



## Addendum

Addendum Number:	2
Addendum Date:	June 17, 2025
Site Name:	Various Sites within the Village of Oak Park
Project Name:	Resurfacing – Various Streets
Project Number:	25-02
Prepared By:	Marilyn Sudkamp
To:	All bidders of record

This addendum forms a part of the Contract Documents and amends the original bid posting. Where any part of the contract documents is amended, the unaltered provisions are to remain in effect.

All requirements of the Contract Documents remain unchanged, except as cited herein.

### Part 1 – Amendments to the Contract Book and Special Provisions

1. Contract schedule of prices updated. See addendum part 3 for list of changes.

### Part 2 – Amendments to Plans

1. Edits to Sheet 2: Summary of Quantities
  - a. See addendum part 3 for list of edits
2. Edits to Sheet 6, 7, & 8: Typical Sections
  - a. Callout 1 updated to mix "D"

### Part 3 – Amendments to Summary of Quantities

The following quantities have been updated as part of addendum 2. See addendum 1 for additional changes.

PAY ITEM	ITEM DESCRIPTION	UNIT	Original Quantity	New Quantity
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1030.7	211.7
31101100	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	847.7	1,068.7
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	5,511.4	0
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	0	5,511.4

### Part 4 – Questions & Answers

1. No questions received.

## Part 5 – Acknowledgement

I acknowledge the receipt of this addendum for the referenced project by signing the acknowledgement and returning it with the bid. This acknowledgement must be signed and included with bid. Failure to properly acknowledge this addendum as noted above may result in disqualification of the associated bid.

Addendum Number: 2

Date:

6/17/25

Name:

Robert G. Krug, President

Signature:



Company:

K-Five Construction

End of Addendum 2





The Village of Oak Park  
Village Hall  
123 Madison Street  
Oak Park, Illinois 60302-4272

P: 708.383.6400  
F: 708.383.9584  
[www.oak-park.us](http://www.oak-park.us)  
[village@oak-park.us](mailto:village@oak-park.us)

## Addendum

Addendum Number:	1
Addendum Date:	June 11, 2025
Site Name:	Various Sites within the Village of Oak Park
Project Name:	Resurfacing – Various Streets
Project Number:	25-02
Prepared By:	Marilyn Sudkamp
To:	All bidders of record

This addendum forms a part of the Contract Documents and amends the original bid posting. Where any part of the contract documents is amended, the unaltered provisions are to remain in effect.

All requirements of the Contract Documents remain unchanged, except as cited herein.

### Part 1 – Amendments to the Contract Book and Special Provisions

1. Contract schedule of prices updated. See addendum part 3 for list of changes.

### Part 2 – Amendments to Plans

1. Edits to Sheet 1: Cover
  - a. Index of sheets updated
2. Edits to Sheet 2: Summary of Quantities
  - a. See addendum part 3 for list of edits
3. Addition of Sheet 91: Northeast Bump Outs
4. Note: all plan sheets have total sheet count updated

## Part 3 – Amendments to Summary of Quantities

The following quantities have been updated.


PAY ITEM	ITEM DESCRIPTION	UNIT	Original Quantity	New Quantity
20101200	TREE ROOT PRUNING	EACH	95	97
20200100	EARTH EXCAVATION	CU YD	145.1	188.8
31101100	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	847.7	857.0
35101500	AGGREGATE BASE COURSE, TYPE B	CU YD	462.1	502.4
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	34,566.9	33,981.6
42400400	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	1,597.9	1,373.0
44000100	PAVEMENT REMOVAL	SQ YD	2,716.5	2,821.5
44000300	CURB REMOVAL	FOOT	249.9	263.4
44000600	SIDEWALK REMOVAL	SQ FT	32,234.4	32,316.3
44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	213.4	214.3
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	2,078.2	2,195.4
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	1,421.9	1,427.9
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	823.7	755.1
60600605	CONCRETE CURB, TYPE B	FOOT	28.1	60.5
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	FOOT	6,398.6	7,894.8
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4,620.6	4,633.2
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	11,350.0	12,540.5
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	4,565.0	5,274.0
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1,090.9	1,210.8
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	604.1	1,550.8
VOP20100	TREE PROTECTION FENCE	EACH	200	203
VOP78000	METHYL METHACRYLATE PAVEMENT COLORIZATION BEIGE	SQ YD	877.3	1,112.6
X6025600	MANHOLES TO BE ADJUSTED (SPECIAL)	EACH	133	131
X6350108	FLEXIBLE DELINEATORS	EACH	727	877


## Part 4 – Questions & Answers

1. No questions received.

## Part 5 – Acknowledgement

I acknowledge the receipt of this addendum for the referenced project by signing the acknowledgement and returning it with the bid. This acknowledgement must be signed and included with bid. Failure to properly acknowledge this addendum as noted above may result in disqualification of the associated bid.

Addendum Number:	1
Date:	6/20/25
Name:	Robert G. Krug
Signature:	
Company:	K-Five Construction



End of Addendum 1



**PROPOSAL COVER**  
(Return with Bid – 1 page)

Project Name: **Resurfacing – Various Streets**

Project Number: **25-02**

Location: **Village of Oak Park, Illinois**

Submitted to the President and Board of Trustees

By: **K-Five Construction**  
(Contractor's Name)

**999 Oakmont Plaza Drive, Suite 200**  
(Address)

**Westmont, IL 60559**  
(City)



## NOTICE TO BIDDERS

### Time and Place of Opening of Bids

The Village of Oak Park—Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302—will receive electronic proposals until **Friday, June 20, 2025, at 10:00 A.M.** Bids will be received, accepted, and bid results posted via electronic VirtuBid™ online bid service.

### Description of Work

Name: Resurfacing of Various Streets  
Location: 25-02

In general, this contract includes removal and installation of curb and gutter, sidewalks and sidewalk ramps, and driveways; combined sewer repairs; drainage structure installation and adjustments; pavement patching; full depth pavement removal; cold-milling of bituminous concrete; installation of hot-mix asphalt base, binder and surface courses; installation of HMA vertical elements at various locations; pavement markings; flexible delineators, parkway expansion and restoration; and all appurtenant work thereto.

### Bidders Instructions

1. Plans and proposal forms may be obtained via the electronic service starting on **Thursday, June 5, 2025 at 4:00 P.M.**, which can be found at <https://www.oak-park.us/your-government/budget-purchasing/requests-proposals> or at [www.questcdn.com](http://www.questcdn.com) under login using QuestCDN number **9721064** for a non-refundable charge of \$64.00. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected. The Village of Oak Park reserves the right to issue plans and specifications to only those contractors deemed qualified. All prospective bidders must prove they are pre-qualified by the Illinois Department of Transportation by providing a certificate of eligibility to the Engineering Division at which time a password will be issued for access to the online bid documents. No plans will be issued to prospective bidders after 4:00 P.M. on the working day preceding the opening of bids. The electronic VirtuBid™ online bidding platform for this specific project will be opened approximately one week prior to the bid opening date.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company. If this proposal is accepted and the undersigned fails to execute an agreement and contract bond within ten (10) days after the Notice of Award, it is hereby agreed that the bid bond shall be forfeited to the Village.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the latest edition of the "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
4. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

5. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
  - a. Proposal Cover (1 page)
  - b. Contract Proposal (1 page)
  - c. Contract Schedule of Prices – to be completed on QuestCDN website
  - d. Proposal Bid Bond (1 page)
  - e. Contractor’s Certifications (3 pages)
  - f. Fair Employment Practices Affidavit of Compliance (1 page)
  - g. Village of Oak Park E.E.O. Report (2 pages)
  - h. Schedule C: Letter of Intent From M/WBE to Perform (2 pages)
  - i. Schedule D: M/WBE Participation Affidavit (3 pages)
  - j. IDOT Affidavit of Availability (10 pages)
6. By submitting a bid or otherwise responding in any way to this request for bids, the bidder acknowledges the following:
  - a. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
  - b. If the bidder intends for the public body to withhold the bidder’s trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.
  - c. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

Note: Proposal Bid Bonds should be uploaded to the Qualification Information section of the online electronic bidding system.

By Order of Bill McKenna, Village Engineer





## CONTRACT PROPOSAL

(Return with Bid – 1 page)

Proposal of K-Five Construction

for Project 25-02, Resurfacing – Various Streets as noted herein and the performance of all appurtenant work thereto.

1. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois dated June 2025.
2. The specifications referred to herein are those prepared by the Illinois Department of Transportation and designated as “Standard Specifications for Road and Bridge Construction” (latest edition) and the “Supplemental Specifications” (latest edition) thereto, the “Standard Specifications for Water and Sewer Construction in Illinois” (latest edition), and the “Manual for Uniform Traffic Control Devices” (latest edition), adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the “Check Sheet for Supplemental Specifications and Recurring Special Provisions” contained in this proposal.
4. The undersigned agrees to substantially complete all work by **November 15, 2025** unless additional time is granted in accordance with the specifications.
5. Accompanying this proposal is a bid bond on the Village Bond form, complying with the specifications, made payable to the Village of Oak Park.
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
12. This Contract is subject to “An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works” (see Special Provision for details). **The Prevailing Wage Act / Federal Requirements require maintaining and submitting Certified Payroll records monthly for all entities working on this project.**
13. The undersigned submits herewith the Contract Schedule of Prices covering the work to be performed under this contract.



## CONTRACT SCHEDULE OF PRICES

(To be completed on QuestCDN website -- do **not** return this form)

For complete information covering these items, see IDOT Standard Specifications and Special Provisions.

Quantities in red have been updated from the original bid posting.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
20101200	TREE ROOT PRUNING	97	EACH	\$75.00	\$7,275.00
20200100	EARTH EXCAVATION	188.8	CU YD	\$88.25	\$16,661.60
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1,030.7	CU YD	\$172.00	\$36,412.40
20800150	TRENCH BACKFILL	523.4	CU YD	\$41.00	\$21,459.40
25200200	SUPPLEMENTAL WATERING	235.5	UNIT	\$1.00	\$235.50
30300001	AGGREGATE SUBGRADE IMPROVEMENT	57.9	CU YD	\$124.00	\$7,179.60
31101100	SUBBASE GRANULAR MATERIAL, TYPE B	857.0	CU YD	\$1.00	\$1,068.70
35101500	AGGREGATE BASE COURSE, TYPE B	502.4	CU YD	\$45.00	\$22,608.00
35501308	HOT-MIX ASPHALT BASE COURSE, 6"	441.1	SQ YD	\$50.00	\$22,055.00
35600700	HOT-MIX ASPHALT BASE COURSE WIDENING, 6"	97.9	SQ YD	\$60.00	\$5,874.00
35800100	PREPARATION OF BASE	8,243.5	SQ YD	\$0.01	\$82.44
40201000	AGGREGATE FOR TEMPORARY ACCESS	153.0	SQ YD	\$5.00	\$765.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	37,876.0	POUND	\$0.01	\$378.76
40600370	LONGITUDINAL JOINT SEALANT	16,538.1	FOOT	\$2.99	\$49,448.92
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	835.4	SQ YD	\$10.00	\$8,354.00
40602965	HOT-MIX ASPHALT BINDER COURSE, IL-9.5FG, N50	291.7	TON	\$112.00	\$32,670.40
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	4,174.1	TON	\$80.00	\$333,928.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	1,022.9	TON	\$130.00	\$132,977.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-9.5, MIX "C", N50	5,511.4	TON	\$88.00	\$485,003.20
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	99.7	SQ YD	\$83.00	\$8,275.10
42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	153.0	SQ YD	\$78.00	\$11,934.00
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	153.0	SQ YD	\$78.00	\$11,934.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	33,981.6	SQ FT	\$9.75	\$331,320.60
42400400	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	1,373.0	SQ FT	\$13.20	\$18,123.60
44000100	PAVEMENT REMOVAL	2,821.5	SQ YD	\$20.40	\$57,558.60
44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	24,354.9	SQ YD	\$2.50	\$60,887.25
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	3,472.2	SQ YD	\$3.50	\$12,152.70
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	22,910.0	SQ YD	\$4.50	\$103,095.00
44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	4,932.4	SQ YD	\$5.50	\$27,128.20
44000200	DRIVEWAY PAVEMENT REMOVAL	148.1	SQ YD	\$20.00	\$2,962.00
44000300	CURB REMOVAL	263.4	FOOT	\$7.00	\$1,843.80
44000500	COMBINATION CURB AND GUTTER REMOVAL	7,208.0	FOOT	\$8.00	\$57,664.00
44000600	SIDEWALK REMOVAL	32,316.3	SQ FT	\$2.10	\$67,864.23
44201713	CLASS D PATCHES, TYPE I, 6 INCH	214.3	SQ YD	\$20.00	\$4,286.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	2,195.4	SQ YD	\$25.00	\$54,885.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	1,427.9	SQ YD	\$30.00	\$42,837.00
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	755.1	SQ YD	\$40.00	\$30,204.00
56400800	FIRE HYDRANT AND VALVE TO BE MOVED	1	EACH	\$9,000.00	\$9,000.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	7	EACH	\$7,100.00	\$49,700.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	29	EACH	\$2,800.00	\$81,200.00
60250200	CATCH BASINS TO BE ADJUSTED	51	EACH	\$450.00	\$22,950.00
60255700	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	6	EACH	\$1,400.00	\$8,400.00
60266600	VALVE BOXES TO BE ADJUSTED	29	EACH	\$350.00	\$10,150.00
60500050	REMOVING CATCH BASINS	8	EACH	\$400.00	\$3,200.00
60600605	CONCRETE CURB, TYPE B	60.5	FOOT	\$33.00	\$1,996.50
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	7,894.8	FOOT	\$37.50	\$296,055.00

60618300	CONCRETE MEDIAN SURFACE, 4 INCH	3.4	SQ FT	\$12.00	\$40.80
63500310	REMOVE AND REINSTALL DELINEATORS	38	EACH	\$25.00	\$950.00
66900200	NON-SPECIAL WASTE DISPOSAL	86.8	CU YD	\$90.00	\$7,812.00
67100100	MOBILIZATION	1	L SUM	\$240,000.00	\$240,000.00
72000100	SIGN PANEL - TYPE 1	155.3	SQ FT	\$21.00	\$3,261.30
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	4	EACH	\$25.00	\$100.00
72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	36	EACH	\$260.00	\$9,360.00
72400210	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE B	1	EACH	\$260.00	\$260.00
72400710	RELOCATE SIGN PANEL - TYPE 1	10.0	SQ FT	\$11.00	\$110.00
72800100	TELESCOPING STEEL SIGN SUPPORT	177.0	FOOT	\$21.00	\$3,717.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	4,633.2	SQ FT	\$12.50	\$57,915.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	12,540.5	FOOT	\$1.32	\$16,553.46
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	2,485.7	FOOT	\$1.97	\$4,896.83
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	5,274.0	FOOT	\$3.95	\$20,832.30
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	1,210.8	FOOT	\$7.90	\$9,565.32
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	1,550.8	SQ FT	\$3.23	\$5,009.08
88600200	DETECTOR LOOP, TYPE II	284.9	FOOT	\$43.77	\$12,470.07
K1003455	LANDSCAPE FILL SOIL	495.2	CU YD	\$ 52.00	\$25,750.40
VOP10500	CONTINGENCY CASH ALLOWANCE	1	L SUM	\$75,000.00	\$75,000.00
VOP10700	PRE-CONSTRUCTION VIDEOTAPING	1	L SUM	\$4,800.00	\$4,800.00
VOP10701	MAINTENANCE OF ROADWAYS	1	L SUM	\$2,500.00	\$2,500.00
VOP20100	TREE PROTECTION FENCE	203	EACH	\$75.00	\$15,225.00
VOP25200	PARKWAY RESTORATION	8,717.6	SQ YD	\$20.00	\$174,352.00
VOP25300	TREE PIT POROUS PAVE	2	EACH	\$4,000.00	\$8,000.00
VOP40600	HOT-MIX ASPHALT VERTICAL DEFLECTION ELEMENTS	72.3	TON	\$225.00	\$16,267.50
VOP42400	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH COLORED	25.0	SQ FT	\$65.00	\$1,625.00
VOP44000	REMOVE STONE SIDEWALK PANEL, SALAVGE	19	EACH	\$950.00	\$18,050.00
VOP44001	HOT-MIX ASPHALT SURFACE REMOVAL, 2", SPECIAL	442.8	SQ YD	\$3.00	\$1,328.40
VOP55000	SEWER SPOT REPAIR	7	EACH	\$8,100.00	\$56,700.00
VOP70100	TRAFFIC CONTROL AND PROTECTION, HARLEM	1	L SUM	\$2,000.00	\$2,000.00
VOP78000	METHYL METHACRYLATE PAVEMENT COLORIZATION BEIGE	1,112.6	SQ YD	\$62.00	\$68,981.20
X0320050	CONSTRUCTION LAYOUT (SPECIAL)	1	L SUM	\$25,000.00	\$25,000.00
X0323706	TRASH RECEPACLE RELOCATION	2	EACH	\$500.00	\$1,000.00
X0326806	WASHOUT BASIN	1	L SUM	\$2,500.00	\$2,500.00
X0327611	REMOVE AND REINSTALL BRICK PAVER	258.6	SQ FT	\$50.00	\$12,930.00
X0328011	REMOVE AND REINSTALL STONE PAVER	70	EACH	\$250.00	\$17,500.00
X2010512	CLEARING AND GRUBBING	10.1	SQ YD	\$280.00	\$2,828.00
X4080052	INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL)	380.0	TON	\$254.00	\$96,520.00
X4240200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH COLORED	450.0	SQ FT	\$20.50	\$9,225.00
X4240800	DETECTABLE WARNINGS (SPECIAL)	1,646.8	SQ FT	\$35.00	\$57,638.00
X5504002	STORM SEWERS, DUCTILE IRON, TYPE 1 8"	40.4	FOOT	\$163.00	\$6,585.20
X5510100	STORM SEWER REMOVAL	54.2	FOOT	\$15.00	\$813.00
X6025300	CATCH BASINS TO BE ADJUSTED (SPECIAL)	32	EACH	\$950.00	\$30,400.00
X6025600	MANHOLES TO BE ADJUSTED (SPECIAL)	131	EACH	\$1,250.00	\$163,750.00
X6050170	PLUG EXISTING PIPE	2	EACH	\$300.00	\$600.00
X6350108	FLEXIBLE DELINEATORS	877	EACH	\$55.45	\$48,629.65
X6640106	FENCE REMOVAL (SPECIAL)	20.0	FOOT	\$30.00	\$600.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$357,592.36	\$357,592.36
X7800010	METHYL METHACRYLATE PAVEMENT COLORIZATION GREEN	226.7	SQ YD	\$86.00	\$19,496.20
Z0004542	HOT-MIX ASPHALT REMOVAL (SPECIAL)	169.7	SQ YD	\$4.50	\$763.65
Z0019600	DUST CONTROL WATERING	126.1	UNIT	\$1.00	\$126.10
Z0036200	PAINT CURB	80.0	FOOT	\$10.00	\$800.00
Z0056644	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8"	871.5	FOOT	\$160.00	\$139,440.00
Total Bid					\$4,418,297.32



PROPOSAL BID BOND

(Return with Bid - 1 page)

WE K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559 as PRINCIPAL, and Continental Casualty Company 151 N. Franklin St. Chicago, IL 60606 as SURETY, are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this

20th day of June A.D. 2025

PRINCIPAL

K-Five Construction Corporation

(Company Name)

By: Robert G. Krug, President (Signature & Title)

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

SURETY

Continental Casualty Company

(Name of Surety)

(Signature of Attorney-in-Fact) Rachel E. Hernandez

NOTARY PUBLIC

State of Illinois, County of DuPage

I, Joseph M. Bodzioch a Notary Public in and for said county, do hereby certify

that Robert G. Krug

(Names of individuals signing on behalf of PRINCIPAL and SURETY)

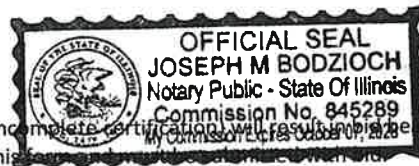
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this

20th day of June A.D. 2025

My commission expires 10-7-28

(Signature & Seal)



Notice:

- 1. Improper execution of this form (i.e., missing signatures or seals, or incomplete certification) will result in the bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with the bid.

SS

STATE OF ILLINOIS

COUNTY OF DuPage

I, DeAnne Marie Pehlke Notary Public of Will County, in the State of Illinois do hereby certify that Rachel E. Hernandez 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 20<sup>th</sup> day of June A.D., 2025.

DeAnne Marie Pehlke

(Notary Public)

DeAnne Marie Pehlke

My Commission expires: 11/07/2027

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

**William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Brent R Wagner, Rachel EHernandez, 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 -

and to bind them thereby 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 17th day of December, 2023.



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 17th day of December, 2023, 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 hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of June, 2025.



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](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**CONTRACTOR'S CERTIFICATIONS**

(Return with Bid – 3 pages)

1. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park - Village Code relating to "Bidding Requirements".
2. The individual or entity making the foregoing proposal or bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in civil action.
3. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
4. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: Robert G. Krug, President  
(Name & Title of Authorized Agent)

[Signature]  
(Signature)

K-Five Construction  
(Company Name)

999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559  
(Address)

630-257-5600  
(Telephone)



(Seal – if Corporation)

NOTARY PUBLIC  
State of Illinois, County of DuPage

Subscribed and sworn to before me this

20th day of June A.D. 2025

My commission expires 10-7-28

[Signature & Seal]  
(Signature & Seal)



**Complete the applicable paragraph below.**

**1. Corporation**

The Vendor is a corporation, which operates under the legal name of

K-Five Construction and is organized and existing under the laws of the State of  
Illinois.

The full names of its Officers are:

Robert G. Krug  
(President)

Robert W. Krug  
(Secretary)

Josephine M. Krug  
(Treasurer)

The corporation does have a corporate seal. (In the event that their proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**2. Partnership**

Name, signature, and addresses of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of

\_\_\_\_\_, which name is registered with the office of  
\_\_\_\_\_ in the county of \_\_\_\_\_.

**3. Sole Proprietor**

The Vendor is a sole proprietor whose full name is

\_\_\_\_\_. If the Vendor is operating under a trade name, said trade name is  
\_\_\_\_\_, which name is registered with the office of  
\_\_\_\_\_ In the county of \_\_\_\_\_.

Signed: \_\_\_\_\_  
(Sole Proprietor)



**Owner and/or Company Officer Information**

Please provide the Name and Title for Owner and /or Company Officers.

Name Title

Robert G. Krug, Predsident

Jennifer Krug-McNaughton, Vice President



## MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

### Reporting Requirements

The following forms must be completed in their entirety, notarized, and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

1. Fair Employment Practices Affidavit of Compliance
2. Village of Oak Park E.E.O. Report

### Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the M/WBE companies working as subcontractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.



**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

(Return with Bid – 1 page)

This affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

Robert G. Krug, being first duly sworn, deposes and says that he/she is the  
(Name of person making the affidavit)

President of K-Five Construction  
(Title or Office) (Name of Company)

and that he/she has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that

K-Five Construction is an "Equal Opportunity Employer" as defined by  
(Name of Company)

Section 2000 (E) of Chapter 21, Title 42 of the United States Code, as amended, and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

[Signature]  
(Signature of person making the affidavit)

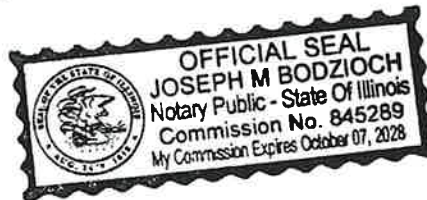


NOTARY PUBLIC  
State of Illinois, County of DuPage

Subscribed and sworn to before me this  
20th day of June A.D. 2025

My commission expires 10-7-28

[Signature]  
(Signature & Seal)





## E.E.O. REPORT

(Return with Bid – 2 pages)

Please fill out the form completely. Failure to respond truthfully to any questions on the form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of the proposal. An incomplete form will disqualify the proposal. For assistance in completing this form, contact Marilyn Sudkamp at (708) 358-5727.

Vendor Name: K-Five Construction

Check here if the firm is:

MBE

WBE

DBE

Non-M/WBE

If your firm is a M/WBE, please complete the attached M/WBE participation affidavit and include copies of all certification letters.

What is the size of the firm's current stable work force?

250 Number of full-time employees

50 Number of part-time employees

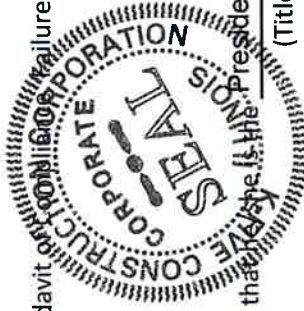
Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the lowest responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

Vendor Name: K-Five Construction Total Number of Employees: 300

Job Categories	Total Employees	Males			Females			Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Black	Hispanic	American Indian & Alaskan Native	
Officials & Managers	1							
Professionals								
Technicians								
Sales Workers								
Office & Clerical								
Semi-Skilled	7	1	1					2
Laborers	15		3					3
Service Workers								
<b>Total</b>	<b>23</b>	<b>1</b>	<b>4</b>					<b>5</b>
Management Trainees								
Apprentices								

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance to include it with your bid will disqualify you from consideration. **An EEO-1 Report may be submitted in lieu of this report.**

NOTARY PUBLIC  
 State of Illinois, County of DuPage  
Robert G. Krug being first duly sworn, deposes and says that K-Five Construction is a corporation organized under the laws of the State of Illinois, and that the above E.E.O. Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 20th day of June A.D. 2025  
 (Name of person making the affidavit) (Title or Office)



*[Handwritten Signature]*





## M/WBE PARTICIPATION STATEMENT

### **Instructions**

#### Schedule C – Letter of Intent from M/WBE to Perform as a Subcontractor, Supplier, and/or Consultant

Contractor shall complete and submit a signed Schedule C form for each subcontractor, supplier, or consulting firm that is a M/WBE being employed for this contract. Schedule C form shall be signed by M/WBE firm. If there are no M/WBE subcontractors, suppliers, or consultants being used for this contract, no Schedule C form needs to be submitted.

#### Schedule D – M/WBE Participation Affidavit

Contractor shall complete and submit a Schedule D form and affidavit. The Contractor shall complete the affidavit. The second page of the affidavit summarizes all of the M/WBE firms on the contract and shall list all M/WBE contractors, subcontractors, suppliers, or consultants being used for this contract along with required information. Additional copies of the second page of the affidavit shall be submitted if needed. If the Prime Contractor is a M/WBE, information for the Prime Contractor shall be provided on this form. If there are no M/WBE firms on this contract then please indicate total dollar value and percentage as 0. If the proposal is being submitted as a joint venture the Contractors shall submit the third page of the affidavit.

Submit Schedule C, if applicable, and Schedule D with proposal.



SCHEDULE C *None*

Letter of Intent from M/WBE to Perform as a Subcontractor, Supplier, and/or Consultant

(Return with Bid if applicable – 2 pages)

\_\_\_\_\_  
(M/WBE Firm)

\_\_\_\_\_  
(Contract Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_  
(Phone Number/Fax Number)

\_\_\_\_\_  
(Certification Expiration Date)

\_\_\_\_\_  
(Race/Gender)

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

\_\_\_\_\_ No

\_\_\_\_\_ Yes – please attach explanation

\_\_\_\_\_  
(Proposed Subcontractor)

The undersigned M/WBE is prepared to provide the following commodities and/or services for the Contract referenced above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the total dollar amount, the percentage, and the terms of payment for the above-described commodities and/or services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

M/WBE

PRIME BIDDER/PROPOSER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

NOTARY PUBLIC

State of Illinois, County of \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Signature & Seal)





**SCHEDULE D** *NONE*  
**M/WBE Participation Affidavit**  
(Return with Bid – 3 pages)

\_\_\_\_\_ \$ \_\_\_\_\_  
(Contract Number) (Contract Value)

\_\_\_\_\_ \_\_\_\_\_  
(Contact Person) (Phone Number/Fax Number)

Description of commodities and/or services to be provided by the Bidder/Proposer on this Contract:  
\_\_\_\_\_

Any questions regarding compliance with these requirements should be directed to:  
Finance Department, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302; 708-358-5460

I, \_\_\_\_\_, hereby agree to comply with and be bound by the provisions  
(Name)

to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

\_\_\_\_\_  
(Signature) (Name & Title)  
\_\_\_\_\_  
(Company) (Address)  
\_\_\_\_\_  
(Phone Number) (City/State/Zip Code)

NOTARY PUBLIC  
State of Illinois, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Signature & Seal)

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as Prime Bidders/Proposers, Joint Venture Partners, Subcontractors, and/or Suppliers.

Name of M/WBE Firm: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number/ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dollar Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_  
Schedule C Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Description of Commodity and/or Services: \_\_\_\_\_

Name of M/WBE Firm: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number/ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dollar Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_  
Schedule C Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Description of Commodity and/or Services: \_\_\_\_\_

Name of M/WBE Firm: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number/ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dollar Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_  
Schedule C Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Description of Commodity and/or Services: \_\_\_\_\_

Name of M/WBE Firm: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number/ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dollar Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_  
Schedule C Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Description of Commodity and/or Services: \_\_\_\_\_

Name of M/WBE Firm: \_\_\_\_\_ Race/Gender: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number/ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dollar Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_  
Schedule C Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Description of Commodity and/or Services: \_\_\_\_\_

Total MBE Dollar Amount: \$ \_\_\_\_\_ Total MBE Percentage: \_\_\_\_\_  
Total WBE Dollar Amount: \$ \_\_\_\_\_ Total WBE Percentage: \_\_\_\_\_

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records, and files of the joint venture, or those of each partner relevant to the joint venture, by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

If after filing this Schedule D and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

M/WBE PARTNER FIRM

NON-M/WBE PARTNER FIRM

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Name & Title of Affiant)

\_\_\_\_\_  
(Name & Title of Affiant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

NOTARY PUBLIC

State of Illinois, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_,

the above signed officers, \_\_\_\_\_  
(Names of Affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

In witness whereof, I hereunto set my hand and seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Signature & Seal)



CONTRACT

1. THIS CONTRACT (hereinafter referred to as "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Village of Oak Park (hereinafter referred to as the "Village"), 123 Madison St., Oak Park, Illinois 60302 acting by and through its President and Board of Trustees and \_\_\_\_\_ with offices at \_\_\_\_\_, its executors, administrators, successors, or assigns (hereinafter referred to as the "Contractor") in an amount not to exceed \_\_\_\_\_.
2. The following documents set forth the terms of this Contract and are incorporated herein:
  - a. The Village of Oak Park's Notice to Bidders, Special Provisions, and Plans for Project \_\_\_\_\_;
  - b. The Contractor's Proposal dated \_\_\_\_\_; and
  - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions, and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control. This Contract shall control to the extent of a conflict with any of the documents referenced in Section 2 above.
4. The Contractor shall at its own cost and expense perform all the work, and furnish all materials and all labor, necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.
7. All work for the Project shall be completed on or before \_\_\_\_\_.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**CONTRACTOR NAME**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

SAMPLE



## CONTRACT BOND

**CONTRACTOR NAME**, an Illinois corporation with offices at \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as the "Village") in the penal sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$ \_\_\_\_\_), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors, and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS**, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the 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, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will 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 Principal shall well and truly perform the work in accordance with the terms of the 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 the 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 performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_  
(Title)

NOTARY PUBLIC  
State of Illinois, County of \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
(Signature & Seal)

**NAME OF SURETY**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

NOTARY PUBLIC  
State of Illinois, County of \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
(Signature & Seal)



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

February 21, 2025

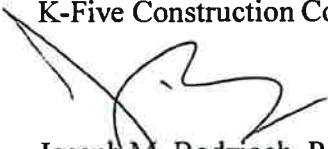
**RE: Affidavit of Availability**

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 50/50-35(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.

  
Engineer of Construction