



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
Stark Excavating, Inc.		
Contractor's Name		
1805 W. Washington		
Street		P.O. Box
Bloomington	IL	61701
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Champaign
Champaign County Highway Department
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE CH 1
SECTION NO. 12-00992-00-BR
TYPES OF FUNDS MFT

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

**For Municipal Projects
Submitted/Approved/Passed**

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

**For County and Road District Projects
Submitted/Approved**

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Champaign
Local Public Agency CCHD
Section Number 12-00992-00-BR
Route CH 1

1. THIS AGREEMENT, made and concluded the 21st day of November, 2019,
Month and Year

between the County of Champaign
acting by and through its County Board known as the party of the first part, and
Stark Excavating, Inc. 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 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 12-00992-00-BR in Champaign County, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.

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

Attest: The County of Champaign

Clerk By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Stark Excavating, Inc.
By [Signature]
Vice President Party of the Second Part

(If a Co-Partnership)

Attest: [Signature]
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route CH 1
County Champaign
Local Agency Champaign Co Highway Dept
Section 12-00992-00-BR

We, Stark Excavating, Inc.

1805 W. Washington St., Bloomington, IL 61701

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and Berkley Insurance Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One million, two hundred forty-seven thousand, three hundred seventy-six dollars and thirty-two cents.

Dollars (\$1,247,376.32), 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 25th day of November A.D. 2019

PRINCIPAL

Stark Excavating, Inc.
(Company Name)

By: [Signature]
David K. Stark, Jr. (Signature & Title) Vice-President

Attest: [Signature]
Ila J. Slagell (Signature & Title) Secretary

(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 ILLINOIS,

COUNTY OF Champaign

I, Judith M. Sherman, a Notary Public in and for said county, do hereby certify that

David K. Stark and Ila J. Slagell

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, 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 25th day of November A.D. 2019

My commission expires 1/29/2022

Official Seal
Judith M. Sherman
Notary Public, State of Illinois
My Commission Expires 1/29/2022 (SEAL)

SURETY

Berkley Insurance Company
(Name of Surety)

By: [Signature]
Lucas J. Sherman (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Champaign

I, Judith M. Sherman, a Notary Public in and for said county, do hereby certify that

Lucas J. Sherman

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of 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 25th day of November A.D. 2019

My commission expires 1/29/2022

Official Seal
Judith M. Sherman
Notary Public, State of Illinois
My Commission Expires 1/29/2022 (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

County Board
(Awarding Authority)

County Clerk

(Chairman/Mayor/President)

**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 Champaign, 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 23rd day of July, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

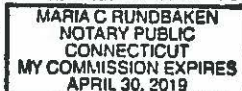
WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of July, 2018, 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. Rundbaken
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 25th day of November, 2018.

(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)

12/03/2018

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).

PRODUCER Insurance Risk Managers 1802 Fox Drive Suite B Champaign IL 61820	CONTACT NAME: Luke Sherman PHONE (A/C, No, Ext): (217) 239-3755 E-MAIL ADDRESS: service@irmagency.com FAX (A/C, No): (217) 239-3769
INSURED Stark Excavating Inc 1805 W Washington Street Bloomington IL 61701-3703	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Insurance Insurance Corporation INSURER B: Starr Indemnity & Liability Co INSURER C: Travelers Property Cas America INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19-20 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		A5CGA00005	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		A5CA A00005	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		1000585530191	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A5CWA00005	12/31/2018	12/31/2019	<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
D	Equipment Floater		QT6301L164341TIL19	01/01/2019	01/01/2020	Leased/Borrowed Equip \$525,000 Deductible \$10,000

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

Champaign County are named as additional insured as it pertains to general liability, as required by written contract. Umbrella follows form. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.

CERTIFICATE HOLDER**CANCELLATION**

Champaign County Highway Department
1605 E Main St

Urbana

IL 61802

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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