

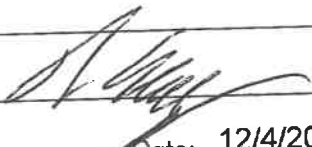
BIDDER SUMMARY SHEET
ITB #24-065
2025 Asphalt Parking Lot and Path Maintenance

Business Name: K-Five Construction Corporation
Street Address: 999 Oakmont Plaza Drive, Ste. 200
City, State, Zip: Westmont, IL 60559
Contact Name: Brent Bozeman
Title: Estimator
Phone: 630-257-5600 Fax: 630-257-5600
E-Mail address: estimating@k-five.net

Price Proposal

GRAND TOTAL BID PRICE \$ 453,460.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Robert G. Krug
Signature of Authorized Signee: 
Title: President Date: 12/4/2024



 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Robert G. Krug
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of K-Five Construction Corporation
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes No

Federal Employer I.D. #: 36-2915545
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (*check one*):

- Sole Proprietor
 Independent Contractor (*Individual*)
 Partnership
 LLC
 Corporation Illinois 4/1/1977
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned Small Business (SBA standards)
Women-Owned Prefer not to disclose
Veteran-Owned Not Applicable
Disabled-Owned

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned Small Business (SBA standards)
Women-Owned Prefer not to disclose
Veteran-Owned Not Applicable
Disabled-Owned

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [x] No []

The Bidder is authorized to do business in the State of Illinois.

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [x] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [x] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and

Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) **PREVAILING WAGE COMPLIANCE:** Yes No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes [x] No []

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Bidder shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [x] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: LABORERS, OPERATORS

Brief Description of Program: UNION APPRENTICESHIP PROGRAMS

10) TAX COMPLIANT: Yes [x] No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

[Signature]
Signature of Authorized Officer

Robert G. Krug
Name of Authorized Officer

President
Title

12/4/2024
Date



REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: K-Five Construction Corporation
(Enter Name of Business Organization)

1. ORGANIZATION DuPage County Highway Department
ADDRESS 421 N. County Farm Road, Wheaton, IL
PHONE NUMBER 630-407-6000
CONTACT PERSON Chris Snyder
YEAR OF PROJECT multiple years

2. ORGANIZATION City of Naperville
ADDRESS 400 S. Eagle Street, Naperville, IL 60540
PHONE NUMBER 630-420-6064
CONTACT PERSON Bill Novak
YEAR OF PROJECT multiple years

3. ORGANIZATION Illinois Department of Transportation
ADDRESS 2300 S. Dirksen Parkway, Springfield, IL 62764
PHONE NUMBER 217-782-7820
CONTACT PERSON Stephen Travia
YEAR OF PROJECT multiple years



ORLAND PARK

BIDDER UNIT PRICE SHEET

ITB #24-065 2025 Asphalt Parking Lot and Path Maintenance

Orland Park Parking Lot and Multi-Use Path Maintenance/Construction

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Asphalt Parking Lot and Path Maintenance contract

Table with 5 columns: No, Item, Quantity, Unit, Unit Price, Amount. Lists 23 items including concrete sidewalk, earth excavation, asphalt pavement removal, and various patches.

Total = \$ 453,460.00 (Enter this amount as Total Proposal Price on Proposal Summary Sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to

Proposer/Contractor:

Firm Name: K-Five Construction Corporation
Printed Name: Robert G. Krug
Signed: [Signature]
Title: President
Dated: 12/04/24



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.net

September 2, 2024

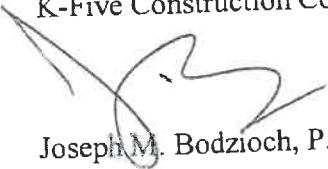
RE: Affidavit of Availability

To Whom It May Concern:

Per the attached "Rules for Prequalification of Contractors and Issuance of Plans and Proposals" as published by the Illinois Department of Transportation ('IDOT'), Section 650.310 Item (d) K-Five Construction Corporation hereby requests to forgo the filing of an "Affidavit of Availability" based upon the "Super Unlimited" financial rating (d1) and "Unlimited" HMA Plant Mix rating (d2) as shown on the attached "Certificate of Eligibility."

This method of substitution for the "Affidavit of Availability" has been approved by IDOT's Prequalification Engineer and has been accepted by IDOT for contract Lettings. The Unit Chief of Prequalification Services in IDOT's (Springfield) Bureau of Construction is Frank Lowry. If there are any questions, he can be reached at (217) 782-3413.

Sincerely,
K-Five Construction Corporation



Joseph M. Bodzioch, P.E.
Chief Estimator



Illinois Department of Transportation

**RULES FOR
PREQUALIFICATION OF CONTRACTORS,
AUTHORIZATION TO BID,
AND
SUBCONTRACTOR REGISTRATION**

44 IL. ADM.CODE SEC. 650

ADOPTED JULY 2, 1994

AMENDED May 8, 2008

- c) All remaining work categories are calculated by the secondary formula.

WR = PF X CP X 1.2 (Secondary Formula)

- d) The secondary formula does not utilize an equipment factor because of the immeasurable productive capacity of the equipment or plant facility; however, equipment must be owned by or leased to the applicant. See Section 650. Appendix A of this Part for a listing of equipment or plant facilities. The secondary formula includes a factor of 1.2 to provide a margin for growth.
- e) An applicant's capacity to perform may exceed the calculated equipment factor. This can occur by good management, efficiency and additional hours of work. When this occurs, the primary and advanced formulas will be replaced by the secondary formula.
- f) The work rating in any given category may not exceed the financial rating of the applicant.
- g) A work rating may be designated as "Illinois Work Only." This work rating indicates the dollar value of work which the applicant's own forces can perform within the State of Illinois in one construction season. This rating will be established by the Department if the applicant does work in more than one state or outside the continental United States and it would be impractical to verify all outstanding work.
- h) Prior to any consideration for establishing a work rating value, the applicant shall provide a list of all technical, supervisory and key personnel who would manage a project awarded by the Department. This list should include the individual's job title and number of years of construction experience. The Department may also require the submittal of resumes of the above individuals. Applicants prequalifying with the Department for the first time shall be required to submit resumes. Insufficient personnel may be justification for a reduction in the rating of a work category as determined by the primary, advanced or secondary formula. Hiring of additional personnel may be justification for an increase in the rating of a work category. Applicants without experienced personnel for a requested work category may be denied the rating.
- i) Methods to Improve a Work Rating
- 1) Hiring of additional personnel.
 - 2) Purchase, lease or rental of additional equipment.
 - 3) Completion of additional work.
- j) A contractor may request additional rating in a work category at any time during the prequalification period by submitting a revised application or supplemental information.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

SUBPART B: AUTHORIZATION TO BID

Section 650.290 Advertising for Bids

The procedures for procuring contracts are set out in the Department's rules for contract procurement found at 44 Ill. Adm. Code 660. The procedures of this Subpart B govern the granting of authority to bid on contracts advertised for bids in the Transportation Bulletin in accordance with the Department's rules for contract procurement.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.300 Request for Authorization to Bid or Not for Bid Status

A Request for Authorization to Bid or Not for Bid Status (Form BD-124 INT) is published with the Transportation Bulletin. The Form BD-124 INT shall be used by contractors to request proposals and plans

on CD-ROM and to request formal authorization to bid on contracts advertised in the Transportation Bulletin. Anyone may obtain proposal forms and plans regardless of prequalification status. An Authorization to Bid must be granted in accordance with this Part before a prequalified contractor may submit a bid.

(Source: Amended at 30 Ill. Reg. 16373, effective October 10, 2006)

Section 650.310 Affidavit of Availability

- a) An Affidavit of Availability (Form BC-57) is attached to the Transportation Bulletin and must be submitted with a request for Authorizations to Bid. It is a sworn statement concerning the contractor's present and pending contract commitments. The contractor shall not omit or misrepresent its work outstanding. When the contractor has uncompleted or pending work as a party of a joint venture, the contractor's responsible portion of the work shall be shown. The affidavit shall be signed by an officer or director of a corporate contractor, and otherwise, an owner shall sign. The affidavit is not required when Authorization to Bid is not being requested. The affidavit shall include:
- 1) The amount of all uncompleted work, by type, either as a principal or subcontractor together with the name of the agency under whose jurisdiction the work is being performed. All uncompleted work shall be based upon the engineer's or owner's most recent estimate.
 - 2) The commitment of equipment and personnel on a payroll or rental basis even though no formal contract exists.
 - 3) All work on which the contractor is the low bidder and which has not yet been awarded.
 - 4) A listing of all subcontractors and the value of work sublet.
- b) Prospective bidders shall notify the Department within two working days of any low bids pending award or contracts awarded after submission of the affidavit.
- c) Facsimiles of the affidavit will be accepted for analysis purposes. Authorization to Bid will not be issued without a correct, signed and notarized original affidavit in the Department's Central Bureau of Construction's possession by the cut-off date specified in the Transportation Bulletin
- d) A contractor may request to forego filing an affidavit if it has a financial rating at either of the following levels. The Prequalification Section will grant such a request provided the contractor's existing contracts with the Department are not behind approved contract progress schedules and provided the most recent performance evaluation rating is not less than 6.0 in the performance factor calculation. (See Section 650.240 of this Part.)
- 1) A financial rating of \$300 million.
 - 2) A financial rating of at least \$150 million or a Department calculated net worth of at least \$40 million, either in conjunction with two or more work ratings calculated to equal or exceed \$50 million each.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.315 Disclosure of Other Procurement Relationships

- a) Section 50-35(h) of the Illinois Procurement Code [30 ILCS 500/50-35(h)] requires that all bids of more than \$10,000 be accompanied by disclosure of all current or pending contracts, proposals, leases, or other ongoing procurement relationships the contractor has with any other unit of State government. This disclosure is required in addition to the financial interest disclosure provided at Section 650.80(d) of this Part.



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 3069

K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	\$8,500,000
002	PCC PAVING	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$3,150,000
017	CONCRETE CONSTRUCTION	\$44,550,000
031	PAVT. TEXTUR. & SURF. REM.	\$4,825,000
032	COLD MILL, PLAN. & ROTOMILL	\$10,025,000
034	DEMOLITION	\$2,300,000
08A	AGGREGATE BASES & SURF. (A)	\$9,175,000
09A	HIGHWAY STRUCTURES	\$4,175,000
15A	COVER & SEAL COATS (A)	\$500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/12/2024 TO 6/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/12/2024.

[Signature]
Engineer of Construction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

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
Marsh & McLennan Agency LLC
20 North Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Karen Castillo
PHONE (A/C No. Ext): (847) 463-7212
FAX (A/C No.): (847) 440-9130
E-MAIL ADDRESS: Karen.Castillo@MarshMMA.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allied World National Assuranc	10690
INSURER B:	Travelers Property Casualty Co	25674
INSURER c:	Starr Indemnity and Liability	38318
INSURER d:	ARCH Insurance Company	11150
INSURER e:	Charter Oak Fire Insurance Com	25615
INSURER f:	Allied World Assurance Company	19489

INSURED
K-Five Construction Corp.
999 Oakmont Plaza Dr, Ste 200
Westmont IL 60559

K-FICON-01

REVISION NUMBER:**COVERAGES****CERTIFICATE NUMBER:** 801994651

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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
D	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZAGLB9244304	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9272304	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A B C	<input checked="" 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 \$ 10,000			03140189 EXA083829524NF 1000588656241	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
D	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 <input checked="" type="checkbox"/> N	N/A	ZAWCI9961604	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E F	Installation Floater Pollution Liability Professional Liability			QT630A1658743TIL24 013105780	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Any One Jobsite Limit/Agg:	\$2,000,000 \$5M/\$5M \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment - QT630A1658743TIL24, Charter Oak Fire Ins. Co.: NAIC# 25615; Effective 10/1/2024-10/1/2025, Limit \$1M Per Item

Sample Additional Insured and Waiver of Subrogation Forms attached

CERTIFICATE HOLDER

FOR BIDDING PURPOSES

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As agreed per written contract or written agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This exclusion does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in

connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As agreed per written contract or written agreement

Location And Description of Completed Operations:

All Locations

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured: K-FIVE CONSTRUCTION CORP.

Effective Policy No. ZA WCI9961604 Endorsement
No. Premium

Insurance Company: Arch Insurance Company

Countersigned by _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE K-Five Construction Corporation
999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559

as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park
14700 South Ravinia Ave. Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB #24-065 2025 Asphalt Parking Lot and Path Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of December, 2024

Robert W. Krug (Witness)

K-Five Construction Corporation
(Principal)

By:

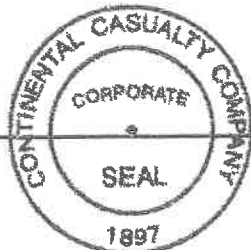
Robert G. Krug

President



Karen Ryan

(Witness)



Continental Casualty Company
(Surety)

By:

Attorney-In-Fact

Kimberly R. Holmes

(Title)

SS

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Rachel E. Hernandez Notary Public of DuPage County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 4th day of December A.D., 2024.



(Notary Public) Rachel E. Hernandez

My Commission expires: 03/11/2028

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly R. Holmes, Individually

of Naperville, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: K-Five Construction Corporation
Obligee: Village of Orland Park

and to bind them as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

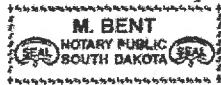

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026




M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have heretofore subscribed my name and affixed the seal of the said insurance companies this 4th day of December, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Questions & Answers - 2

Project 24-065 - 2025 Asphalt Parking Lot and Path Maintenance
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q7	<p>Question: Centennial Park Pathways I noticed that the work called out at Centennial Park Pathways - 15600 W. Ave had been completed in March of last year. Is the main drive and north lot the area you wanted the work to be completed or were your intentions to finish paving the south lots?</p> <p>Answer: The work for this project is for pathways that are noted in the Addendum 1 map of locations and should not include any path work that was completed in previous years. We will not pave the main drive nor the parking areas. This is strictly for walking paths.</p>	11/21/2024

AMENDED



ORLAND PARK

EXHIBIT A - SPECIAL PROVISIONS

ITB #-24-065

2025 Asphalt Parking Lot and Path Maintenance

COMPLETION DATE/ LIQUIDATED DAMAGES

All work, including placing and watering of sod for parkway restoration and punch list items, shall be completed by **May 15, 2025**, unless additional time is granted in accordance with Article 108.08 of the Standard Specifications.

Should the Contractor fail to complete all work by this date, the Contractor shall be responsible to remobilize as required to accommodate the Parks event schedule here in attached to the bid documents.

The time required for sod to establish roots and be growing in a live healthy condition in accordance with Article 252.12 of the Standard Specifications along with the removal of temporary erosion control measures shall not be included in the completion date. These items shall be concluded not more than 30 calendar days after the completion date. Should the sod not be in an acceptable condition and the temporary erosion control measures not removed within this time frame, the Contractor shall be liable to pay liquidated damages as stated above.

PEDESTRIAN SIDEWALK CONTROL

The Contractor shall install, maintain, and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with IDOT Traffic Control Standard Case 701801.

All barricades shall meet the above IDOT standard 70180. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

BUTT JOINTS

Description: This work shall apply to the multi-use path project areas which are identified for a hot mix asphalt surface course overlay. The intent of the project pay item is to provide the means for the existing, underlying asphalt surface to accommodate for a 1.5-inch hot mix asphalt surface overlay against adjoining pavement surfaces, such as driveways, sidewalks and end-of-paving limits. The dimensions for the **BUTT JOINTS** shall vary in size, depending on the width of the adjoining pavement surface. The size and location of the **BUTT JOINTS** shall be determined by the Engineer and Contractor, and marked in the field accordingly. The Contractor shall confirm the **BUTT JOINTS** are of suitable dimensions to allow for the hot mix asphalt surface course to be placed at a minimum 1.5 thickness, along the adjacent, undisturbed pavements.

AMENDED



ORLAND PARK

ITB # 24-065

EXHIBIT B - Project Site Locations

2025 Asphalt Parking Lot & Path Maintenance

Centennial Park Pathways - 15600 West Avenue

Proposed Work: 1.5" Overlay Class D Patching



Village of Orland Park, IL
Bike Path Resurfacing
Centennial Park

— Bike Path Resurfacing
(13,782 LF)

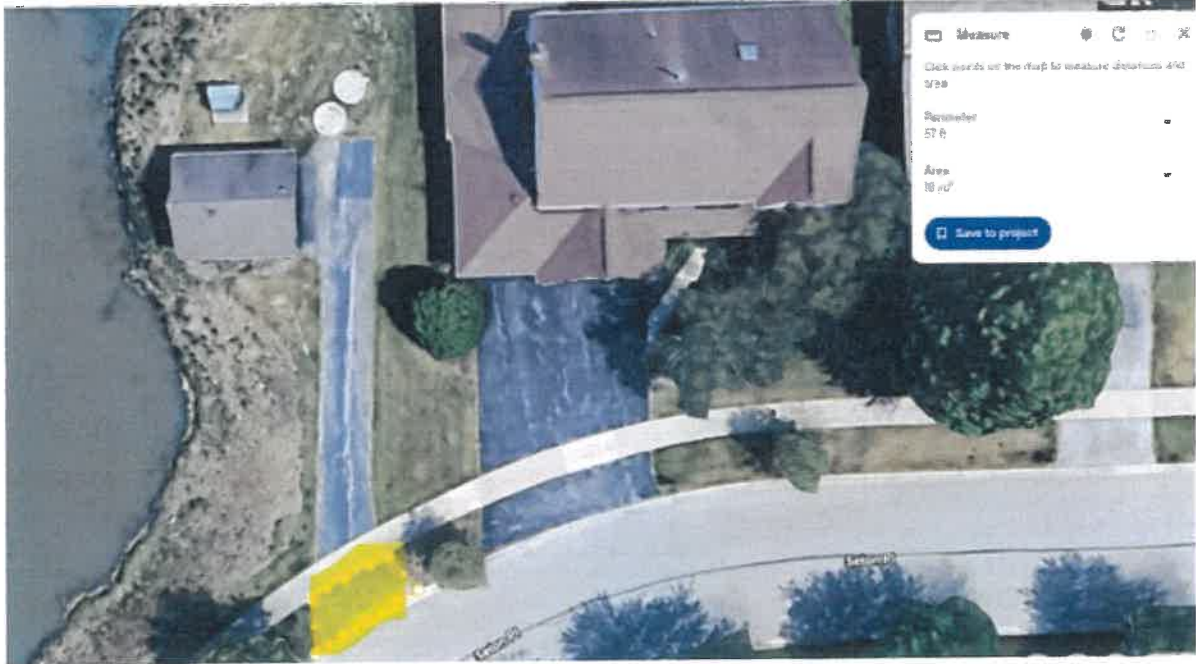
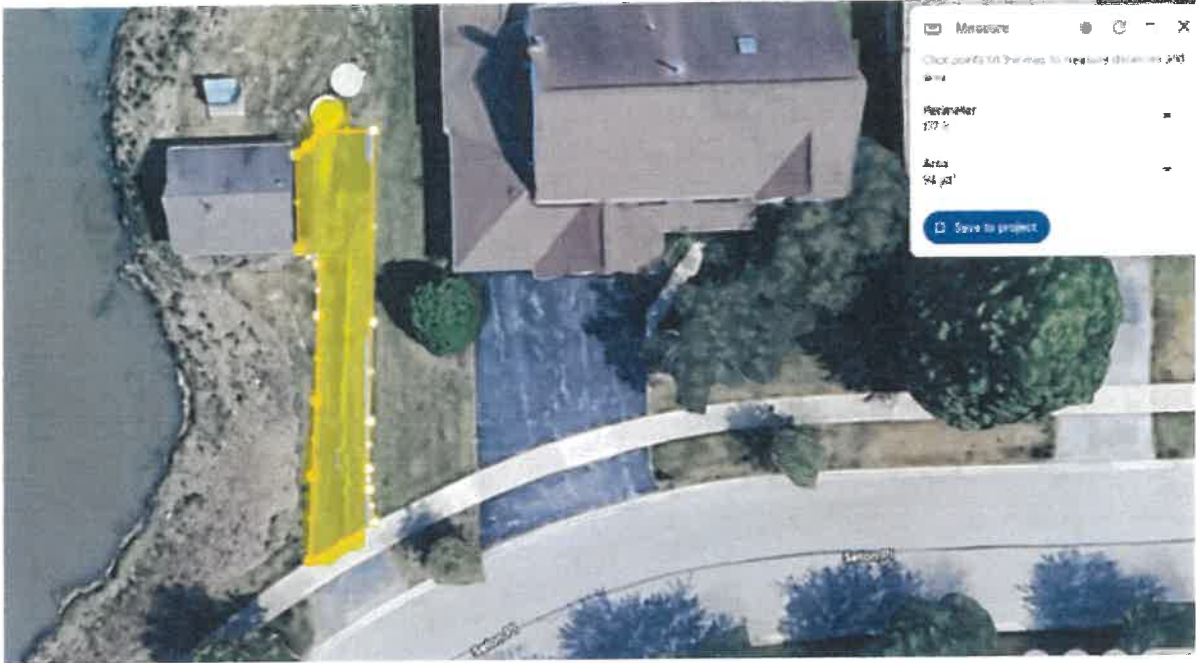


1,000
Feet

This map is for general information only. The Village of Orland Park, Illinois, is not responsible for any errors or omissions on this map. The Village of Orland Park, Illinois, is not responsible for any damages or injuries resulting from the use of this map. The Village of Orland Park, Illinois, is not responsible for any damages or injuries resulting from the use of this map. The Village of Orland Park, Illinois, is not responsible for any damages or injuries resulting from the use of this map.

Public Works Parking (Pump Station - 9450 Seton Place Dr)

**Proposed Work: 2" Asphalt; Compact Existing Stone Base
112 SYS**



Public Works Parking (Pump Station – 15800 88th Ave)

**Proposed Work: 2" Asphalt; Compact Existing Stone Base
45 SYS**



AMENDED



ORLAND PARK

ITB #24-065

2025 Asphalt Parking Lot and Path Maintenance

PROJECT DETAILS

Scope of Work

The Village of Orland Park, Illinois (the "Village") is requesting unit pricing bids for asphalt maintenance of parking lots and multi-use paths. Work type is generally, but not limited to, resurfacing pathways within the Centennial Park Site at 15600 West Avenue. Please note there is required patching, ADA transitions from path to parking lot, and small drainage corrections needed to facilitate in adequate or disturbed drainage patterns adjacent to the pathways. Exhibit A contains the project Special Provisions of note and Exhibit B contains aerial maps of project locations with a schedule of quantities per location. These are provided for reference under separate cover. **Depending on timing of construction, this project may require multiple mobilizations. Please refer to the attached events schedule which will constrain project activities, if the project is not completed by May 15, 2025.**

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Special Conditions:

This project comprises of a large number of isolated parking lot and multi-use path construction areas throughout the Village. The Public Works field engineer will provide to the successful Bidder the necessary field layout. The intent of the project is to provide the successful Bidder with a list of a large amount of work to substantiate the Bidder's mobilizations. It is not the intent of the project to request the Bidder to make special accommodations for "one-off" repairs, unless a certain location is of an emergency-like circumstance. The total quantities listed in the bid unit price sheet are an estimated quantity based upon that necessary to complete the work with the available budgeting. In other words, the quantity amounts are an estimated value and not guaranteed quantity amounts.

LOCATION OF WORK AND SPECIFICATIONS:

The Bid Specifications for this ITB #24-065 are attached as *Exhibit A* and *Exhibit B*.

Exhibit A - Special Provisions offers specific descriptions pertaining to project pay items and Bidder requirements.

Exhibit B- Project Site Locations offers specific locations and a summary of quantities per location for work to be performed.

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of

Questions & Answers - 1

Project 24-065 - 2025 Asphalt Parking Lot and Path Maintenance
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	<p>Question: Completion Date In the ITB it states the following: All work, including placing and watering of sod for parkway restoration and punch list items, shall be completed by April 10, 2025.</p> <p>The asphalt plants might not even be open at that time for the year. The plants usually open around April 15th.</p> <p>Answer: Location Map for Centennial Park Paths. ADA Transitions at Roadway Path Intersections.</p>	11/15/2024
Q2	<p>Question: SOD vs Seed & Blanket The ITB and the Special Provisions it mentions SOD. The Unit Prices have seed and blanket. Which is correct?</p> <p>Answer: Please bid for seed and blanket</p>	11/15/2024
Q3	<p>Question: Centennial Park Pathways In exhibit B - Project site locations it lists Centennial Park Pathways but the picture shows the parking lot to be milled and resurfaced. Please clarify</p> <p>Answer: Thank you for the catch, I will upload the location map for the paths within Centennial Park (Addendum 1)</p>	11/15/2024
Q4	<p>Question: Events Schedule In the ITB it states: Please refer to the attached events schedule which will constrain project activities.</p> <p>There was nothing provide regarding any events schedule in the bidding documents</p> <p>Answer: At this time, the events are not scheduled; we however know they will start mid April hence needing to be completed before they start. This will be further evaluated with the initial question on when asphalt plants will open for 2025. This will also be submitted in addendum #1</p>	11/15/2024
Q5	<p>Question: Pipe Culvert Where is the location(s) of this pipe culvert(s) so I can see how deep they need to be installed.</p> <p>Answer: This information is not readily available, please price for INVERT depth to be 5' below grade</p>	11/15/2024
Q6	<p>Question: ADA Path Transition Where will these ADA Path transitions be installed? Which site(s) and locations?</p> <p>Answer: ADA Path Transitions will be for the Centennial Park Paths, exhibit to be uploaded in Addendum 1 should answer the question specifically, but they are to be at each location the path intersects with a roadway.</p>	11/15/2024