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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2019-R-062**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING  
LOT IMPROVEMENT PROJECT**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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**RESOLUTION NO. 2019-R-062**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING  
LOT IMPROVEMENT PROJECT**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with K-Five Construction Corporation, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.


**ADOPTED** this 18<sup>th</sup> day of June, 2019, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:


**AYES:** Berg, Brady, Brennan, Galante, Glotz, Mueller

**NAYS:** None

**ABSENT:** None

**APPROVED** this 18<sup>th</sup> day of June, 2019, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

ATTEST?  
  
\_\_\_\_\_  
Village Clerk

# **EXHIBIT 1**

**CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND K-FIVE CONSTRUCTION CORPORATION  
FOR THE FY2020 MUNICIPAL PARKING LOT  
IMPROVEMENT PROJECT**

**VILLAGE OF TINLEY PARK****SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **K-Five Construction Corporation** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Four hundred ninety-five thousand, one hundred sixty-one and 96/100 Dollars (\$495,161.96)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.



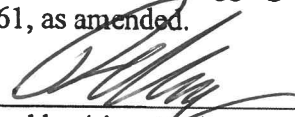
## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

K-Five Construction Corp.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)


Robert G. Krug

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

K-Five Construction Corp.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

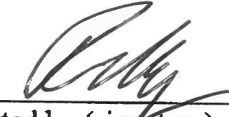
Robert G. Krug

### Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

K-Five Construction Corp.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

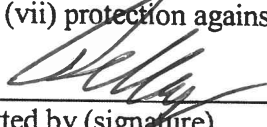
Robert G. Krug

### Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

K-Five Construction Corp.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

Robert G. Krug

### Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

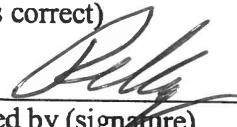
The undersigned hereby certifies that:

- A. ~~There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.~~
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

K-Five Construction Corp.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

Robert G. Krug

[NAME OF CONTRACTOR]

BY: \_\_\_\_\_

Printed Name: Robert G. Krug  
Title: President

7/2/19  
Date

VILLAGE OF TINLEY PARK

BY: \_\_\_\_\_

Mayor

(required if Contract is \$10,000 or more)

6-18-19  
Date

ATTEST: \_\_\_\_\_

Village Clerk

(required if Contract is \$10,000 or more)

6-18-19  
Date

VILLAGE OF TINLEY PARK

BY: \_\_\_\_\_

Village Manager

6-20-19  
Date

**Exhibit A**  
**SCOPE OF SERVICES**



## Formal Contract Proposal for

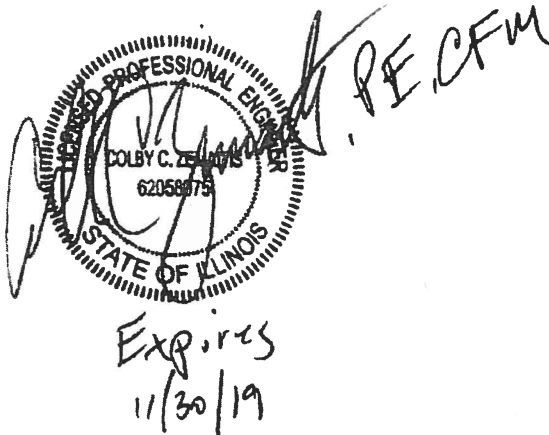
### FY2020 Municipal Parking Lot Improvements

Bid Opening Date: .....Tuesday, June 4, 2019 at 10:00am  
Bid Opening Location: .....Tinley Park Village Hall  
Bid Deposit: .....10% of the Amount of Bid  
Performance Bond: .....100% of the Amount of Bid

#### Submit Bids to:

Village Clerk  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477  
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



#### *Proposal Submitted By:*

K-Five Construction Corporation

Contractor's Name

999 Oakmont Plaza Drive, Suite 200

Street

Westmont, IL 60559

City

State

Zip Code



## Schedule of Prices

**Project: FY2020 Municipal Parking Lot Improvements**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	HMA Surface Removal, 2"	Sq Yd	30,848	\$ 3.00	\$ 92,544.00
2	Bituminous Materials (Tack Coat)	Lb	10,906	\$ 0.01	\$ 109.06
3	Pavement Patching, 6"	Sq Yd	924	\$ 33.00	\$ 30,492.00
4	Pavement Patching, 10"	Sq Yd	725	\$ 56.00	\$ 40,600.00
5	HMA Surface Course, Mix D,N50	Ton	3,702	\$ 68.20	\$ 252,476.40
6	PCC Patching, 10"	Sq Yd	222	\$ 92.00	\$ 20,424.00
7	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	600	\$ 55.00	\$ 33,000.00
8	Structures to be Adjusted	Each	10	\$ 600.00	\$ 6,000.00
9	Paint Pavement Marking - Line 4"	Lin Ft	30,360	\$ 0.45	\$ 13,662.00
10	Paint Pavement Marking - Line 6"	Lin Ft	1,795	\$ 0.70	\$ 1,256.50
11	Paint Pavement Marking - Line 8"	Lin Ft	896	\$ 1.00	\$ 896.00
12	Paint Pavement Marking - Line 12"	Lin Ft	682	\$ 1.50	\$ 1,023.00
13	Paint Pavement Marking - Line 24"	Lin Ft	163	\$ 3.00	\$ 489.00
14	Paint Pavement Marking - Letters & Symbols	Sq Ft	198	\$ 5.00	\$ 990.00
15	Paint Pavement Marking - 12" No Parking	Each	6	\$ 50.00	\$ 300.00
16	Paint Pavement Marking - 36" No Vehicles	Each	9	\$ 100.00	\$ 900.00
				<b>Bid Total:</b>	<b>\$ 495,161.96</b>

The following Addendums have been acknowledged: \_\_\_\_\_

\* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.

**VILLAGE OF TINLEY PARK  
STATE OF ILLINOIS**

**PROPOSAL FORM**

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF K-Five Construction Corporation  
(Name and Address of Bidder)  
999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
2. The specifications for the proposed work are those prepared by the Village Engineer dated May 14, 2019.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.

9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before August 30, 2019** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a (bid bond) bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ \_\_\_\_\_)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.



18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: \_\_\_\_\_

Robert G. Krug

Date: June 4, 2019 \_\_\_\_\_

# 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 Tinley Park  
Tinley Park, IL

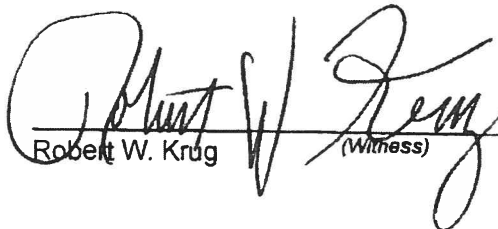
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

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 FY2020 Municipal Parking Lot Improvements

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.

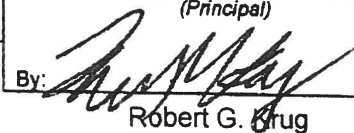
Signed and sealed this 4th day of June, 2019

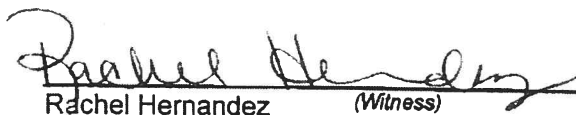
  
Robert W. Krug (Witness)

K-Five Construction Corporation

(Principal)

(Seal)

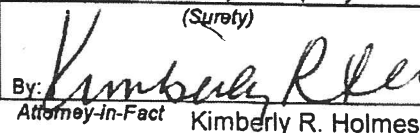
By:   
Robert G. Krug President (Title)

  
Rachel Hernandez (Witness)

Continental Casualty Company

(Surety)

(Seal)

By:   
Attorney-in-Fact Kimberly R. Holmes (Title)

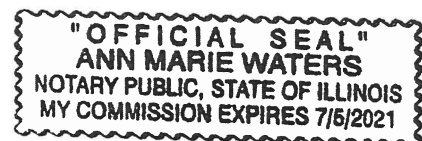
STATE OF Illinois  
COUNTY OF Cook

I, Ann Marie Waters Notary Public of Cook 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 he signed, sealed and delivered said instrument, for and on behalf of the  
Continental Casualty Company  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle  
in said County, this 4th day of June A.D., 2019

Ann Marie Waters  
Notary Public Ann Marie Waters

My Commission expires: July 5, 2021



## 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, Individually**

of Lisle, 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-Law and Resolutions, printed on the reverse hereof, 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 28th day of March, 2019.



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

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of March, 2019, before me personally came Paul T. Bruflat 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 June 23, 2021

J. Mohr 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-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of JUNE, 2019.



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

D. Johnson Assistant Secretary

Form F6853-4/2012

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



Bidder Information

Date Submitted: June 4, 2019

Company Name: K-Five Construction Corporation

Address: 999 Oakmont Plaza Drive, Suite 200

City, State Zip Code: Westmont, IL 60559

Phone Number: 630-257-5600 Fax Number: 630-257-6788

Company Email: estimating@k-five.net

Contact Person and Cell Number: Brent Bozeman 630-257-5600

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER \_\_\_\_\_ (SEAL)

BUSINESS ADDRESS \_\_\_\_\_  
\_\_\_\_\_

.....  
(IF A CO-PARTNERSHIP)

FIRM NAME \_\_\_\_\_ (SEAL)

SIGNED BY \_\_\_\_\_ (SEAL)

BUSINESS ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Insert Names and \_\_\_\_\_  
Addresses of All \_\_\_\_\_  
Members of the firm \_\_\_\_\_

.....  
(IF A CORPORATION)

CORPORATE NAME K-Five Construction Corporation

SIGNED BY  \_\_\_\_\_ Robert G. Krug

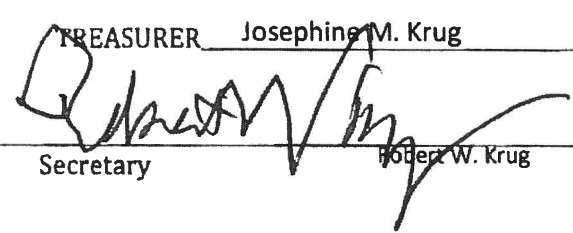
BUSINESS ADDRESS 999 Oakmont Plaza Drive, Suite 200  
Westmont, IL 60559

(CORPORATE SEAL)

PRESIDENT Robert G. Krug

Insert Names of Officers SECRETARY Robert W. Krug

TREASURER Josephine M. Krug

ATTEST:  \_\_\_\_\_  
Secretary Robert W. Krug

# CONTRACT SPECIFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

Specification Section No.	General Material or Equipment Description	Manufacturer Substitute Product	Adjustment Price Add / Deduct
			/
			/
			/
			/
			/
			/
			/
			/
			/
			/
			/
			/
			/
			/

SUBMITTED BY:

K-Five Construction Corporation

Printed Name of Company

BY:

Signature of person authorized to sign bid Robert G. Krug

TITLE President

ADDRESS 999 Oakmont Plaza Drive, Suite 200

Westmont, IL 60559

PHONE (630) 257-5600

DATE June 4, 2019

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

## **AFFIDAVITS**

### **Business Status of Bidder**

#### **BIDDER/APPLICANT:**

K-Five Construction Corporation

Name

Principal place of business

999 Oakmont Plaza Drive, Suite 200

Address

Westmont, IL 60559

City, State, Zip Code

---

#### **The Bidder is a:**

- ☒ Corporate  
☐ Partnership  
☐ Limited Liability Company  
☐ Sole Proprietorship  
☐ Other (please explain: \_\_\_\_\_)

#### **Corporation**

The state of incorporation is: Illinois

The registered agent of the corporation in Illinois is:

Name Robert. G. Krug

Address 999 Oakmont Plaza Drive, Suite 200

City, State, Zip Westmont, IL 60559

The Officers of the corporation are:

Robert G. Krug

*President*

Jennifer Krug-McNaughton

*Vice President*

Robert W. Krug

*Secretary*

Josephine M. Krug

*Treasurer*

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



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK & WILL )

\*\*\*\*\*

\*NOTE: THIS AFFIDAVIT MUST BE  
\*COMPLETED BY THE CHIEF OFFICER  
\*OF THE BIDDER

\*\*\*\*\*

**AFFIDAVIT**  
**REGARDING BIDDER AVAILABILITY**

*See K-Five Letter Attached.*

The undersigned, K-Five Construction Corporation, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS



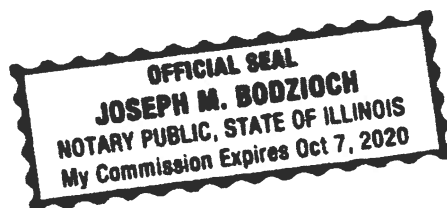
(SIGNATURE)

Robert G. Krug

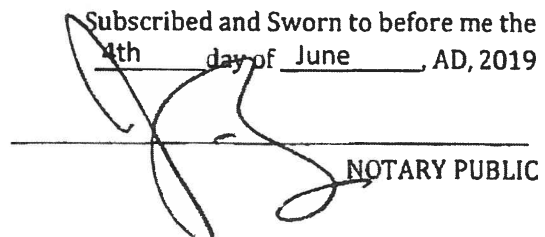
(PRINT NAME)

President

(TITLE)



Subscribed and Sworn to before me the  
4th day of June, AD, 2019

  
NOTARY PUBLIC

## **BID RIGGING AND BID ROTATING**

**Section 2.** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

## **NON-COLLUSION**

- Section 2a.**
- A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
  - B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
  - C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
  - D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
  - E. This bid is made without the benefit of information obtained in violation of law.

**Section 3.** The undersigned further states that: (circle A or B)

- A.** He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B.** He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C.** That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

**Section 4.** The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE  
ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5.** The undersigned will publish a statement:

- A.** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B.** Specifying the actions that will be taken against employees for violations of this prohibition;
- C.** Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:

  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D.** Establishing a drug free awareness program to inform the aforementioned company's employees about:

  - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
- F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- /
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

## **TAX COMPLIANCE**

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the 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 a civil action.

## **NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor'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 (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled 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.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will 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 contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will 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 the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract 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 contract, the contractor 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 of any subcontractor fails or refuses to comply therewith. In addition, the contractor 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.

**Section 11.** For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation 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 bank or other financial institution and its customers.

**Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

**Section 13.** Have written sexual harassment policies that shall include, 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 compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

**Section 14.** In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sec, religion or national origin, because of habit, local custom, or otherwise.

#### **FELONY**

**Section 15.** Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

#### **THE AMERICANS WITH DISABILITIES ACT**

**Section 16.** As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.



## PREVAILING WAGE REQUIREMENTS

**Section 17.** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: \_\_\_\_\_

[name]

Robert G. Krug

\_\_\_\_\_  
President

[title]

Subscribed and Sworn to before me this 4th day of June, 2019.

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

Notary Public

-seal-

## VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

**Section 18.** The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Signed by: \_\_\_\_\_

[name]

Robert G. Krug

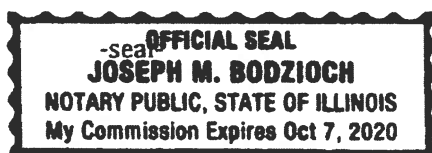
\_\_\_\_\_  
President

[title]

Subscribed and Sworn to before me this 4th day of June, 2019.

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

Notary Public



## AGREEMENT

**THIS AGREEMENT** is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and \_\_\_\_\_, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ \_\_\_\_\_; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCS 130111 et seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated May 14, 2019, which are hereby made part of this Agreement as if recited at length herein for **FY2020 Municipal Parking Lot Improvements**

1. Legal Notice to Bidders
2. Instructions to Bidders
3. General and Special Conditions
4. Specifications and Drawings
5. Proposal Schedule (consistent with Contract Documents)
6. Affidavits
7. Performance Bond and Payment Bond
8. Addendum \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this 4th day of June, 2019.

**VILLAGE OF TINLEY PARK,  
Municipal Corporation,**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attests Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print name of  
Contractor K-Five Construction Corporation

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

Print Name: Robert G. Krug

Title: President

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2019

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).

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> Jo-Ann E. Billo, CISR, CRIS <b>PHONE (A/C, No, Ext):</b> 815-215-4712 <b>FAX (A/C, No):</b> 877-224-9706 <b>E-MAIL ADDRESS:</b> JoAnn.Billo@HUBinternational.com												
<b>INSURED</b> K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td>INSURER A : Allied World National Assurance Company</td><td>NAIC # 10690</td></tr><tr><td>INSURER B : Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C : Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D : Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER E : Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER F : Market American Insurance Company</td><td>28932</td></tr></table>	INSURER A : Allied World National Assurance Company	NAIC # 10690	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Scottsdale Insurance Company	41297	INSURER D : Trumbull Insurance Company	27120	INSURER E : Navigators Insurance Company	42307	INSURER F : Market American Insurance Company	28932
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INSURER E : Navigators Insurance Company	42307												
INSURER F : Market American Insurance Company	28932												

**COVERAGES**

CERTIFICATE NUMBER: 861048034

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Incl/BFPD <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	0310-5762	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		83UENQU2771	2/28/2019	2/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ 130,000 ACV
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XLS0109196	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 *FOLLOWS FORM* \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WNQU2770	2/28/2019	2/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Excess Liability Excess Liability		HO19EXCZ01C6UIV MKLM4EUE100392	2/28/2019 2/28/2019	2/28/2020 2/28/2020	Each Occ/Aggregate \$5MM/\$5MM X Each Occ/Aggregate \$5MM \$15MM/\$15MM X \$10 MM

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

Installation/Builders Risk - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 2/28/2019 - 2/28/2020; Any One Jobsite Limit: \$1,000,000  
Leased/Rented Equipment - Policy# QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 2/28/2019 - 2/28/2020; Limit: \$600,000 Per Item  
Pollution/Professional - Policy# 0310-5780 Carrier: Allied World Assurance Co. Inc.; Eff: 2/28/2019 - 2/28/2020; Each Loss/Aggr Limit: \$2,000,000

Project: K-Five #19061; Village of Tinley Park

The Village of Tinley Park, its officers, officials, employees and volunteers are included as additional insureds on the above General Liability policy on a primary/noncontributory basis if required by written contract. Waiver of subrogation applies on the General Liability and Workers Compensation if required by written contract. 30 day notice of Cancellation applies; 10 days for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park IL 60477

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

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-062, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING LOT IMPROVEMENT PROJECT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18<sup>th</sup> day of June, 2019.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK