

ORIGINAL

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 460-

ORDINANCE APPROVING ACCEPTANCE OF BID AND
EXECUTION OF CONTRACT BY APPROPRIATE
CITY OFFICIALS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 21st DAY OF September,
1992.

PRESENTED: September 21, 1992
PASSED: September 21, 1992
APPROVED: September 21, 1992
RECORDED: September 21, 1992
PUBLISHED: September 21, 1992

In Pamphlet Form

Voting "Aye" 6
Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

Juanita Angley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: September 22, 1992.

**ORDINANCE APPROVING ACCEPTANCE OF BID AND
EXECUTION OF CONTRACT BY APPROPRIATE
CITY OFFICIALS**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to enter into a public works project as described in Exhibit "A" attached hereto, and

WHEREAS, in so doing it will be necessary to enter into a contract as set forth in Exhibit "A," attached hereto, which contract shall require a significant expenditure of funds by the City,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

SECTION 1. The bid set forth in Exhibit "A," attached hereto and incorporated herein by reference, is accepted effective September 21, 1992, and the contract, set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby approved.

SECTION 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute the contract, attached hereto as Exhibit "A," in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the City, after it has been executed by all parties, said officers being deemed, by executing the aforesaid contract, to have evidenced the ratification of the bid acceptance effective September 21, 1992, in accordance with the vote of the City Council on that date approving the acceptance of said bid.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Randy Zimmerman, seconded by William Swindle, by roll call vote on the 22nd day of September, **1992**, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE:

William Swindle, Gary Builta, Randy Zimmerman, Robert D. Johnson,
(names) David Spratt, Jerry Davis

VOTING NAY:

None
(names)

ABSENT, ABSTAIN, OTHER:

None
(names)

and deposited and filed in the office of the City Clerk in said municipality on the 22nd day of September, **1992**.

Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 22nd day of September, **1992**.

Jerry Davis
Jerry Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
LeRoy, McLean County, Illinois



Illinois Department
of Transportation

Proposal

Municipality	LeRoy
Road Dist.	
County	McLean
Section	92-00001-01-SM

1. Proposal of Rowe Construction Co. a Division of R. A. Cullinan & Son, Inc.
1523 N. Cottage Avenue P.O. Box 609, Bloomington, IL 61702-0609
 for the improvement of the above section by the construction of

Bituminous Concrete Binder and Surface Courses on Center Street from West Street
to Buck Street and Cedar Street from the Conrail Railroad to Buck Street.

a total distance of 1760 feet,

of which 1760 feet. (0.33 miles) are to be improved.

2. The plans for the proposed work are those prepared by Lewis, Yockey & Brown, Inc.
222 E. Center Street LeRoy, IL 61752

and approved by the Department of Transportation

on August 18, 1992.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 7 working days or by October 1, 1992, unless additional time is granted in accordance with the specifications.

6. Accompanying this proposal is either a bid bond on Department form BLR 5708 or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of LeRoy, IL

The amount of the check is Bid Bond

(\$ _____).

7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

8. Each pay item should have a unit price and a total price.

9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.

10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal

If the proposal guaranty check is placed in another proposal; state below where it may be found:

The proposal guaranty check will be found in the proposal for: Section No. _____

13. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

(For complete information covering these items, see plans and specifications)

Item No.	ITEMS	Unit	Quantity	Unit Price	Total
1.	Bituminous Concrete Surface, Class I, Mix C TY-2	Ton.	358	34.00	12,172.00
2.	Bituminous Concrete Binder, Mix. A	Ton	228	34.00	7,752.00
3.	Leveling Binder Machine Method	Ton	143	38.00	5,434.00
4.	Bituminous Material Prime	Gal.	426	1.40	596.40
5.	Prime Coat Aggregate	Ton	10	12.00	120.00
6.	Aggregate Shoulders Type B	Ton	59	12.00	708.00
7.	Curb & Gutter Removal & Replacement	L.F.	150	14.00	2,100.00
8.	Manholes to be Adjusted	Each	6	150.00	900.00
9.	Water Valves to be Adjusted	Each	1	100.00	100.00
10.	Inlets to be Adjusted	Each	1	150.00	150.00
11.	Bit. Surf. Removal (Cold Milling) 1½"	S.Y.	28	15.00	420.00
	Carried Forward				\$30,452.40

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Rowe Construction Co. a Div. of
Corporate Name R. A. Cullinan & Son, Inc.

Signed By *[Signature]* VICE President

Business Address 1523 N. Cottage P.O. Box 609

Bloomington, IL 61702-0609

Insert
Names of
Officers

President	<u>Michael N. Cullinan</u>
Secretary	<u>Bessie Fowler</u>
Treasurer	<u>Ronald L. Olson</u>

Attest: *Bessie Fowler*
asst Secretary



1. THIS AGREEMENT, made and concluded the 14th day of SEPT. 19 92, between the _____ City _____ of _____ LeRoy _____ acting by and through its _____ City Council _____ known as the party of the first part, and Rowe Construction Co. Div. R.A. Cullinan & Son 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 of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 92-00001-01-SM in The City of LeRoy, approved by the Department of Transportation of the State of Illinois August 18, 19 92, are all essential documents of this contract and are a part hereof.

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

Attest:
Juanita Bagley Clerk
(Seal)

The CITY of LEROY
By [Signature]
Party of the First Part
(If a Corporation)

Rowe Construction Co. a Div. of
Corporate Name R. A. Cullinan & Son, Inc.
By [Signature]
President Party of the Second Part
(If a Co-Partnership)

Attest:
Bessie Fowler
115517 Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an Individual)

Party of the Second Part



Contract Bond

Municipality LeRoy

Rd. District _____

County McLean

Section 92-0001-01-SM

We Rowe Construction Co., a Division of R.A. Cullinan & Son Inc.

_____ as PRINCIPAL, and _____

NATIONAL SURETY CORPORATION

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Thirty Thousand Four Hundred Fifty Two and 40/100

_____ Dollars (\$ 30,452.40), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 14th day of September A.D. 1992

PRINCIPAL

Rowe Construction, A Division of R.A.
(Company Name)

(Company Name)

Cullinan & Son Inc

By: [Signature]
(Signature & Title) VICEPRES.

By: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signatures of each contractor must be affixed.)

NATIONAL SURETY CORPORATION
(Name of Surety)

SURETY

By: [Signature]
(Signature of Attorney-in-Fact)
George S. Simmonds

STATE OF ILLINOIS,

COUNTY OF McLean

I, Nancy K. Sampson, a Notary Public in and for said county, do hereby certify that

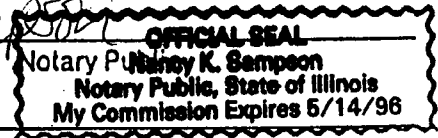
Kenneth L. Wagoner and George S. Simmonds

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of September A.D. 1992

My commission expires 5-14-96 Nancy K. Sampson



Approved this 14th day of SEPT. A.D. 1992

Attest:

[Signature] Clerk

City of LeRoy
(Awarding Authority)
[Signature]
(Chairman/Mayor/President)

(SEAL)

GENERAL
POWER OF
ATTORNEY

NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of Illinois, and having its Home Office in the City of Chicago, County of Cook, State of Illinois, has made, constituted and appointed, and does by these presents make, constitute and appoint JACK O. SNYDER, BENJAMIN G. SNYDER, CHARLES B. FARNER and GEORGE S. SIMMONDS, jointly or severally

BLOOMINGTON, IL
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 44 and 45 of By-laws of NATIONAL SURETY CORPORATION now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 44. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 45. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 29th day of June, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 15th day of June, 19 90.



NATIONAL SURETY CORPORATION

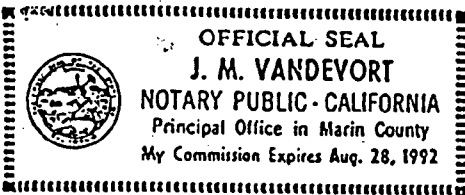
By [Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 15th day of June, 19 90, before me personally came R. D. Farnsworth to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, an ILLINOIS Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 44 and 45 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 14th day of September, 19 92



[Signature]
Resident Assistant Secretary

CERTIFICATE

I, **Juanita Dagley**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on September 22, **1992**, the Corporate Authorities of such municipality passed and approved Ordinance No. 460, entitled:

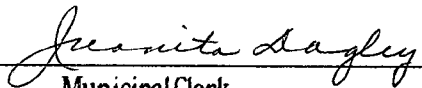
**ORDINANCE APPROVING ACCEPTANCE OF BID AND
EXECUTION OF CONTRACT BY APPROPRIATE
CITY OFFICIALS,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 460, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on September 22, **1992**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 22nd day of September, **1992**.

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

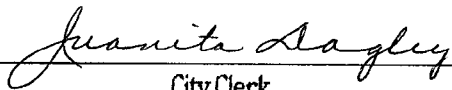
I, **Juanita Dagley**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**ORDINANCE APPROVING ACCEPTANCE OF BID AND
EXECUTION OF CONTRACT BY APPROPRIATE
CITY OFFICIALS.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 22nd day of September, **1992**, and a faithful record of said ordinance has been made in the record books.

Dated this 22nd day of September, **1992**.



City Clerk

(SEAL)