

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 770

AN ORDINANCE APPROVING A CONTRACT WITH ROWE CONSTRUCTION FOR
COMPLETION OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE
STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN
THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 15th DAY OF December, 1997

PRESENTED: December 15, 1997

PASSED: December 15, 1997

APPROVED: December 15, 1997

RECORDED: December 15, 1997

PUBLISHED: December 15, 1997


In Pamphlet Form

Voting "Aye" 4

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)



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

Dated: December 15, 1997.

ORDINANCE NO. 770

AN ORDINANCE APPROVING A CONTRACT WITH ROWE CONSTRUCTION FOR COMPLETION OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, had previously determined that it would be in the best interests of the City of LeRoy and its residents that the Maple Street/Chestnut Street intersection be improved, including traffic signals, turn lanes, and widening of the pavement on Chestnut Street extending north and south from the proposed signalized intersection; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined based on a competitive bidding procedure that Rowe Construction is the lowest responsible bidder and capable of doing the work as set forth in the specifications for the bid letting,

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

Section 1. The agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

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 Dave McClelland, seconded by Dawn Thompson, by roll call vote on the 15th day of December, 1997, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:

Dave McClelland, W.H. Weber, Dawn Thompson, Dick Oliver.

(full names)

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

Ryan Miles, absent Ron Litherland, abstain

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 15th day of

December, 1997.

X Sue Marcum

Sue Marcum, City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 15th day of

December, 1997.

X Robert Rice

Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X Sue Marcum

Sue Marcum, City Clerk of the City
of LeRoy, McLean County, Illinois

AGREEMENT

This AGREEMENT, made this 15th day of December, 1997 by and between The City of LeRoy, hereinafter called "OWNER" and Rowe Construction Company A division of R.A. Cullinan & Son, Inc. as (~~an individual~~, a Corporation or a partnership,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of The Chestnut Street Improvements.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the before May 30th 1998 Unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 516,876.32, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Information for BIDDERS
 - (B) The completed attached BID SCHEDULE
 - (D) BID BOND
 - (C) AGREEMENT
 - (E) PERFORMANCE BOND
 - (F) PAYMENT BOND
 - (G) General Conditions
 - (H) DRAWINGS prepared by Lewis, Yockey & Brown, Inc. numbered and dated October, 1997.
 - (I) SPECIFICATIONS prepared or issued by Lewis, Yockey & Brown, Inc. dated October, 1997
 - (j) Addenda 1, 2 and 3
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assign.

IN WITNESS WHEREOF, the parties hereto have executed, or caused

to be executed by their duly authorized officials, this AGREEMENT
in duplicate each of which shall be deemed and original on the
date first above written.

OWNER:

By _____

Name _____

Title _____

(SEAL)

ATTEST:

Name _____

Title _____

(SEAL)

ATTEST:

Name Bessie Fowler

Title Asst. Sec.

CONTRACTOR: ^{Howe Construction Co. a Div. of}
R. A. Cullinan & Son, Inc.

By [Signature]

Name _____

Title V.Pres.

BID SCHEDULE

BIDDER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

Base Bid
Chestnut Street Improvements

Furnish and install materials necessary to construct the Chestnut Street Improvements in accordance with the plans and specifications for the following unit bid prices and quantities.

NO.	PAY ITEM	IDOT CODED PAY ITEM	UNIT	QUANTITY	UNIT BID PRICE	EXTENDED PRICE
1	Earth Excavation	20200100	Cu Yd	3145	5.90	18,555.50
2	Embankment	20500150	Cu Yd	226	10.10	2,282.60
3	Furnishing and Placing Top Soil, 4"	21101300	Sq Yd	2553	.75	1,914.75
4	Seeding Class 2	25000200	Acre	1.2	1,050.00	1,260.00
5	Nitrogen Fertilizer Nutrient	25000400	Pound	100	2.10	210.00
6	Phosphorous Fertilizer Nutrient	25000500	Pound	100	2.10	210.00
7	Potassium Fertilizer Nutrient	25000600	Pound	100	2.10	210.00
8	Temporary Seeding	25002300 *	Acre	1	630.00	630.00
9	Mulch Method 2	25100115	Acre	1.2	840.00	1,008.00
10	Temporary Ditch Checks	28000300	Each	4	125.00	500.00
11	Perimeter Erosion Barrier	28000400	L F	2350	1.50	3,525.00
12	Inlet and Pipe Protection	28000500	Each	2	160.00	320.00
13	Fence (Erosion Control)	28000900	L F	20	8.00	160.00
14	Aggregate Base Course TY B 12"	35102400	Sq. Yd.	8442	6.60	55,717.20
15	Bituminous Materials (Prime Coat)	40600100	Gallon	660	1.75	1,155.00
16	Bituminous Mixture Complete	40500300	Ton	168	65.85	11,062.80

EXHIBIT A

No.	Pay Item	IDOT Coded Pay Item	Unit	Quantity	Unit Bid Price	Extended Price
17	Bituminous Leveling Binder (Mach. Met.) Mix. C, Ty. 1	40600530	Ton	299	36.20	10,823.80
18	Bituminous Surface Course, Mix. D, Cl. I Type 1	40600820	Ton	469	40.05	18,783.45
19	PCC Pavement 9.25"	42000405	Sq. Yd.	6872	27.60	189,667.20
20	PCC Driveway Pavement 6"	42300200	Sq. Yd.	53	30.95	1,640.35
21	4" PCC Sidewalk	42400100	Sq. Ft.	2695	2.80	7,546.00
22	Bituminous Surface Removal (Variable Depth)	44000030	Sq. Yd.	285	8.00	2,280.00
23	Pavement Removal	44000100	Sq. Yd.	3934 4267	7.00	29,869.00
24	Curb and Gutter Removal	44000500	LF	1523	3.00	4,569.00
25	Sidewalk Removal	44000600	Sq. Ft.	2200	0.50	1,100.00
26	Gutter outlet Removal	44002500	Each	1	100.00	100.00
27	Aggregate Shoulders, Type B	48100200	Ton	288	16.25	4,680.00
28	Bituminous Shoulders	48201000	Ton	167	36.20	6,045.40
29	Portland Cement Concrete Shoulders, 9 1/4"	48300405	Sq. Yd.	216	31.90	6,890.00
30	Remove Existing Culvert	50105200 *	Each	2 1	1,005.00	1,005.00
31	12" Dia PRC Flared End Sections.	54213657	Each	2	350.00	700.00
32	18" Dia PRC Flared End Sections.	54213663	Each	2 1	425.00	425.00
33	12" Dia RCCP Type 1 Class IV	55019500	LF	43	22.65	973.95
34	18" Dia RCCP Type 1 Class IV	55019700	LF	143 97	26.15	2,536.55
35	Inlet Type A w/ Type 3 F&G	60235700	Each	6	675.00	4,050.00
36	Inlet Type B w/ Type 1 F&G	60240210	Each	1	885.00	885.00
37	Inlet to be Adjusted, Reuse existing F&G	60260100	Each	5	250.00	1,250.00

EXHIBIT A

Chestnut Street Addenda 2

Job Number 4501.73

No.	Pay Item	IDOT Coded Pay Item	Unit	Quantity	Unit Bid Price	Extended Price
38	Combination Curb and Gutter, Type M4-06	60601306	LF	114	8.80	1,003.20
39	Combination Curb and Gutter, Type B6-24	60605000	LF	1917	10.45	20,032.65
40	Island Pavement 9"	60625700 *	Sq. Yd.	17.5	116.00	2,030.00
41	Traffic Control	70100000 *	Lump Sum	1	16,100.00	16,100.00
42	Conduit In Trench, 4" Dia, PVC	81013000	LF	328	Do Not Bid	—
43	Paint Pavement Markings Letters and Symbols	78001100	Sq Ft	120	1.05	126.00
44	Paint Pavement Marking Line 4"	78001110	LF	11955	0.17	2,032.35
45	Paint Pavement Marking Line 6"	78001130	LF	1131	0.42	475.02
46	Paint Pavement Marking Line 8"	78001140	LF	472	0.53	250.16
47	Paint Pavement Marking Line 12"	78001150	LF	586	0.80	468.80
48	Paint Pavement Marking Line 24"	78001180	LF	204	1.05	214.20
49	Concrete Pavement Scarification	20012800	Sq Yd	147	10.00	1,470.00
50	Concrete Foundation Type D	83800200	Foot	3.5	109.23	382.31
51	Concrete Foundation, Type E 30" Diameter	83800400	Foot	44	82.92	3648.48
52	Concrete Foundation Type A	83800100	Foot	9	93.76	843.84
53	Steel Mast Arm Assembly and Pole 36'	83400220	Each	2	2,899.65	5,799.30
54	Steel Mast Arm Assembly and Pole 44'	83400260	Each	2	3,428.85	6,857.70
55	Signal Head, Poly. 1-F, 3- S, Mast Arm Mounted	84020150	Each	3	385.90	1,157.70
56	Signal Head, Poly. 1-F, 5- S, Bracket Mounted	84020270	Each	5	469.65	2,348.25
57	Signal Head, Poly. 1-F, 5- S, Mast Arm Mounted	84020280	Each	5	616.11	3,080.55
58	Traffic Signal Backplate	84200100	Each	0	Do Not Bid	—

EXHIBIT A

No.	Pay Item	IDOT Coded Pay Item	Unit	Quantity	Unit Bid Price	Extended Price
59	Traffic Signal Backplate Louvered	84200110	Each	13	93.87	1,220.31
60	Full Actuated Controller and Type IV Cabinet	85700200	Each	1	5,948.70	5,948.70
61	Inductive Loop Detector Amplifier, Rack Mounted	84600500 *	Each	12	79.46	953.52
62	Electrical Cable in Conduit, Signal No. 14, 2C	82401210	Foot	0	Do Not Bid	—
63	Electrical Cable in Conduit, Signal No. 14, 5C	82401240	Foot	644	0.67	431.48
64	Electrical Cable in Conduit, Signal No. 14, 7C	82401250	Foot	2469	0.78	1,925.82
65	Electrical Cable in Conduit, Lead-in No. 14, 1 Pair	82401300	Foot	2761	0.51	1,408.11
66	Electrical Cable in Conduit, Service No. 6, 2C	82401800	Foot	40	1.77	70.80
67	Detector Loop Type 1	84700100	Foot	2011	6.84	13,755.24
68	Conduit In Trench, 1/2" Dia. PVC	81012100	Foot	433	2.49	1,078.17
68	Conduit In Trench, 1 1/2" Dia. PVC	81012500	Foot	484	Moved to Item 86	—
69	Conduit In Trench, 2" Dia. PVC	81012600	Foot	20	1.91	38.20
70	Conduit In Trench, 2 1/2" Dia. PVC	81012700	Foot	163	3.43	559.09
71	Conduit In Trench, 3" Dia. PVC	81012800	Foot	118	6.28	741.04
72	Conduit In Trench, 4" Dia. PVC	81013000	Foot	238	6.81	1620.78
73	Conduit In Trench, 6" Dia. PVC	81013200	Foot	0	Do Not Bid	—
74	Trench and Backfill for Electrical Work	86800100	Foot	1190	1.94	2,308.60
75	Concrete Handhold	81400100	Each	6	733.35	4,400.10
76	Service Installation Type A	86700100	Each	1	516.31	516.31
77	Traffic Signal Post, Galvanized Steel, 15'	83202490	Each	3	421.09	1,263.27
78	Concrete Double Handhold	81400600	Each	1	1,106.77	1,106.77

EXHIBIT A

No.	Pay Item	IDOT Coded Pay Item	Unit	Quantity	Unit Bid Price	Extended Price
79	Sign Panel - Type 1	72000100	Sq Ft	20	29.68	593.60
80	Sign Panel - Type 2	72000200	Sq Ft	55	30.64	1,685.20
81	Remove and Reset existing 18" PRC Flared End Section		Each	1	500.00	500.00
82	Bituminous Shoulder Removal	44001430 *	Sq Yd.	153	9.65	1,476.45
83	Temporary Ramp	40600990 *	Tons	10	125.00	1,250.00
84	Bituminous Mixture Complete (Hand Met.)	40500301 *	Ton	15	125.00	1,875.00
85	Aggregate Base Course Type B, 8"	35102000	Sq Yd	922	6.75	6,223.50
86	Conduit In Trench, 1 1/2" Dia. PVC	81012500	Foot	484	2.20	1,064.80

Total Base Bid

: \$ 516,876.32

(Five hundred sixteen thousand eight hundred seventy six dollars and 32/100,
In writing)

Alternate Bid One

To Reduce the thickness of the 9 1/4 " PCC pavement on the West leg of Maple street to 8" PCC pavement. (This includes all pavement beyond 12' left of center including the Hardees commercial entrance and Maple Street) The reduction will be 1.50 dollars per square yard. For 1360 total Square Yards or a total reduction of 2,040.00 Dollars.

(two thousand forty dollars and 00/100)
Total Reduction in writing

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

Respectfully submitted

[Signature]
Signature of Bidder

Vice President 11-25-97

Title Date

P.O. Box 609

Bloomington, Il. 61702-0609

Address of Bidder

License Number (if Applicable)

(Seal - if BID is by a corporation)

Attest *Bessie Fowler*

EXHIBIT A

LABOR & MATERIAL PAYMENT BOND

#11133318664

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

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

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Fireman's Fund Insurance Company

(Here insert full name and address or legal title of Surety)

, as Surety, hereinafter called Surety, are held and firmly bound unto

The City of LeRoy

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Five Hundred Sixteen Thousand, Eight Hundred Seventy Six & 31/100 Dollars (\$516,876.31),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated December 9, 1997

entered into a contract with Owner for Chestnut Street Improvements

in accordance with drawings and specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 9th day of December

A.D. 1997

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

(Principal)

(Seal)

(Witness)

[Signature]

(Title)

Fireman's Fund Insurance Company

(Surety)

(Seal)

(Witness)

[Signature]

Nancy K. Sampson

Attorney-in-Fact

GENERAL
POWER OF
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the County of Marin, State of California, has made, constituted and appointed, and does by these presents make, constitute and appoint

CHARLES B. FARNER, BENJAMIN G. SNYDER, JACK O. SNYDER,
NANCY K. SAMPSON, 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, undertakings, 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 45 and 46 of By-laws of FIREMAN'S FUND INSURANCE COMPANY 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 45. 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 46. 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 FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 7th day of August, 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, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate

seal to be hereunto affixed this 17th day of March, 19 95.



FIREMAN'S FUND INSURANCE COMPANY

By [Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 17th day of March, 19 95, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, 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.



CERTIFICATE

[Signature]
Notary Public

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA 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 45 and 46 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 9th day of December, 19 91.



[Signature]
Resident Assistant Secretary



FIREMAN'S FUND
INSURANCE COMPANIES

#11133318664

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Rowe Construction Co., A Division of R.A. Cullinan & Son, Inc.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and Fireman's Fund Insurance Company
(Here insert full name and address or legal title of Surety)

The City of LeRoy, as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Five Hundred Sixteen Thousand, Eight Hundred Seventy Six & 31/100 Dollars (\$516,876.31),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 9, 1997
entered into a contract with Owner for Chestnut Street Improvements

in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 9th day of December A.D. 1997

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

(Principal)

(Seal)

(Witness)

[Signature]
(Title)

Fireman's Fund Insurance Company

(Surety)

(Seal)

(Witness)

By

Nancy K. Sampson

Attorney-in-Fact

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the County of Marin, State of California, has made, constituted and appointed, and does by these presents make, constitute and appoint CHARLES B. FARNER, BENJAMIN G. SNYDER, JACK O. SNYDER, NANCY K. SAMPSON, 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, undertakings, 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 45 and 46 of By-laws of FIREMAN'S FUND INSURANCE COMPANY 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 45. 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 46. 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 FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 7th day of August, 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, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of March, 19 95.



FIREMAN'S FUND INSURANCE COMPANY

By [Signature] Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 17th day of March, 19 95, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, 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 FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA 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 45 and 46 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 9th day of December, 19 97.



[Signature]
Resident Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/31/97

PRODUCER

Snyder & Snyder Agency, Inc.
 P. O. Box 1546
 1704 Eastland Drive
 Bloomington IL 61702-1546

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

MARYLAND CASUALTY COMPANY

COMPANY

B

RELIANCE NATIONAL

COMPANY

C

COMPANY

D

INSURED

RA Cullinan & Son Inc, Rowe Construction Co & Peoria Blacktop Inc, each a div of RA Cullinan & Son Inc
 POB 166 Tremont IL 61568

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EPA29170843	06/01/97	06/01/98	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	EC87036489	06/01/97	06/01/98	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE \$				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					\$
A	EXCESS LIABILITY	CON91983420	06/01/97	06/01/98	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NXC012947-01	06/01/97	06/01/98	WC STATUTORY LIMITS OTHER
	THE PROPRIETOR/PARTNERSEXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate Holder is named as additional insured

CERTIFICATE HOLDER

City of Leroy

Leroy

IL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE

I, Sue Marcum, 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 December 15, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 770, entitled:

AN ORDINANCE APPROVING A CONTRACT WITH ROWE CONSTRUCTION FOR COMPLETION OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS,

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

The pamphlet form of Ordinance No. 770, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on December 15, 1997, 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 15th day of December, 1997.

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, 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:

AN ORDINANCE APPROVING A CONTRACT WITH ROWE CONSTRUCTION FOR COMPLETION OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 15th day of December , 1997, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 15th day of December , 1997.


.....
City Clerk

(SEAL)