



**Illinois Department
of Transportation**

Local Public Agency Formal Contract

Contractor's Name

Stark Excavating, Inc.

Contractor's Address

1805 W. Washington

City

Bloomington

State

IL

Zip Code

61701

STATE OF ILLINOIS

Local Public Agency

Champaign County Highway Department

County

Champaign

Section Number

20-00086-00-BR

Street Name/Road Name

1605 E Main Street, Urbana, IL 61802

Type of Funds

Rebuild/Motor Fuel Tax

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature] 4/16/23

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☒ Concurrence in approval of award

Regional Engineer Signature & Date

[Signature] 05/04/23

| | | | |
|-------------------------------------|--------------------------------------|-----------|----------------|
| Local Public Agency | Local Street/Road Name | County | Section Number |
| Champaign County Highway Department | 1605 E Main Street, Urbana, IL 61802 | Champaign | 20-00086-00-BR |

1. THIS AGREEMENT, made and concluded the 20th day of April 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 20-00086-00-BR in Champaign County Highway Dep, approved by the Illinois Department of Transportation on 03/06/23, 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
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

[Signature]

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By: *[Signature]*

(If a Corporation)

Corporate Name

Stark Excavating, Inc.

President, Party of the Second Part Signature & Date

By: *[Signature]*

(If a Limited Liability Corporation)

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

[Signature]

(SEAL, if required by the LPA)



Contract Bond

| Local Public Agency | County | Street Name/Road Name | Section Number |
|--------------------------|-----------|-----------------------|----------------|
| Champaign County Highway | Champaign | County Highway 32 | 20-00086-00-BR |

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 - 476 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
One million, eight hundred ninety-eight thousand, eight hundred forty-two dollars and 40 cents.

Dollars (\$1,898,842.40) 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 3rd day of April, 2023
Day Month and Year

PRINCIPAL

Company Name
Stark Excavating, Inc

By
Signature & Date

(David K. Stark, Jr - Vice President)

Attest
Signature & Date

(Illa J. Slagell, Secretary)

Company Name
N/A

By
Signature & Date
N/A

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 3rd day of April, 2023
Day Month, Year



Notary Public Signature & Date

Kyrsten N. Cox

Date commission expires 09/07/2025

SURETY

Name of Surety

Berkley Insurance Company

Title: Attorney-in-Fact

By:

Lucas Sherman (Lucas Sherman)

STATE OF IL
COUNTY OF DOUGLAS

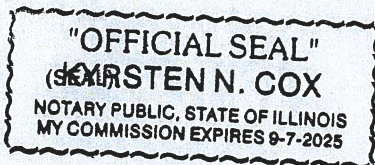
I, Kyrsten N. Cox, a Notary Public in and for said county, do hereby certify that
Notary Name

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 3rd day of April, 2023
Day Month, Year



Notary Public Signature & Date

Kyrsten N. Cox

Date commission expires 09/07/2025

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Tamara Anderson

County _____

Clerk

Local Public Agency Type _____

Awarding Authority

Champaign County Board

Awarding Authority Signature & Date

Lucas Sherman

**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 3rd day of December, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

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 3rd 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 3rd day of April, 2023.

(Seal)

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)

11/02/2022

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 2104 Windsor Place Suite B Champaign IL 61820 | CONTACT NAME: Luke Sherman | |
| | PHONE (A/C, No, Ext): (217) 239-3755 FAX (A/C, No): (217) 239-3769 | |
| | E-MAIL ADDRESS: service@irmagency.com | |
| INSURED Stark Excavating, Inc 1805 W Washington St Bloomington IL 61701-3703 | 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: | |

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | | 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 | | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 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"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | 5000151849 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | | \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 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)

Champaign County Highway Department is included as additional insured with respect 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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