



Memo

TO: Mayor Manier and City Council
FROM: Ed Andrews, Public Works Director
DATE: November 17th, 2017
SUBJECT: Salt Shed Foundation Package – Progress Pay #2

EXECUTIVE SUMMARY:

On October 9th, the City Council awarded the Salt Shed Foundation Package to Stark Excavating in a not to exceed amount of \$121,225 for work to include the Base Bid (Foundation) plus Alternates #1 & 2 for the Interior and Exterior concrete slabs.

Major work items for this pay period involve pouring all of the walls.



Progress invoicing attached herewith is from the start date through 11-15-2017. Overall invoicing to-date is \$68,720, with previous payments of \$38,655, make an eligible progress payment of \$30,065. As such it is my recommendation that the City Council approve making a progress payment in the total amount of **\$30,065** to Stark Excavating.

This matter has been placed on the City Council agenda of Monday, November 20th, 2017 for review and approval.

cc: File



11/15/2017

REQUEST #2

C-WASHCI
CITY OF WASHINGTON
ATTN: ED ANDREWS

WASHINGTON SALT STORAGE SHED - 17271
PO#43632

<u>DESCRIPTION</u>	<u>PROPOSED VALUE</u>	<u>PERCENT COMPLETE</u>	<u>TOTAL</u>
FOUNDATION	\$ 85,900.00	80%	\$68,720.00
SLAB ON GRADE	\$ 23,050.00	0%	\$0.00
SITE CONCRETE	\$ 12,275.00	0%	\$0.00
TOTAL	\$ 121,225.00		\$ 68,720.00

AMOUNT COMPLETED TO DATE	\$68,720.00	\$68,720.00
PREVIOUS REQUESTS	<u>\$(38,655.00)</u>	
WORK COMPLETED THIS REQUEST	\$30,065.00	
LESS PREVIOUS PAYMENTS		<u>\$ (38,655.00)</u>
TOTAL DUE ON ACCOUNT		\$30,065.00

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN }

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Washington
to furnish labor & equipment
for the premises known as Washington Salt Storage Shed (SEI #17271)
of which City of Washington is the owner.
The undersigned, for and in consideration of Thirty thousand sixty five & 00/100
\$30,065.00

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and
on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or
machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

11-15-17
(DATE)
SIGNATURE AND TITLE

COMPANY
ADDRESS

Stark Excavating, Inc.
1805 W. Washington St. - Bloomington, IL 61701
Title President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF MCLEAN }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Dave Stark BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) President
OF (COMPANY NAME) Stark Excavating, Inc. WHO
IS THE CONTRACTOR FURNISHING labor & equipment WORK
ON THE PREMISES LOCATED AT Washington, Illinois

OWNED BY City of Washington
That the total amount of the contract including extras* is \$ 121,225.00 on which he or she has received payment of
\$38,655.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is

no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Stark Excavating, Inc.</u>		<u>\$118,225.00</u>	<u>\$38,655.00</u>	<u>\$30,065.00</u>	<u>\$49,505.00</u>
<u>Heritage Machine & Welding</u>	<u>Steel Channels</u>	<u>\$3,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,000.00</u>
<u>United Ready Mix</u>	<u>Concrete</u>	<u>TBD</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>\$124,225.00</u>	<u>\$38,655.00</u>	<u>\$30,065.00</u>	<u>\$52,505.00</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated. Amount shown contingent upon receipt of payment.

11-15-17
(DATE) SIGNATURE: Dave Stark

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF NOV 2017

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

NOTARY PUBLIC

"OFFICIAL SEAL"
P.A. BORNER-GRAHAM
Notary Public, State Of Illinois
My Commission Expires 03/15/18