



**CITY OF PEORIA**  
**CONTRACT**

This agreement, made and entered into this 24th day of May, 2016, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and Illinois Civil Contractors, Inc., Party of The Second Part for the improvement known as the Combined Sewer Overflow Pilot Project (Adams Street from Pecan Street to Persimmon Street);

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the bid 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/her/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said bid, and in full compliance with all the terms of this agreement, for the amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

IT IS UNDERSTOOD AND AGREED that the Request for Proposal, Proposal, and performance 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/her right to execute it, or his/her 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: [Signature]  
City Manager

**PARTY OF THE SECOND PART**  
Illinois Civil Contractors, Inc.  
(name of individual, firm, or corporation)

ATTEST: [Signature]  
City Clerk

BY: [Signature]  
(member of firm or officer of corporation)

(If a Co-Partnership)

EXAMINED AND APPROVED:  
[Signature]  
Corporation Counsel

\_\_\_\_\_  
(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)

