



Local Public Agency Formal Contract

Contractor's Name  
Stark Excavating, Inc.

Contractor's Address City State Zip Code  
1805 W. Washington Bloomington IL 61701

STATE OF ILLINOIS  
Local Public Agency County Section Number  
Pesotum Township Champaign 06-18408-00-SP

Street Name/Road Name Type of Funds  
1605 E Main Street, Urbana, IL 61802 Motor Fuel Tax

CONTRACT BOND (when required)

For a County and Road District Project  
Submitted/Approved  
Highway Commissioner Signature & Date  
*Josh Eisenmenger 5/3/23*  
Submitted/Approved  
County Engineer/Superintendent of Highways Signature & Date  
*[Signature] 5/3/23*

For a Municipal Project  
Submitted/Approved/Passed  
Signature & Date  
Official Title

Department of Transportation  
 Concurrence in approval of award  
Regional Engineer Signature & Date

Local Public Agency <b>Pesotum Township</b>	Local Street/Road Name <b>1605 E Main Street, Urbana, IL 61802</b>	County <b>Champaign</b>	Section Number <b>06-18408-00-SP</b>
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1. THIS AGREEMENT, made and concluded the 27th day of March 2023 between the County of Champaign, known as the party of the first part, and Stark Excavating, Inc., its successor, and assigns, known as the party of the second part.

2. 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 this contract, the party of the second part agrees with said party of the first part, at its 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 contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 06-18408-00-SP in Pesotum Township, approved by the Illinois Department of Transportation on 01/04/23, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The County of Champaign

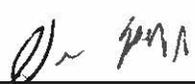
Clerk Signature & Date  
 5/11/23

(SEAL, if required by the LPA)

Party of the First Part Signature & Date  
 By:  05/11/2023

(If a Corporation)

Corporate Name  
Stark Excavating, Inc.

President, Party of the Second Part Signature & Date  
 By: 

(If a Limited Liability Corporation)

(SEAL, if required by the LPA)

LLC Name  
 \_\_\_\_\_

Manager or Authorized Member, Party of the Second Part  
 By: \_\_\_\_\_

(If a Partnership)

Partner Signature & Date  
 \_\_\_\_\_

Partner Signature & Date  
 \_\_\_\_\_

Partners doing Business under the firm name of  
 Party of the Second Part  
 \_\_\_\_\_

(If an individual)

Party of the Second Part Signature & Date  
 \_\_\_\_\_

Attest:  
 Secretary Signature & Date  


(SEAL, if required by the LPA)



**Contract Bond**

Local Public Agency	County	Street Name/Road Name	Section Number
Pesotum Township	Champaign	ICRR Crossing, 100N	06-18408-00-SP

Bond information to be returned to Local Public Agency at 1605 E Main Street Urbana, IL 61802  
 Complete Address

We, Stark Excavating, Inc. 1805 W Washington St, Bloomington, IL 61701  
 Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
 State

Berkley Insurance Company - 475 Steamboat Rd., Greenwich CT 06830  
 Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of Eighty-six thousand, eight hundred thirty dollars.

Dollars ( \$86,830.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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.

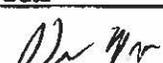
NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and 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 LPA 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 shall be void; otherwise it shall 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 agents this 8th day of May, 2023  
 Day Month and Year

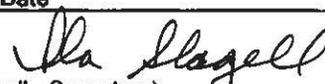
**PRINCIPAL**

Company Name  
Stark Excavating, Inc

Company Name  
N/A

By  
 Signature & Date  
  
 (David K. Stark, Jr. - Vice President)

By  
 Signature & Date  
N/A

Attest  
 Signature & Date  
  
 (Ila J. Slagell - Secretary)

Attest  
 Signature & Date  
N/A

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

STATE OF IL  
COUNTY OF DOUGLAS

I, Kyrsten N. Cox, a Notary Public in and for said county, do hereby certify that  
Notary Name

David K. Stark, Jr. and Ila J. Slagell  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth

Given under my hand and notarial seal this 8th day of May, 2023  
Day Month, Year



Notary Public Signature & Date  
[Signature]  
Date commission expires 09/07/2025

**SURETY**

Name of Surety  
Berkley Insurance Company

Title: Attorney-in-Fact  
By: [Signature] (Lucas Sherman)

STATE OF IL  
COUNTY OF DOUGLAS

I, Kyrsten N. Cox, a Notary Public in and for said county, do hereby certify that  
Notary Name

Lucas Sherman  
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of May, 2023  
Day Month, Year



Notary Public Signature & Date  
[Signature]  
Date commission expires 09/07/2025

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date  
[Signature] 5-11-23  
County \_\_\_\_\_ Clerk  
Local Public Agency Type \_\_\_\_\_

Awarding Authority  
Champaign County Board  
Awarding Authority Signature & Date  
[Signature] 05/21/2023

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champalgn, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3<sup>rd</sup> day of December, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 3<sup>rd</sup> day of December, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28<sup>th</sup> day of May, 2023.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Risk Managers 2104 Windsor Place Suite B Champaign IL 61820	<b>CONTACT NAME:</b> Luke Sherman <b>PHONE (A/C, No, Ext):</b> (217) 239-3755 <b>E-MAIL ADDRESS:</b> service@irmagency.com <b>FAX (A/C, No):</b> (217) 239-3769																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Motorist Commercial Mutual Insurance</td> <td>13331</td> </tr> <tr> <td>INSURER B:</td> <td>BrickStreet Mutual Insurance Company</td> <td>12372</td> </tr> <tr> <td>INSURER C:</td> <td>Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td>Westchester Surplus Lines Insurance</td> <td>10172</td> </tr> <tr> <td>INSURER E:</td> <td>Selective Insurance Company</td> <td>19259</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Motorist Commercial Mutual Insurance	13331	INSURER B:	BrickStreet Mutual Insurance Company	12372	INSURER C:	Great American Insurance Company	16691	INSURER D:	Westchester Surplus Lines Insurance	10172	INSURER E:	Selective Insurance Company	19259	INSURER F:	
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**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 Master                      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			5000151698	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER			5000151699	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5000151849	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WCB1033288	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			TUE3326033	01/01/2023	01/01/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RRPL Policy: Carrier: Hudson Insurance Company, NAIC #25054, Policy #RRP015199613647, Effective 5/8/23-9/15/23, Limits \$5,000,000 Occurrence/ \$10,000,000 Aggregate

RE: ICRR Crossing @100 N - TR 307 S of Pesotum

### CERTIFICATE HOLDER

### CANCELLATION

Illinois Central Railroad Comp. Manager Engineering Service 17641 S Ashland Ave Homewood IL 60430-1345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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