

SUBMITTED BY:

Microsurface Contractors, LLC
CONTRACTOR'S NAME

13940 St. Charles Rock Rd
CONTRACTOR'S ADDRESS

St. Louis, Mo 63044
CITY, STATE, ZIP

STATE OF ILLINOIS

CITY OF PEORIA

COUNTY OF PEORIA

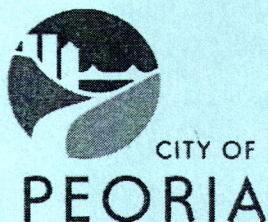
SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR THE

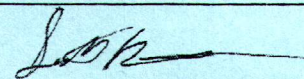
**HIGH QUALITY AGGREGATE POLYMER MODIFIED SLURRY SEAL
CONTRACT - 2015**

City Project No.: 401-PB1508

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA



BID OPENING: Tuesday June 30, 2015 at 11:00 AM
CONTRACT AWARDED Tuesday, July 14, 2015 by
Peoria City Council Item #15-229



Scott D. Reese, P.E., City Engineer

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this _____ day of _____, 2015, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and MICROSURFACING CONTRACTORS, LLC, Party of The Second Part for the improvement known as the HIGH QUALITY AGGREGATE POLYMER MODIFIED SLURRY SEAL CONTRACT - 2015;

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 furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED NINETY THREE AND 64/100 DOLLARS (\$179,993.64).

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, bid, specifications, performance bond and maintenance bond are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement incentive offered by the City from November 1, 2011 through November 1, 2012.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF PEORIA

BY: *Patricia W. [Signature]*
City Manager

ATTEST: *Beth [Signature]*
City Clerk

EXAMINED AND APPROVED:

Donald B. Leest
Corporation Counsel

PARTY OF THE SECOND PART

MICROSURFACING CONTRACTORS, LLC
(name of individual, firm or corporation)

BY: *Dan J. [Signature]*
(member of firm or officer of corporation)

(If a Co-Partnership)

(seal)

(seal)

Partners doing business under the firm name of _____ (seal)

(PARTY OF THE SECOND PART)

(If an Individual)

(seal)
(PARTY OF THE SECOND PART)