

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 829

AN ORDINANCE APPROVING A CONTRACT WITH
STARK EXCAVATING, INC., FOR STORM SEWER INSTALLATION
WORK IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 4th DAY OF January, 1999

PRESENTED: January 4, 1999

PASSED: January 4, 1999

APPROVED: January 4, 1999

RECORDED: January 4, 1999

PUBLISHED: January 4, 1999


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)


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

Dated: January 4, 1999.

AN ORDINANCE APPROVING A CONTRACT WITH STARK EXCAVATING, INC., FOR STORM SEWER INSTALLATION WORK IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interest of the City to obtain the installation of a portion of the proposed city storm sewer system, said portion being known as the "Northwest Relief Sewer," and

WHEREAS, Stark Excavating, Inc., is in the business of installing storm sewers and was the successful bidder for the work consisting of the Northwest Relief Sewer,

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

Section 1. The contract between Stark Excavating, Inc., and the City of LeRoy, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference, is hereby approved, and is ratified effective December 31, 1998.

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 Ron Litherland, seconded by Dick Oliver, by roll call vote on the 4th day of January, 1999, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE: Ryan Miles, Dawn Thompson, Dave McClelland, W.H. Weber, Ron Litherland, Dick Oliver. (full names)

VOTING NAY: None (full names)

ABSENT:

.....
(full names)

ABSTAIN:

.....
(full names)

OTHER:

.....
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 4th day of
January, 1999.

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 4th day of
January, 1999.

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

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 January 4, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 829, entitled:

AN ORDINANCE APPROVING A CONTRACT WITH
STARK EXCAVATING, INC., FOR STORM SEWER INSTALLATION
WORK IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS,

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

The pamphlet form of Ordinance No. 829, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on January 4, 1999, 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 4th day of January, 1999.

(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
STARK EXCAVATING, INC., FOR STORM SEWER INSTALLATION
WORK IN THE CITY OF LEROY, 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 4th day of January , 1999, 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 4th day of January , 1999.

X Sue Marcum
City Clerk

(SEAL)

AGREEMENT

This AGREEMENT, made this 31st day of December, 1998 by and between The City of LeRoy, hereinafter called "OWNER" and Stark Excavating, Inc. doing business 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 Northwest Relief Sewer.
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 same by April 15, 1999 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Permanent bituminous pavement repair shall be completed in a timely manner once asphalt material becomes available.
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 \$ 178,023.40, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) GENERAL CONDITIONS
 - (G) SPECIAL CONDITIONS
 - (H) SUPPLEMENTAL CONDITIONS
 - (I) PAYMENT BOND
 - (J) PERFORMANCE BOND
 - (K) NOTICE OF AWARD
 - (L) NOTICE TO PROCEED
 - (M) CHANGE ORDER
 - (N) DRAWINGS prepared by Lewis, Yockey & Brown, Inc. titled Construction Plans, Northwest Relief Sewer, City of LeRoy dated November 2, 1998.
 - (O) SPECIFICATIONS prepared or issued by Lewis, Yockey & Brown, Inc. dated November 2, 1998.
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 triplicate each of which shall be deemed and original on the date first above written.

OWNER: City of LeRoy

By Robert Rice

Name Robert Rice

Title Mayor

(SEAL)

ATTEST:

Name Sue Marcum

Title City Clerk

CONTRACTOR:

By David K. Stark

Name David K Stark

Title President

(SEAL)

ATTEST:

Name Jaye Eades

Title SECRETARY

PERFORMANCE BOND

Bond #11133406386

KNOW ALL MEN BY THESE PRESENTS: that

Stark Excavating, Inc.

(Name of Contractor)

1805 West Washington Street, Bloomington, IL 61701

(Address of Contractor)

a Corporation hereinafter called Principal, an

(Corporation, Partnership, or Individual)

Fireman's Fund Insurance Company

(Name of Surety)

727 Craig Road, St. Louis, MO 63141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of LeRoy

(Name of Owner)

LeRoy, IL 61752

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Seventy Eight Thousand

Twenty-Three & 40/100- ----- Dollars. \$(178,023.40**)

in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 8th day of December 1998, a copy of which is hereto attached and made a part hereof for the construction of:

Northwest Relief Sewer

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties: all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER a outlay and expense which the OWNER may incur in making good any default, then the obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 15th day of December 1998.

ATTEST:

Jaye E. Adams
(Principal Secretary)

(SEAL)

Harrie Selt
(Witness as to Principal)

1805 West Washington Street
(Address)

Bloomington, IL 61701

STARK EXCAVATING, INC

By Paul K. Stark

1805 West Washington Street
(Address)

Bloomington, IL 61701

Fireman's Fund Insurance Company
Surety

ATTEST:

Ruth M. Dargie
(Surety Secretary)

(SEAL)

Ruth M. Dargie
(Witness as to Surety)

101 S. Towanda Ave, P O Box 349
(Address)

Normal, IL 61761

By Robert L. Brent
Attorney-in-Fact

101 S. Towanda Ave, P O Box 349
(Address)

Normal, IL 61761

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

Bond #11133406386

KNOW ALL MEN BY THESE PRESENTS: that

Stark Excavating, Inc.

(Name of Contractor)

1805 West Washington Street, Bloomington, IL 61701

(Address of Contractor)

a Corporation, hereinafter called Principal.
(Corporation, Partnership or Individual)

and Fireman's Fund Insurance Company

(Name of Surety)

727 Craig Road, St. Louis, MO 63141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of LeRoy, LeRoy, IL 61752

(Name of Owner)

(Address of Owner)
hereinafter called OWNER, in the penal sum of One Hundred Seventy Eight Thousand Twenty-Three & 40/100 Dollars, \$(178,023.40)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 15th day of December 19 98, a copy of which is hereto attached and made a part hereof for the construction of:

Northwest Relief Sewer

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 15th day of December 19 98.

ATTEST:

Jaye Eades
(Principal's Secretary)
(SEAL)

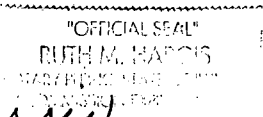
STARK EXCAVATING, INC.
(Principal)
By [Signature] President (s)
1805 West Washington Street
(Address)
Bloomington, IL 61701

Karrie Selt
Witness as to Principal
1805 West Washington Street
(Address)
Bloomington, IL 61701

Fireman's Fund Insurance Company
Surety
By [Signature] Attorney-in-fact
101 S Towanda, P O Box 349
(Address)
Normal, IL 61761

ATTEST:

Ruth M. Hargis
Witness as to Surety
101 South Towanda Avenue, P O Box 349
(Address)
Normal, IL 61761



NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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 **RODNEY L. BRENT, RONALD D. TIMMERMAN, DAVID D. MCGREW, JOHN P. LENAHAN, MICHAEL S. McNEELY,** jointly or severally

NORMAL 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 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 7th day of January, 19 98.



FIREMAN'S FUND INSURANCE COMPANY

By [Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 7th day of January, 19 98, 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 15th day of December, 19 98.



[Signature]
Resident Assistant Secretary

PRODUCER

Van Gundy Agency
101 S. Towanda
P.O. Box 349
Normal IL 61761

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 CINCINNATI INSURANCE CO.

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

Stark Excavating Inc
1805 West Washington
P O Box 3756
Bloomington IL 617023756

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT | CPP0675914 | 12/31/96 | 01/01/00 | GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CPP0675915 | 12/31/96 | 01/01/00 | COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | CCC4397604 | 01/01/97 | 01/01/00 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | WC190783103 | 01/01/98 | 01/01/99 | WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Re Northwest Relief Sewer Project
See GA 472 01 95 regarding Additional Insureds

CERTIFICATE HOLDER

City of LeRoy
111 East Center
LeRoy IL 61752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **015** 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
Rodney L. Brent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - CONTRACTOR

Policy No. CPP 067 59 14

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. SECTION II - WHO IS AN INSURED is amended to include:

- 2.e. The person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for that insured, **HEREINAFTER REFERRED TO AS ADDITIONAL INSURED.**

SCHEDULE

Any person or organization for whom you are required in a written contract, oral agreement or oral contract where there is a certificate of insurance showing that person or organization as an **ADDITIONAL INSURED** under this policy.

Re: Northwest Relief Sewer Project

City of LeRoy
111 East Center Street
LeRoy, IL 61752

Lewis Yockey & Brown
222 East Center Street
LeRoy, IL 61752

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

11. Automatic Additional Insured - Contractor Provision

The written contract, oral agreement or oral contract must be currently in effect or become effective during the term of this policy. It also must be executed prior to the "occurrence" or offense of "bodily injury", "property damage", "personal injury", or "advertising injury".

3. SECTION III - LIMITS OF INSURANCE is amended to include:

7. The limits applicable to the **ADDITIONAL INSURED** are those specified in the written contract, oral agreement, oral contract or in the Declarations of this policy, whichever are less.