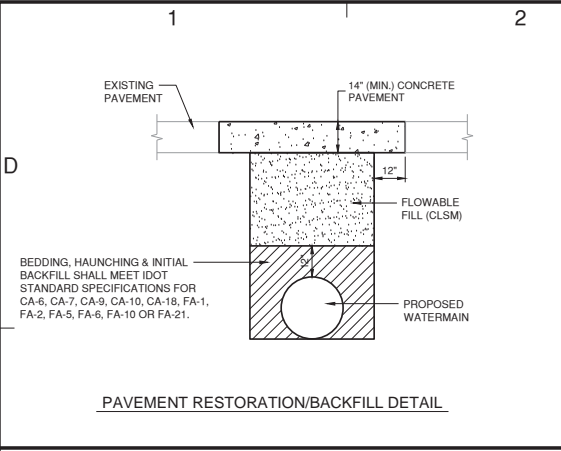


DETAIL FOR WATERMAIN CONNECTION AT  
MEADOWBROOK ROAD, UNIVERSITY WATERMAIN STA. 7+33



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 Date: Friday, February 5, 2016 11:59:41 AM





**Tabulation of Bids**

**Project: University Street (FAU 6593) - Nebraska Avenue through Forrest Hill Avenue**  
 County: Peoria Date: 6/2/2016  
 Local Agency: City of Peoria, 3505 N. Dries Ln, Peoria IL 61761 Time: 11:00 AM  
 Section: 12-00361-03-SW Appropriation:  
 Estimate: \$2,546,829.75

Name of Bidder: Address of Bidder:	ICCI 420 Pinecrest Dr East Peoria, IL 61611
Proposal Guarantee: Terms:	5% Bid Bond
Approved Engineer's Estimate	

Attended By: S. Reeise, D. Tucker, S. Letsky, D. Watkins, . Underwood, S. Alwan (BLR), Trevor Hanson (BLR), E. Munday (CMT), L. Savorgino (Farnsworth), ICCI Rep, UCM Rep

Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	WATERMAIN, 8" DIAMETER, DUCTILE IRON, OPEN CUT	L.F.	1,187	\$85.00	\$100,895	\$ 69.65	\$ 82,674.55
2	WATERMAIN, 6" DIAMETER, DUCTILE IRON, OPEN CUT	L.F.	408	\$75.00	\$30,600	\$ 79.06	\$ 32,256.48
3	WATERMAIN, 4" DIAMETER, DUCTILE IRON, OPEN CUT	L.F.	30	\$65.00	\$1,950	\$ 83.90	\$ 2,517.00
4	16 INCH PVC SDR 21 CASING FOR WATER/SEWER CROSSING	L.F.	22	\$85.00	\$1,870	\$ 97.62	\$ 2,147.64
5	GATE VALVE AND BOX, 8" DIAMETER	EACH	10	\$2,000.00	\$20,000	\$ 1,613.55	\$ 16,135.50
6	GATE VALVE AND BOX, 6" DIAMETER	EACH	6	\$1,500.00	\$9,000	\$ 1,189.72	\$ 7,138.32
7	GATE VALVE AND BOX, 4" DIAMETER	EACH	1	\$1,250.00	\$1,250	\$ 989.64	\$ 989.64
8	DUCTILE IRON FITTINGS	LBS.	1,682	\$12.00	\$20,184	\$ 13.72	\$ 23,077.04
9	FIRE HYDRANT (3-WAY)	EACH	3	\$5,000.00	\$15,000	\$ 3,034.55	\$ 9,103.65
10	FLOWABLE BACKFILL CLSM	C.Y.	341	\$50.00	\$17,050	\$ 66.42	\$ 22,649.22
11	PAVEMENT REMOVAL	SY	1,074	\$25.00	\$26,850	\$ 22.42	\$ 24,079.08
12	CONCRETE PAVEMENT PLACEMENT	SY	1,074	\$75.00	\$80,550	\$ 65.99	\$ 70,873.26
13	FIRE SERVICE TRANSFER	EACH	5	\$5,000.00	\$25,000	\$ 1,882.47	\$ 9,412.35
14	WATERMAIN TESTING AND DISINFECTION	L.S.	1	\$5,000.00	\$5,000	\$ 1,871.72	\$ 1,871.72
			<b>Total Bid</b>		<b>\$2,500,000.00</b>		<b>\$2,345,532.42</b>
			<b>As Read</b>		<b>\$2,546,829.75</b>		
			<b>As Corrected</b>				

Remarks: Addendum #1 was issued on 5/27/16

IAWC Cost:	\$355,199.00	\$304,925.45
City Cost:	\$2,191,630.75	\$2,040,606.96

**BILL OF SALE**

WHEREAS, the City of Peoria, Illinois, an Illinois municipal corporation with offices located at 419 Fulton Street, Peoria, IL 61602 (the "City") currently owns a certain underground ductile iron pipe line ("Pipeline"), totaling approximately 1,630 lineal feet and detailed on the attached Exhibit 1, along University Street public Right-of-Way that extends from approximately War Memorial Drive/US 150 to Merle Lane in Peoria, Illinois; and

WHEREAS, the City and ILAWC have previously made and entered into a Construction Agreement on June 14, 2016 for the relocation of ILAWC's water main along University Street between War Memorial Drive/US 150 to Merle Lane; and

WHEREAS, Article 3.4 of said Construction Agreement requires a Bill of Sale to ILAWC upon the satisfactory completion of the Facilities.

NOW THEREFORE, this Bill of Sale is signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, the City, for and in consideration of the sum of no more than Three Hundred Thirty-Five Thousand, Four Hundred Eighteen Dollars and 00/100 cents (\$335,418.00) to it paid by ILAWC, agrees to sell to ILAWC. Per Article 3.4 of the Construction Agreement, The City represents and warrants the following to be true:

1. The Facilities have been properly constructed and completed in accordance with the plans and specifications.
2. The Facilities are free and clear of all liens and encumbrances of any nature.
3. The Facilities have been inspected and approved by all public agencies and governmental authorities have authority of the construction and installation of potable water systems.

**IN WITNESS WHEREOF**, ILAW has caused this Bill of Sale to be executed as of the day and year first above written.

**SELLER:**

City of Peoria

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**BUYER:**

Illinois American Water Company

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did state that \_\_\_ is the \_\_\_\_\_ of City of Peoria, IL, and that the foregoing instrument was signed on behalf of said corporation, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did state that \_\_\_ is the \_\_\_\_\_ of Illinois American Water Company and that the foregoing instrument was signed on behalf of said corporation, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_ State of \_\_\_\_\_ the day and year first above written.

\_\_\_\_\_  
Notary Public